



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*  
November 10, 2014  
7:00 p.m.

Mayor: /Alcaldesa

1. Prayer/ *Oración*
2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Communications: / Comunicaciones:

4. Approval of the minutes of the meeting of October 27, 2014  
*Aprobación del acta de la reunión del 27 Octubre de 2014*

Public Hearing

5. Public Hearing to receive comments concerning the adoption of the 2015 Budget for the City of Newburgh.

*Audiencia Pública para recibir comentarios acerca de la aceptación del Presupuesto de la Ciudad de Newburgh para el año 2015.*

Presentation

6. A Proclamation declaring November Pancreatic Cancer Awareness Month in the City of Newburgh. The Proclamation will be given by Mayor Kennedy to *Ralph E. Cheney*, Pancreatic Cancer 8 year Survivor & his wife *Marianne Cheney*.

*Recordatorio: Una Proclama declarando el mes de Noviembre el mes de conocimiento del cáncer del páncreas en la Ciudad de Newburgh. La Proclamación será otorgada por la alcaldesa Kennedy a Ralph E. Cheney, sobreviviente del cáncer del páncreas por 8 años y su esposa Marianne Cheney*

Comments from the public regarding the agenda:

*Comentarios del público con respecto a la agenda:*

Comments from the Council regarding the agenda:  
*Comentarios del Consejo con respecto a la agenda*

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

7. Resolution No. 275-2014

A resolution authorizing the award of a bid and the execution of a contract with Edgeco Environmental Inc. in connection with the Downing Park Greenhouse Environmental Abatement Project at a cost of \$25,688.00.

*Una resolución autorizando la otorgación de una oferta y la ejecución de un contrato con Edgeco Environmental Inc. en conexión con el Proyecto de eliminación de asbestos en el invernadero del parque Downing al costo de \$25,688.00.*

8. Resolution No. 276-2014

A resolution authorizing the City of Newburgh to accept the five year Consolidated Plan, fiscal year 2015 annual action plan and direct staff to submit such documents to the United States Department of Housing & Urban development.

*Una resolución autorizando al Gerente de la Ciudad de Newburgh a aceptar el Plan Consolidado de cinco años , el plan de acción anual del año fiscal 2015 y dirigir su cuerpo administrativo a someter los mismos documentos al Departamento de Vivienda y Desarrollo Urbano.*

9. Resolution No. 277-2014

A resolution to appoint Commissioners of Deeds for January 1, 2015 through December 31, 2016

*Una resolución a nominar Comisarios de Escrituras desde enero 1 del, 2015 hasta diciembre 31 del 2016.*

10. Resolution No. 278-2014

A resolution authorizing the City Manager to accept donations in support of the City of Newburgh's Halloween "Trunk or Treat" Event.

*Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones para apoyar el evento de Noche de Brujas de la Ciudad de Newburgh "Trunk or Treat".*

11. Resolution No. 279-2014

A resolution scheduling a public hearing on November 24, 2014 to hear public comment concerning a local law amending City Charter Article III Entitled "Municipal

Officers” to add section C3.12 Entitled “Residency Requirements” of the code of the City of Newburgh.

*Una resolución fijando fecha para una audiencia pública en Noviembre 24 del 2014 con el propósito de escuchar comentario público referente a la ley local que emenda el Estatutos de la Ciudad Artículo III titulado “Oficiales municipales” añadiendo sesión C3.12 titulado “requisitos de residencia” del código del a Ciudad de Newburgh.*

12. Resolution No. 280-2014

A resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement monitoring & management services in connection with the Downing Park Greenhouse Environmental Abatement Project at a cost of \$5,340.00.

*Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y llevar a cabo el acuerdo con Quality Environmental Solutions & Technologies, Inc. para la vigilancia y el manejo de los servicios de reducción de asbestos en conexión con el Proyecto de reducción del ambiental en el Invernadero del Parque Downing por el costo de \$5,340.00*

13. Resolution No. 281-2014

A resolution authorizing the City Manager to execute a payment of claim to Michael Loscerbo in the amount of \$5,598.52.

*Una resolución autorizando al Gerente de la Ciudad a llevar a cabo un pago de reclamo a Michael Loscerbo en la cantidad de \$5,598.52*

14. Resolution No. 282-2014

A resolution amending Resolution No. 210-2014 of August 11, 2014 to authorize an amendment to the terms of sale and an extension of time to close title on the repurchase of real property know as 213 North Miller Street (Section 11, Block 1, Lot 6), 212 Dubois Street (Section 1, Block 1, Lot 34) and 214 Dubois Street (Section 11, Block 1, Lot 35) at private sale by Jesse Blackmon.

*Una resolución enmendando Resolución Nu. 210-2014 del 11 de Agosto del 2014 para autorizar una enmienda a los términos de venta y una extensión de tiempo para cerrar el título en la readquisición de los bienes raíces en la 213 de la calle North Miller( Sección 11, Bloque 1, Parcela 6, 212 calle Dubois (Section1, Bloque 1, Parcela 34) y 214 calle Dubois( Sección 11, Bloque 1, Parcela 35) en una venta privada por Jesse Blackmom.*

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

Public Comments Regarding General Matters of City Business: / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council: / Nuevas observaciones del Consejo:

Adjournment: / Aplazamiento:

RESOLUTION NO.: 275 - 2014

OF

NOVEMBER 10, 2014

A RESOLUTION AUTHORIZING THE AWARD OF A BID  
AND THE EXECUTION OF A CONTRACT WITH  
EDGEICO ENVIRONMENTAL INC. IN CONNECTION WITH THE  
DOWNING PARK GREENHOUSE ENVIRONMENTAL ABATEMENT PROJECT  
AT A COST OF \$25,688.00

WHEREAS, the City of Newburgh has procured three bids for the Downing Park Greenhouse Environmental Abatement Project; and

WHEREAS, bids have been duly received and reviewed and Edgeco Environmental Inc. is the low bidder; and

WHEREAS, the total project cost will be \$25,688.00 and funding shall be derived from budget line CD1.8686.0448.8155.2013;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Downing Park Greenhouse Environmental Abatement Project be and it hereby is awarded to Edgeco Environmental, Inc., for the base bid amount of \$25,688.00, price #2; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount.



