



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 6, 2022
6:00 PM

Engineering/Ingeniería

1. License and Access Agreement with New York State Office of Parks, Recreation and Historic Preservation
Resolution authorizing the City Manager to execute a License and Access Agreement with the New York State Office of Parks, Recreation and Historic Preservation and its contracted agents to allow access to City owned property for the purpose of removing a failing retaining wall located along Colden Street
2. Amended Contract with New England Waste Services of ME / dba Casella Organics for Sludge Disposal at the WWTP
Resolution to authorize a contract amendment with New England Waste Services of ME, Inc. d/b/a Casella Organics for dewatered sludge disposal services at the City of Newburgh Waste Water Treatment Plant at a unit cost of \$126.00 per wet ton
3. Proposal with Wright-Pierce for Additional Sampling in the Wastewater Collection System
Resolution authorizing the City Manager to accept a proposal and execute a contract with Wright-Pierce Engineering Associates P.C. for additional professional engineering services at the Wastewater Treatment Plant at a cost of \$29,900.00
4. PIN#8761.39 Lake Drive Bridge Replacement Change Order No. 3
Resolution authorizing the City Manager to execute Change Order No. 3 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Replacement Project (BIN#2223630/PIN#8761.39) reducing the contract amount by \$6,382.37 and decreasing the awarded contract price from \$2,139,500.00 to \$2,133,117.63
5. PIN#8761.39 Lake Drive Bridge Replacement Change Order No. 4
Resolution authorizing the City Manager to execute Change Order No. 4 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Replacement Project (BIN#2223630/PIN#8761.39) with no change to the contract amount
6. PIN#8761.39 Lake Drive Bridge Replacement Change Order No. 5
Resolution authorizing the City Manager to execute Change Order No. 5 to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Replacement Project (BIN#2223630/PIN#8761.39) increasing the contract amount by \$636.691.65 and increasing the total contract amount from \$2,133,117.63 to \$2,769,809.28

7. PIN#8761.39 Contract amendment with HVEA for Construction Inspection Services Lake Drive Bridge Replacement
Resolution authorizing the City Manager to accept a proposal and execute a contract amendment for additional construction inspection services with Hudson Valley Engineering Associates, P.C. for the Lake Drive Bridge (BIN No. 2223630/PIN#8761.39) Replacement project at a cost of \$150,610.94
8. PIN#8761.39 Lake Drive Bridge Replacement Time Extension
Resolution authorizing the City Manager to execute a time extension to the Michels Corporation construction contract in the Lake Drive Over Quassaick Creek Replacement Project (BIN#2223630/PIN#8761.39)
9. Award of Bid No. 18.21 Removal of Underground Storage Tank at 125-129 Grand Street
Resolution to authorize the award of a bid and the execution of a contract with Papiitto Construction Company, Inc. for the removal of an underground petroleum storage tank at City owned property located at 125-129 Grand Street in the amount of \$89,650.00

Finance/Finanza

10. Executive Order for RP-467 & 459-c
Resolution authorizing the Assessor to grant limited income exemptions pursuant to New York State Real Property Tax Law Section 459-C and Section 467 to seniors and individuals with disabilities on the 2022 assessment roll pursuant to Executive Order 11.1
11. Payment Collection Policy/Procedure City Collector's Office.
Resolution adopting the City of Newburgh City Collector's Office Payment Collection Policy and Procedure

Planning and Economic Development/Planificación y Desarrollo Económico

12. 30 Dubois Street - Satisfaction of Mortgage
Resolution authorizing the City Manager to issue a satisfaction of in connection with a mortgage issued to Yvonne Garriques and Devon Flavius for premises located at 30 Dubois Street (Section 30, Block 1, Lot 42)
13. Purchase Proposal for Water Street, Parcel B
Resolution to authorize the conveyance of vacant real property at private sale to West Shore Hudson LLC for the amount of \$21,500.00.

Resolución para autorizar la transmisión de bienes raíces vacantes en venta privada a West Shore Hudson LLC por la cantidad de \$21,500.00.
14. 24 Washington Place - Release of Restrictive Covenants
Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Surendra Sharma to the premises known as 24 Washington Place (Section 37, Block 7, Lot 25)
15. 232 South William Street - Partial Release of Restrictive Covenants
Resolution authorizing the execution of a partial release of restrictive

covenants and right of re-entry from a deed issued to Hector Gualpa to the Premises known as 232 South William Street (Section 38, Block 4, Lot 54)

Police Department

16. Accept a Motorcycle donation

Resolution accepting a donation of one 2020 Harley Davidson motorcycle (VIN#1HDIFMP16LB667168) from the Gerald A. Doering Foundation

17. External Survey

Police Reform & Reinvention Collaborative Plan Item #3: The Police Department will increase its transparency to the community it serves - a community survey plan

18. Amending 2022 personnel book

Resolution amending the 2022 Personnel Analysis Book to delete one senior account clerk and add one senior typist in the Police Department

Fire Department / Departamento de Bomberos

19. Staffing Changes in Fire Department

Resolutions of Support/ Resoluciones de Apoyo

20. Letter of Support for Orange County Arts Council U.S. Economic Development Administration (EDA) Good Jobs Challenge Grant Application

Resolution of the City Council of the City of Newburgh, New York supporting the Orange County Arts Council American Rescue Plan EDA Good Jobs Challenge Grant Application

Discussion Items/Temas de Discusión

21. 2022 Council Rules & Order of Procedure

Executive Session/ Sesión Ejecutiva

22. Proposed, pending or current litigation

23. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;

24. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
LICENSE AND ACCESS AGREEMENT WITH THE NEW YORK STATE OFFICE OF
PARKS, RECREATION AND HISTORIC PRESERVATION
AND ITS CONTRACTED AGENTS
TO ALLOW ACCESS TO CITY OWNED PROPERTY FOR THE PURPOSE OF
REMOVING A FAILING RETAINING WALL LOCATED ALONG COLDEN STREET**

WHEREAS, New York State Office of Parks, Recreation and Historic Preservation (“NYSOPRHP”) represents the State of New York and the Palisades Interstate Park Commission, which own real property known as Washington’s Headquarters, a New York State Historic Site, located at 80 Liberty Street and 1 Lafayette Street, and described as Section 40, Block 4, Lot 1 and Section 40, Block 1, Lot 1, respectively, on the official Tax Map of the City of Newburgh (“State Property”); and

WHEREAS, NYSOPRHP proposes to remove a retaining wall located on the State Property along the west side of Colden Street south of the intersection of Lafayette Street in the City of Newburgh and the proposed removal project includes demolishing a concrete and bluestone staircase connected to the retaining wall and located on City property north of the retaining wall (“City Property”); and

WHEREAS, for the purpose of the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property (the “Project”), NYSOPRHP requires access to and permission work on the City Property; and

WHEREAS, the City agrees to provide access to NYSOPRHP to the City Property for the purpose of the staircase removal in connection with the Project, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same 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 execute the License and Access Agreement, the same form annexed hereto, with New York State Office of Parks, Recreation and Historic Preservation and its contracted agents to allow them access to City owned property in connection with the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property.

LICENSE AND ACCESS AGREEMENT

This License and Access Agreement (“Agreement”) is entered into this ____ day of _____, 202__ (the “Execution Date”), by and between the City of Newburgh, New York (the “City” or the “Licensor”), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and the New York State Office of Parks, Recreation and Historic Preservation (the “Licensee”), a New York State agency, having an address of _____, collectively referred to herein as the “Parties”.

WHEREAS, the Licensee represents the State of New York and the Palisades Interstate Park Commission, which own real property known as Washington’s Headquarters, a New York State Historic Site, located at 80 Liberty Street and 1 Lafayette Street, and described as Section 40, Block 4, Lot 1 and Section 40, Block 1, Lot 1, respectively, on the official Tax Map of the City of Newburgh (herein referred to as the “State Property”); and

WHEREAS, the Licensee proposes to remove a retaining wall located on the State Property along the west side of Colden Street south of the intersection of Lafayette Street in the City of Newburgh and the proposed removal project includes demolishing a concrete and bluestone staircase connected to the retaining wall and located on City property north of the retaining wall (herein referred to as the “City Property”); and

WHEREAS, for the purpose of the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property (the “Project”), the Licensee requires access to the City Property and the City agrees to provide access to the Licensee to the City Property, subject to the conditions provide below, to allow the Licensee to perform the retaining wall and staircase removal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, the City Property solely for the purpose of completing the demolition of the concrete and bluestone staircase in connection with the removal of the retaining wall (the “Right of Access”). Licensee's Right of Access applies to Licensee’s employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.
2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 1 year from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.

3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) demolition of the concrete and bluestone staircase, (b) City Property restoration and (c) INSERT ANY OTHER WORK (collectively, the "Activities").

4. Conditions of Access.

- 4.1 Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to Licensors owned sewer, electrical, and communication utilities as well as any other features located directly adjacent to the State Property. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

- 4.2 Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensors in writing.

- 4.3 Licensors Access. Licensors reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensors shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.

- 4.4 Release of Liability for Environmental Contamination. Licensee shall release the Licensors of any responsibility for environmental contamination caused or found on the State Property. All costs associated with soil removal and/or cleanup activities shall be fully identified in the Project plans, appropriately remediated during the Project construction phase, and funded by the Project budget. Furthermore, Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, and agrees in general to follow all best management practices while operating on the City Property.

- 4.5 Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility markouts on the City Property. Licensee further represents that they will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensors, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.

- 4.6 Construction Performance Bond. Licensee shall require the construction contractor to provide a performance bond in the amount of the construction project with the Licensors named on the bond. Licensee shall not allow any reductions to the performance bond without first consulting with the Licensors.

4.7 Approval of Plans. Licensee shall submit draft plans and specifications for approval by the Licensors prior to submission for agency approval or award of construction. Licensee shall incorporate all comments from Licensors into the revised plans for agency approval. Plans shall clearly show the location of construction access roads, staging areas, existing utilities, existing and proposed topography, existing property boundaries, stockpile areas, erosion & sediment control measures and shall include all applicable construction details necessary to construct the project. Licensors shall return all comments to Licensee within 30 days of receipt of plans and specifications.

4.8 Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. All soil disturbances and embankment slopes shall be stabilized. Licensee agrees to require the construction contractor to include restoration costs for the City Property in the required performance bond to be provided by the construction contractor awarded the project. Licensee shall not release final payment to the construction contractor without consulting the Licensors.

5. Insurance.

5.1. Licensee shall not permit any contractor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensors.

5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to 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 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, and property damage in an amount not less than \$3,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensors and shall also name the Licensors as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall

provide and maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

7.1 Licensor.

- (a) In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one (1) dollar as of the Execution Date.
- (b) Licensor represents that it has the power and authority to grant the License and Right of Access described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensor to perform any future maintenance or Capital infrastructure work on the City Property, so as to avoid or minimize interference with the Project.
- (c) Licensor represents and ensures that Licensee will have access to cross over and stage equipment in designated equipment staging areas on the Property for the purposes set forth in this Agreement. If equipment and material staging areas are required, such areas shall be clearly defined on the plans for the Project and such locations shall be given prior written approval by the Licensor before the mobilization of any contractors or sub-contractors to the Property. In no case shall any equipment or material block access to any infrastructure (ie. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

7.2 Licensee. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has received permission from New York State to complete the Project contemplated in this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.
9. Sale, Lease, or Other Conveyance of City Property. Licensor agrees that if any portion of Licensor's right, title, or interest in any portion of the City Property is sold,

leased, or conveyed, that Licensee's Right of Access and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licenser agrees that Licensee's Right of Access shall be binding upon all subsequent owners. If, for any reason, Licenser fails to include Licensee's Right of Access in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.

