



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

November 26, 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 meeting of November 13, 2018
5. City Manager Update

Presentations/Presentaciones

6. Public Hearing -- proposed local law to increase sewer rates  
A public hearing will be held on Monday, November 26, 2018 to hear comments on a proposed local law to increase sewer rates to 108% of the customer's annual water bill. (Jason Morris, George Garrison, Charles Duffy and Michelle Kelson)

*Una audiencia pública se llevara a cabo el lunes, 26 de noviembre de 2018 para escuchar comentarios públicos sobre una ley local propuesta para incrementar las tarifas de alcantarillado al 108% de la factura anual de agua del cliente. (Jason Morris, George Garrison, Charles Duffy y Michelle Kelson)*

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

7. Resolution No.347- 2018 Milling Surplus  
Resolution declaring street millings as surplus an authorizing disposition pursuant to the City of Newburgh's Surplus Property Disposition Policy and Procedure. (George Garrison)

*Una resolución declarando las moliendas de la calle como exceso y autorizando disposición de acuerdo con la Póliza y Procedimiento de Disposición de Propiedad en Exceso de la Ciudad de Newburgh. (George Garrison)*

8. Resolution No. 348 - 2018 Change Order No. 3 with METRA Industries

Resolution authorizing the City Manager to execute Change Order No. 3G with Metra Industries to decrease the contract amount by \$1,914.40 and decreasing the total contract amount from \$3,369,469.58 to \$3,367,555.18 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project. (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar Cambio de Orden No. 3G con Industrias METRA para disminuir la cantidad del contrato por \$1,914.40 y disminuir la cantidad total del contrato de \$3,369,469.58 a \$3,367,555.18 en la construcción del Proyecto de Mejoras del Alcantarillado Sanitario de las Calles Liberty y Grand. (Jason Morris)*

9. Resolution No. 349 - 2018 Extension of Time to Rehabilitate 2 Liberty Street

Resolution authorizing a seven month extension of time to rehabilitate premises owned by John Bonhomme known as 2 Liberty Street (Section 46, Block 1 Lot 18) (Ali Church)

*Una resolución autorizando una extensión de tiempo de siete meses para rehabilitar las instalaciones propiedades de John Bonhomme conocidas como la 2 de la Calle Liberty (Sección 46, Bloque 1, Lote 18) (Ali Church)*

10. Resolutions 350, 351 & 352 -2018 Releases of Restrictive Covenants

**A. Resolution No. 350 - 2018**

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Michele A. Williams to the premises known as 156 Lander Street (SBL 18-3-14) (Michelle Kelson)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y derecho de reingreso de una escritura emitida a Michele A. Williams a las instalaciones conocidas como la 156 de la Calle Lander (SBL 18-3-14) (Michelle Kelson)*

**B. Resolution No. 351 -2018**

Resolution authorizing the execution of a Release of Restrictiv Covenants and Right of Re-Entry from a deed issued to SOL Properties LLC to the premises known as 72 Hasbrouck Street (SBL 38-3-61)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y conocidas como la 72 de la Calle Hasbrouck (SBL38-3-61)*

**C. Resolution No. 352 - 2018**

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed Issued to MBC62 LLC to the premises

known as 41 Wisner Ave. (Section 32, Block 1, Lot 8)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de un título emitido a MBC62 LLC a las instalaciones conocidas como la 41 de la Avenida Wisner (SBL 32-1-18)*

11. Resolution No. 353 - 2018 Award Bid for Civil War Monument to E & L Cemetery Services

Resolution awarding a bid and authorizing the City Manager to execute a contract with E & L Cemetery Services, LLC for the restoration of Civil War Memorial located in Downing Park in an amount not to exceed \$28,398.00. (Michelle Kelson)

*Una resolución otorgando una licitación y autorizando al Gerente de la Ciudad a ejecutar un contrato con "E & L Cemetery Services, LLC" para restauración de un Monumento de la Guerra Civil ubicado en el Parque Downing por una cantidad que no exceda \$28,398.00. (Michelle Kelson)*

12. Resolution No. 354 - 2018 City-owned tax-foreclosed property insurance renewal

Resolution authorizing approval of a general liability insurance policy for for the period of November 27, 2018 to November 26, 2019. (Michelle Kelson)

*Una resolución autorizando la aprobación de una póliza de seguro de responsabilidad general para impuestos de propiedades embargadas de la Ciudad por el periodo de 27 de noviembre de 2018 a 26 de noviembre de 2019. (Michelle Kelson)*

13. Resolution No. 355 - 2018 Lead Line Replacement Grant - \$155,000

Resolution amending Resolution No. 7-2018 of January 8, 2018 authorizing the City Manager to accept additional grant funding in the amount of \$155,000.00 for the New York State Department of Health Lead Service Line Replacement Program Grant for total grant funding in an amount not to exceed \$699,745.00. (Michelle Kelson)