**City of Newburgh**  
DEPARTMENT OF PLANNING & DEVELOPMENT  
City Hall – 83 Broadway  
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

October 28, 2014

To: Honorable City Council Members  
Michael G. Ciaravino, City Manager

From: Courtney Kain, Director of Community Development

Cc: Jason Morris, City Engineer  
Michelle Kelson, Corporation Counsel  
John Aber, Comptroller

**Re: Downing Park Greenhouse Environmental Abatement**

Please see the attached three proposals for abatement services for Asbestos Abatement Services at the Downing Park Greenhouses. This is a necessary next step to move forward and meet construction goals during the spring of 2015. For the abatement services, staff recommends contracting with Edgeco Environmental Inc. with at a price of \$25,688. This contractor is out of Albany area and has discussed hiring local residents as a part of the job.

This project will also require monitoring from QUESST, who has been managing the environmental component of the project. I will forward a price quote to your attention as soon as it is confirmed and approved by the City Engineer.

The expenses for the environmental work will be paid for through the Community Development Block Grant program using the code: CD1.8686.0110.8155.2013. It will require two council actions 1) contract abatement work 2) environmental monitoring of abatement work.

Lastly, I am including a brief project description sheet. This should provide you with an accurate update on the project, overall.

CITY OF NEWBURGH –  
FORMER GREENHOUSE STRUCTURE & ADJOINING STORAGE BUILDING  
207 CARPENTER AVENUE, NEWBURGH, NY 12550

OCTOBER 1, 2014  
BID ISSUE

*Bid Form – CONT'D*

**Asbestos Employee Medical Examination Statement  
Certificate of Worker Release  
Asbestos Employee Training Statement**

City of Newburgh – Former Greenhouse Structure & Adjoining Storage Building  
207 Carpenter Avenue  
Newburgh, New York 12550

CONTRACTOR'S NAME:

Edgeco Environmental Inc

WORKING WITH ASBESTOS INVOLVES POTENTIAL EXPOSURE TO AIRBORNE ASBESTOS FIBERS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER AND RESPIRATORY DISEASES. SMOKING CIGARETTES AND INHALATION OF ASBESTOS FIBERS INCREASES THE RISK THAT YOU WILL DEVELOP LUNG CANCER ABOVE THAT OF THE NON-SMOKING PUBLIC.

The Contract for this project requires your employer to: 1) supply proper respiratory protection devices and training on their use 2) provide training on safe work practices and on use of the equipment used on the project 3) provide a medical examination meeting the requirements of 29 CFR 1926.1101. Your signature on this certificate, documents that your employer has fulfilled these contractual obligations and you understand the information presented to you.

\*\*\*\*DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION\*\*\*\*

**RESPIRATORY PROTECTION:** I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided, by the Contractor, at no cost to me.

**TRAINING COURSE:** I have been trained in the risks and dangers associated with handling asbestos, breathing asbestos dust, proper work procedures, personal protection and engineering controls. I have satisfactorily completed and Asbestos Safety Training Program for New York State and have been issued a New York State Department of Health Certificate of Asbestos Safety Training.

**MEDICAL EXAMINATION:** I have satisfactorily completed a medical examination within the last 12 months that meets the OSHA requirements for an asbestos worker and included at least 1) medical history 2) pulmonary function 3) medical examination 4) approval to wear respiratory protection devices and may have included an evaluation of a chest x-ray.

Signature:

Date

10-17-2014

Printed Name:

PAUL PINKAS

SS#:

063-56-2601

Witness:

Rita Calkowski

Date:

10-17-14

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**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**  
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Bid Form – CONT'D

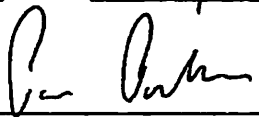
**\*\*\*ESTIMATE OF ACM REMOVAL QUANTITIES\*\*\*  
(Responsibility of Abatement Contractor)**

\*\*\*\*\*  
EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE CONTRACTOR'S BID ON THIS PROJECT.

\*\*\*\*\***NOTICE**\*\*\*\*\*  
The linear and square footage listed is only approximate, and the Contractor is required to visit the building in order to take actual field measurements in each listed location. The Contractor shall base their bid on actual quantities determined, by them, at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

\*\*\*\*\*  
Acknowledgment: I have read and understood the above NOTICE regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: Edgeco Environmental INC  
Type or Print

By:  President 10-17-2014  
Authorized Signature Title Date

Print Name: PAUL PINKANS

-----  
**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**  
-----



CITY OF NEWBURGH –  
FORMER GREENHOUSE STRUCTURE & ADJOINING STORAGE BUILDING  
207 CARPENTER AVENUE, NEWBURGH, NY 12550

OCTOBER 1, 2014  
BID ISSUE

\*\*\*\***BID FORM**\*\*\*\*

DATE OCT 17 2014

FROM: CONTRACTOR (COMPANY)

Edgeo Environmental Inc

CONTRACTOR (CONTACT)

PAUL PINKANS

ADDRESS

136 COLUMBIA ST.  
COHOES NY 12047

PHONE

518 235 5687

FAX

518 233 9112

E-MAIL

PINKANS 1@NYCAP.RR.COM.

