



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

October 9, 2018

7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
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 Special City Council Meeting on September 6, 2018 and Regular City Council Meeting on Sept. 24, 2018

Presentations/Presentaciones

5. A Presentation by a NFA North Student Grant Finalist  
(Mayor Torrance Harvey)

*Una presentación por un estudiante de NFA Norte el cual es un Finalista para una Subvención. (Alcalde Torrance Harvey)*

6. Manager's Proposed 2019 Budget

*Presupuesto Propuesto por el Gerente para el 2019*

7. Public Hearing is scheduled for Tuesday's Council meeting to hear comments concerning a local law authorizing a Property Tax Levy in excess of the limit established in General Municipal Law Section 3-C.

A public hearing will be held on October 9, 2018 to hear comments concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

*Una audiencia pública se llevara a cabo el 9 de octubre de 2018 para escuchar comentarios sobre una ley local autorizando un impuesto para propiedades en exceso del límite establecido en la Ley Municipal General Sección 3-c*

8. A Public Hearing will be held on Tuesday, Oct. 9, 2018 Council Meeting to receive public comment on the City of Newburgh's Proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019

A Public Hearing will be held on Tuesday, Oct. 9, 2018 Council Meeting to receive public comment on the City of Newburgh's Proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019.

*Una audiencia pública se llevara a cabo el martes, 9 de octubre de 2018 durante la reunión General del Concejal para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvención para Desarrollo de los Bloques de la Comunidad del Plan Consolidado para Viviendas y Desarrollo Comunitario para el Año Fiscal 2019.*

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

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

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

9. Resolution No. 283 -2018 - MOU with Kiewit Shea Constructors for Transport of Steel Pipe Liners for Delaware Aqueduct Project

Resolution authorizing the City Manager to execute a memorandum of understanding with Kiewit Shea Constructors, AJV, for the transport of steel pipe liners through the City of Newburgh to facilitate the completion of the Delaware Aqueduct Rondout West Bypass Tunnel project. (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un memorando de entendimiento con "Kiewit Shea Constructors, AJV", para el transporte de revestimientos de tubos de acero por la Ciudad de Newburgh para facilitar la terminación del proyecto del túnel de circunvalación del Acueducto Oeste de Delaware. (Jason Morris)*

10. Resolution No. 284 - 2018 Proposal with QUEST for Asbestos Monitoring Services at 22 Grand Street and 492 Broadway

Resolution authorizing the City Manager to accept a proposal and execute an amendment to an agreement with Quality Environmental Solutions & Technologies, Inc. for an indoor environmental assessment to include asbestos sampling services for 22 Grand Street and 492 Broadway at a cost of \$1,910.00

*Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda a un acuerdo con "Quality Environmental Solutions & Technologies, Inc." Para un asesoramiento ambiental interior para incluir servicios de prueba de asbestos para la 22 de la Calle Grand y 492 de Broadway en un costo de \$1,910.00*

11. Resolution No. 285 -2018 QUEST Proposal Asbestos Abatement Plans & Specifications 492 Broadway  
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services for 492 Broadway at a cost of \$10,000.00. (Jason Morris)
- Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con “Quality Environmental Solutions & Technologies, Inc.” Para los servicios de diseño de eliminación de asbestos para la 492 de Broadway a un costo de \$10,000.00*
12. Resolution No. 286 - 2018 Public Hearing for 2019 Budget  
Resolution scheduling a public hearing for November 13, 2018 to receive comments concerning the adoption of the 2019 Budget for the City of Newburgh. (Michelle Kelson)
- Una resolución programando una audiencia pública para el 13 de noviembre de 2018 para recibir comentarios públicos con respecto a la adopción del presupuesto del 2019 para la Ciudad de Newburgh.*
13. Resolution No. 287 - 2018 Transfer 44 South Miller Street & 197 First Street to NCLB  
Resolution authorizing the transfer of real property to the Newburgh Community Land Bank (2 properties -- 6 votes)
- Una resolución autorizando la transferencia de bienes raíces al Banco Comunitario Agrario de Newburgh (2 propiedades – 6 votos)*
14. Resolution No. 288 - 2018 Release of Covenants for 57-58 Williamsburg Drive  
Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Step Up Properties, LLC to the premises known as 57-58 Williamsburg Drive (Section 1, Block 2, Lot 29). (Michelle Kelson)
- Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a “Step Up Properties, LLC” para las instalaciones conocidas como la 57-58 de Williamsburg Drive (Sección 1, Bloque 2, Lote 29) (Michelle Kelson)*
15. Resolution No. 289 - 2018 Purchase of 585 South Street  
Resolution to authorize the conveyance of real property known as 585 South Street (Section 14, Block 2, Lot 6.1) at private sale to Natasha Watterson for the amount of \$89,900.00
- Una resolución para autorizar la transferencia de bienes raíces conocidas como la 585 de la Calle South (Sección 14, Bloque 2, Lote 6.1) en una venta privada a Natasha Watterson por la cantidad de \$89,900.00*

16. Resolution No. 290 - 2018 Purchase of 25 Gidney Avenue  
Resolution to authorize the conveyance of real property known as 25 Gidney Avenue (Section 11, Block 3, Lot 2.2) at private sale to Wilber B. Highleyman for the amount of \$30,800.00.

*Una resolución para autorizar el traspaso de bienes raíces conocidas como la 25 de la Avenida Gidney (Sección 11, Bloque 3, Lote 2.2) en una venta privada a Wilber B. Highleyman por la cantidad de \$30,800.00*

17. Resolution No. 291 - 2018 Purchase of 82 Carson Avenue, 45 Concord Street and 49 Concord Street

Resolution to authorize the conveyance of real property known as 45 Concord Street (Section 29, Block 1, Lot 12), 49 Concord Street (Section 29, Block 1, Lot 10) and 82 Carson Avenue (Section 45, Block 12, Lot 17) at private sale to Eulogio and Felderil Santiago for the total amount of \$19,000.00

*Una resolución para autorizar el traspaso de bienes raíces conocidos como la 45 de la Calle Concord (Sección 29, Bloque 1, Lote 12), 49 de la Calle Concord (Sección 29, Bloque 1, Lote 10) y la 82 de la Avenida Carson (Sección 45, Bloque 12, Lote 17) en una venta privada a Eulogio y Felderil Santiago por la cantidad total de \$19,000.00.*

18. Resolution No. 292 -2018 Satisfaction of Judgments - 260 First Street (SBL 22-5-33)

Resolution authorizing the City Manager to execute satisfactions of judgments in connection with the sale of the premises located at 260 First Street (Section 22, Block 5, Lot 33) to David Forbes. (Michelle Kelson)

*Una resolución autorizando al Gerente de la Ciudad para ejecutar satisfacciones de fallos en conexión con la venta de las instalaciones conocidas como la 260 de la Calle First (Sección 22, Bloque 5, Lote 33) a David Forbes. (Michelle Kelson)*

19. Resolution No. 293 - 2018 Donations for Annual Back to School Event

Resolution authorizing the City Manager to accept donations in support of the City of Newburgh Recreation Department's Annual Back to School event. (Derrick Stanton)

*Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo del evento Anual de Regreso al Colegio del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)*

20. Resolution No. 294 - 2018 Council Rules & Order of Procedure amendments

A Resolution Amending Rules of Order and Procedure for the Council of the City of Newburgh for the Year 2018.

21. Local Law No. 1 - 2018 - Amending Section C3.12 entitled "Residency Requirements"

Local Law amending Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

*Ley Local enmendando Sección C3.12 titulado “Requerimientos de Residencia” del Código de la Ciudad de Newburgh.*

22. Resolution No. 295 - 2018

A Resolution Authorizing an Agreement between the City of Newburgh and Charles P. Duffy, CPA for Professional Consulting Services in the Area of Governmental Administrative and Financial Management.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 262 - 2018

OF

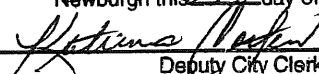
SEPTEMBER 24, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR OCTOBER 9, 2018 TO HEAR PUBLIC COMMENT  
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY  
IN EXCESS OF THE LIMIT ESTABLISHED IN  
GENERAL MUNICIPAL LAW SECTION 3-c

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 authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; 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 9<sup>th</sup> day of October, 2018, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/24/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 25<sup>th</sup> day of Sept 2018

  
Deputy City Clerk

LOCAL LAW NO.: \_\_\_\_\_ - 2018

OF

\_\_\_\_\_, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT  
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

**SECTION 1. LEGISLATIVE INTENT**

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

**SECTION 2. AUTHORITY**

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

**SECTION 3. TAX LEVY LIMIT OVERRIDE**

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

**SECTION 4. SEVERABILITY**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**SECTION 5. EFFECTIVE DATE**

This local law shall take effect immediately upon filing with the Secretary of State.