10. Indemnity. Licensee agrees to indemnify and hold harmless the Licenser from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licenser or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licenser or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licenser for its concurrence. Licenser agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licenser or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.
12. Termination. Licenser may terminate this Agreement at any time with 10 days' written notice to Licensee. If Licenser exercises its right to terminate, Licenser agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.
13. General Provisions.
 - 13.1 Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
 - 13.2 Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

13.3 Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

13.4 Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

THE PEOPLE OF THE STATE OF NEW YORK Acting by
and through the Commissioner of Parks, Recreation and
Historic Preservation
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

RYAN CIANCANELLI, Acting City Comptroller

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

Schedule A – Project Plans

RESOLUTION NO.: ____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT WITH
NEW ENGLAND WASTE SERVICES OF ME, INC.
D/B/A CASELLA ORGANICS
FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH
WASTE WATER TREATMENT PLANT AT A UNIT COST OF \$126.00 PER WET TON**

WHEREAS, by Resolution No. 365-2018 of December 10, 2018, the City Council of the City of Newburgh awarded a bid to, and authorized the City Manager to execute a contract with, New England Waste Services of ME, Inc. for the amount of \$94.40 per wet ton for dewatered sludge disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, New England Waste Services of ME, Inc. intended to terminate the contract on December 31, 2021 but has offered a contract extension to provide the City with continued services to February 28, 2022, in order for the City to address the source of radiological isotopes found in the sludge and issue a new procurement; and

WHEREAS, funding for the contract amendment at a unit cost of \$126.00 per wet ton shall be derived from G.8130.0448.0007 Sludge/Grit Disposal; and

WHEREAS, the City Council finds that executing contract amendment with New England Waste Services of ME, Inc. d/b/a Casella Organics is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with, New England Waste Services of ME, Inc. d/b/a Casella Organics in the amount of \$126.00 per wet ton for dewatered sludge disposal services at the City of Newburgh waste water treatment plant.



EVENT RESIDUALS MANAGEMENT AGREEMENT

The City of Newburgh (hereinafter “Customer”) hereby enters into an Agreement with New England Waste Services of Maine, Inc. d/b/a Casella (hereinafter “Contractor”) with offices at 110 Main Street Suite 1308 Saco, ME 04072, whereby Contractor agrees to collect, transport and dispose of all acceptable, non-hazardous sludge (“Residuals”) meeting the quality standard outlined below from Customer’s Wastewater Pollution Control Facility, located at 2 Renwick Street, Newburgh, New York, (the “Plant”) to a Casella owned or operated Landfill such as the Ontario County Landfill in Stanley, NY (the “Facility”). The Term of this Agreement shall end on February 28th, 2022 (End Date), provided that the term shall automatically extend for additional 60 day terms baring notice of termination given by either Customer or Contractor at least 14 days before the End Date. Upon signature of this Agreement by Authorized Agents of both the Customer and Contractor, this document will serve as a binding Agreement between Customer and Contractor.

The Agreement shall be in accordance with the following terms and conditions:

- 1. General.** Contractor will use reasonable commercial efforts to collect Residuals at the Plant and transport and dispose of Residuals at the Facility, according to a schedule (the “Schedule”). The Schedule for removal of Residuals shall be prepared by Contractor in consultation with the Customer and mutually agreed at least one week in advance. All proposed changes to the Schedule will be requested by the Customer directly to the Contractor. Contractor will remove Residuals from the Plant pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during the business hours 5AM-3PM Monday – Friday, exclusive of holidays.
- 2. Transportation.** For removal of Residuals from the Plant, the Contractor will provide and utilize the appropriate collection container(s) (“Containers”).
- 3. Loading, Load Size and Minimum Load.** Customer will load Contractor’s Containers evenly, to the level specified by Contractor. All loads will be filled to a minimum amount of 32 tons per load (the “Minimum Load”). All loads will be weighed on a certified scale at the Facility. At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor’s operating requirements or legal requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor.
- 4. Residuals Analyses.** Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated in this Agreement, including those required by the Facility’s permits.
- 5. Price.** Customer will compensate Contractor at the rate of \$126.00 per wet ton of Residuals removed, inclusive of transportation to the Facility. All Rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Customer is solely responsible for payment of all applicable taxes.
- 6. Delays at the Plant.** When Contractor transports Residuals, loading and departure times of greater than forty-five (45) minutes at Plant shall be billed to Customer at ninety-five dollars (\$120.00) per hour, provided that Contractor does not cause such delays.
- 7. Minimum Load Charge.** A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.
- 8. Payment Terms and Credit Approval.** Contractor’s payment terms are net thirty (30) days and Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or eighteen percent (18%) per year, whichever is less.

9. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as, nor contaminated by toxic materials or hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. Customer will provide Residuals that are not frozen and are free of any trash, free of excessive malodors, hazardous waste, or other debris and are a minimum of 20% solids. Customer is responsible for providing Residuals that are free from excessive malodors. Residuals that cause malodors during transport or at the Facility are Non-Conforming Waste per section 9. Customer will ensure that malodors will be addressed during Service. Customer may be required to install, operate, and maintain a system to introduce odor neutralizing compounds if the residuals contain excessive malodors. Together the above provisions constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste in its sole discretion.

10. Quantities. Customer will provide to Contractor all Residuals generated at the Plant during the Event.

11. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable regulations.

12. Title. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

13. STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
New England Waste Services of ME, Inc.
d/b/a Casella

By: _____

(signature)

Name: Robert Cappadona

Title: Vice President

Date: _____

Authorized Agent for Customer
City of Newburgh, NY

By: _____

(signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A: STANDARD TERMS AND CONDITIONS

Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

New England Waste Services of ME, Inc
d/b/a Casella Organics
755 Banfield Road, Suite 201
Portsmouth, NH 03801

With a copy to
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: Office of General Counsel

PARTY 2

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY 12550

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the state in which services are being performed except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Orange County, New York.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated

- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Insurance. The parties represent that they now carry, and will continue during the term of this Agreement to carry, Worker's Compensation Insurance in no less than the applicable statutory minimums, and Comprehensive General Liability Insurance and Automobile Insurance in Combined Single Limits of no less than \$1,000,000.

Confidential Information. The parties will protect and hold in strictest confidence all confidential information of the other party. Confidential information may be of a scientific, technical or business nature and includes, without limitation, source and object codes, specifications, drawings, diagrams, schematics, reports, studies, customer and supplier lists, customer service requirements, costs of providing services, operating costs, pricing structures, price lists and policies, budgets, projections, bids, financial reports and condition, business prospects and plans, financing materials, training programs and manuals, business opportunities, business development and bidding techniques, and sales and marketing programs, materials, plans, and strategies. Confidential Information may be in written, taped, electronic or other form.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities

providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Indemnification. The parties agree to indemnify, save harmless and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suites and the costs and expenses incident thereto which may incur after the Effective Date of this Agreement, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects to the environment, or any violation of laws or regulations, as a result of any negligent or willful act or omission by any of its agents, employees or subcontractors in the performance of this Agreement.

Compliance with Law. The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH
WRIGHT-PIERCE ENGINEERING ASSOCIATES P.C.
FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES AT THE
WASTEWATER TREATMENT PLANT AT A COST OF \$29,900.00**

WHEREAS, the United States Environmental Protection Agency (“EPA”) inspected the City of Newburgh Wastewater Treatment Plant (“WWTP”) and found violations of regulations issued under the Clean Water Act in the City’s Industrial Pretreatment Program (“IPP”) and issued an Administrative Compliance Order requiring the City to complete certain work to bring the IPP into compliance with applicable regulations; and

WHEREAS, the EPA Administrative Compliance Order requires the City to recalculate the local limits allowed to the four permitted Industrial Users under the City’s State Pollutant Discharge Elimination System (SPDES) permit and to review and update its Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) to meet the EPA’s regulations; and

WHEREAS, the City solicited proposals from qualified professional engineering firms to develop appropriate local limits and assist in updating the SUO and ERP in accordance with EPA requirements and by Resolution No. 68-2021 of April 12, 2021, the City Council authorized the City Manager to execute a contract with Wright-Pierce Engineering Associates P.C. at a cost of \$132,800.00 to bring the City’s WWTP into compliance with applicable regulations under the terms of the EPA Administrative Compliance Order; and

WHEREAS, during the work to update the City’s IPP, radiological isotopes of unknown origin were identified in the sludge hauled from the WWTP; and

WHEREAS, Wright-Pierce Engineering Associates P.C. has submitted a proposal to provide additional sampling services to determine the general location of radiological isotopes discharged within the collection system at a cost of \$29,900.00 which shall be derived from G.8130.0448.0003; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract with Wright-Pierce Engineering Associates P.C. for the additional sampling services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept the proposal and execute a contract for additional sampling services in the wastewater collection system with Wright-Pierce Engineering Associates P.C. at a cost of \$29,900.00 for compliance with applicable regulations as required by the terms of the EPA Administrative Compliance Order.

December 13, 2021

Mr. Chad Wade
Assistant City Engineer
83 Broadway
Newburgh, New York 12550

**SUBJECT: Professional Engineering Services
Contract Amendment**

Dear Mr. Wade,

We are pleased to submit this proposal for professional engineering services to provide four (4) additional days of sampling and analysis to identify Iodine-131 within the collection system in addition to past work completed as part of the IWS survey. Our proposal associated with the sampling event is as follows.

Project Understanding

The City of Newburgh operates a 9-million gallon per day wastewater treatment plant (WWTP) that serves the City of Newburgh and portions of the Town of Newburgh. Treated effluent from the Newburgh WWTP is discharged to the Hudson River under a State Pollutant Discharge Elimination System (SPDES) permit. The City administers an EPA-approved Industrial Pretreatment Program (IPP) as a condition of the SPDES discharge permit. The City's IPP currently includes four permitted Industrial Users, three within the City and one in the Town of Newburgh. In response to a 2018 EPA audit of the City's IPP, the City is currently under an administrative compliance order and is required to recalculate technically based local limits. This work is currently underway.

During the initial phases of the work to update the City's IPP it was determined that radiological isotopes have been identified in the sludge that Cassela waste hauls for the City. The origin of these isotopes, particularly Iodine-131 (I-131), is unknown. The purpose of this proposal is to provide additional sampling days specifically identified to determine the general location of radiological isotopes discharged within the collection system. The following is our proposed scope of work.

Proposed Scope of Work

Task 1 – Additional Sampling

1. Envirospec Engineering, PLLC will perform up to four (4) 24-hour composite sampling events to determine the general area in which I-131 is discharged within the Town and/or City collection system. Composite samplers will be located at the Dix Avenue Pump Station, the Town siphon chamber and two interceptor locations selected by the City. It is assumed that these locations will not require work zone safety or traffic control. Samples will not be taken during wet weather events.

2. Each of the samples collected will be analyzed by an ELAP approved lab for I-131. Exact concentrations will not be reported as the half-life of I-131 is approximately eight days and will decrease between the sampling event and analysis.