1. Pursuant to and in compliance with the invitation to bid and the contract documents relating to:

**ASBESTOS ABATEMENT WORK AT:**

City of Newburgh – Former Greenhouse Structure & Adjoining Storage Building  
207 Carpenter Avenue  
Newburgh, New York 12550

2. Bids must be delivered to the following by 4pm on Wednesday OCT 8, 2014:

*Hardcopy Sealed Envelope to:*

**ATTN: Jason C. Morris, PE**

City Engineer

83 Broadway

Newburgh, NY 12550

Ph. (845) 569-7448

Fx. (845) 569-0188

E-mail. [jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov)

**-AND-**

*Fax or Email Copy to:*

**ATTN: Paul A. Rodriguez**

Quality Environmental Solutions & Technologies, Inc. (QuES&T)

1376 Route 9

Wappingers Falls, NY 12590

Ph. (845) 298-6031

Fx. (845) 298-6251

E-mail. [prodriquez@qualityenv.com](mailto:prodriquez@qualityenv.com)

**Bid Form – CONT'D**

**3. Special Bid Requirements:**

- a) Prevailing Wages? **YES.**
- b) Bid Bonding? **NO.**
- c) Insurance? **YES – provide Proof of Insurance with Bid (Insurance Certificate).**

**4. BASE BID WORK (Section #3.17) – PRICE #1**

Estimated Duration 6  
Calendar Days

- Monday-to-Friday's (7am-4pm; 8-hour Shifts w/1-hour lunch)
  - Pricing includes all Abatement Phases.
  - **NO** weekends, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

Twenty four thousand two hundred  
Eighty eight (in words) DOLLARS

(\$ 24,288.)  
(in numbers)

**5. BASE BID WORK (Section #3.17) – PRICE #2**

Estimated Duration 6  
Calendar Days

- Monday-to-Saturday's (7am-4pm; 8-hour Shifts w/1-hour lunch)
  - Pricing includes all Abatement Phases.
  - **NO** Sundays, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

Twenty five thousand six hundred eighty eight  
 (in words) DOLLARS

(\$ 25,688.)  
(in numbers)

Bid Form – CONT'D

**\*\*\*ESTIMATE OF ACM REMOVAL QUANTITIES\*\*\*  
(Responsibility of Abatement Contractor)**

\*\*\*\*\*  
EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE. A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND RESULT IN DISQUALIFICATION OF THE CONTRACTOR'S BID ON THIS PROJECT.

\*\*\*\*\***NOTICE**\*\*\*\*\*  
The linear and square footage listed is only approximate, and the Contractor is required to visit the building in order to take actual field measurements in each listed location. The Contractor shall base their bid on actual quantities determined, by them, at the site walk through. Estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project.

\*\*\*\*\*  
Acknowledgment: I have read and understood the above NOTICE regarding asbestos removal quantity estimates and understand that estimates provided in these specifications are for informational purposes only and shall not be considered a basis for Change Orders on this project. The Contractor's signatory represents to the Owner that he/she has the authority of the entity he/she represents to sign this agreement on its behalf.

Company Name: SPECIAL TRADE CONTRACTORS, LLC  
Type or Print

By: [Signature] Project Manager 10-14-14  
Authorized Signature Title Date

Print Name: F. JEFFREY MEKEEL

-----  
**RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET**  
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CITY OF NEWBURGH –  
FORMER GREENHOUSE STRUCTURE & ADJOINING STORAGE BUILDING  
207 CARPENTER AVENUE, NEWBURGH, NY 12550

OCTOBER 1, 2014  
BID ISSUE

\*\*\*\***BID FORM**\*\*\*\*

DATE 10-14-14

FROM: CONTRACTOR (COMPANY) SPECIALTY TRADES CONTRACTING, LLC

CONTRACTOR (CONTACT) JEFF MEKEEL

ADDRESS 3 CENTRINO WAY, BLDG. 2  
CHESTER, N.Y. 10918

PHONE 845-236-7420

FAX 236-7421

E-MAIL JMEKEEL@SPECIALTYTRADES CONTRACTING, LLC

1. Pursuant to and in compliance with the invitation to bid and the contract documents relating to:

**ASBESTOS ABATEMENT WORK AT:**

City of Newburgh – Former Greenhouse Structure & Adjoining Storage Building  
207 Carpenter Avenue  
Newburgh, New York 12550

2. Bids must be delivered to the following **by 4pm on Wednesday OCT 8, 2014:**

**Hardcopy Sealed Envelope to:** **ATTN: Jason C. Morris, PE**  
City Engineer  
83 Broadway  
Newburgh, NY 12550  
Ph. (845) 569-7448  
Fx. (845) 569-0188  
E-mail. [jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov)

**-AND-**

**Fax or Email Copy to:** **ATTN: Paul A. Rodriguez**  
Quality Environmental Solutions & Technologies, Inc. (QuES&T)  
1376 Route 9  
Wappingers Falls, NY 12590  
Ph. (845) 298-6031  
Fx. (845) 298-6251  
E-mail. [prodriguez@qualityenv.com](mailto:prodriguez@qualityenv.com)

**Bid Form – CONT'D**

**3. Special Bid Requirements:**

- a) Prevailing Wages? **YES.**
- b) Bid Bonding? **NO.**
- c) Insurance? **YES – provide Proof of Insurance with Bid (Insurance Certificate).**

**4. BASE BID WORK (Section #3.17) – PRICE #1**

Estimated Duration 10-15  
Calendar Days

- **Monday-to-Friday's (7am-4pm; 8-hour Shifts w/1-hour lunch)**
  - Pricing includes all Abatement Phases.
  - **NO** weekends, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

SIXTY FIVE THOUSAND DOLLARS  
(in words)

(\$ 65,000.00 )  
(in numbers)

**5. BASE BID WORK (Section #3.17) – PRICE #2**

Estimated Duration 10-15  
Calendar Days

- **Monday-to-Saturday's (7am-4pm; 8-hour Shifts w/1-hour lunch)**
  - Pricing includes all Abatement Phases.
  - **NO** Sundays, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

SIXTY SEVEN THOUSAND FIVE HUNDRED DOLLARS  
(in words)

(\$ 67,500.00 )  
(in numbers)