*Una resolución enmendando Resolución NO. 7-2018 de 8 de enero de 2018 autorizando la Gerente de la Ciudad para aceptar financiación adicional de la subvención por la cantidad de \$155,000.00 para la subvención del Programa de Reemplazo de línea de servicio de plomo del Departamento de Salud del Estado de Nueva York cuyo financiamiento total de la subvención no excederá la cantidad de \$699,745.00. (Michelle Kelson)*

14. Resolution No. 356 -2018 Armory Unity Center solar installation feasibility study

Resolution authorizing the Newburgh Armory Unity Center, Inc. to undertake a feasibility study for the implementation of a solar installation at the Armory located at 321 South William Street.

*Una resolución autorizando al “Newburgh Armory Unity Center, Inc.” a realizar un estudio de viabilidad para la ejecución de una instalación solar en la Armería ubicada en la 321 de la Calle South William.*

15. Resolution No. 357 -2018 Conservation Advisory Council appointments

Resolution re-appointing Gail Fulton and Alison Filosa and appointing Genie Abrams for two year terms to the Conservation Advisory Council . (Michelle Kelson)

*Una resolución renombrando a Gail Fulton y Alison Filosa y nombrando a Genie Abrams a términos de dos años al Concejo Consultivo de Conservación. (Michelle Kelson)*

16. Resolution No. 358 -2018

Resolutin scheduling a Public Hearing for December 10, 2018 to hear public comment concerning a Local Law amending City Charter Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

17. Resolution No. 359 - 2018

A Resolution authorizing a tolling agreement with National Express Group, PLC in the City of Newburgh's Federal Lawsuit relating to the contaminatin of Washington Lake and the City of Newburgh Water Supply.

18. Resolution No. 360 - 2018

A Resolution to authorize the re-purchase of real property known as 82 Clinton Street (Section 10, Block 1, Lot 20) at private sale to Kevin Anderson and Lisa Ann Anderson.

19. Resolution No. 361 - 2018

A Resolution to authorize the re-purchase of real property known as 23 Monroe Street (Section 14, Block 2, Lot 14) at private sale to Frederic and Theresa Clearwater.

20. Resolution No. 362 -2018

A Resolution to authorize the re-purchase of real property nown as 25 Bridge Street (Section 44, Block 4, Lot 3.2) at private sale to Richard Quiles C/O Accu-Tile, Inc.

21. Resolution No. 363 - 2018

A Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the homestead option of Article 19 of the Real Property Tax Law of the State of New York.

22. Resolution No. 364 - 2018

A Resolution Adopting the Budget for the Fiscal Year 2019.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 343 - 2018

OF

NOVEMBER 13, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 26, 2018  
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW  
AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" TO INCREASE  
SEWER USE RENTS TO 108 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled "Sewer Use Rents" to Increase Sewer Use Rents to 108 Percent of the Customer's Annual Water Bill; 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 26th day of November, 2018, in the 3<sup>rd</sup> Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

I, Lorene Vittek, 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 Nov. 13, 2018  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 14 day of Nov. 20 18

  
City Clerk

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

OF

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

**A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS"  
OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE  
SEWER USE RENTS TO 108 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL**

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 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 108 Percent of the Customer's Annual Water Bill".

**SECTION 2 - AMENDMENT**

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

- (1) The sewer use rent shall be ~~104~~ 108% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

**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.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

#### SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2019 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.

DRAFT

Underlining denotes additions  
~~Strikethrough~~ denotes deletions



<b>METER SIZE</b>	<b>Min Units</b>	<b>WATER</b>	<b>OLD SEWER Rate 104%</b>	<b>4% SEWER INCREASE Rate 108%</b>	<b>TOTAL Water/ Sewer MINIMUM With new rate</b>
5/8" In City	6	36.78	38.28	39.72	\$76.50
Out of City 5/8"	9	82.80	86.11	89.42	172.22
¾"	14	85.82	89.32	92.69	178.51
1"	24	147.12	153.12	158.89	306.01

Currently the sewer rate is 104% of the water rate

RESOLUTION NO.: 347 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION DECLARING STREET MILLINGS AS SURPLUS  
AND AUTHORIZING DISPOSITION PURSUANT TO THE CITY OF NEWBURGH'S  
SURPLUS PROPERTY DISPOSITION POLICY AND PROCEDURE**

**WHEREAS**, the City of Newburgh Department of Public Works has reported that it is in possession of street millings which are of no use by the City of Newburgh; and

**WHEREAS**, the Department of Public Works has requested that the street milling be designated as surplus and sold; and

**WHEREAS**, the City Council has determined that declaring the street millings as surplus is in the best interests of the City of Newburgh; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the street millings identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus street millings in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