Task 2 – Technical Memorandum

1. Prepare a draft technical memorandum summarizing the results of the wastewater sampling events. The memorandum will include figures identifying sampling locations and indicate which locations were positive for I-131.
2. Submit the draft technical memorandum to the City for review. WP will revise the memorandum based on one set of comments from the City. A final technical memorandum will be submitted to the City for your records.

Task 3 – Additional IWS Survey Work

1. During the work for the IWS WP spent significant time following up due to the lack of responsiveness from businesses within the City. Additionally, WP contacted and followed up with Town users that was above and beyond what was included in our original scope of work.
2. Perform additional IWS survey work to finalize received data and summarize in a draft technical memorandum.

Proposed Scope Assumptions

The following assumptions have been made in preparing this proposal to clarify our understanding of the work required:

- Additional sampling events at more specific areas/industries can be provided following completion of the technical memorandum.

Professional Fee

WP agrees to perform the scope of services contained in this proposal for the fee presented in the table below. If this proposal is acceptable, Wright-Pierce will perform these services as an Additional Service under the terms and conditions of our current Agreement dated April 19, 2021 upon receiving written authorization from the City.

TASKS	WPEC Labor	Expenses	Total Fee
1. Additional Sampling and Analysis	\$1,700	\$15,000	\$16,700
2. Technical Memorandum	\$3,500	\$0	\$3,500
3. Additional IWS Survey Work	\$9,700	\$0	\$9,700
Total			\$ 29,900

We appreciate the opportunity to work with the City on this important project. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
WRIGHT-PIERCE



Christopher Pierce, PE
Principal-in-Charge
chris.pierce@wright-pierce.com
860.852.1950



Kevin Hickey, PE, BCEE
Senior Project Manager
kevin.hickey@wright-pierce.com
cell: 518.527.5428

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 3 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39) REDUCING THE CONTRACT AMOUNT BY \$6,382.37
AND DECREASING THE AWARDED CONTRACT PRICE
FROM \$2,139,500.00 TO \$2,133,117.63**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, certain project underruns are applied to compensate for the item modifications due to cost overruns for a new contract item related to the flood wall footings which requires a change order to the contract decreasing the awarded contract price by \$6,382.37; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 3 with Michels Corporation reducing the contract amount by \$6,382.37 decreasing the awarded contract price from \$2,139,500.00 to \$2,133,117.63 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



December 10, 2021

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 3, 4 & 5
Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 3, 4, and 5 for the above referenced project. These OOC's include balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value = - \$6,382.37**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value = 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 5 – Differing Site Conditions. Value = \$636,691.65**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 5 Detail Report
 - Contract Completion Closeout Resolution
 - Approved 12-Inch Watermain Installation Drawings
 - Michels Corporation Computation of Additional Costs, DSC-1: 12" Watermain Installation
 - Michels Corporation Computation of Additional Costs, DSC-02: Micropile Installation – Test/Production Piles
 - Michels Corporation Computation of Additional Costs, DSC-03: Unsuitable Soils

OOC#3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. A credit of \$6,382.37 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

OOC #5 was written to introduce three (3) new items into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021, the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and incorporated into OOC #5. The value of OOC #5 is \$636,691.65.

As \$76,000 has been secured for the FCP in the contract, additional funds, specifically \$38,747.00 will be available to be applied to the value of OOC #5 upon approval of OOC #4. Therefore, the total value of additional funding required to be secured by the City of Newburgh for further processing of these Order on Contracts and payment to the Contractor is \$597,944.65.

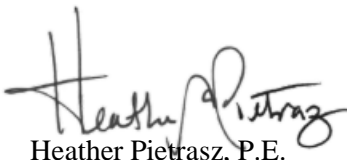
Upon approval, the revised project value is \$2,776,191.65. Please note this final contract value does not include the credit to be received upon approval of OOC #3, as it is being held as a contingency for outstanding work to be completed.

No change to the project completion date of May 31, 2021, is made in this order. Communication between this office and the Contractor has been initiated to finalize the EOT and submit for processing. The EOT Order on Contract is independent of the funding required for OOC's 3, 4, and 5.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

LD 035371 OOC #: 3 EIC: Heather Pietrasz, HVEA Engineers DATE: 11/6/21

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Contract Scope Change-Item Modification % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

GENERAL - EVERY ITEM: PREPARER'S

REGIONAL COORDINATOR CHECK

CHECK	DESCRIPTION	OK	NO
<input checked="" type="checkbox"/>	VERBAL APPROVAL SHEET ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	CONR7-2L IS AN ORIGINAL SIGNED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO		
<input type="checkbox"/>	<input checked="" type="checkbox"/> DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> ARE ITEMS ADDED TO THE CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A NEW PRICE ANALYSIS IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> OOC BACKUP AND EXPLANATION DISK SUBMITTED	<input type="checkbox"/>	<input type="checkbox"/>

NEW OR CHANGED ITEMS:

<input checked="" type="checkbox"/>	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	<input type="checkbox"/>	<input type="checkbox"/>

REVIEWED AND RECOMMENDED BY:



EIC

11.6.21

DATE

THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED:

REVIEWED BY:

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	3
Status	Pending
Date Created	11/06/2021
Type	Minor Overrun & New Items
Summary	OOB for Payment of Contract Overruns associated with RFI-008, Reduction of Contract Scope resulting from RFI-007; and work performed due DSC-4
Change Order Description	<p>This Order on Contract is written as a vehicle for payment of minor item overruns which resulted from the response of RFI-08 and the additional of new contract item 950.06 DSC-4 Flood Wall Conflict.</p> <p>Additionally, this Order will balance the minor item underruns which were the result of the response to RFI-07 - Floodwall Conflict.</p> <p>Cost Analysis Worksheets are provided for all Major Item Under and Overruns and for Minor Item Overruns.</p> <p>See attached closeout acceptance signed by the Contractor and Sponsor regarding authorization of the extra work associated with DSC-004 - Flood Wall Conflict.</p>
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	-\$6,382.37
Revised Project Amount	\$2,133,117.63

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 4 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39) WITH NO CHANGE TO THE CONTRACT AMOUNT**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional work was required with funding available from other project items resulting in no change to the total contract price but requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 4 with Michels Corporation with no change to total contract price in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



December 10, 2021

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 3, 4 & 5
Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 3, 4, and 5 for the above referenced project. These OOC's include balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value = - \$6,382.37**
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 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value = 0.00**
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 - Contract Completion Closeout Resolution
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 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 5 – Differing Site Conditions. Value = \$636,691.65**
 - Construction Order On Contract Checklist
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 - Michels Corporation Computation of Additional Costs, DSC-1: 12" Watermain Installation
 - Michels Corporation Computation of Additional Costs, DSC-02: Micropile Installation – Test/Production Piles
 - Michels Corporation Computation of Additional Costs, DSC-03: Unsuitable Soils

OOC#3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. A credit of \$6,382.37 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

OOC #5 was written to introduce three (3) new items into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021, the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and incorporated into OOC #5. The value of OOC #5 is \$636,691.65.

As \$76,000 has been secured for the FCP in the contract, additional funds, specifically \$38,747.00 will be available to be applied to the value of OOC #5 upon approval of OOC #4. Therefore, the total value of additional funding required to be secured by the City of Newburgh for further processing of these Order on Contracts and payment to the Contractor is \$597,944.65.

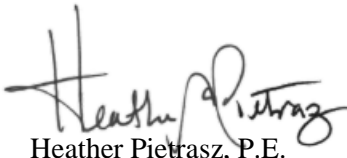
Upon approval, the revised project value is \$2,776,191.65. Please note this final contract value does not include the credit to be received upon approval of OOC #3, as it is being held as a contingency for outstanding work to be completed.

No change to the project completion date of May 31, 2021, is made in this order. Communication between this office and the Contractor has been initiated to finalize the EOT and submit for processing. The EOT Order on Contract is independent of the funding required for OOC's 3, 4, and 5.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 4 EIC: Heather Pietrasz, HVEA Engineers DATE: 11/6/21

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Field Change Payment - Contract Overruns % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

GENERAL - EVERY ITEM: PREPARER'S

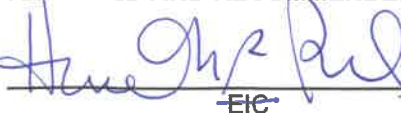
REGIONAL COORDINATOR CHECK

CHECK	DESCRIPTION	OK	NO
<input checked="" type="checkbox"/>	VERBAL APPROVAL SHEET ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	CONR7-2L IS AN ORIGINAL SIGNED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EVERY ITEM INCREASE/DECREASE HAS AN EXPLANATION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	QUANTITY EXPLAINED AGREES WITH QUANTITY ORDERED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	EXPLANATIONS MEET CRITERIA OUTLINED IN 'OOO EXPLANATION WRITING GUIDE' ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ALL SUPPORTING CORRESPONDENCE REFERRED TO IN THE 'EXPLANATIONS' IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO		
<input type="checkbox"/>	<input checked="" type="checkbox"/> DOES ANY MAJOR ITEM QUANTITY ADJUSTMENT VARY MORE THAN 25% FROM THE ORIGINAL AUTHORIZED AMOUNT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> ARE ITEMS ADDED TO THE CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> A NEW PRICE ANALYSIS IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> OOC BACKUP AND EXPLANATION DISK SUBMITTED	<input type="checkbox"/>	<input type="checkbox"/>

NEW OR CHANGED ITEMS:

<input type="checkbox"/>	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	FORCE ACCOUNT ESTIMATE (FE) ITEMS: COST BREAKDOWN IS ATTACHED AS PER SAMPLE PACKAGE ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	FORCE ACCOUNT ACTUAL (FA) ITEMS: FORMS ARE COMPLETED AND ARE DONE AS PER FORCE ACCOUNT SAMPLE PACKAGE ISSUED BY THE REGION	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	EQUIPMENT RENTAL COSTS WERE VERIFIED WITH THE BLUE BOOK RATES (ATTACHED)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	EQUIPMENT OWNERSHIP COSTS WERE VERIFIED WITH BLUE BOOK RATES (ATTACHED)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	<input type="checkbox"/>	<input type="checkbox"/>

REVIEWED AND RECOMMENDED BY:

 11-6-21
-EIC- DATE

THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐
ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	4
Status	Pending
Date Created	11/06/2021
Type	Field Change Payment
Summary	Balancing of Contract Overrun via FCP
Change Order Description	A clean up change order for the Item Overruns. Field Change Payment to be applied for payment of overruns.
Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$0.00
Revised Project Amount	\$2,139,500.00

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5 TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39) INCREASING THE CONTRACT AMOUNT BY \$636.691.65
AND INCREASING THE TOTAL CONTRACT AMOUNT
FROM \$2,133,117.63 TO \$2,769,809.28**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, additional work related to the installation of the micropiles, unsuitable soils and the installation of new 12-inch water main added \$636.691.65 to the contract increasing the total contract amount from \$2,133,117.63 to \$2,769,809.28; and

WHEREAS, funding for the additional work shall be derived from reimbursement through a Master Federal Aid Local Agreement with NYSDOT, the 2016 BAN - H1.5110.0208.8102.2016 and the OCTC TIP Reserve Fund - A.0000.0882.0000; and

WHEREAS, the net increase in total project cost requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 5 with Michels Corporation adding \$636.691.65 \$5,226.36 to the contract increasing the total contract amount from \$2,133,117.63 to \$2,769,809.28 in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).