**\*\*\*\*BID FORM\*\*\*\***

DATE October 17, 2014

FROM: CONTRACTOR (COMPANY) PAR Environmental Corporation  
CONTRACTOR (CONTACT) Patrick B. Mahoney  
ADDRESS 313 Spook Rock Road  
PHONE 845-369-7500  
FAX 845-369-6682  
E-MAIL pbmahoney@pargroup.net

1. Pursuant to and in compliance with the invitation to bid and the contract documents relating to:

**ASBESTOS ABATEMENT WORK AT:**

City of Newburgh – Former Greenhouse Structure & Adjoining Storage Building  
207 Carpenter Avenue  
Newburgh, New York 12550

2. Bids must be delivered to the following **by 4pm on Wednesday OCT 8, 2014:**

*Hardcopy Sealed Envelope to:* **ATTN: Jason C. Morris, PE**  
City Engineer  
83 Broadway  
Newburgh, NY 12550  
Ph. (845) 569-7448  
Fx. (845) 569-0188  
E-mail. [jmorris@cityofnewburgh-ny.gov](mailto:jmorris@cityofnewburgh-ny.gov)

**-AND-**

*Fax or Email Copy to:* **ATTN: Paul A. Rodriguez**  
Quality Environmental Solutions & Technologies, Inc. (QuES&T)  
1376 Route 9  
Wappingers Falls, NY 12590  
Ph. (845) 298-6031  
Fx. (845) 298-6251  
E-mail. [prodriguez@qualityenv.com](mailto:prodriguez@qualityenv.com)

3. Special Bid Requirements:

- a) Prevailing Wages? **YES.**
- b) Bid Bonding? **NO.**
- c) Insurance? **YES – provide Proof of Insurance with Bid (Insurance Certificate).**

4. BASE BID WORK (Section #3.17) – PRICE #1

Estimated Duration 14  
Calendar Days

- ☐ Monday-to-Friday's (7am-4pm; 8-hour Shifts w/1-hour lunch)
  - Pricing includes all Abatement Phases.
  - **NO** weekends, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

Ninety Four Thousand Seven Hundred                      DOLLARS  
(in words)

(\$ 94,700.00 )  
(in numbers)

5. BASE BID WORK (Section #3.17) – PRICE #2

Estimated Duration 12  
Calendar Days

- ☐ Monday-to-Saturday's (7am-4pm; 8-hour Shifts w/1-hour lunch)
  - Pricing includes all Abatement Phases.
  - **NO** Sundays, holidays, OT or hours different than above.
  - All labor, materials, disposal, notifications, general/water/electrical services, and equipment necessary for completion of the work as described within this Abatement Spec.

Eighty Nine Thousand Five Hundred                      DOLLARS  
(in words)

(\$ 101,750.00 )  
(in numbers)

\*Should the work be performed now or early Spring (before the bloom)  
PAR would offer a credit of \$5,500.00

\*\* PAR will employ 2 local workers through Local 17.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CLG Insurance 172 Main Street Nanuet, NY 10954 Edward F. Carpezzi, CIC		Phone: 845-623-3434 Fax: 845-623-4332	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): E-MAIL: ADDRESS:	<b>FAX (A/C, No):</b>
<b>INSURED</b> Par Environmental Corporation Mr. Patrick Mahoney 313 Spook Rock Road, Unit 101 Suffern, NY 10901		<b>INSURER(S) AFFORDING COVERAGE</b>		
		<b>INSURER A:</b> Starr Indemnity & Liability Co		<b>NAIC #</b> 38318
		<b>INSURER B:</b> Starr Surplus Lines Ins. Co		13604
		<b>INSURER C:</b> Federal Insurance Co.		20281
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

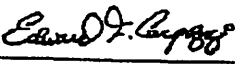
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Professional E&O GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SISIEIL70120413	11/08/2013	11/08/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SISIPCA08278713	11/08/2013	11/08/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		SISIXNV71070913	11/08/2013	11/08/2014	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory to RWH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0044727215	11/08/2013	11/08/2014	<input checked="" type="checkbox"/> WC STATUS LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SISIEIL70120413		POLLUTION LIAB.	11/08/2013	11/08/2014	Occurrence 2,000,000
B	SLSLXNV73029613		EXCESS POLL. LIAB	11/08/2013	11/08/2014	Occurrence 14,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PARENVI  Par Environmental Corp. 313 Spook Rock Road Suffern, NY 10901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO.: 276 - 2014

OF

NOVEMBER 10, 2014

**A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH TO ACCEPT THE FIVE  
YEAR CONSOLIDATED PLAN, FISCAL YEAR 2015 ANNUAL ACTION PLAN AND  
DIRECT STAFF TO SUBMIT SUCH DOCUMENTS TO THE UNITED STATES  
DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**

**WHEREAS**, the City of Newburgh (the “City”) administers the federal Community Development Block Grant (CDBG) for the City; and

**WHEREAS**, the City is required by federal regulations to submit to the Department of Housing and Urban Development (HUD) a Five Year Consolidated Plan which describes the Housing and Community goals and objectives to be undertaken by the City using the above federally funded program; further describes the needs in housing, community development and other special needs; and the fiscal year 2015 Action Plan describes the specific activities undertaken under the CDBG program; and

**WHEREAS**, the City Council, Community Development Director and CDBG Advisory Committee, have developed the plan based on community input; and a public hearing was held on July 14, 2014 to solicit public input, including input from several focus groups; and the Consolidated Plan was made available for public review for 30 days; and a second public hearing was held on October 27, 2014 to solicit public comments on the draft Consolidated Plan and draft Action Plan; and

**WHEREAS**, the 2015 Action Plan includes the following activities and budget;

<b>PROGRAM REVENUE</b>	
<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – PROPOSED ALLOCATION</u>	
	\$787,179.00
PROGRAM INCOME	\$82,000.00
<b>TOTAL:</b>	<b>\$869,179.00</b>