LOCAL LAW NO.: \_\_\_\_\_ - 2018

OF

\_\_\_\_\_, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT  
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

**SECTION 1. LEGISLATIVE INTENT**

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

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**SECTION 3. TAX LEVY LIMIT OVERRIDE**

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**SECTION 5. EFFECTIVE DATE**

This local law shall take effect immediately upon filing with the Secretary of State.



RESOLUTION NO.: 263 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND  
SCHEDULING A PUBLIC HEARING FOR OCTOBER 9, 2018  
TO RECEIVE PUBLIC COMMENT ON THE  
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE  
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT  
FOR FISCAL YEAR 2019

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

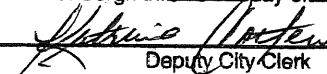
WHEREAS, the City is now preparing a one-year Action Plan for FY 2019 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 9th day of October, 2018 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/24/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 25th day of Sept 20 18

  
Deputy City Clerk

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1614" in white. The center features a detailed illustration of a cityscape with a large building, a bridge, and a river. Above the cityscape, a banner reads "WASHINGTON'S HEADQUARTERS".

# FY 2019 Community Development Block Grant (CDBG) Projects

Department of Planning &  
Development  
September, 2018



# “CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- Projects **MUST** be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.



# City of Newburgh Community Development Goals

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

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



# City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure



# **FY2019: Proposed Annual Action Plan Projects**

**Year 5 of the 5 Year Plan  
2015 - 2019**



# FY2019 Proposed CDBG Projects/Funding

	Project Name	Description	Projected Funding
Projects Funded through Entitlement Grant			
	In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00
	Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00
	Park Improvements	Park Improvements	\$200,000.00
	Community Policing/Neighborhood Services	2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00
	Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00
	Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00
		Total FY2019 Allocation	\$848,000.00
		Note: In the event that award funding is greater than what is presented here in the FY 2019 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2019 CDBG Annual Action Plan	

Project: In Rem Property Program  
Budget: \$215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.





# In Rem Property Program Highlights

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



Project: Complete Streets Project  
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements  
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services  
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance  
Budget: \$60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

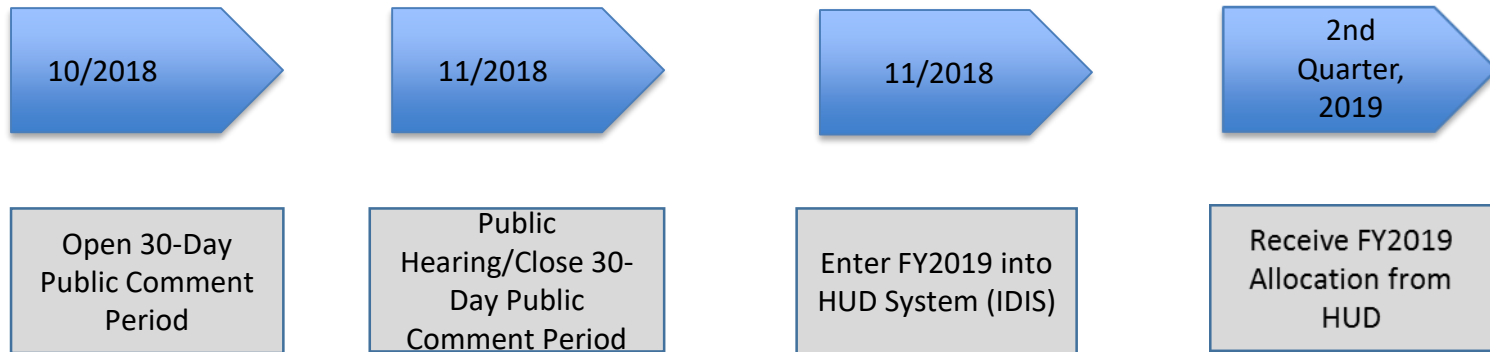


Project: Administration  
Project Funding: \$130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



# FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROJECTS TIMELINE**



RESOLUTION NO.: 283 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MEMORANDUM OF UNDERSTANDING WITH KIEWIT SHEA CONSTRUCTORS, AJV  
FOR THE TRANSPORT OF STEEL PIPE LINERS THROUGH THE CITY OF  
NEWBURGH TO FACILITATE THE COMPLETION OF  
THE DELAWARE AQUEDUCT RONDOUT WEST BYPASS TUNNEL PROJECT**

**WHEREAS**, the Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel; and

**WHEREAS**, the parties have reached an agreement regarding the details and logistics surrounding the transportation of the steel pipe sections, a copy of which is attached hereto and made a part of hereof; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached agreement with Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel Project by the New York City Department of Environmental Conservation.



## **Memorandum of Understanding**

Between

Kiewit Shea Constructors, AJV

and

City of Newburgh

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Kiewit Shea Constructors, AJV (KSC) and the City of Newburgh (CON) regarding the transportation of the steel pipe sections from Steelways, Inc. property located at 401 South Water Street, Newburgh, New York to the KSC jobsite located at 5503 NYS Route 9W, Marlboro (Town of Newburgh), New York. This transportation of these materials is necessary to the successful completion of the project known as BT-2 Rondout West Bypass Tunnel of the City of New York.

### **Background**

Representatives of KSC and CON met on numerous occasions to apprise the CON as to the proposed storage location and proposed transportation route through the CON for the steel pipe sections. The owner of the Steelways site received site plan approval from the City of Newburgh Planning Board for storage of the steel pipe sections in the vacant yard owned by Steelways located along the west side of South Water Street. Steelways, KSC and the NYCDEP have worked to transport and secure these pipe sections in the Steelways yard.

### **Purpose**

This MOU memorializes the mutual understanding and agreement between KSC and CON regarding the details and logistics surrounding the transportation of the steel pipe sections.

### **Route**

The agreed upon route from the approved, current storage area (SBL: 49-1-24) along the west side of South Water Street shall be as follows: Cross South Water Street in an easterly direction back onto the property at 401 South Water Street (SBL: 49-1-6) , then heading in a northerly direction through Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through the CSX Transportation Property (SBL: 49-1-5.22) and CON property (SBL: 49-1-5.1), continuing straight past the water treatment plant through the City owned property (SBL:40-3-3), then turning in a westerly direction onto Washington Street towards the intersection with South Water Street (NYS 980T), then turning right in a northerly direction onto South Water Street to head north on New York State Reference Route 980T, then turning right onto Old Balmville Road traveling in a northerly direction and leaving the City of Newburgh (see attached map).