December 10, 2021

Mr. Jason Morris, P.E.
City of Newburgh Engineer
83 Broadway
Newburgh, NY 12550

**Re: Order on Contract (OOC) Nos. 3, 4 & 5
Balancing of Contract Overruns and Underruns, Item Modification and New Items
PIN 8761.39 Lake Drive over Quassaick Creek Bridge Replacement**

Dear Mr. Morris,

Attached herein please find the summation for City of Newburgh Order on Contracts Nos. 3, 4, and 5 for the above referenced project. These OOC's include balancing of contract item underruns and overruns based on the actual work necessary for the satisfactory completion of the project, modification to work items and introduction of new work items for changed conditions, and the documentation in support of these Orders is provided as follows:

- **Order on Contract No. 3 – Item Scope Change – Item Modification. Value = - \$6,382.37**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 3 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - Michels Corporation Computation of Additional Costs, DSC-04: Floodwall – Footing Conflict
 - RFI's Nos 7 & 8
- **Order on Contract No. 4 – Field Change Payment #1 – Contract Overruns. Value = 0.00**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 4 Detail Report
 - Contract Completion Closeout Resolution
 - Cost Analysis Worksheets
 - Engineer's Analysis and Explanations
 - FCP value applied to OOC = \$37,253.00
- **Order on Contract No. 5 – Differing Site Conditions. Value = \$636,691.65**
 - Construction Order On Contract Checklist
 - APPIA Change Order No. 5 Detail Report
 - Contract Completion Closeout Resolution
 - Approved 12-Inch Watermain Installation Drawings
 - Michels Corporation Computation of Additional Costs, DSC-1: 12" Watermain Installation
 - Michels Corporation Computation of Additional Costs, DSC-02: Micropile Installation – Test/Production Piles
 - Michels Corporation Computation of Additional Costs, DSC-03: Unsuitable Soils

OOC#3 utilized project underruns to compensate for the item modifications necessitated due to the direction to the Contractor communicated in RFI's 7 and 8. A credit of \$6,382.37 is returned to the contract upon approval of this OOC.

In OOC #4 the item overruns of the contract required applying Item 697.03 Field Change Payment (FCP). The majority of the contract item overruns were comprised of additional work directed by the Resident Engineer and agreed by the City of Newburgh. A value of \$76,000 is available under item 697.03 in this contract and in OOC #4 total value \$37,253.00 was applied for compensation of the project overruns.

OOC #5 was written to introduce three (3) new items into the contract for work complete by the Contractor for work in excess of the contract scope. On October 5, 2021, the City of Newburgh and the Contractor entered into an agreement for resolution of outstanding differing site condition claims, and the agreed documentation per this document has been received and incorporated into OOC #5. The value of OOC #5 is \$636,691.65.

As \$76,000 has been secured for the FCP in the contract, additional funds, specifically \$38,747.00 will be available to be applied to the value of OOC #5 upon approval of OOC #4. Therefore, the total value of additional funding required to be secured by the City of Newburgh for further processing of these Order on Contracts and payment to the Contractor is \$597,944.65.

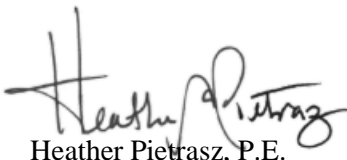
Upon approval, the revised project value is \$2,776,191.65. Please note this final contract value does not include the credit to be received upon approval of OOC #3, as it is being held as a contingency for outstanding work to be completed.

No change to the project completion date of May 31, 2021, is made in this order. Communication between this office and the Contractor has been initiated to finalize the EOT and submit for processing. The EOT Order on Contract is independent of the funding required for OOC's 3, 4, and 5.

Should you have any questions or if you need anything further feel free to contact me by email at hpietrasz@hveapc.com or by phone at 914-850-2992.

Sincerely,

HVEA Engineers



Heather Pietrasz, P.E.
Resident Engineer

cc: B. Fitzgerald, PE, HVEA Engineers
L. Bach, PE, HVEA Engineers

CONSTRUCTION ORDER ON CONTRACT CHECKLIST

L D 035371 OOC #: 5 EIC: Heather Pietrasz, HVEA Engineers DATE: Dec 4, 2021

☒ ORIGINAL ☐ RESUBMITTAL

PIN: 8761.39 DESCRIPTION: Differing Site Conditions % TIME ELAPSED: 100

CONTRACTOR: Michels Corporation % CONTRACT WORK COMPLETED: 92.9

GENERAL - EVERY ITEM: PREPARER'S


REGIONAL COORDINATOR CHECK

CHECK	DESCRIPTION	OK	NO
<input checked="" type="checkbox"/>	VERBAL APPROVAL SHEET ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	CONR7-2L IS AN ORIGINAL SIGNED	<input type="checkbox"/>	<input type="checkbox"/>
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YES	NO		
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<input type="checkbox"/>	<input checked="" type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> DOES ANY NON-MAJOR ITEM QUANTITY OVERRUN MORE THAN 100%	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> A PRICE ANALYSIS WORKSHEET (BID OR NEW) IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> ARE ITEMS ADDED TO THE CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/> A NEW PRICE ANALYSIS IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/> OOC BACKUP AND EXPLANATION DISK SUBMITTED	<input type="checkbox"/>	<input type="checkbox"/>

NEW OR CHANGED ITEMS:

<input checked="" type="checkbox"/>	ALL TYPES: ARE SPECIFICATIONS ATTACHED, OR IF APPLICABLE, IS REFERENCE MADE TO THE STANDARD SPECIFICATIONS IN THE EXPLANATIONS	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	AGREED PRICE ITEMS: A LETTER WITH THE AGREED PRICE FROM THE CONTRACTOR IS ATTACHED	<input type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	OWNERSHIP COSTS WERE DEPRECIATED BASED ON EQUIPMENT AGE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	IF FE DID NOT PRECEDE THIS FA INTRODUCTION, AN EXPLANATION IS ATTACHED AS TO WHY IT WAS NOT PROVIDED	<input type="checkbox"/>	<input type="checkbox"/>

REVIEWED AND RECOMMENDED BY:



RESIDENT ENGINEER - EIC

12.5.21

DATE

THE EXPLANATIONS & AGREED PRICES WERE REVIEWED AND ARE ACCEPTABLE

RECEIVED: _____

REVIEWED BY: _____

RETURNED FOR RESUBMITTAL ☐

ACCEPTED FOR APPROVAL ☐

CONSTRUCTION SUPERVISOR

DATE

REGIONAL OOC COORDINATOR

DATE



HVEA Engineers

Change Order Details

PIN 8761.39 Lake Drive/Quassaick Creek Bridge Replacement

Description	The replacement of two corrugated metal twin arch pipes with a precast structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek.
Prime Contractor	Michels Corporation 817 W. Main Street, PO Box 128 Brownsville, WI 53006
Change Order	5
Status	Pending
Date Created	11/06/2021
Type	Changed Conditions
Summary	Differing Site Conditions
Change Order Description	<p>This Order on Contract is written for New Items added to the Contract due (1) additional work activates required to be performed by the Prime Contractor due to Differing Site Conditions (DSC) and (2) for fencing to be installed on the structure wingwalls due to the final conditions of the work which warranted additional measures for safety. Michels Corporation (Michels) and the Sponsor have identified the following DSC and have finalized to the associated Agreed Price packages.</p> <p>DSC Claim 1: 12-inch Watermain Conflict</p> <p>During the course of the work it was determined that the existing 12-inch watermain which crossed Quassaick directly downstream of the south face of the culvert not only was of differing material, specifically cast iron rather than the ductile iron pile identified on the Contract Documents, but it also conflicted with the excavation limits at the Southeast quadrant of the project site. Due to the unstable condition of the watermain, Michels took the position that they could not progress the activities associated with the contract work in the area of this watermain. This notice was sent to the Sponsor on 8/10/21. The Sponsor directed Michels to replace this watermain in correspondence dated 9/28/21.</p> <p>The contract plans were revised to provide for the installation of the new 12-inch watermain and these drawing were provided to Michels to incorporate any modifications to contract items, specifically the required penetrations in the SE and SW wingwalls. Michels will subcontract out the installation work to TAM Enterprises. This work is scheduled for Spring 2022.</p> <p>New Item: 950.11 Value: \$244,321.59</p>

DSC Claim 2: Micropiles – Test/Production Piles

During the work associated with Item 551.50220017 Static Pile Load Test Michels identified subsurface conditions not adequately recognized in the contract plans (identified condition is applicable to DSC Claim #3). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of boulders and unclean fill required Michels to change the method of drilling previously submitted and approved. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Workforce delay. The additional time of the workforce to complete the test pile installation based on the baseline project schedule is deemed reasonable since at the time of bid Michels would not have been able to foresee the subsurface conditions encountered in the area of the test piles and reaction piles. Materials, equipment and the control of water associated with this work are excluded.
- Equipment Re-tooling. The costs for the retooling of the drill rig and corresponding equipment necessary for the installation of the test pile after the change from a tricone rotary drilling method to a down the hole hammer drilling method.

As work progress past the installation of the test pile, the differing conditions identified in that activity impacted the progression of Item 551.99460017 Micropiles (Contractor Designed). Specifically, the acceptable outcome of the Test Pile installation by use of a down-the-hole-hammer encouraged a redesign of the production piles in two ways, the first being that the effective diameter of the production piles was to be increased from 10.0 inches to 11.0 inches and second, the method of grout placement within the production piles was modified to be a Type A (i.e. gravity pour via a tremie pipe) rather than a Type B (i.e. enhanced grout placement via a high injection pressure within the permanent casing). Additionally the method of drilling was reasonably changed from a Rotary Duplex method to a Rotary Percussive Duplex method based on the subsurface conditions encountered during drilling of the test pile.

The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Upgraded equipment. Change from a Rotary Duplex method to a Rotary Percussive Duplex method
- Increased grout intake. The subsurface conditions did affect the grout take and did cause the increase of grout necessary to successfully complete a many of the micropiles. Compensation will be made on the additional quantity of Type II cement used in the work.
- Time Delay. The actual time for the installation of the production piles above what was submitted in the baseline schedule will be recovered. Work which is deemed reasonable is labor and equipment differential.

The Sponsor and Michels entered into negotiations upon receipt of the Agreed Price Estimate of \$342,038.01, and the agreed and finalized cost of this work is \$339,587.56.

New Item: 950.05

Value: \$339,587.56

DSC 3: Unsuitable Soils

During the work associated with Item 209.15200009 Temporary Sump Pit Michels identified subsurface conditions not adequately recognized in

the contract plans (identified condition is applicable to DSC Claim #2). Michels communicated this differing site condition on August 28, 2021. This differing site condition, specifically the presence of unclean fill which contained boulders, trash, wood, and metal objects. The following items associated with this activity were found to be reasonable and compensable activities identified, and were submitted as an Agreed Price Proposal:

- Time, Materials and Equipment required for the additional excavation of 4-feet below bottom of footing, for both the east and west footings
- Time, Materials and Equipment required for the installation of 4-feet of stone for both the east and west footings
- Time for Worker/Equipment for double handling of debris only
- Disposal of debris only

The Sponsor and Michels entered into negotiations upon receipt of the Agreed Price Estimate of \$75,657.62, and the agreed and finalized cost of this work is \$75,000.