<b>EXPENDITURES</b>	
PARK IMPROVEMENTS	\$240,000.00
INFRASTRUCTURE/ STREET IMPROVEMENTS -	\$207,368.00
ADMINISTRATION & PLANNING	\$121,292.00
DOWNING PARK GREENHOUSE IMPROVEMENTS	\$100,000.00
BUSINESS SERVICE/ FAÇADE IMPROVEMENT	\$164,519.00
COMMUNITY POLICING/ NEIGHBORHOOD SERVICES	\$6,479.00
SMALL BUSINESS REVOLVING LOAN FUND	\$30,000.00
<b>TOTAL:</b>	<b>\$869,179.00</b>

**WHEREAS**, this Council has determined that accepting the 2015 Action Plan is in the best interests of the City of Newburgh and its residents;

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City of Newburgh hereby accepts the City Five Year Consolidated Plan and Fiscal Year 2015 Annual Action Plan as provided by the City staff and its consultants; and

**BE IT FURTHER RESOLVED**, that the City Manager, and his designees, are hereby authorized to submit the City's Five Year Consolidated Plan and Fiscal Year 2015 Annual Action Plan to the United States Department of Housing and Urban Development.

RESOLUTION NO.: 277 - 2014

OF

NOVEMBER 10, 2014

**A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS  
FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2016**

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Newburgh, New York, that the following persons be and are hereby appointed as Commissioners of Deeds for the period beginning January 1, 2015 and expiring December 31, 2016, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Theresa Cramer (Board of Ed.)  
10 Hob Street  
Newburgh, NY 12550

MaryEllen Leimer (Board of Ed.)  
53 Leslie Road  
Newburgh, NY 12550

Katrina Cotten  
25 Clark Street  
Newburgh, NY 12550

Michael McLymore, Sr.  
(Board of Ed.)  
1573 Rt. 300  
Newburgh, NY 12550

MaryLee Peters  
33 Spruce Street  
Cornwall on Hudson, NY 12520

Lorene Vitek  
8 Continental Drive  
Newburgh, NY 12550

Naomi Fay  
99 Long Hill Rd.  
Highland Mills, NY 10930

Autumn Resto  
45 Fleetwood Drive  
Newburgh, NY 12550

Joanne Majewski  
20 Pierces Rd., #61  
Newburgh, NY 12550

Lillian Burgarelli  
22 Flemming Drive  
Newburgh, NY 12550

RESOLUTION NO.: 278-2014

OF

NOVEMBER 10, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT DONATIONS IN SUPPORT OF THE  
CITY OF NEWBURGH'S HALLOWEEN "TRUNK OR TREAT" EVENT**

**WHEREAS**, the City of Newburgh will be holding a Halloween "Trunk or Treat" Event on October 31, 2014; and

**WHEREAS**, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this event; and

**WHEREAS**, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

**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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Halloween "Trunk or Treat" Event.

RESOLUTION NO.: 279 - 2014

OF

NOVEMBER 10, 2014

RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR NOVEMBER 24, 2014 TO HEAR PUBLIC COMMENT  
CONCERNING A LOCAL LAW AMENDING CITY CHARTER ARTICLE III  
ENTITLED "MUNICIPAL OFFICERS" TO ADD SECTION C3.12  
ENTITLED "RESIDENCY REQUIREMENTS"  
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Article III entitled 'Municipal Officers' to add Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 24<sup>th</sup> day of November, 2014, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 280 - 2014

OF

NOVEMBER 10, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.  
FOR ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES  
IN CONNECTION WITH THE DOWNING PARK GREENHOUSE ENVIRONMENTAL  
ABATEMENT PROJECT AT A COST OF \$5,340.00**

**WHEREAS**, by Resolution No. 198-2014 of August 8, 2014, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited pre-renovation asbestos and lead paint surveys in connection with Downing Park Greenhouse Demolition Project; and

**WHEREAS**, the results of the surveys and testing found the presence of asbestos containing material which must be abated and removed in compliance with law, rule and regulation; and

**WHEREAS**, by Resolution No.: 223-2014 of September 8, 2014, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services in connection Downing Park Greenhouse Demolition Project; and

**WHEREAS**, Quality Environmental Solutions & Technologies, Inc. is a qualified environmental remediation consultant and has submitted a proposal to provide asbestos monitoring and management services during asbestos abatement in connection with the Downing Park Greenhouse Environmental Abatement Project; and

**WHEREAS**, the cost for these services will be \$5,340.00 and funding shall be derived from budget line CD1.8686.0448.8155.2013; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement monitoring and management services in connection with the Downing Park Greenhouse Environmental Abatement Project at a cost of \$5,340.00.

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

November 6, 2014

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**ATTN: Jason C. Morris**

Via E-mail: [JMorris@cityofnewburgh-ny.gov](mailto:JMorris@cityofnewburgh-ny.gov)

Re.: Greenhouse & Storage Buildings, 207 Carpenter Avenue, Newburgh, NY – 2014 Demolition Project  
Request for Proposal – Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to provide Asbestos Abatement Monitoring & Management Services in support of the above-referenced project.

**QuES&T** is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expenses of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

**QuES&T** offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

**QuES&T** provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



**Paul A. Rodriguez**

Director, Field & Technical Services  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 02-04344  
EPA Lead Inspector/Lead Risk Assessor

Cc: [CKain@cityofnewburgh-ny.gov](mailto:CKain@cityofnewburgh-ny.gov)  
QuES&T File



**ABATEMENT MONITORING & MANAGEMENT SERVICES**  
**for**  
**CITY OF NEWBURGH**  
**83 Broadway**  
**Newburgh, New York 12550**  
**at**  
**GREENHOUSE & STORAGE BUILDINGS**  
**207 Carpenter Avenue**  
**Newburgh, New York 12550**

*QuES&T agrees to provide the following services:*

➤ **ABATEMENT MONITORING & MANAGEMENT SERVICES**

**Item 1: Asbestos Abatement Monitoring & Project Management Services**

- **QuES&T** will provide NYSDOL Certified personnel to perform project monitoring and third party air sampling in support of minor, small and large asbestos abatement projects included within this asbestos abatement project, as outlined on Page #1 of this proposal. All work on this project shall be performed in accordance with the applicable Code Sections of the Title 12 NYCRR Part 56, approved NYSDOL Site-Specific Variances and applicable Federal and Municipal Regulations regarding asbestos abatement. Collection and analysis of air samples shall be as required by ICR-56 and any NYSDOL Site-Specific Variances obtained for this project.