### **Commitments**

KSC agrees to undertake the following:

Initials: KSC \_\_\_\_\_ CON \_\_\_\_\_

- 1) KSC or its subcontractor will photographically document the existing condition of the road and travel corridor through the City in sufficient detail satisfactory to the CON and submit such photographic documentation in electronic format to the City 10 days in advance of the first pipe transport through the City.
- 2) KSC or its subcontractor will conduct pre and post video inspections of the combined sewer main along Washington Street (MH1006-MH-1001) between South Water Street and the entrance to the Former Consolidated Iron Property (SBL: 40-3-3) within the anticipated pathway of the transport corridor to the satisfaction of the City. These video inspection documentations shall be transmitted to the City within 2 weeks following the execution of this MOU.
- 3) KSC agrees to repair, to the satisfaction of the City Engineer, any infrastructure deficiencies discovered during this CCTV work that present a threat to the safety of the pipe transport operation or provide engineered protection to prevent any further damage to the existing infrastructure asset. This engineered protection will be signed and sealed by a licensed Professional Engineer registered in the State of New York. In the event of a dispute regarding the assessment of an underground infrastructure asset, KSC shall provide a written certification, signed and sealed by a licensed Professional Engineer registered in the State of New York, that the infrastructure asset's disputed condition can support the pipe transport loads for the duration of the project without failure.
- 4) KSC or its subcontractor will obtain such permits or approvals as may be required by the New York State Department of Transportation ("NYSDOT") and CSX Transportation Inc. for the transport of pipe sections. Copies of all permits shall be transmitted to the City 10 days in advance of the first pipe transport through the City. Any permit renewals shall be transmitted to the City.
- 5) KSC or its subcontractor will transport all pipe sections at night and shall have transport trucks and equipment removed from all roads within the City prior to 7:00 AM. Transport of pipe (approximately 4 sections) will commence in November 2018 for purposes of proving clearances to utilities along the travel alignment, and the transport of the balance of pipe sections shall start May-August 2019 and end no later than October 2020 barring delays to the project. Shipments will be made Sunday to Thursday between the hours of 11:00 PM and 6:00 a.m. Shipments will be permitted Saturday, but transport shall not begin until 1:00 a.m. and all transport trucks and equipment shall be off the road by 7:00 a.m. KSC or its subcontractor will endeavor to minimize light and sound impacts to the surrounding neighborhoods to the maximum extent practical.
- 6) KSC or its subcontractor will transport a maximum of four (4) pipe sections per day. Return trips from the jobsite to 401 South Water Street, Newburgh, NY will use Route 9W South to reduce the disturbance to the City of Newburgh.
- 7) KSC or its subcontractor will coordinate with Central Hudson, Verizon and Spectrum to provide the necessary clearances for the transportation of the pipe sections.
- 8) KSC agrees to pay for the overtime of one City staff member from the Engineering Department, Water Department or Department of Public Works to be on-site at all times

Initials: KSC \_\_\_\_\_ CON \_\_\_\_\_

during the night transport of the pipe sections through the City. Depending on the personnel utilized, this cost will range from a high of \$57.43 per hour to a low of \$39.47 per hour. See attached OT Salary table.

- 9) KSC agrees to pay for all necessary City of Newburgh Police Department costs if necessary to assist with traffic control related to the transport. KSC shall make all scheduling requests for traffic control to the City of Newburgh Police Department one week in advance.
- 10) KSC agrees to post a bond in the amount of \$350,000 for the restoration costs of the proposed River Street and Washington Street roadway modifications necessary to transport the pipe sections.
- 11) KSC agrees to provide the CON with all required insurances with the CON named on the certificates. See the attached Certificate of Insurance naming the types of insurance and the limits to be provided.
- 12) KSC agrees to pay the CON a one-time fee in the amount of \$75,000 to cover impacts to infrastructure related to the transport of the pipe sections.
- 13) KSC shall defend, indemnify and hold the CON harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of CON streets and property for the activities contemplated under this MOU, excepting gross negligence or misconduct by the City.
- 14) KSC and its consultants agrees to comply with all provisions, restrictions, restoration requirements related to CON owned property (SBL: 40-3-3) as stated in the Site Management Plan and environmental easement, or as may be required by the New York State Department of Environmental Conservation and/or the United States Environmental Protection Agency.
- 15) KSC and its consultants agrees to operate its equipment and contractors in such a way as to maintain full access to all CON owned properties at all times and shall accommodate all future events that may be planned on CON owned property (SBL: 40-3-3).

CON agrees to undertake the following:

- 1) CON will grant a temporary license agreement for the transportation of the pipe sections from Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through CON properties (SBL: 49-1-5.1 & 40-3-3) to allow a left onto Washington Street allowing access to the above listed transportation route. (See attached map).
- 2) CON will grant permission for the milling of asphalt, with subsequent restoration by KSC, to allow for the required vertical clearances for the transport of the pipe sections through the area of Renwick St. and River Street adjacent to the Wastewater Treatment Plant. KSC will comply with CON MOU requirement to obtain design drawings from a New York State registered licensed professional engineer that will make submissions to the CON for review, comment and approval. Upon completion of pipe transport, the area will be restored within a reasonable amount of time following the transport of the last

Initials: KSC \_\_\_\_\_ CON \_\_\_\_\_

pipe section by KSC in accordance with the approved plans, and no later than November 1, 2020 barring project delays or weather restrictions.

- 3) CON agrees to provide KSC with a copy of the approved Site Management Plan and environmental easement associated with CON owned property (SBL: 40-3-3).

### **Duration**

This MOU may be modified by mutual written agreement executed by authorized officials from the City of Newburgh and Kiewit Shea Constructors, AJV. This MOU shall become effective upon signature by the authorized officials from the CON and KSC and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from the CON and KSC, this MOU shall end on December 31, 2025.

### **Contact Information**

City of Newburgh  
Michael G. Ciaravino  
City Manager  
83 Broadway  
Newburgh, New York 12550  
Telephone: 845-569-7301  
E-mail: mciaravino@cityofnewburgh-ny.gov

Kiewit Shea Constructors, AJV  
Mark Petermann  
Project Manager  
5503 Route 9W  
Newburgh, New York 12542  
Telephone: 845-838-8534  
E-mail: mark.petermann@kiewit.com

\_\_\_\_\_  
Mark Petermann, Project Manager  
Kiewit Shea Constructors, AJV

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael G. Ciaravino, City Manager  
City of Newburgh

Date: \_\_\_\_\_

Initials: KSC \_\_\_\_\_ CON \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or 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> Midwest Agencies, Inc. 3555 Farnam Street Omaha, NE 68131	<b>CONTACT NAME:</b> Traci Sutton	<b>FAX (A/C, No):</b> 402-271-2997	
	<b>PHONE (A/C, No, Ext):</b> 402-271-2956	<b>E-MAIL ADDRESS:</b> Traci.Sutton@Midwestagenciesinc.com	
<b>INSURED</b> Kiewit-Shea Constructors, AJV 470 Chestnut Ridge Road, 2nd Floor Woodcliff Lake NJ 07677	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Old Republic Insurance Company		24147
	<b>INSURER B:</b> North American Specialty Insurance Co		29874
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** 43576494**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 312911	3/1/2018	3/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 312910	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXS 2000809	3/1/2018	3/1/2019	EACH OCCURRENCE \$23,000,000 AGGREGATE \$23,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 312957	3/1/2018	3/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**City of Newburgh  
83 Broadway  
Newburgh NY 12550

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

Philip G. Dehn

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ACORD 25 (2016/03)

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<i>OT Salary Avg's</i>	Engineer/Water/DPW									
<i>Effective 2018</i>										
<i>8/3/2018</i>										
					FRINGE BENEFITS					Combined Hourly Rate
<b>Department</b>	<b>Personnel</b>	<b>Unit</b>	<b>Salary</b>	<b>Hourly Rate</b>	Retirement	Soc. Sec.	MTA	Total Benefits	Benefits Rate	(Salary and Fringe)
Engineer-OT	Asst. City Engineer	CSEA	\$ 69,595	\$ 49.9964	9,952	5,324	237	\$15,513	\$7.43	\$ 57.43
Engineer-OT	Engineering Technician	CSEA	\$ 48,102	\$ 34.5560	6,879	3,680	164	\$10,722	\$5.14	\$ 39.69
Engineer-OT	Junior Civil Engineer	CSEA	\$ 47,840	\$ 34.3678	6,841	3,660	163	\$10,664	\$5.11	\$ 39.47
Water	Heavy Equipment Operator	CSEA	\$ 57,481	\$ 41.2938	8,220	4,397	195	\$12,813	\$6.14	\$ 47.43
DPW	Labor Supervisor	CSEA	\$ 64,698	\$ 46.4784	9,252	4,949	220	\$14,421	\$6.91	\$ 53.39



# RONDOUT BYPASS TUNNEL STEEL INTERLINER ROUTE





RESOLUTION NO.: 284 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL  
AND EXECUTE AN AMENDMENT TO AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN  
INDOOR ENVIRONMENTAL ASSESSMENT TO INCLUDE  
ASBESTOS SAMPLING SERVICES FOR  
22 GRAND STREET AND 492 BROADWAY AT A COST OF \$1,910.00**

**WHEREAS**, by Resolution No. 193-2018 of August 13, 2018, 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. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

**WHEREAS**, it is necessary to expand the indoor environmental assessment proposal to include evaluation, sampling and assessment for asbestos; and

**WHEREAS**, the cost for these additional services will be \$1,910.00 and funding shall be derived from A.1620.0448 - Municipal Buildings; 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 amendment to the agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment to include asbestos sampling for buildings located at 22 Grand Street and 492 Broadway at a cost of \$1,910.00; and



# QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

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.: West End Firehouse & Police/Firehouse (Amendment to Existing Contract)  
Request for Proposal – Limited Asbestos Bulk Sampling and Consulting Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached amendment to the existing contract for Limited Asbestos Bulk Sampling and Consulting Services at the West End Firehouse and Police/Firehouse, located at 492 Broadway & 22 Grand Street, Newburgh, NY 12550.