New Item: 950.01

Value: \$75,000

Change Condition #1

It was noted that due to the access now available at the project site, specifically the clear zones from the ROW to the structures wingwalls it was determined that the fencing proposed to be installed per contract would not adequately protect the public from potential fall hazards. The Sponsor directed Michels to receive quotes for the new method of installation, specifically structure mount rather than ground mounted, and proceed with the installation. New item 950.06

Awarded Project Amount	\$2,139,500.00
Authorized Project Amount	\$2,139,500.00
Change Order Amount	\$636,691.65
Revised Project Amount	\$2,776,191.65

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT AMENDMENT FOR
ADDITIONAL CONSTRUCTION INSPECTION SERVICES
WITH HUDSON VALLEY ENGINEERING ASSOCIATES, P.C. FOR THE LAKE DRIVE
BRIDGE (BIN No. 2223630/PIN#8761.39) REPLACEMENT PROJECT
AT A COST OF \$150,610.94**

WHEREAS, the Lake Drive Bridge has been Red Flagged for structural deficiencies by the New York State Department of Transportation; and

WHEREAS, following an RFQ process for selecting a design consultant in accordance with the Federal Aid process, by Resolution No. 1-2017 of January 9, 2017, the City Council of the City of Newburgh, New York authorized the City Manager to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for engineering services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630/PIN#8761.39) Bridge Replacement Project (the "Project") at a cost not to exceed \$364,949.00; and

WHEREAS, the federally funded projects require complete oversight during construction to ensure the project is completed according to the plans and specifications and by Resolution No. 245-2019 of October 15, 2019, the City Council authorized the City Manager to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for construction inspection services related to the Project at a cost not to exceed \$274,880.36; and

WHEREAS, Hudson Valley Engineering Associates, P.C. has submitted a proposal for additional construction inspection services necessary for the completion of the Project at a cost of \$150,610.94 with the funding for the additional construction inspection services to be derived from the 2016 BAN—H1.5110.0208.8102.2016 and the OCTC TIP Reserve Fund A.0000.0882.0000, which funding shall be reimbursed through the Master Federal Aid Project Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract amendment with Hudson Valley Engineering Associates, P.C. for additional construction inspection services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630/PIN#8761.39) Bridge Replacement Project at a cost not to exceed \$150,610.94.

Exhibit A, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE ENGINEERING SALARY RATES		
	GRADE	PRESENT	PROJECTED	OVERTIME
		(07/19)	(03/20)	CATEGORY
Project Manager	VI (A)	\$76.00	\$78.28	A
Resident/Office Engineer	IV (A)	\$52.00	\$53.56	C
Project Engineer	IV (A)	\$52.00	\$53.56	B
Chief Inspector	IV (N)	\$47.14	\$48.55	C
Office Engineer	III (N)	\$45.00	\$46.35	C
Senior Inspector	III (N)	\$41.00	\$42.23	C
Inspector	II (N)	\$34.00	\$35.02	C

OVERTIME POLICY

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

Exhibit A, Page 2
Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2021												Hours	Rate	Premium Portion of Overtime	Direct	Labor
		J	F	M	A	M	J	J	A	S	O	N	D					
Project Manager	VI (A)													0	\$78.28			\$0.00
Resident/ Office Engineer	IV (A)		80	168	168							80	168	664	\$53.56			\$35,563.84
Overtime														0	\$53.56			\$0.00
Project Engineer	IV (A)		20	20										40	\$53.56			\$2,142.40
Chief Inspector	IV (N)													0	\$48.55			\$0.00
Office Engineer	III (N)													0	\$46.35			\$0.00
Senior Inspector	III (N)													0	\$42.23			\$0.00
Overtime														0	\$42.23	\$0.00		\$0.00
Inspector	II (N)		80	168	168							80		496	\$35.02			\$17,369.92
Overtime														0	\$35.02	\$0.00		\$0.00
														1,200		\$0.00		\$55,076.16

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

1. TRAVEL

a) On-Job Travel -

1 inspectors x 21 days/month x

4 months x 10 miles/day = \$840.00

Total On-Job Travel-

840 mi. x \$0.580 /mi.= \$487.20

SUBTOTAL, TRAVEL \$487.20

b) Material Testing - as needed

SUBTOTAL, MATERIAL TESTING \$15,000.00

c) Construction Management Software

8 inspector Months - Appia Construction Estimating Software @

\$158.33 per month \$1,266.64

SUBTOTAL, SOFTWARE \$1,266.64

TOTAL DIRECT NON-SALARY COST \$16,753.84

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$55,076.16
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$16,753.84
Item III, Overhead, 117% subject to audit	\$64,439.11
Item IV, Fixed Fee (12%) (applied to Items IA & III)	<u>\$14,341.83</u>
Total:	\$150,610.94

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A TIME EXTENSION TO THE MICHELS CORPORATION
CONSTRUCTION CONTRACT IN
THE LAKE DRIVE OVER QUASSAICK CREEK REPLACEMENT PROJECT
(BIN#2223630/PIN#8761.39)**

WHEREAS, by Resolution No. 114-2020 of May 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the bid for construction of the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39) to Michels Corporation in an amount not to exceed \$2,139,500.00; and

WHEREAS, supply chain issues related to the Covid-19 pandemic contributed to an approximately 1-year delay in receiving 12-inch water main needed for installation along the downstream side of the new bridge and water main is now anticipated to be delivered by May 1, 2022 requires an extension of time until May 31, 2022 to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract completion extension until May 31, 2022 with the Michels Corporation in the Lake Drive over the Quassaick Creek Bridge Replacement Project (BIN#2223630/PIN#8761.39).

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT WITH PAPITTO CONSTRUCTION COMPANY, INC.
FOR THE REMOVAL OF AN UNDERGROUND PETROLEUM STORAGE TANK
AT CITY OWNED PROPERTY LOCATED AT 125-129 GRAND STREET
IN THE AMOUNT OF \$89,650.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the removal of an underground petroleum storage tank at City owned property located at 125-129 Grand Street; and

WHEREAS, bids have been duly received and opened; and

WHEREAS, upon such review of the submitted bids it has been determined that the lowest responsible bidder is Papitto Construction Company, Inc.; and

WHEREAS, funding for such project shall be derived from the 2020 Bond Budget Code H1.1120.0208.0000.2020; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the removal of an underground petroleum storage tank at City owned property located at 125-129 Grand Street be and is hereby awarded to Papitto Construction Company, Inc. in the amount of \$89,650.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

PAPITTO CONSTRUCTION CO., INC.
867 FAIR STREET
CARMEL, NY 10512



RVV
9:23 AM
12/20/2021

City of Newburgh Comptroller's Office
City Hall, City of Newburgh
83 Broadway - 4th Floor
Newburgh, New York 12550
Attn: City Comptroller

Bid #18.21 - Removal of One (1) Underground Storage
Tank located at 125-129 Grand Street

Bid Due: 11:00 a.m.

MONDAY DEC. 20, 2021

RESOLUTION NO.: _____-2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE ASSESSOR TO GRANT
LIMITED INCOME EXEMPTIONS PURSUANT TO
NEW YORK STATE REAL PROPERTY TAX LAW SECTION 459-C AND SECTION 467
TO SENIORS AND INDIVIDUALS WITH DISABILITIES
ON THE 2022 ASSESSMENT ROLL PURSUANT TO EXECUTIVE ORDER 11.1**

WHEREAS, on November 26, 2021, Governor Kathy Hochul issued Executive Order No. 11, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic; and

WHEREAS, the State disaster emergency has affected municipal services and rendered many seniors and individuals with disabilities unable to file their real property tax exemption applications in person due to health and safety restrictions and lack the ability to file said exemption applications on-line; and

WHEREAS, in recognition of the above problems caused by the pandemic, Governor Hochul issued Executive Order No. 11.1 on December 26, 2021, thereby extending Executive Order No. 11 and suspending and modifying Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, authorizing the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such sections on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons; and

WHEREAS, Executive Order 11.1 further allows the governing body of said assessing unit in such resolution, at its option, to include procedures by which its assessor may require a renewal application to be filed if she or he has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner or died; and

WHEREAS, the City Council of the City of Newburgh finds that adopting a Resolution consistent with Executive Order 11.1 directing the Assessor to grant exemptions on the 2022 assessment roll to all eligible senior citizens and individuals with disabilities with limited income, and granting the Assessor the authority to require renewal applications for due cause utilizing procedures outlined below, 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 pursuant to the authority granted by Executive Order No. 11.1, issued by the Governor of the State of New York that the Assessor be and hereby is directed as follows:

1. Grant exemptions on the 2022 assessment roll to all individuals who received the senior exemption on the 2021 assessment roll and all individuals who received an exemption on the 2021 assessment roll because they were recognized as a person with disabilities and limited income, at the same amount received on the 2021 assessment roll and dispense with the need for any such individuals to file renewal applications for such exemptions, except that
2. Any such individual may file a renewal application, which the Assessor must make available by postal mail or electronic means, if they determine their income has changed in a manner that would grant them a greater exemption than what was present on the 2021 assessment roll; and
3. The Assessor may, in her sole discretion, require a renewal application to be timely filed if she has reason to believe that any such individual, who qualified for the aforementioned exemption on the 2021 assessment roll, may have since changed their primary residence, added another owner to the deed for the relevant property, transferred such property to a new owner, or died; and
4. If the Assessor requires such renewal application be filed or if any eligible individual wishes to file a renewal application, the Assessor shall provide a copy of the application, with written instructions on how to file same, by regular mail without requiring anyone to file in person, which shall include instructions for contacting the Assessor's office to accomplish filing by alternate means, which may be by mail or by making an appointment to drop same off at City Hall, located at 83 Broadway, Newburgh, New York 12550.

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
CITY COLLECTOR'S OFFICE PAYMENT COLLECTION POLICY AND PROCEDURE**

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh City Collector's Office Payment Collection Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect immediately upon adoption by the City Council.



CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

Todd Venning, City Manager

tvenning@cityofnewburgh-ny.gov

Date: January 10, 2022

To: Mayor Harvey & City Council

From: Todd Venning, City Manager
Ryan Ciancanelli, Acting City Comptroller
Vickiana Demora, City Collector

Re: Payment Collection Policy – City Collector’s Office

I. PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the collection of payments within the City Collector’s Office. The City Collector’s Office receives payments in a variety of formats. Cash is the most liquid asset and the most susceptible to loss if not properly controlled. Cash is handled daily within the City Collector’s Office by all cashiers. Strong internal controls are necessary to prevent any mishandlings of cash and protect employees from inappropriate charges of mishandling funds. This information should be used to provide staff with the tools to facilitate the establishment of strong internal controls related to cash handling and other forms of payment received in the City Collector’s Office.

The collection and control of cash is centralized in one location; however, each cashier has their own register. As a result, each register is handled by one individual cashier. Cash handling procedures shall be followed in the collection, recording, safekeeping and depositing of the City of Newburgh’s funds.

This information has been developed to bring employees in compliance with Newburgh’s cash collection policy and protocols. These procedures must be followed to ensure compliance with the City’s most liquid assets, and to protect employees and the City from alleged negligence.