## Surplus Tracker



<u>Department</u>	<u>Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Estimated Individual Value</u>	<u>Estimated Value</u>	<u>What would the department like to do with the surplus??</u>	<u>Council Resolution</u>	<u>Possible Revenue? (If so, how much)</u>
DPW	1997 JCB	Backhoe	1	\$ 12,000.00	\$ 12,000.00	auction		\$ 15,000.00
DPW	1977 Mercedes	Unimog	1	\$ 7,000.00	\$ 7,000.00	auction		\$ 10,000.00
DPW	2009 Ditch Witch	FX60 Vac	1	\$ 20,000.00	\$ 20,000.00	auction		\$ 25,000.00
Water	2004 Dodge	pick-up	1	\$ 1,000.00	\$ 1,000.00	auction		\$ 1,500.00
Water	2000 JCB	Backhoe	1	\$ 15,000.00	\$ 15,000.00	auction		\$ 17,000.00
Police	2001 Ford Crown Vic	car	1	\$ 300.00	\$ 300.00	auction		\$ 400.00
Police	2002 Chrysler T/C	van	1	\$ 500.00	\$ 500.00	auction		\$ 700.00
Police	2004 Ford Focus	car	1	\$ 200.00	\$ 200.00	auction		\$ 300.00
Police	2015 Ford Explorer	SUV	1	\$ 2,000.00	\$ 2,000.00	auction		\$ 2,500.00
DPW	Millings	Millings from road repaving projects				sell		

RESOLUTION NO.: 348 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
CHANGE ORDER NO. 3G WITH METRA INDUSTRIES TO DECREASE THE  
CONTRACT AMOUNT BY \$1,914.40 AND DECREASING THE TOTAL CONTRACT  
AMOUNT FROM \$3,369,469.58 TO \$3,367,555.18 IN THE CONSTRUCTION OF  
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

**WHEREAS**, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

**WHEREAS**, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries, for the amount of \$3,248,115.00; and

**WHEREAS**, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

**WHEREAS**, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58; and

**WHEREAS**, further adjustments to the contract require Change Order No. 3G in the amount of \$1,914.40 as a credit to Metra Industries decreasing the current total cost of the contract from \$3,369,469.58 to \$3,367,555.18 is required; and

**WHEREAS**, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 3G in the amount of \$1,914.40 as a credit to the contractor decreasing the total contract price from \$3,369,469.58 to \$3,367,555.18 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.



637 Broadway, Suite 2B  
Newburgh, NY 12550  
(845) 391-8360  
(845) 391-8361 Fax

# LETTER OF TRANSMITTAL

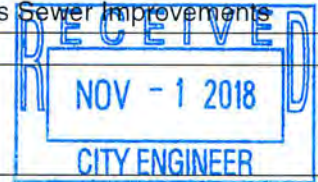
DATE: October 31, 2018 JOB No.: 1352.003.001

PHASE:

ATTENTION: Mr. Jason Morris, P.E., City Engineer

RE: Liberty and Grand Streets Sewer Improvements

To: City of Newburgh  
83 Broadway  
Newburgh, New York 12550



WE ARE SENDING YOU: ☐ Attached ☐ Separate cover VIA: ☐ Hand Delivery ☒ US Mail ☐ Pickup  
☐ Courier: \_\_\_\_\_ airbill # \_\_\_\_\_ Delivery: ☐ Overnight / ☐ 2-day / Other: \_\_\_\_\_

the following Items:

☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications  
☒ Change Order ☐ Letter ☐ Application ☐ Samples ☐ Other \_\_\_\_\_

COPIES	DATE	DESCRIPTION
3	10/31/2018	Change Order 3G

## THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your use ☐ Approved as noted ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return \_\_\_\_\_ corrected plans  
☐ For review and comment ☐ Rejected - Resubmit as Specified ☐ Prints returned after loan to us  
☐ For bids due \_\_\_\_\_ ☐ Other \_\_\_\_\_

## REMARKS:

Jason-

Enclosed you will find three (3) change orders from Metra Industries. Please sign and return everything to me at your earliest convenience.

Please contact our office with any questions.

Thank you,

Barton & Loguidice, D.P.C.

cc:

Printed name: Jonathan M. Amos

Title: Principal Engineering Technician

*If enclosures are not as noted, kindly notify us at once.*

# Change Order

No. 3G

Date of Issuance: 10/16/2018

Effective Date: 10/16/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction		Date of Contract: October 23, 2017
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey		Engineer's Project No.: 1352.005.002

## The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional costs associated with required design changes to avoid unknown existing underground Utilities.