**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 expense 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 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 City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



**Rudy Lipinski - LEED® AP**  
Director of Field Operations  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 05-09049

**LIMITED ASBESTOS BULK SAMPLING  
AND CONSULTING SERVICES**  
for  
**CITY OF NEWBURGH**  
83 Broadway  
Newburgh, NY 12550  
at  
**WEST END FIREHOUSE & POLICE/FIREHOUSE**  
492 Broadway & 22 Grand Street  
Newburgh, NY 12550

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

**LIMITED ASBESTOS BULK SAMPLING & CONSULTING SERVICES**

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling in compliance with the requirements of Title 12 NYCRR Part 56 and 29 CFR 1926.1101 throughout specific areas of the West End Firehouse and Police/Firehouse.
- Perform collection and analysis of suspect friable material using Polarized Light Microscopy (PLM) analytical protocols.
- Perform collection and analysis of suspect non-friable organically bound material using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory-QTEM analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/PLM-NOB/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Attend City of Newburgh Council Meeting to discuss findings.

**LIMITED ASBESTOS BULK SAMPLING  
AND CONSULTING SERVICES**  
for  
**CITY OF NEWBURGH**  
83 Broadway  
Newburgh, NY 12550  
at  
**WEST END FIREHOUSE & POLICE/FIREHOUSE**  
492 Broadway & 22 Grand Street  
Newburgh, NY 12550

**COST ESTIMATE**

➤ **LIMITED ASBESTOS BULK SAMPLING AND CONSULTING SERVICES**

Project Management Labor	\$ 540.00
Inspector Labor	\$ 320.00
24 Hr TAT PLM Bulk Sample Analysis 23 @ \$ 25.00/Layer	\$ 575.00
1-Week TAT QTEM/PLM-NOB Bulk Sample Analysis 10 @\$ 41.00/Layer	\$ 410.00
Travel & Misc. Materials	\$ 65.00
<b><i>Amendment Total \$ 1,910.00</i></b>	

.....  
**ACCEPTANCE OF PROPOSAL #P18-5968**

.....  
***To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.***  
**Payment Terms: *Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments  
Shall Be Assessed a Penalty of 1.5% per Month.***

**City of Newburgh - Authorized Representative:**

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

RESOLUTION NO.: 285 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
FOR ASBESTOS ABATEMENT DESIGN SERVICES  
FOR 492 BROADWAY AT A COST OF \$10,000.00**

**WHEREAS**, Resolution No. 193-2018 of August 13, 2018, 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. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

**WHEREAS**, the surveys and testing was expanded to include asbestos sampling and the results found the presence of asbestos containing material at 492 Broadway; and

**WHEREAS**, said asbestos containing material must be abated and removed in compliance with law, rule and regulation and QUES&T, as a qualified environmental remediation consultant, has submitted a proposal for the planning and design phase of the asbestos abatement at 492 Broadway; and

**WHEREAS**, the cost for these services will be \$10,000.00 and funding shall be derived from A.1620.0448 - Municipal Buildings; 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 design services for 492 Broadway, Newburgh, New York at a cost of \$10,000.00.

# QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

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.: West End Firehouse  
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos  
Abatement Monitoring & Management Services

Dear Mr. Morris,

**Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance w/Contamination Assessment to the NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

**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 expense 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,



**Rudy Lipinski - LEED® AP**  
Director of Field Operations  
NYS/AHERA Inspector/Project Designer  
Cert. #AH 05-09049

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS  
ABATEMENT MONITORING & MANAGEMENT SERVICES**

**for  
CITY OF NEWBURGH  
83 Broadway  
Newburgh, NY 12550  
At  
WEST END FIREHOUSE  
492 Broadway  
Newburgh, NY 12550**

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

**1.) Development and Submission of NYSDOL Site-Specific Variance**

- Meet onsite to identify areas impacted by incidental disturbance of identified ACM materials within the West End Firehouse.
- Perform contamination assessment to determine the extent of contamination.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

**2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process**

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

**3.) Asbestos Abatement Management and Monitoring**

**Item 1:** Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the 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.



*Services Cont'd...*

**Item 2:** Third Party Asbestos Air Monitoring

- **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 NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

**83 Broadway  
Newburgh, NY 12550  
At  
WEST END FIREHOUSE  
492 Broadway  
Newburgh, NY 12550**

RESOLUTION NO.: 286 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2018  
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE  
2019 BUDGET FOR THE CITY OF NEWBURGH**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2019 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2018, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 287 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY  
TO THE NEWBURGH COMMUNITY LANDBANK**

**WHEREAS**, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

**WHEREAS**, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

**WHEREAS**, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" 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 that the sale of the properties on the list attached hereto as Schedule "A" to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "B"; and

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

## SCHEDULE "A"

<b>S-B-L</b>	<b>Property Address</b>
30-1-2	197 First Street
30-2-49	44 South Miller Street



## NEWBURGH COMMUNITY LAND BANK

### DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

#### SECTION 1. PURPOSE.

This policy (the “Policy”) sets forth guidelines for the Land Bank’s disposal of real and personal property in accordance with the mission and purpose of the Land Bank and applicable law.

#### SECTION 2. DEFINITIONS.

- a. “Land Bank” shall mean the Newburgh Community Land Bank.
- b. “Contracting Officer” shall mean the person responsible for the Land Bank’s compliance with, and enforcement of, this Policy, and such person shall be the Executive Director of the Land Bank.
- c. “Dispose” or “disposal” shall mean transfer of title or any other beneficial interest in Property (as defined below).
- d. “Property” shall mean personal property or real property regardless of value, and any other interest in property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation.

#### SECTION 3. GENERAL DUTIES.

- a. The Land Bank shall:
  - i. maintain adequate inventory controls and accountability systems for all property owned by the Land Bank and under its control;
  - ii. periodically inventory such property to determine which property may be disposed of;
  - iii. produce written reports of such in accordance with Section 3(b); and
  - iv. transfer or dispose of such property as promptly as possible in accordance with this Policy.

- b. The Land Bank shall:
- i. maintain and make available for public review and inspection in accordance with Not-for-Profit Corporation Law section 1609 a complete inventory of all real property dispositions by the Land Bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the Land Bank or any other party which is not included within the sale price. All property dispositions shall be listed on the property disposition inventory within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely; and
  - ii. publish not less frequently than annually in accordance with Public Authorities Law section 2896 a report listing all real property owned by the Land Bank during the reporting period. Such report shall include a list and full description of all real and personal property disposed of during such period. The report shall contain the price received the Land Bank and the name of the purchaser for all such property sold by the Land Bank during such period. Such report shall be delivered to all agencies required by law including the Comptroller of the State of New York, the Director of the Budget of the State of New York, the Commissioner of the New York State Office of General Services, the Director of the Authority Budget Office and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

#### SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

- a. Supervision and Direction. Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Land Bank. The Land Bank shall have the right to dispose of its property for any valid purpose.
- b. Custody and Control. The custody and control of Land Bank property, pending its disposition, shall be performed by the Contracting Officer.
- c. Means of Disposition. Unless otherwise permitted, the Land Bank shall dispose of property by sale, exchange, or transfer, for cash, credit, or other consideration as provided for herein, with or without warranty, and upon such other terms and conditions as the Land Bank or the Contracting Officer deems proper. The Contracting Officer may execute such documents for the transfer of title or other interest in property and take such other action as is necessary or proper to dispose of such property under the provisions of this Policy.

d.        Validity of Deed, Bill of Sale, Lease, or Other Instrument. A deed, bill of sale, lease, or other instrument executed by or on behalf of the Land Bank, purporting to transfer title or any other interest in property of the Land Bank in accordance herewith shall be conclusive evidence of compliance with the provisions of this Policy and all applicable law insofar as concerns the title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to transfer of title of such property.

e.        Method of Disposition for Real Property.

i.        Negotiated Sale.