Cashiers are responsible for making sure they have a current copy of these procedures. Changes in the City’s cash handling policies and procedures may be made periodically and will be communicated by E-mail and written policy will be updated and issued annually. The most current copy of the cash handling procedure is located in the Comptroller’s Office. The information herein supersedes all previous cash handling procedures.

II. HOW TO COLLECT CASH

1. Cash must be handled in view of the customer until the transaction is complete.
2. Review every bill with a counterfeit bill detector pen or run bills through the counterfeit detector machine. A counterfeit pen can be obtained from the Comptroller's Office if you do not have one.
3. When giving change, bills should always be counted back to the customer.
4. All cash received must be placed in the cash drawer and verified prior to the start of the next transaction.
5. Non US currency and coins (Canadian) cannot be accepted.

III. HOW TO COLLECT CHECKS

Checks are made payable to the *City of Newburgh*. The account number or bill number must be written on the memo line of the check. This information is helpful in the event the check is returned from the bank as non-sufficient funds.

Every check must be reviewed for completeness as follows:

1. Checks must be made payable to City of Newburgh.
2. Checks must be for the exact amount of transaction only.
3. Verify the numerical and written amount numbers match.
4. Verify that the date of with check is within 90 days of the collection date. Checks may not be held for future deposit.
5. Verify the account holder's name, address and phone number is included on the check.
6. Verify the check is signed by the account holder.
7. Verify the check has a bank name listed and that the routing number, bank account number and check number are encoded on the bottom edge of the check.

Checks Not Accepted:

- Checks drawn on foreign banks
- Checks issued in foreign currency
- Third Party checks
- Post-dated checks
- Traveler's checks

IV. HOW TO COLLECT CREDIT CARD PAYMENTS

1. Credit card payment are processed through Municipay or RMC pay (parking). The account number or bill number must be entered as the reference number in Municipay.
2. All credit card payments processed on-site must have the physical credit card along with the ID of the individual. The ID must match the name on the credit card.

3. After a credit card payment has been processed, two (2) copies of the receipt must be printed. One (1) copy is for the resident and the other should be attached to the payment stub.

V. COLLECTION PROCESS

Cashiers employed by the City Collector's department will be responsible for the collection and safeguarding of cash collected within the department.

1. At the beginning of the shift, the employee will count their cash register and confirm there is a \$300 starting balance. Any discrepancies from the \$300 starting balance must be reported to the Tax Collector immediately.
2. Cashiers will collect payments from customers as each designated bill states. Partial payments are only accepted for water/sewer and sanitation bills. Cash must be handled in view of the customer until the transaction is complete.
3. Receipts must be issued for cash, credit cards and checks received in person. This is for the cashier's protection as well as the customer. A receipt is to be issued immediately when a transaction is complete.

Once the transaction is complete and all funds have been collected, receipts are issued by printing a copy of the bill and stamping it as paid and including the method of payment.

If you do not have the ability to print receipts, a receipt book must be used and should include the following information:

- Date
- Amount paid and type of payment
- Name of individual paying
- Description/billing or account number
- Printed name of the cashier issuing the receipt

Give the payer the original copy of the receipt and the carbon copy will remain in the book. If you void the receipt, keep it in the book. **DO NOT THROW IT OUT.** ALL duplicate copies of the receipt book should be intact. Do not rip out any of the duplicate receipts from the book.

4. The cashier will update and log each transaction in the City's financial software. KVS is the software used to collect City & County taxes, delinquent taxes, delinquent school taxes and IPA payments. iCis is the software used to collect water, sewer and sanitation payments.
 - a. During the higher peak periods (such as a Due Date), each cashier must log each cash transaction instantly, any check or credit card payments may be posted by the end of the day

5. The cashier shall place any amounts collected into their individual drawers. If more room is needed than what is available in the drawer, the money must be secured in the cashier's individual money bags and placed in the safe.
6. At the end of the cashier's shift, all funds collected must be reconciled against the payment ledger and \$300 must be the ending balance left in their drawer. Any discrepancies from the \$300 ending balance must be reported to the City Collector immediately.
7. Cashiers must compile their day end packet for the City Collector or Senior Cashier to verify.
8. After verification, the Senior Cashier or Tax Collector will place all funds collected in the safe and deliver to either TD Bank or Key Bank for deposit.

VI. COLLECTIONS FOR DELINQUENT TAX PAYMENTS

1. All current billings must be paid in full with certified funds prior to paying liens.
2. If a property has more than one lien, all liens must be paid at the same time with certified funds. Liens cannot be paid one lien at a time.
3. Once liens are paid, certificates of redemption must be created and signed by the Director of Finance. The original signed certificate must be sent to the Orange County Clerk. A copy must be mailed to the property owner and also filed with the City of Newburgh.

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
YVONNE GARRIQUES and DEVON FLAVIUS
FOR PREMISES LOCATED AT 30 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 42)**

WHEREAS, by Resolution No.: 233-2015 of September 14, 2015, this Council authorized the conveyance of real property known as 30 Dubois Street, more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, to Yvonne Garriques and Devon Flavius, subject to certain terms and conditions; and

WHEREAS, Paragraph 4 of said Terms and Conditions of Sale provided that the City, as seller, hold a Purchase Money First Mortgage and Note for the balance of the purchase price; and

WHEREAS, said Note and Mortgage were executed by the mortgagor on November 9, 2015; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Yvonne Garriques and Devon Flavius for premises located at 30 Dubois Street (Section 30, Block 1, Lot 42).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of November 9, 2015, made by Yvonne Garriques and Devon Flavius to the City of Newburgh, given to secure payment of the principal sum of THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY AND 28/100 (\$39,780.28) Dollars, and duly recorded in the Orange County Clerk's Office on February 22, 2016 in Liber 14012 at page 953;

which mortgage has not been further assigned of record.

Dated: January _____, 2022

CITY OF NEWBURGH

By: Todd Venning, City Manager
Per Resolution No.: _____-2022

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

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
AT PRIVATE SALE TO WEST SHORE HUDSON LLC
FOR THE AMOUNT OF \$21,500.00**

WHEREAS, the City of Newburgh desires to sell a parcel of vacant real property unidentified on the official tax map of the City of Newburgh, said parcel being adjacent to a parcel of real property known as 27 South Water Street, being more accurately described as Section 31, Block 5, Lot 8.1 on the official tax map of the City of Newburgh; and

WHEREAS, the owners of 27 South Water Street, West Shore Hudson LLC (by Nicolas DiBrizzi and Nick Citera), have offered to purchase the vacant real property adjacent to 27 South Water Street; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the West Shore Hudson LLC be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the amount of \$21,500.00 in money order, good certified or bank check, made payable to the City of Newburgh, such sum to be paid on or before April 8, 2022, being approximately ninety (90) days from the date of this resolution; and

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

Terms and Conditions Sale Vacant Real Property Adjacent to 27 South Water Street (No SBL)

STANDARD TERMS:

1. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
2. Not applicable.
3. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to merge the subject property with the property known as 27 South Water Street (Section 31-5-8.1) into one (1) tax lot within six (6) months of taking title to the subject property. The deed shall include this provision as a Restrictive Covenant. If the purchaser has not complied with this provision, then title to the property shall revert to the City of Newburgh.
4. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
5. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
6. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
7. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their

addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

8. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The purchaser shall provide a survey description to the City's Corporation Counsel at least thirty (30) days in advance of closing title and approved by the City's Engineer.

RESOLUTION NO.: _____-2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO SURENDRA SHARMA TO THE PREMISES KNOWN AS
24 WASHINGTON PLACE (SECTION 37, BLOCK 7, LOT 25)**

WHEREAS, on December 8, 2009, the City of Newburgh issued a deed for property located at 24 Washington Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 37, Block 7, Lot 25, to Surendra Sharma; and

WHEREAS, the current owner of the property, Kirk Yegarian, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 24 Washington Place, Section 37, Block 7, Lot 25 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in deed dated December 8, 2009, from THE CITY OF NEWBURGH to SURENDRA SHARMA, recorded in the Orange County Clerk's Office on December 17, 2009, in Liber 12942 of Deeds at Page 223 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2022

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM
A DEED ISSUED TO HECTOR GUALPA TO THE PREMISES
KNOWN AS 232 SOUTH WILLIAM STREET (SECTION 38, BLOCK 4, LOT 54)**

WHEREAS, on December 15, 2017, the City of Newburgh conveyed property located at 232 South William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 4, Lot 54, to Hector Gualpa; and

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

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 232 South William Street, (Section 38, Block 4, Lot 54) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated December 15, 2017 from THE CITY OF NEWBURGH to HECTOR GUALPA, recorded in the Orange County Clerk's Office on February 22, 2018, in Liber 14365 of Deeds at Page 1157 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

Dated: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2022

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO. _____-2022

OF

JANUARY 10, 2022

**A RESOLUTION ACCEPTING A DONATION OF ONE
2020 HARLEY DAVIDSON MOTORCYCLE (VIN#1HDIFMP16LB667168)
FROM THE GERALD A. DOERING FOUNDATION**

WHEREAS, the Gerald A. Doering Foundation has offered to donate one (1) 2020 Harley Davidson motorcycle (VIN#1HDIFMP16LB667168) to the City of Newburgh for use by the Police Department; and

WHEREAS, the Police Department proposes to use the donation of the motorcycle to facilitate the formation of a Motorcycle and commercial traffic enforcement unit; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept the donation of the 2020 Harley Davidson motorcycle;

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 accept the donation of one 2020 Harley Davidson motorcycle (VIN#1HDIFMP16LB667168) from The Gerald A. Doering Foundation with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: _____-2022

OF

JANUARY 10, 2022

**A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK
TO DELETE ONE SENIOR ACCOUNT CLERK AND ADD ONE SENIOR TYPIST
IN THE POLICE DEPARTMENT**

WHEREAS, the 2022 Personnel Analysis Book deleted one Senior Typist position and added one Senior Account Clerk in the Police Department; and

WHEREAS, the Police Department proposes to delete one Senior Account Clerk position and add one Senior Typist position to improve the efficiency of the Police Department; and

WHEREAS, the addition and deletion of a job title in the Police Department 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 Senior Account Clerk position and add one Senior Typist position in the Police Department.

RESOLUTION NO. _____ - 2022

OF

JANUARY 10, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE ORANGE COUNTY ARTS COUNCIL
AMERICAN RESCUE PLAN EDA GOOD JOBS CHALLENGE GRANT APPLICATION**

WHEREAS, The United States Department of Commerce Economic Development Administration is allocating \$500 million through its American Rescue Plan Good Jobs Challenge Grant Program for the purpose of getting Americans back to work by building and strengthening systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good-paying jobs; and

WHEREAS, the Orange County Arts Council proposes to apply for grant funding to support a workforce development program for film, media and arts industries project entitled Artswork/Creative Industries Career Council (the “Project”); and

WHEREAS, the Project is an initiative that creates permanent career-building opportunities for at-risk youth, unemployed or underemployed persons from underserved communities, with an emphasis on Black, Indigenous, People of Color (BIPOC) and women, emerging professionals and workforce returnees which is intended to build and strengthen systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs for 160-200 individuals with hiring opportunities to follow; and

WHEREAS, the City Council finds that supporting the Orange County Arts Council’s American Rescue Plan EDA Good Jobs Challenge Grant Application to fund the Artswork/Creative Industries Career Council Project is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Orange County Arts Council’s American Rescue Plan EDA Good Jobs Challenge Grant Application to fund Artswork/Creative Industries Career Council Project.