**Item 1.1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)**

- Perform project monitoring, inspection and acceptance of work.
- Provide coordination to ensure timely completion of asbestos removals.
- Review construction phasing plans and assist in coordination of activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

**Item 1.2: Third Party Asbestos Air Monitoring (as required)**

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYSDOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

**\*\*\*PRICING\*\*\***

➤ **ABATEMENT MONITORING SERVICES**

The following is a Cost Estimate to provide Asbestos Abatement Monitoring & Management Services in support of the above-referenced project(s). These cost estimates are provided strictly for budgeting purposes. They assume particular work practices and grouping of contiguous work areas to minimize set-up and duration. Actual project costs may vary significantly based on factors such as abatement crew size, overtime work, division of work areas and duration of enclosures.

**Proposal Assumptions**

The following is a summation of anticipated asbestos abatement work areas and associated project schedules & durations, as detailed within: 1) Pre-Demolition Asbestos Survey, Abatement Specification(s)/Drawing(s), Etc.; 2) NYSDOL-approved Site-Specific Variance(s); and, 3) Abatement Means & Methods, schedules, durations, etc. provided by Mr. Paul Pinkans, of Edgeco Environmental, Inc. (Abatement Contractor) during a 2014-NOV-06 phone conversation, and are as follows:

➤ **BASE BID**

- Work Scope: Edgeco Environmental, Inc. (Abatement Contractor) to perform removal and disposal of all Asbestos-containing Material (ACM) identified within the above-referenced project and associated documentation, as detailed above.
- Estimated Abatement Schedule: Edgeco Environmental, Inc. (Abatement Contractor) to perform asbestos abatement activities within seven (7) "Weekday" Shifts and one (1) "Saturday" Shift, between the hours of 7am-4pm (1-hour lunch break).
- No work to be on Sundays, holidays or hours different then noted.
- Asbestos- Background, Work Area Preparation, and Asbestos Handling air samples shall be analyzed via Phase Contrast Microscopy (PCM). Laboratory samples analysis turnaround shall be twenty-four (24) hours to meet the requirements of ICR 56-4.8. Turnaround time commences upon laboratory receipt of samples, and does not include Holidays.
- Asbestos- Final Cleaning & Clearances air samples shall be analyzed via Phase Contrast Microscopy (PCM) for all Minor & Small Abatement Work Area(s) and/or Transmission Electron Microscopy (TEM/AHERA) for all Large Abatement Work Area(s). Laboratory sample analysis shall be three (3) hour Rush for PCM Final Cleaning & Clearance air samples and six (6) hour Rush for TEM/AHERA Final Cleaning & Clearance air samples. Turnaround time commences upon laboratory receipt of samples, and does not include Holidays.
- The Owner's abatement contractor shall maintain sole responsibility for Means and Methods utilized to execute the required work scope. Removal of ACM materials shall comply with ICR-56 and/or NYSDOL approved Site Specific Variance.
- The abatement contractor shall provide, install and maintain a GFCI electrical panel, immediately adjacent to the work area for use during air sampling.
- The abatement contractor shall provide personal protective equipment (PPE) for air sampling technicians required to enter the abatement area(s).
- The Owner and/or the abatement contractor shall be responsible for providing timely access to all project work areas and securing same upon completion of work.

■ **Pricing – CONT'D:**

- The Owner shall be responsible for actual charges based on unit rate charges for both Labor (straight time & overtime) and sample analysis. Actual charges for Air Monitoring Services will be based on the actual onsite duration/schedule of the asbestos abatement contractor, actual number of containments/work areas defined by the Contractor and the actual type and quantity of air samples required to be collected pursuant to applicable Federal & State requirements; including but not limited to 40 CFR 763 (ASHERA) and Title 12 NYCRR Part 56 (ICR-56). All project billing will be based on the Unit Price Schedule included within the proposal.

■ **Estimated Costs**

Project Manager Labor (1 PM, 6hours @ \$90/hour)	\$	540.00
Technician "Weekday" Labor (1 Tech, 7days @ \$400/day)	\$	2,800.00
Technician "Saturday" Labor (1 Tech, 8hours @ \$75/hour)	\$	600.00
24-hour PCM Asbestos Air Sample Analysis – 64* @ \$15/each	\$	960.00*
3-hour Rush PCM Asbestos Air Sample Analysis – 12* @ \$20/each	\$	240.00*
Travel, S&H and Misc. Materials (8days @ \$25/day)	\$	200.00
<b>Estimated Total :</b>		<b>\$ 5,340.00*</b>

**NOTES:**

1. Client shall be charged for actual samples analyzed and services rendered.
2. Prices may vary significantly if work detail differs from above-referenced scopes.
3. Additional services shall be billed in accordance with attached QuES&T Unit Rates.
4. Pricing valid until December 31, 2015.