1.        Competitive Listing. Land Bank property for sale shall be listed on the Land Bank's website to solicit competitive offers. An initial listing price shall be determined by staff based on a comparative market analysis and consideration of the Land Bank's then-current valuation guidelines, if any. The Contracting Officer is empowered to negotiate a proposed purchase price with interested purchasers, taking into consideration all reasonable business and financial justifications for accepting offers above or below listing price.

2.        Award of Purchase Contract. The Contracting Officer shall present the Board of Directors with a summary and analysis of the offers received for a particular property, making a recommendation as to which offers are reasonable and consistent with the Land Bank's mission and purpose.

The Board of Directors, in its sole discretion, may sell property to an Applicant (as defined in Section 5) who has not submitted the highest purchase offer (i.e. sell for less than fair market value) for a variety of reasons consistent with the Land Bank's mission and purpose including, by way of example and not limitation, the submission of a redevelopment plan which provides for (i) a more comprehensive renovation of the property, (ii) owner occupancy, (iii) a valuable community service, or (iv) other community benefit. The Board of Directors will also take into consideration the Applicant's qualifications and experience, financial capacity, the quality and extent of their redevelopment plan, and the planned use for the property when selecting to which Applicant a sales contract will be awarded. In addition, a number of defined discount programs are contained in this Policy which may result in a property



being sold for less than fair market value.

ii. Requests for Proposals. A Request for Proposals (RFP) may be used for the disposition and redevelopment of certain properties identified by the Land Bank to solicit from a specific pool of potential buyers, to allow a greater length of time for interested buyers to develop an offer and development plan, or to solicit development proposals that meet certain criteria set forth by the Land Bank. As with negotiated sales, the Board of Directors will consider the purchase price offered, the planned use, the scope of the redevelopment plan, the buyer's qualifications and capacity to complete the project, and the funds available for redevelopment, in addition to the content of the response to specific criteria or questions contained within the RFP, when selecting a winning proposal.

iii. Direct Sale. The Board of Directors may authorize the sale of property to a buyer without first undertaking the other methods of disposition set forth herein when it determines that a benefit to the community will be had by authorizing such sale without competitive procedures for reasons consistent with the Land Bank's mission and purpose and upon a demonstration that the buyer is uniquely qualified to purchase, develop or otherwise return the property to productive use as set forth in Section 5 of this Policy.

f. Method of Disposition for Personal Property.

i. The Land Bank may dispose of personal property in accordance with its mission, including through Negotiated Sale, Request for Proposals and Direct Sale, as well as by donation. The Land Bank may utilize contractors or professional services to dispose of personal property provided any revenue generated from such disposal is used to support the Land Bank's mission. When determining the method of disposition, the Land Bank shall utilize the method which shall permit obtaining such competition as is feasible under the circumstances and which is consistent with the value and nature of the personal property proposed for disposition (including whether the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to impact the value thereof), and which will be most advantageous to the Land Bank, price and other factors considered, and which shall further the interests of and be consistent with the mission and purpose of the Land Bank.

g. Board Approval for Disposition of Property. The Land Bank shall not sell, lease,

encumber, or alienate property or improvements unless authorized by a majority vote of the entire Board of Directors in accordance with section 1605(i) of the Not-for-Profit Corporation Law.

## SECTION 5. BUYER QUALIFICATIONS; APPLICATION; CONSIDERATION; DISCOUNT/PREFERENCE PROGRAMS; ENFORCEMENT; LEASING.

### a. Buyer Qualifications.

i. All disposals of Land Bank property shall be made to qualified buyers. A person submitting an application, bid or other offer to purchase property owned by the Land Bank (an “Applicant”) must meet the following requirements to be considered a “qualified buyer”:

1. The Applicant’s Principal Residence for the year immediately preceding the date of the Applicant’s application was in the City of Newburgh, the Applicant intends to relocate to the City of Newburgh and can provide satisfactory evidence thereof, or the Applicant has agreed to engage a responsible property manager located in the City of Newburgh to manage the property which is being disposed of pursuant to this policy. The term “Principal Residence” means the property that the Applicant uses as his or her residence. If the Applicant uses more than one property as his or her residence, the Applicant’s Principal Residence is the property in which the Applicant lives for the majority of the time during the year and not less than half of the year.
2. In the event the Land Bank requires the Applicant to complete any renovations or repairs with regard to the property being disposed of pursuant to this Policy, the Applicant has submitted satisfactory evidence that he or she has a feasible plan and adequate financing to complete the necessary renovations or repairs;
3. If requested by the Land Bank, the Applicant has completed a home-buyer education course;
4. The Applicant is not otherwise disqualified as set forth herein; and
5. The Applicant has completed an application in accordance with this Policy.

ii. An Applicant is disqualified if:

1. At the time of the Applicant’s application, there are unpaid and past

due taxes with respect to any real property owned by the Applicant;

2. A property owned by the Applicant has been foreclosed upon for tax-delinquency by the City of Newburgh and transferred to the Land Bank;

3. At the time of the Applicant's application, the Applicant owes amounts for past due bills, fines, or fees with respect to any real property owned by the Applicant;

4. There are open code violations or a history of code violations with respect to real property owned by the Applicant;

5. More than one (1) nuisance abatement case or proceeding has been commenced with respect to real property owned by the Applicant; or

6. The Applicant, or any spouse, parent, sibling or child of the Applicant, possessed an interest in the property for which the Applicant is applying to purchase at the time such property was foreclosed upon by the City of Newburgh for tax delinquency. The Board of Directors may consider deviating from this criterion (and 5.a.ii.2 above) if the property in question is the applicant's principal residence or principal source of income and the applicant: 1) presents compelling evidence excusing their failure to redeem the property prior to its foreclosure for unpaid real property taxes; and 2) demonstrates that they have sufficient funds to pay in full (i) the real property taxes that were due at the time of foreclosure, (ii) any other liens that were extinguished by the foreclosure (or the ability to reinstate such liens), and (iii) the Land Bank's expenses associated with the acquisition and maintenance of the property; and 3) makes all repairs necessary to bring the property into compliance with applicable health, building and zoning laws, rules and regulations, and 4) demonstrates that they have sufficient income to remain tax-current once they regain title to the property.

b. Applications. Land Bank staff shall develop purchase application forms which Applicants shall be required to complete, so that the Land Bank can evaluate the qualifications of Applicants and select Applicants with development plans that are consistent with the Land Bank's mission and purpose and the comprehensive plans of the municipalities in which the Land Bank's real property is located. The information requested in such applications may vary depending on the type of property that the Land Bank is intending to sell. The Land Bank may require Applicants to submit redevelopment plans and/or

management plans as part of the application process. The Land Bank may require Applicants to submit a contract to purchase with each application.

c. Consideration. In accordance with the terms and conditions of the Land Bank's discount/preference programs, the Land Bank may accept monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the Applicant, and such other forms of consideration deemed appropriate by the Board of Directors.