Workforce Development - Film, Media, Arts Industries

Orange County Arts Council is submitting a request for 3.5 - 5 million to the “EDA Good Jobs Challenge”. This program is designed to get Americans back to work and increase wage growth, as well as develop demand-driven systems that will continue to support Americans in securing and retaining quality jobs. Orange County Arts Council serves as the backbone organization for this sectoral partnership. This Workforce Development program will provide training and careers to **160-200 people** in our Orange County.

Employer/partners provide hiring commitments in order to secure career placement for the trainees. In addition to employer commitments, we have support from Hudson Valley Regional Council, The City of Newburgh, State Senators, and The Human Rights Commission among others.

Request: There is a significant increase of grant acceptance should pledges of any matching funds be secured. Although matching funds are not required for this grant, the review panel favors applications that demonstrate community support.

Funds would be used to hire trainers for specific skills that will lead to direct employment such as Production Assistant, Video Editing, Set Designer, Costume Design, Steel Work, etc. Other budgeted items include equipment purchases and supplies, transportation, and career counseling. A detailed budget for one of our partners from Choice Films is attached.

OVERVIEW

Artwork/Creative Industries Career Council (A/CICC) creates permanent career-building opportunities for at-risk youth, emerging professionals and workforce returnees. It builds and strengthens systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs. Fast-growing creative industries partner with nonprofits, municipalities and county leadership to teach employable skills and thus provide opportunities. This initiative provides on-the-job training and employment to 160-200 individuals, with hiring opportunities to follow. This program addresses economic disparities by working closely with organizations that support those with labor barriers.

Who Will Be Served

All residents of Orange County will be eligible to apply to participate in this train-to-hire program. Many individuals in our community face access challenges and labor barriers due to factors including, but not limited to: transportation availability, technology/internet access, interview and resume skills, childcare, higher education, elder family care responsibilities, and safe housing.

This program will directly reach out to those with labor market barriers by providing wrap-around services to such as persons with disabilities, disconnected youth, individuals in recovery,

individuals with past criminal records including justice-impacted and reentry participants, serving trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Women, Infants and Children (WIC), and veterans and military spouses.

About Us

The program is facilitated by **Orange County Arts Council (OCAC), Goshen, NY**. OCAC is a non-profit arts advocacy organization whose mission includes providing working opportunities in creative industries. OCAC will be responsible for fiscal oversight of this project. Its role includes maintaining a dedicated bank account solely for the purpose of this project, as well as overseeing all finances and accounting for expenses. OCAC at present serves as fiscal sponsor for a number of Orange County nonprofits, giving them the ability to build businesses and create jobs in the local arts community. Because Orange County has a large underserved population, this service provides a leg-up opportunity that otherwise would not be available within some of our fastest growing industries.

Our Partners

Our strategic partners are Choice Films, Thornwillow Institute, Urban Art Projects/Polich Tallix (UAP), EC Media, Studio and Forum of Scenic Arts. Thanks to the creative industries, there is great promise for growth. These Orange County businesses have taken the initiative to invest in local resources to maintain and grow their workforce. This includes training and hiring staff, rehabilitating existing structures to transform into work spaces and studios, creating a ready workforce that will, in turn, spend their income in local businesses.

Orange County, NY is rapidly becoming a major player in the film, television and media industries. HBO, Netflix, Showtime and broadcast network stations, as well as other media outlets come here to film their productions because of its close proximity to New York City, prime sound stages at Choice Film/Umbra Stages (a growing entity investing heavily in the area), a variety of locations and sites for filmmakers to choose from, and good transportation (both public and highways). Despite this, production companies are struggling to find skilled workers. A/CICC has identified five sectoral partners that require specific skills necessary to the film, television and media industries. These partners have developed skills training curriculum and materials, have secure technical expertise needed to train workers with the skills needed by these businesses, including professional development and capacity building. It is also the intention of these businesses to hire participants in worker development programs, ensure barriers such as transportation to jobs is eliminated, and supply necessary technology for successful job retention. These participants will also be eligible to join unions for added job security. To date, Choice Films has generated over \$20 million into our local economy.

Our Region

Because Newburgh and the surrounding area is the site of Orange County's film industry, this city has been identified as the prime focus of this effort. Middletown, located in the center of Orange County, has been identified as the secondary focus of A/CICC. Both cities have similar populations, are located along major highways, have good public transportation and a ready workforce. However, any citizen of Orange County will be eligible to participate and encouraged to apply.

Newburgh, NY is located on the Hudson River, 69 miles north of New York City. It is an historic city and its East End Historic District was added to the National Register of Historic Places in 1985, containing over 4,000 historic buildings. Washington's Headquarters is located here and is a New York State Historic Site. In 1950, Newburgh was celebrated as the most beautiful city in America by *Look* Magazine, as is also known for Lucille Ball's stage debut at the Ritz Theater. With the collapse of its manufacturing base, Newburgh suffered economic decay. The city is in the midst of a renaissance, thanks to a strong growing presence of the arts, professional and emerging artists moving into the city, and its close proximity to New York City. Transportation routes include I-87 and I-84, US 9, and five miles away (directly across the Hudson River), a Metro-North train station is located at Beacon, NY. Bus transportation within Newburgh includes both local, countywide and New York City routes. Both bus and a ferry provide connections to Metro-North RR in Beacon. Newburgh still faces deep economic challenges. Its population is 28,277 (as of 2019). The per capita income is \$20,595, and its percentage in poverty is 25.4%. Its broadband accessibility is approximately 66%. Its labor force participation is 65% (ages 16+).

Middletown, NY is located in the center of Orange County, is 75 miles northwest of New York City, is 27 miles west of Newburgh and has similar demographics as Newburgh. As a result of the growth of railroad lines, Middletown grew as an industrial center in the mid-1800s, but faded after WWII. During the 1950s, poor public planning decisions resulted in the destruction of significant historical properties as well as commercial properties that should've been left on the tax rolls. Development outside of Middletown's city limits, in both retail and housing, further caused the closure of downtown businesses. Recently, Middletown has begun its own renaissance, as interest in its downtown district has risen. New enterprises, anchored by the historic Paramount Theater, are opening and thriving. However, this small city still faces economic challenges. Present transportation routes include bus routes, Metro North/NJ Transit Port Jervis train line (offering transportation to New York City and its New Jersey metropolitan areas), I-84 and I-86 (transitioning from NYS Route 17). As of 2019, its population is 28,189; its per capita income is \$28,180; its poverty rate is 15%; its labor force participation rate is 65% (ages 16+) and its broadband accessibility is 66%.

Employers/ Industry Partners

Choice Films, Inc., Newburgh, NY is a multi-award-winning full-service production company that has been producing film, television, regional and Off-Broadway theatre, multimedia/web projects and live events since 2001. Along with Umbra Stages, this company has heavily invested in the revitalization of Newburgh and its surrounding areas, namely, New Windsor, NY. The purchase of several large spaces, including a catering hall, bowling alley and car dealership will now be transformed into sound stages, providing opportunities for employment.

Summer Crockett Moore and Tony Glazer are the managing partners and founders of Choice Film, and are the creators of **Below The Line Boot Camp (BTL)**, a not-for-profit training program dedicated to the training of at-risk and underserved youth in the fundamentals of film production and giving them immediate opportunities for employment as Production Assistants. BTL Bootcamp also provides continuing mentorship to all graduates as they consider and navigate a career in the film/television sector. The program is free to all. BTL also provides participants with transportation, a laptop, on-the-job training and employment opportunities, as well as entryways into unions. Now entering its fourth year, graduates have received the opportunity for immediate placement in paying transitional and then fully paid jobs on set, and of 75 graduates, over half are currently employed in jobs in the Hudson Valley, working for HBO, Crown Media, Netflix, on several independent productions, and with Umbra Stages and Choice Films Inc. Additionally, several graduates joined labor unions (including DGA, IATSE, Teamsters/Local 817) and are receiving pension and health benefits. Choice Films maintains a list of production companies seeking to hire workers, and graduates of BTL Bootcamp are given unlimited access to this list for employment opportunities.

EC Media Group, LLC, Middletown, NY founded in 2003 by Everett Collie, is a team of graphic designers, photographers and videographers who are diverse and experienced. This company invests personally and professionally in students with its media job creation program, **The Reel Pitch**. This program leads individuals through the process of producing commercial videos for local businesses. This organization is based in Middletown, NY but its reach extends throughout Orange County. Applicants for this internship program are sourced from local colleges, including Mount St. Mary's College in Newburgh, as well as State University of New York (SUNY) Orange, SUNY New Paltz, SUNY Ulster and Board of Cooperative Educational Services (BOCES). EC Media also seeks and recruits students who are disabled, from underserved communities and at-risk youth, offering them an opportunity to train and succeed at a well-paying job.

EC Media Group trains participants in its internship program how to use digital cameras, digital editing platforms, creating a :30 and :60 commercial, among other videographer skills. Additionally, interns will learn how to pitch a proposal to the business community, dress and conduct interns in a professional manner, and package a final digital product for marketing. Interns shadow a professional within the company over two weeks. This allows for both the intern and the professional to determine strengths and weaknesses, and is placed in a suitable position. After a period of time, interns become project managers and work directly with clients. EC Media Group believes teaching entrepreneurship will encourage these interns to become invested in their skills, and therefore will gain experience and confidence in their developing careers. 30-40 interns are trained yearly, with a high percentage rate of hiring. After two years, former participants in The Reel Pitch program earn \$35/hour, with the potential to earn more.

Thornwillow Institute Newburgh, NY is committed to teaching and perpetuating the arts and crafts of bookmaking, to supporting writers, artists and artisans, and to revitalizing a distressed historic neighborhood. Its belief in supporting and creating manufacturing jobs will add to the economic restoration of Newburgh. Thornwillow will teach such heritage skills as handcrafted bookbinding, letterpress and printing of handmade books for an international community.

This organization has invested heavily in Newburgh by purchasing and restoring four abandoned buildings - two former factories among them - and creating both housing and businesses out of the properties. They strongly believe that anyone is capable of learning the skills to print and to make books. Its apprenticeship program gives participants multiple skills to build a future in bookbinding and printing. Apprentices also learn Kickstarter, social media and e-commerce skills, as well as training in podcast and video production, and storytelling projects for marketing purposes. Apprenticeships last two years. Upon a successful three-month evaluation period, apprentices will engage in management-level training. By the end of the second year, they will have staff and become a team leader, resulting in permanent employment with Thornwillow Institute. Over ten years, 100+ people have participated in this apprenticeship program, with 12 people currently enrolled, many at-risk youth and from Newburgh.

Thornwillow's apprenticeship program also builds skills that extend beyond printing and bookbinding. Museums both domestically and internationally require skills regarding the techniques Thornwillow teaches to support its document and text collections. This provides even direct hiring opportunities for those participating in Thornwillow's apprenticeship program. Thornwillow Press has been contracted to design stationary and produce other paper goods for the White House for several generations of presidents. They also have maintained an annual partnership with West Point cadets who participate in their intern program.