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**ACCEPTANCE OF PROPOSAL #P14-4094**

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**Payment Terms:** Billing increments will be at approximately two week intervals. Payment Shall Be Net 15 Days; Following Delivery Of Invoice. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies of the signed proposal. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

**City of Newburgh – Authorized Representative:**

By \_\_\_\_\_  
Signature Print Name & Title Date

**Quality Environmental Solutions & Technologies, Inc.:**

By \_\_\_\_\_  
Signature Paul A. Rodriguez, Director, Field & Technical Services Date

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

## I. ASBESTOS SERVICES:

### Item 1: Labor (Minimum On-site Billing: 4 Hours @ OT Rate)

- Sr. Principal: \$225/Hr ST; \$255/Hr OT
- Principal: \$185/Hr ST; \$225/Hr OT
- Project Manager: \$90/Hr ST/OT
- EPA/NYSDOL/NYCDEP Asbestos Inspector:
  - \$320/4-hr day Includes Calibrated Area A/S Equipment
  - \$500/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 80/hr OT
- EPA/NYSDOL Combined Project Monitor/Air Sampling Technician:
  - \$275/4-hr day Includes Calibrated Area A/S Equipment
  - \$400/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 75/hr; OT

### Item 2: Asbestos Laboratory Services

- A/S Sample Analysis (PCM):
  - \$ 12/Sample Includes 48-hr turn-around of results
  - \$ 15/Sample Includes 24-hr turn-around of results
  - \$ 17/Sample Includes 6-hr turn-around of results
  - \$ 20/Sample Includes Rush turn-around of results.
- A/S Sample Analysis (AHERA-TEM):
  - \$100/Sample Includes 48-hr turn-around of results
  - \$125/Sample Includes 24-hr turn-around of results
  - \$175/Sample Includes 12-hr turn-around of results
  - \$225/Sample Includes 6-hr turn-around of results
- Bulk Sample Analysis (PLM):
  - \$ 14/Layer Includes 7 day turn-around of results
  - \$ 16/Layer Includes 5 day turn-around of results
  - \$ 20/Layer Includes 72-hr turn-around of results
  - \$ 25/Layer Includes 24-hr turn-around of results
  - \$ 30/Layer Includes 12-hr turn-around of results
  - \$ 45/Layer Includes Rush turn-around of results
- Bulk Sample Analysis (PLM-NOB):
  - \$ 16/Layer Includes 7 day turn-around of results
  - \$ 23/Layer Includes 5 day turn-around of results
  - \$ 30/Layer Includes 48-hr turn-around of results
  - \$ 40/Layer Includes 24-hr turn-around of results
  - \$ 60/Layer Includes 12-hr turn-around of results
- Bulk Sample Analysis (QTEM):
  - \$ 25/Layer Includes 7 day turn-around of results
  - \$ 50/Layer Includes 5 day turn-around of results
  - \$ 65/Layer Includes 48-hr turn-around of results
  - \$ 70/Layer Includes 30-hr turn-around of results
  - \$ 110/Layer Includes 12-hr turn-around of results

### NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

## II. SAFETY & ENVIRONMENTAL SERVICES:

### **Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech:
  - \$320/4-hr day Includes Calibrated Area A/S Equipment
  - \$500/8-hr day Includes Calibrated Area A/S Equipment
  - \$ 80/hr; OT

### **Item 2: Laboratory Services**

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
  - \$ 20/Sample Includes 3-5 Day turn-around of results
  - \$ 25/Sample Includes 48-hr turn-around of results
  - \$ 30/Sample Includes 24-hr turn-around of results
  - \$ 45/Sample Includes 6-hr turn-around of results
- PCB – Bulk Material Sample Analysis:
  - \$100/Sample Includes 5 Day turn-around of results
  - \$150/Sample Includes 3 Day turn-around of results
  - \$200/Sample Includes 48-hr turn-around of results
  - \$250/Sample Includes 24-hr turn-around of results
  - \$ 45/Sample Includes 6-hr turn-around of results
- Sprayed-on Fireproofing Vermiculite (SOF-V NYS ELAP Method 198.8) Analysis:
  - \$252/Sample Includes 10 Day turn-around of results
  - \$282/Sample Includes 5 Day turn-around of results
  - \$360/Sample Includes 72-hr turn-around of results
  - \$540/Sample Includes 48-hr turn-around of results

### **Item 3: Equipment Charges**

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

#### **NOTE A:**

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

### III. INDUSTRIAL HYGIENE SERVICES:

#### **Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment  
\$500/8-hr day Includes Calibrated Area A/S Equipment  
\$ 80/hr; OT

#### **Item 2: Microbiological Laboratory Services**

- Air Sample Analysis (Total Spore Counts):
  - \$120/Sample Includes same-day turn-around of results
  - \$100/Sample Includes 24-48 hr turn-around of results
  - \$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 70/Sample Enumeration & Identification to genus or species
  - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 90/Sample Enumeration & Identification to genus or species
  - ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
  - \$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

#### **Item 3: Equipment Charges**

- |  |   |
|--|---|
| - Anderson Air Sampler: \$125/Day<br>(Single Stage N-6 Impactor) | - Delmhorst BD-2100: \$100/Day<br>(Moisture Survey Meter) |
| - Boroscope: \$ 50/Day   | - ASHRAE IAQ Meter: \$200/Day                             |
| - 4-Gas Monitor w PID: \$200/Day                                 | - PM-10 Impactor/Sampler: \$125/Day                       |
| - Infrared Camera: \$225/Day                                     | - Additional Equipment: Call For Pricing                  |

#### **NOTE A:**

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

#### **IV. MISCELLANEOUS SERVICES**

##### **Item 4: Miscellaneous Services**

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process – Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors – Priced Based on Scope of Work.
- Travel & Misc. Materials – Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

RESOLUTION NO.: 281 - 2014

OF

NOVEMBER 10, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A PAYMENT OF CLAIM  
MICHAEL LOSCERBO IN THE AMOUNT OF \$5,598.52

WHEREAS, Michael LoScerbo brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Five Hundred Ninety-Eight and 52/100 Dollars (\$5,598.52) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Michael LoScerbo in the total amount of Five Thousand Five Hundred Ninety-Eight and 52/100 Dollars (\$5,598.52) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.