d. Discount/Preference Programs. The Land Bank has adopted the following discount and/or preference programs in order to support, through the sale of Land Bank property, development activities which further the Land Bank's mission and purpose:

i. Community Garden/Green Space Program. The Land Bank recognizes the economic, environmental, and social value of community gardens and green space. Accordingly, the Land Bank may sell or lease certain unimproved residential parcels for a nominal fee to Applicants who plan to develop such parcels into community gardens or green spaces. Any lease agreement entered into by the Land Bank and a lessee pursuant to this Community Garden/Green Space Program will require the lessee to be responsible for all property maintenance and upkeep; obtain any required permits for use or development; comply with all local building, zoning, and property maintenance ordinances; obtain approval from the Land Bank prior to installing improvements exceeding \$1,000 in value or placing any signs on the property; and furnish the Land Bank with liability waivers signed by each gardener who will have the right to use the property.

ii. Residential Side-Lot Program. Certain vacant residential lots acquired by the Land Bank may not be readily marketable because of their size, location, or other characteristics. The Land Bank may sell certain vacant residential lots for a discounted price to property owners who own lots which are directly adjacent to such vacant lots. Owners of adjacent, well-maintained properties are the mostly likely purchasers to take care of these vacant lots in many instances, thereby enhancing the value of the purchaser's property, beautifying the surrounding neighborhood, and improving surrounding property values. The Land Bank may require purchasers to combine such lots with the purchaser's adjacent property to create one tax parcel as a condition of the sale.

iii. Affordable Housing Development Program. Due to the community benefit derived from the development of affordable housing, the Land Bank may sell certain properties, including properties with vacant buildings, at a discounted price to

Applicants who plan to develop income-restricted affordable housing. In order to qualify for this discount, the development must be subject to restrictive covenants or otherwise regulated by an affordable housing funder for a defined affordability period.

iv. Tenant to Home Owner Program. The Land Bank may provide a preference to Applicants who occupy a property being disposed of pursuant to this Policy as tenants at the time the Land Bank acquires such property. The Land Bank will encourage all first time homebuyers to take home owner education courses and to receive other financial counseling.

v. Geographically Targeted Revitalization Programs. From time to time, the Land Bank may reduce the sales price of properties in a clearly defined geographic area in order to attract multiple private investors, such that the investors might leverage one another's investments. These targeted programs will be created by resolution of the Board of Directors. The resolution will define the geographic boundaries of the program, whether it is limited to a certain category of real property, the percentage by which the sales price is to be discounted, and the duration of the program. These programs will be advertised on the Land Bank's website and in other promotional materials during the course of the program, and the justification for discounting the sales price will be stated in the resolution disposing of each property.

vi. Additional Discount/Preference Programs. From time to time, the Land Bank may adopt by resolution of the Board of Directors additional discount or preference programs in furtherance of its purpose or mission.

e. Enforcement. In the event a real property disposition is being made in conjunction with a development plan proposed by the Applicant and approved by the Land Bank or with conditions imposed by the Land Bank, the Land Bank shall take appropriate measures to secure the Applicant's completion of the development plan or compliance with the conditions which measures may include a deed restriction or similar mechanism.

f. Leasing. It may be in the best interest of the Land Bank and the furtherance of its mission to lease its real property under certain circumstances, including, but not limited, to the following circumstances:

i. Existing Occupants. In order to avoid displacing persons occupying real property at the time it is acquired by the Land Bank, the Land Bank may enter into lease agreements with any such persons. The Land Bank may offer occupants relocation assistance if the real property is not habitable or if the occupants are unwilling to enter into lease agreements.

- ii. Properties Pending Sale. The Land Bank may lease an occupied parcel of real property for which a sale is pending in order to allow the occupant to enhance the value of the real property and prevent vandalism to which vacant properties are susceptible.

## SECTION 6. LAND BANKING AND PLANNED DEVELOPMENT

In some instances the Land Bank will acquire a dense concentration of properties in a geographic area and may “land bank” those properties for a period of time prior to advertising them for sale until a coordinated redevelopment plan can be developed. Such plan will include input from relevant stakeholders such as the municipality, community development corporations and neighborhood associations. Once a plan has been developed, certain properties may be appropriate for the Land Bank to hold for a longer period of time until necessary funds have been raised for their redevelopment pursuant to the plan, until the Land Bank has acquired other strategic properties nearby, assembled larger parcels, certain development approvals have been granted, or other necessary conditions to effectuate the plan are met.

Properties identified as appropriate for affordable housing development (see definition of Affordable Housing in 5.d.iii. of this Policy) through such a planning effort will be advertised as available only for redevelopment that accomplishes the objectives stated in the plan. These objectives may include certain income-restrictions/affordability thresholds, restriction to rental or owner-occupancy, and minimum standards for the quality of renovation or new construction. Other properties in the plan may be deemed appropriate for sale to private developers or individuals using standard methods to advertise properties for negotiated sale. Particular terms of sale (such as design standards or minimum renovation standards) and/or a hierarchy of preferred redevelopment plans may be adopted by the Board of Directors specific to this geographic area as allowable under 5.d.v. of this Policy.

In other instances the Land Bank acquires a scattered assortment of properties and moves to list them for sale soliciting competing offers. In both instances the Land Bank will take into consideration that funds may not yet have been awarded for subsidized projects and that the Applicant may not yet be able to demonstrate proof of funds awarded, and the Land Bank may approve the sale with a closing date to occur once proof of funds is obtained and when the applicant is ready to take title and begin work (i.e. land banking it for the project in order to minimize the buyer’s total carrying costs in light of the community benefits these projects provide). In some cases the Land Bank may land bank properties until an optimal method of disposition can be identified and effectuated.

## SECTION 7. MISCELLANEOUS.

- a.       Modification and Amendment; Filing. These guidelines are subject to modification and amendment at the discretion of the Land Bank and shall be filed annually with all local and state agencies as required under applicable law
- b.       Posting on the Land Bank Website. This Policy shall be posted on the Land Bank's website.
- c.       Annual Review. This Policy shall be reviewed annually by the Land Bank and approved by the Board of Directors of the Land Bank in accordance with section 2896(1) of the Public Authorities Law.

RESOLUTION NO.: 288-2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO STEP UP PROPERTIES, LLC  
TO THE PREMISES KNOWN AS 57-58 WILLIAMSBURG DRIVE  
(SECTION 1, BLOCK 2, LOT 29)**

**WHEREAS**, on October 21, 2016, the City of Newburgh conveyed property located at 57-58 Williamsburg Drive, being more accurately described on the official Tax Map of the City of Newburgh as Section 1, Block 2, Lot 29, to Step Up Properties, LLC; and

**WHEREAS**, Ms. Natalya Fredericks, Manager of Step Up Properties, LLC, has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; 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 57-58 Williamsburg Drive, Section 1, Block 2, Lot 29 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 October 21, 2016, from THE CITY OF NEWBURGH to STEP UP PROPERTIES, LLC, recorded in the Orange County Clerk's Office on October 28, 2016, in Liber 14129 of Deeds at Page 787 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: \_\_\_\_\_, 2018

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2018

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, 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.

\_\_\_\_\_

57-58 Williamsburg Drive Before & After





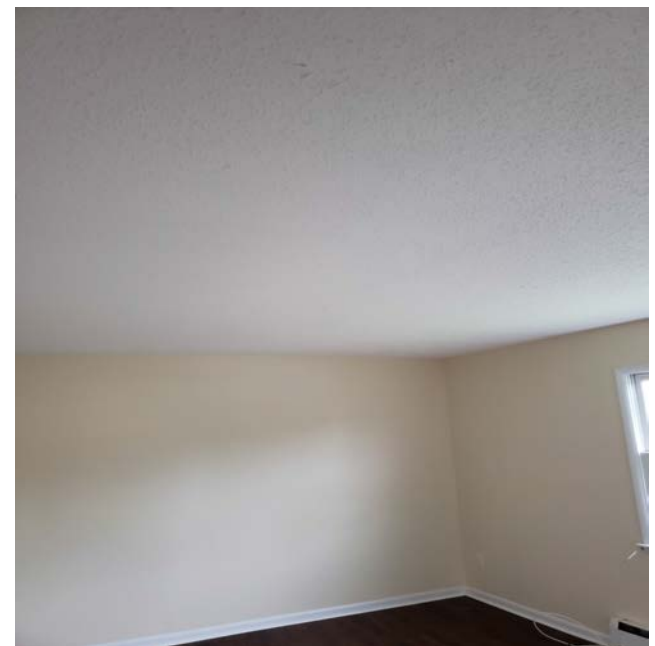
57-58 Williamsburg Drive Before & After



57-58 Williamsburg Drive Before & After



Ceilings before (above) and after (below)



RESOLUTION NO.: 289 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1)  
AT PRIVATE SALE TO NATASHA WATTERSON  
FOR THE AMOUNT OF \$89,900.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 585 South Street, being more accurately described as Section 14, Block 2, Lot 6.1, on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
585 South Street	14 - 2 - 6.1	Natasha Watterson	\$89,900.00

**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 Sale

## 585 South Street, City of Newburgh (SBL: 14-2-6.1)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.



9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The 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.
12. 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.
13. 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.
14. 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.**
15. 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.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$3,146.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.