Urban Art Projects/Polich Tallix (UAP), Rock Tavern, NY believes that incredible things don't just happen; they're created, nurtured, believed in. Arts, culture, and creativity have always played a vital role in bringing people together. UAP continues this tradition with an enduring belief that creativity can inspire incredible possibilities.

Established in 1993 by brothers Matt and Dan Tobin, their modest Brisbane practice has evolved into a global art and design studio and workshop. Last August 2019, UAP acquired the 60-year old foundry, Polich Tallix, making UAP one of the most significant art foundries in the world. Its network comprises three key studios and facilities in New York, Brisbane, and Shanghai, and seven worldwide satellite offices in Sydney, Melbourne, Chengdu, Shenzhen, Singapore, Sydney, and Riyadh. From the design studio to the factory floor, UAP works across all aspects of the creative process, from commissioning and curatorial services, concept development, and design assistance to engineering, fabrication, and installation. Its diverse team of creative specialists, strategists, and practitioners share an enduring vision for the future with an ingrained culture of collaboration. By pairing exceptional strategies and manufacturing capabilities with the team's unrivaled dedication to excellence, UAP ensures that our generation creates timeless and relevant objects, ideas, and places that will inspire and connect people for generations to come. As a company, this is the common ground on which it moves forward.

Most recently, UAP has developed a sustainability strategy called One Earth. This initiative is UAP's commitment to creating a strategy to become Future Normal – an organization that is fit for the 21st century, acts meaningfully in its surroundings, aims for 100% of human wellbeing, and sees money as a means not an end. This initiative led to the identification of eight relevant, sustainable development goals and associated projects that UAP will pursue on the journey of transformation to become sustainable and meet the following goals:

- For 2030, at least 45% decrease in our greenhouse gas emissions, at least 40% share for renewable energy use across all studios and workshops and at least 35% improvement in energy efficiency.
- For 2050, meet net-zero carbon emissions and create a global art foundry that is sustainable, eco-efficient, focuses on systems-thinking and is climate positive.

UAP has serviced globally renowned artists including Judy Watson, Robert Andrew, Fiona Foley, Nicole Eisenman, Sanford Biggers, Lindy Lee, Sarah Sze, Maya Lin, Rafael Lozano-Hemmer, Florentijn Hofman, Kehinde Wiley, Ai Weiwei, Idris Khan, Joel Shapiro, Jeff Koons, Emily Floyd, Reko Rennie, Sui Jianggou, Arnaud Lapierre, Tom Otterness, Cao Fei amongst others. UAP has also delivered projects for BVN, SHoP Architects, Kohn Pedersen Fox, Tishman Speyer, Hines, SL Green, and Zaha Hadid Architects.

UAP's goals for A/CICC is to create opportunities for the underserved communities of Orange County by offering training in its foundry. Participants will learn how to take an artist's vision from draft to completed project. UAP will supply all training curricula and technology necessary for learning. Upon completion of training, students will be placed in good jobs in accordance with their skills and abilities. An estimated 20-100 students will be recruited and trained.

Studio and Forum of Scenic Arts, Cornwall, NY is a nonprofit vocational school dedicated to teaching students how to create stage scenery. The Studio and Forum program is designed for students who want to study and improve their understanding of scene painting, and work through each project at their own pace while experiencing the studio atmosphere of cooperation. Students will also participate in a collaborative class effort while working individually through their own challenging projects.

The Studio Class is the main part of the school's program, using a semester system of 12 weeks per semester. The Forum Seminars are the other main component of the school's program, consisting of individual one to seven-day courses covering short-term topics.

Studio and Forum of Scenic Arts recommend the full three-year program for anyone who is looking to pursue being a Scenic Artist as a career. Many students have gone on to careers in Regional and Repertory Theaters, Film and Television, and many have taken the USA Local 829 Scenic Artist exam and proceeded to have successful employment as Union scenic artists. An estimated 10-30 students will be recruited and trained.

Together, these organizations will have the potential to create a steady stream of jobs that will invigorate the local economy and offer stability to those employed.

More information about the Good Jobs Challenge grant can be found here:

<https://eda.gov/arpa/good-jobs-challenge/>

[Letterhead]

[Date]

U.S. U.S. Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

Attn: Alejandra Y. Castillo, Assistant Secretary of Commerce for Economic Development

Re: Good Jobs Challenge - Letter of Support

Dear Ms. Castillo,

The City of Newburgh City Council writes to express its support for the Orange County Arts Council's application for funding through the American Rescue Plan EDA Good Jobs Challenge Grant.

The project, "Artwork/Creative Industries Career Council (A/CICC)," is an initiative that creates permanent career-building opportunities for at-risk youth, unemployed or underemployed persons from underserved communities, with an emphasis on Black, Indigenous, People of Color (BIPOC) and women, emerging professionals and workforce returnees. The initiative builds and strengthens systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs. Fast-growing and resilient creative industries partner with nonprofits, municipalities and county leadership to teach employable skills and thus provide opportunities. Labor market barriers will be addressed to encourage maximum participation. The A/CICC initiative provides on-the-job training and employment to 160-200 individuals, with hiring opportunities to follow.

The City of Newburgh is well-acquainted with the selected industry partners in this initiative. Each of the participating employers have had a great impact on our economic development in both direct and indirect investments. These partners include, but are not limited to; Urban Art Projects (UAP), Choice Films, Thornwillow Institute, EC Media, LLC, Studio and Forum of Scenic Arts. These systems will forge cohesive partnerships to create and implement industry-led training programs, providing skills to connect unemployed or underemployed workers to existing and emerging job opportunities throughout the Hudson Valley.

Thank you for the opportunity to provide support for this application. If you require any additional information, please contact the undersigned at **[Need Address]**.

Sincerely,

City of Newburgh City Council

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Council Member Anthony Grice
Council Member Giselle Martinez
Council Member Ramona Monteverde
Council Member Omari Shakur
Council Member Robert Sklarz
Council Member Patricia Sofokles
Mayor Torrance Harvey

FROM: Michelle Kelson, Corporation Counsel

RE: 2022 Council Rules and Order of Procedure – Re-adoption
Draft amendment incorporating City Charter Section C4.01(A)

CC: Todd Venning, City Manager

DATE: December 28, 2021

Attached for your consideration and review are the proposed 2022 Council Rules and Order of Procedure. The one amendment proposed is a new Rule I(K) which incorporates by reference City Charter Section C4.01(A) which was amended by local law adopted April 12, 2021 and approved by mandatory referendum at the November 2, 2021 election.

The proposed amendment is a recommendation and not required by law. The Council is free to accept, reject or modify the amendment or any of the Rules and Order of Procedure in its discretion.

Michelle Kelson

MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

City of Newburgh City Council
Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by

motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

- I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

J.K. Council Member absence, violation of rules or disorderly behavior may be addressed by City Charter Section C4.01(A).

Rule II. Order of Business

- A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances. Further comments from the Council shall be limited to 3 minutes for each Council Member.
- B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

- A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.
- B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.
- C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.
- D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. No resolution, ordinance or local law may be introduced at a meeting if it will result in exceeding the maximum number of work session items set forth in Rule X. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

- A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.
- B. Speakers must adhere to the following guidelines:
 - 1. Speakers must be recognized by the presiding officer.
 - 2. Speakers must step to the front of the room.
 - 3. Speakers must give their name, street name without number and organization, if any.
 - 4. Speakers must limit their remarks to 3 minutes. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
 - 5. Speakers may not yield any remaining time they may have to another speaker.
 - 6. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.

8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

- (a) The Presiding Officer shall recognize each speaker when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.
- (b) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.
- (c) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(d) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(e) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(f) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The number of work session items and presentations shall be limited to 20. Presentations shall be limited to 10 minutes. Priority shall be given to those items which require the action of the City Council before the next regularly scheduled work session. Items considered in Executive Session shall be excluded from the maximum number of work session items.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001

Amended: February 25, 2002 (Rule XII added)
January 10, 2014 (Rule IV)
February 22, 2016
April 24, 2017 (Rule VII(B) amended)
January 22, 2018 (Rule II, Rule VII(B), Rule IX amended)
October 22, 2018 (Rule III(D) and Rule X amended)
January 27, 2022 (Rule I(K) added)

Approved: January 27, 2022

LOCAL LAW NO.: 8 - 2021

OF

APRIL 12, 2021

A LOCAL LAW AMENDING SECTION C4.01 ENTITLED "RULES OF ORDER"
OF THE CHARTER OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C4.01 entitled 'Rules of Order' of the Charter of the City of Newburgh".

SECTION 2 - AMENDMENT

§ C4.01. Rules of order; sanctions.

A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for excessive or unexcused absence or disorderly conduct, as defined in this section, or and may declare the member's his seat vacant as provided by the standards and procedures set forth in this section by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.

1. Excessive and Unexcused Absence

- a. Every member of the Council shall attend the sessions of the Council unless duly excused or unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the Mayor and the City Clerk.
- b. A member of Council absent from 4 consecutive regular meetings or 6 regular meetings within a calendar year without excuse shall constitute excessive absence.

2. Disorderly Behavior

- a. Members of the Council shall not engage in disorderly behavior, which shall include but is not limited to: willful violation or evasion of any provision of law relating to such member's discharge of his or her official duties; commission of

Underlining denotes additions

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fraud upon the City; conversion of public property to such member's own use; knowingly permitting or allowing by gross culpable conduct another person to convert public property; violation of the Council's duly adopted Rules and Order of Procedure, violation of the City's Code of Ethics, or violation of City policy or policies against discrimination, harassment and workplace violence.

3. A member of Council charged with conduct constituting excessive and unexcused absence or disorderly behavior or grounds for forfeiture of office other than those grounds causing an immediate vacancy, by operation of state law, shall have the right to a public hearing by filing a written demand within 7 working days of receiving written notice of the charged conduct. In the event that a member of Council makes such request for a public hearing, the opportunity to be heard shall be afforded at a regular or special meeting of the Council to be held within 15 working days of the Council's receipt of such written request. Notice of such hearing shall be published in one (1) or more newspapers of general circulation in the City at least one (1) week in advance of the hearing. A transcript of the hearing shall be retained by the City Clerk.
4. Upon a finding by the Council that a member has engaged in excessive or unexcused absence or disorderly behavior as set forth in subsection A(1) or subsection A(2) of this Section, the Council may impose one or more of the following sanctions:
 - a. Denial or limitation of any right, power, or privilege of the Member;
 - b. Reprimand;
 - c. Censure;
 - d. Fine;
 - e. Expulsion from the Council; and
 - f. Any other sanction determined by the Council to be appropriate.

All sanctions shall be imposed by a majority plus one vote of all members of Council.
5. A decision made by the Council under this subsection imposing the sanction of removal from office shall be subject to review by the courts in accordance with the laws of New York State. In determining the qualifications of its members, the Council shall use the standards set forth in the Public Officers Law and General Municipal Law, and such additional standards as may be enacted by Charter amendment or local law, provided that the same are not inconsistent with the Public Officers Law or General Municipal Law.

SECTION 3 - SEVERABILITY

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

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary of State and the approval of the qualified voters of the City of Newburgh at the November 2, 2021 election in accordance with the provisions of New York State Municipal Home Rule Law.

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I, Lorene Vitak, 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 April 12, 2021
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13 day of April, 2021


City Clerk