RESOLUTION NO.: 287 - 2014

OF

NOVEMBER 10, 2014

A RESOLUTION AMENDING RESOLUTION NO. 210-2014 OF AUGUST 11, 2014 TO AUTHORIZE AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF TIME TO CLOSE TITLE ON THE REPURCHASE OF REAL PROPERTY KNOWN AS 213 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 6), 212 DUBOIS STREET (SECTION 1, BLOCK 1, LOT 34) AND 214 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 35) AT PRIVATE SALE BY JESSE BLACKMON

WHEREAS, by Resolution No. 256-2013 of December 9, 2013, the City Council of the City of Newburgh authorized the sale of 213 North Miller Street, more accurately described as Section 11, Block 1, Lot 6 of the official tax map of the City of Newburgh, to Jesse Blackmon upon receipt of the purchase price of \$15,000.00; and that said purchase price must be paid no later than March 10, 2014, and in accordance with certain terms and conditions of sale; and

WHEREAS, by Resolution No. 12-2014 of January 13, 2014, the City of Newburgh also authorized the sale of 212 Dubois Street and 214 Dubois Street, being more accurately described as Section 11, Block 1, Lots 34 and 35, respectively, on the official tax map of the City of Newburgh, to Jesse Blackmon in accordance with the terms and conditions of sale as attached to Resolution No. 12-2014; and

WHEREAS, by Resolution No. 210-2014 of August 11, 2014, the City of Newburgh authorized further amendment to the terms of sale and additional time to close title until October 31, 2014; and

WHEREAS, the parties have agreed to further modify the terms of sale and require more time to close title and the City Council finds the same to 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 Resolution No. 210-2014 of August 11, 2014 is hereby amended to extend the time to close title on the sale of 213 North Miller Street, 212 Dubois Street and 214 Dubois Street to Jesse Blackmon; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$15,000.00 in accordance with the terms and conditions of sale as annexed hereto and made part hereof; and

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

## Terms and Conditions of Sale

1. City of Newburgh acquired title to the properties known as 213 North Miller Street, 212 Dubois Street and 214 Dubois Street, more accurately described as Section 11, Block 1, Lots 6, 34 and 35, respectively) on the official tax map of the City of Newburgh, (hereinafter referred to as "the parcels") in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. The parcels, including any buildings thereon, are 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; and (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 closing.
3. The purchaser shall continue to be responsible for all water, sewer and sanitation charges.
4. The purchase price of the properties is \$15,000.00. The purchaser shall pay to the City the purchase price as follows:

The City, as seller, agrees to take back and hold and the purchaser agrees to execute and deliver to the seller a Purchase Money Second Mortgage and Note for the purchase price. The Purchase Money Note and Second Mortgage shall be self-amortizing and be in the sum of \$15,000.00 for a term of five years, payable in equal monthly installments of \$250.00 per month. The Purchase Money Mortgage shall be subordinate to the mortgage held by Hudson Valley Federal Credit Union encumbering the property known as 213 North Miller Street. The Purchase Money Mortgage shall contain a late charge for overdue payment. The Note and Mortgage shall provide, among other things, that it may be prepaid in whole or in part without penalty, that it shall be immediately due and payable upon the sale of the mortgaged premises or in the event that the purchaser enters into a land sale contract or in the event that purchaser files a voluntary petition in bankruptcy or assigns the premises for the benefit of creditors.

The mortgage tax imposed by law and the recording fee for this Purchase Money Mortgage shall be paid by the purchaser. Seller's attorney shall prepare the Purchase Money Note and Mortgage.

All payments due hereunder shall be payable to the City of Newburgh by bank check, certified check or money order.

5. Purchaser is 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 purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. 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.
7. All informational tools, such as slides, tax maps, deeds, photos, property record cards, etc., are for identification purposes only and are neither a guarantee nor a warranty as to location, dimensions, parcel use and/or size, or anything else. **THE CITY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH THIS SALE.**
8. 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. Properties 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. Properties also may contain other environmental hazards. Purchasers shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchasers 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 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.
9. Notice is hereby given that the parcels lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
10. All recording costs, mortgage tax and transfer taxes shall be paid by the purchaser. Such recording costs shall be payable to the "Orange County Clerk" by **bank check, certified check or money order.**
11. The closing costs/fees must be paid by guaranteed funds to the City of Newburgh Comptroller's Office. **The City is not required to send notice of acceptance to a purchaser.** Any additional request made shall be made in writing and placed before the City Council for their consideration.

12. The purchaser warrants that he is in possession of the parcels and shall remain in possession until such time as the payments set forth herein have been paid. Purchaser shall be responsible for all property maintenance during his continued possession of the parcels.
13. If the purchaser fails to close title, the City may, but is not obligated to, offer the parcel to another purchaser.
14. 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 with interest, but not to any payment of rent. 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. However, if purchaser fails to close title in accordance with the terms and conditions set forth herein, he shall be entitled to reimbursement for expenses incurred to bring said parcel into compliance with applicable building and maintenance codes made during his possession as tenant, and as required as a condition of sale, upon presentation of proof that such expenses were incurred in a form that is satisfactory to the City.
15. The sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. 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, its heirs, success or assigns, against City of Newburgh arising from this sale.
16. Conveyance shall be by quitclaim deed only, containing a description of the properties as they 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 and closing fees/costs. Purchaser and tenant(s) remain in possession of the properties until the deed is recorded conveying title to the purchaser. Title vests upon recording of deed.
17. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, 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 properties. 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.
18. The description of the properties shall be from the City of Newburgh Tax Map reference.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he is the former owner(s) of the properties against whom City of Newburgh foreclosed and has no

intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the properties. The purchaser agrees that neither he nor his assigns shall convey the properties until after the date of the deed conveying title to the purchaser. If such conveyance is in violation of these terms and conditions, the purchaser understands that he may be found to have committed fraud, and/or intent to defraud, and will be liable for damages to the City of Newburgh.

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JESSE BLACKMON

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