RESOLUTION NO.: 290 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 25 GIDNEY AVENUE (SECTION 11, BLOCK 3, LOT 2.2)  
AT PRIVATE SALE TO WILBER B. HIGHLEYMAN FOR THE AMOUNT OF \$30,800.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell 25 Gidney Avenue, being more accurately described as Section 11, Block 3, Lot 2.2 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
25 Gidney Avenue	11 - 3 - 2.2	Wilber B. Highleyman	\$30,800.00

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

# Terms and Conditions Sale

## 25 Gidney Avenue, City of Newburgh (SBL: 11-3-2.2)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

RESOLUTION NO.: 291 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 45 CONCORD STREET (SECTION 29, BLOCK 1, LOT 12),  
49 CONCORD STREET (SECTION 29, BLOCK 1, LOT 10) AND  
82 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 17)  
AT PRIVATE SALE TO EULOGIO AND FELDERI SANTIAGO  
FOR THE TOTAL AMOUNT OF \$19,000.00

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

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

**WHEREAS**, the City of Newburgh desires to sell 45 Concord Street, 49 Concord Street, and 82 Carson Avenue, being more accurately described as Section 29, Block 1, Lot 12, Section 29, Block 1, Lot 10 and Section 45, Block 12, Lot 17, respectively, on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyer has offered to purchase these properties at private sale; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchase Price</u>
45 Concord Street	29 - 1 - 12	\$15,000.00
49 Concord Street	29 - 1 - 10	\$3,000.00
82 Carson Avenue	45 - 12 - 17	\$1,000.00

**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 Sale

**45 Concord Street, City of Newburgh (SBL: 29-1-12)**  
**49 Concord Street, City of Newburgh (SBL: 29-1-10)**  
**82 Carson Avenue, City of Newburgh (SBL: 45-12-17)**

## STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The 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.
12. 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.
13. 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.
14. 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.**
15. 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.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property known as **82 Carson Avenue** lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provisions of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.



RESOLUTION NO.: 292 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
SATISFACTIONS OF JUDGMENTS IN CONNECTION WITH THE SALE OF THE  
PREMISES LOCATED AT 260 FIRST STREET (SECTION 22, BLOCK 5, LOT 33)  
TO DAVID FORBES**

**WHEREAS**, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 260 First Street (Section 22, Block 5, Lot 33) to David Forbes; and

**WHEREAS**, in connection with that sale, a title report revealed two (2) outstanding Judgments against J & E Evans Corp., a prior owner of 260 First Street, both rendered by the City Court of the City of Newburgh, Index Nos. HC-2013-73 and HC-2013-74, both dated July 24, 2013, in favor of the City of Newburgh each in the amount of \$500.00, which Judgments were docketed on July 26, 2013 and the Transcripts of Judgment were filed in the Office of the Orange County Clerk on September 24, 2013 in Liber 8137, Pages 1702-1703; and

**WHEREAS**, Mr. Forbes, by his attorney, has requested a Satisfaction of the aforementioned Judgments in order to clear title; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh and its further development 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 attached Satisfactions of Judgment.

STATE OF NEW YORK : COUNTY OF ORANGE  
CITY COURT : CITY OF NEWBURGH

-----X  
THE PEOPLE OF THE STATE OF NEW YORK,

**SATISFACTION OF JUDGMENT**  
Docket No.: HC-2013-73

-against-

J & E Evans Corp.

Defendant.

-----X  
WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars (\$500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1702; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: \_\_\_\_\_, 2018  
Newburgh, New York

City of Newburgh

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.: \_\_\_\_\_-2018

STATE OF NEW YORK : COUNTY OF ORANGE  
CITY COURT : CITY OF NEWBURGH

-----X  
THE PEOPLE OF THE STATE OF NEW YORK,

**SATISFACTION OF JUDGMENT**  
Docket No.: HC-2013-74

-against-

J & E Evans Corp.

Defendant.

-----X

WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars (\$500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1703; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: \_\_\_\_\_, 2018  
Newburgh, New York

City of Newburgh

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Per Resolution No.: \_\_\_\_-2018

RESOLUTION NO.: 293-2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT DONATIONS IN SUPPORT OF THE  
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT**

**WHEREAS**, the City of Newburgh held a Back to School Event; and

**WHEREAS**, various businesses, firms and individuals have made 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 Back to School Party in the Park Event.

RESOLUTION NO.: 150 -2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT DONATIONS IN SUPPORT OF THE  
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT**

WHEREAS, the City of Newburgh will be holding a Back to School Event on August 27, 2017; and

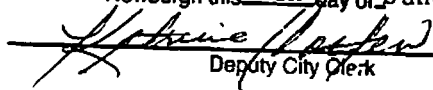
WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this event; and

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 Back to School Party in the Park Event.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held 6/12/17  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 13th day of June, 2017

  
Deputy City Clerk

RESOLUTION NO.: 294 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AMENDING RULES OF ORDER AND PROCEDURE  
FOR THE COUNCIL OF THE CITY OF NEWBURGH  
FOR THE YEAR 2018**

**WHEREAS**, by Resolution No. 25-2018 of January 22, 2018, the City Council of the City of Newburgh adopted for use Rules of Order and Procedure for City Council meetings; and

**WHEREAS**, this Council finds that amending such Rules and Order of Procedure is in the best interests of the City of Newburgh;

**NOW, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby amends the 2018 the Rules of Conduct and Procedure as set forth in the copy attached hereto and made a part of this Resolution; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take at the next Council meeting subsequent to its adoption.

**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.

## **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 shall sign-in with Clerk in writing prior to the beginning of the public comment period by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the public comment period shall be permitted to register upon arrival as long as the Chairperson has not closed the public comment period.

- ~~1.2.~~ The Presiding Officer shall recognize each speaker in the order listed on the sign-in sheet when the public comment period begins. Speakers must be recognized by the presiding officer.
- ~~2.3.~~ Speakers must step to the front of the room.
- ~~3.4.~~ Speakers must give their name, street name without number and organization, if any.
- ~~4.5.~~ 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.
- ~~5.6.~~ Speakers may not yield any remaining time they may have to another speaker.
- ~~6.7.~~ 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.
- ~~7.8.~~ 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.
- ~~8.9.~~ 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.
- ~~9.10.~~ 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.

~~E.D.~~ Before the public comment period begins, the Council may limit the duration of the public comment period.

## **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) ~~(a)~~—Speakers shall sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.

(b) The Presiding Officer shall recognize each speaker, in the order listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.

(c) 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.

(d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(e) 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.

(f) 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.

(g) 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 2 per work session and 15 minutes in length. 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, 10<sup>th</sup> 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)

September 10, 2018 (Rule III(D), Rule VII, Rule IX and Rule X amended)

# 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: Councilman Anthony Grice  
Councilman Jonathan Jacobson  
Councilwoman Karen Mejia  
Councilwoman Ramona Monteverde  
Councilwoman Hillary Rayford  
Councilwoman Patricia Sofokles  
Mayor Torrance Harvey

FROM: Michelle Kelson, Corporation Counsel

RE: Draft amendment to 2018 Council Rules and Order of Procedure  
Limit on work session agenda items  
Public comment sign-in

CC: Michael G. Ciaravino, City Manager

DATE: September 26, 2018

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By Resolution No. 25-2018 of January 22, 2018, the City Council adopted the 2018 Council Rules and Order of Procedure as amended. Following the August 2018 Council meetings, Councilwoman Rayford proposed limiting the number of items on the work session agenda. At the September 6, 2018 work session, proposed amendments to the 2018 Council Rules and Order of Procedure were introduced to implement the proposal. During the September 6, 2018, work session, Mayor Harvey proposed changes to the rules addressing the public comment period to include speaker sign-in and limiting the duration of the public comment period.

Attached for your consideration and review, is a blacklined proposal to incorporate the proposed changes in numerical order as follows:

1. Rule III(D): Proposed amendment precludes adding resolutions, ordinances, and local law to the Regular Meeting agenda if the addition will increase the number of items above the work session limit. This is intended to keep the number of regular meeting agenda items consistent with the number of work session agenda items.



2. Rule VII: Proposed amendment re-institutes the requirement that individuals who wish to speak during public comment sign in with the Clerk in advance of the public comment period. Proposed amendment would provide the Council with the ability to limit the total time for the public comment period before the public comment period begins.
3. Rule IX: Proposed amendment re-institutes the requirement that individuals who wish to speak during the hearing sign in with the Clerk in advance of the public hearing. It is not recommended that the Council limit the duration of the total time for a public hearing because that would be inconsistent with the purpose of conducting a public hearing and may impair the adoption of the underlying resolution, ordinance or local law.
4. Rule X: Proposed amendment provides for a maximum of 20 work session agenda items, including presentations and limits presentations to 15 minutes. The 20 item limit was the consensus of the Council at the September 6, 2018 work session. The proposed amendment includes a priority for items that have a deadline by which Council action is needed in order for those items to be included in the work session agenda before other matters as opposed to a purely first-come, first-served basis for determining the items to be included in the agenda. The amendment also proposes excluding executive session items from the maximum number of work session agenda items because those items tend to be important matters where Council consideration and action cannot often be delayed to the next work session.

The proposed amendments are recommendations and the Council is free to accept, reject or modify as it sees fit.



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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.

## **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.

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- 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.



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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.

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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 shall sign-in with Clerk in writing prior to the beginning of the public comment period by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the public comment period shall be permitted to register upon arrival as long as the Chairperson has not closed the public comment period.

- ~~1.2.~~ The Presiding Officer shall recognize each speaker in the order listed on the sign-in sheet when the public comment period begins. ~~Speakers must be recognized by the presiding officer.~~
- ~~2.3.~~ Speakers must step to the front of the room.
- ~~3.4.~~ Speakers must give their name, street name without number and organization, if any.
- ~~4.5.~~ 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.
- ~~5.6.~~ Speakers may not yield any remaining time they may have to another speaker.
- ~~6.7.~~ 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.
- ~~7.8.~~ 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.
- ~~8.9.~~ 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.
- ~~9.10.~~ 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.

E.D. Before the public comment period begins, the Council may limit the duration of the public comment period.

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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) (a) —Speakers shall sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.
- (b) The Presiding Officer shall recognize each speaker, in the order listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.
- (c) 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.
- (d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.
- (e) 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.
- (f) 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.
- (g) 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 15 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, 10<sup>th</sup> 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)  
September 10, 2018 (Rule III(D), Rule VII, Rule IX and Rule X amended)

LOCAL LAW NO.: 1 - 2018

OF

OCTOBER 9, 2018

**A LOCAL LAW AMENDING SECTION C3.12 ENTITLED “RESIDENCY REQUIREMENTS” OF THE CODE 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 C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

**SECTION 2 - AMENDMENT**

**City Charter Section C3.12 entitled “Residency Requirements” is hereby amended as follows:**

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~.

RESIDENCY - a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration  
Driver's license  
Motor vehicle registration  
Utility bills and receipts  
Deed

~~Strikethrough~~ denote deletions

Underlining denotes additions

Tax bills and receipts  
Contract for sale  
Lease or rental agreement  
Landlord's affidavit  
Insurance policies  
Visual verification

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law ~~January 12, 2015~~ and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

### **SECTION 3 - 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 4 - EFFECTIVE DATE**

This Local Law shall take effect on October 15, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions  
Underlining denotes additions



RESOLUTION NO.: 295 - 2018

OF

OCTOBER 9, 2018

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND CHARLES P. DUFFY, CPA FOR  
PROFESSIONAL CONSULTING SERVICES IN THE AREA  
OF GOVERNMENTAL ADMINISTRATIVE AND FINANCIAL MANAGEMENT**

**WHEREAS**, the City of Newburgh wishes to enter into the attached agreement with Charles P. Duffy, CPA; and

**WHEREAS**, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services; and

**WHEREAS**, the rate for these services is \$90.00 per hour with a minimum of 35 hours per week; and

**WHEREAS**, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Charles P. Duffy, CPA, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of \$90.00 per hour for consulting services in the area of governmental administrative and financial management.



## AGREEMENT FOR VENDOR SERVICES

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of October, 2018, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **CHARLES P. DUFFY, CPA**, a natural person with an address of 22 Boutonville Road, South Salem, NY 10590, hereinafter referred to as “**VENDOR**.”

### ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

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

### ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning October , 2018, and ending on December 31, 2018 or upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

### ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within fourteen (14) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

### ARTICLE 4. EXECUTORY CLAUSE

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

## **ARTICLE 5. PROCUREMENT OF AGREEMENT**

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

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

## **ARTICLE 6. CONFLICT OF INTEREST**

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole

or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

## **ARTICLE 7. INDEPENDENT CONTRACTOR**

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or

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

#### **ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING**

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

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

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

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

#### **ARTICLE 10. BOOKS AND RECORDS**

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

#### **ARTICLE 11. RETENTION OF RECORDS**

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

#### **ARTICLE 12. AUDIT BY THE CITY AND OTHERS**

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

requirements and/or requests have not been satisfactorily met.

#### **ARTICLE 13. INSURANCE**

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

#### **ARTICLE 14. INDEMNIFICATION**

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

#### **ARTICLE 15. PROTECTION OF CITY PROPERTY**

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

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

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

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

#### **ARTICLE 16. CONFIDENTIAL INFORMATION**

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

#### **ARTICLE 17. TERMINATION**

The CITY may, by written notice to VENDOR effective thirty (30) days after mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the

CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City becoming insolvent or bankrupt.

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

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

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

In the event either party terminates this Agreement, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated,

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

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

#### **ARTICLE 18. GENERAL RELEASE**

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

VENDOR arising out of the performance of this Agreement.

#### **ARTICLE 19. SET-OFF RIGHTS**

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

#### **ARTICLE 20. NO ARBITRATION**

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

#### **ARTICLE 21. GOVERNING LAW**

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

#### **ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES**

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

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

#### **ARTICLE 23. ENTIRE AGREEMENT**

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

#### **ARTICLE 24. MODIFICATION**

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES

and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and

conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: \_\_\_\_\_  
Michael G. Ciaravino  
City Manager  
Per Resolution No.

BY: \_\_\_\_\_  
Charles P. Duffy, CPA

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_

## SCHEDULE A

### SCOPE OF SERVICES

I shall be available a minimum of 35 hours per week and will provide the City professional consulting services focused on the following areas:

- Provide assistance to the City Council and the Finance Department staff in preparation of the City's Fiscal Year 2019 budget
- Provide assistance to Finance Department staff in preparation of the financial records required for the independent audit of the City's December 31, 2018 Annual Financial Statements.
- Provide assistance on identifying revenue enhancements and cost reductions that can be implemented during 2019
- Provide assistance in developing a capital plan and budget and establishing capital reserve funds
- Provide oversight, training and instruction to the Finance Department staff in recording financial transactions, establishing appropriate internal controls, and preparing timely budget and financial statements.
- Such other financial services mutually agreed to with the City Manager.



## **SCHEDULE B**

### **FEES**

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of \$90.00 per hour payable within fourteen (14) days after invoices for such services rendered are received by the City.