### Attachments (list documents supporting change):

Metra extra work order numbers 14, 16, 17, 18, 19, 20, 22, 23, 24, 26, 27, 29, 33, 34, design change letter, and quantity adjustments.

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,298,115.00

Increase from previously approved Change Orders:

\$71,354.58

Contract Price prior to this Change Order:

\$3,369,469.58

Decrease of this Change Order:

\$1,914.40

Contract Price incorporating this Change Order:

\$3,367,555.18

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase from previously approved Change Orders

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 10/31/18

Approved by Funding Agency (if applicable): Per Res. No. -2018

ACCEPTED:

By: [Signature]  
Owner (Authorized Signature)

Date: Michael G. Ciarravino, City Manager

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 10-19-2018 \*

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

**Liberty and Grand Streets Sewer Improvements Project  
Contract 1 - General Construction**

**Change Order No. 3G**

Item No.	Description	Reason for Change	Unit Quantity	\$/Unit	Total Cost	Adjusted Time (Days)
EW 14	Curbing	Redesign of new storm sewer caused granite curb to be removed.	1 ls	\$65.37		0
EW 16	Remove New Storm Drain	New storm sewer profile conflicted with existing sanitary sewer laterals.	1 ls	\$3,363.23	\$3,363.23	0
EW 17	4" Water Main Break	Contractor assisted city to repair 4" water main	1 ls	\$2,961.59	\$2,961.59	0
EW 18	4" Water Main Break	Contractor assisted city to repair 4" water main	1 ls	\$661.98	\$661.98	0
EW 19	Builders Risk Insurance	Cost to extend insurance certificate for additional time	1 ls	\$2,816.88	\$2,816.88	0
EW 20	Concrete Collar	Concrete collar installed to connect the new HDPE pipe to the existing brick storm pipe.	1 ls	\$8,752.35	\$8,752.35	0
EW 22	Water Main repair	Contractor assisted city to repair 4" water main	1 ls	\$5,972.58	\$5,972.58	0
EW 23	CCTV Acces on Grand	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1 ls	\$3,035.86	\$3,035.86	0
EW 24	CCTV Acces on Grand	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1 ls	\$3,035.86	\$3,035.86	0
EW 26	Remove Trench Box and Plates	Contractor removed the trench box and plates from access for for flushing sewer on Grand street and backfilled hole.	1 ls	\$2,162.14	\$2,162.14	0
EW 27	Emergency Work	Contractor disconnected temporary tie in of existing sewer system to the new storm sewer and reconnected to the new sanitary sewer.	1 ls	\$8,032.62	\$8,032.62	0
DC 2	Design Change	Additional costs resulting from design changes of the sanitary sewer on Liberty Street	1 ls	\$110,407.95	\$110,407.95	0
EW 29	8" Water Main Repair	Contractor assisted city to repair 8" water main	1 ls	\$10,682.12	\$10,682.12	0
EW 33	Manhole 2B Modification	Contractor cut new hole in structure due to design changes	1ls	\$1,809.02	\$1,809.02	
EW 34	Rock Excavation	During excavation of revised profile of sanitary sewer rock had to be removed.	1 ls	\$20,991.42	\$20,991.42	0
Qty's	Bid Item Qty Adjustment	See attached sheet	1ls	-\$186,600.00	-\$186,600.00	
Total This Change Order:					(\$1,914.40)	



**CITY OF NEWBURGH - CONTRACT 1: GENERAL CONSTRUCTION BID#4.17**  
**1352.005.002 - LIBERTY & GRAND STREETS SEWER IMPROVEMENTS PROJECT**  
**METRA INDUSTRIES**

Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
4	6" non pressure	3350	LF	\$100.00	\$ 335,000.00	1900	\$ 190,000.00	-1450	\$ (145,000.00)
5	8" non pressure	1400	LF	\$104.00	\$ 145,600.00	1000	\$ 104,000.00	-400	\$ (41,600.00)
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -
					\$ -		\$ -	0	\$ -

<b>Total Quantity Cost</b>	<b>\$480,600.00</b>	<b>\$ 294,000.00</b>	<b>Total</b>	<b>\$ (186,600.00)</b>
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I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY:

Jonathan Amos  
Construction Manager

DATE: 9/28/2018



RESOLUTION NO.: 349 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING A SEVEN MONTH EXTENSION OF TIME  
TO REHABILITATE PREMISES OWNED BY JOHN BONHOMME KNOWN AS  
2 LIBERTY STREET (SECTION 46, BLOCK 1, LOT 18)**

**WHEREAS**, the City of Newburgh did convey the premises located at 2 Liberty Street, more accurately described as Section 46, Block 1, Lot 18 on the official Tax Map of the City of Newburgh, by deed dated December 11, 2015; and

**WHEREAS**, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about June 11, 2017; and

**WHEREAS**, John Bonhomme, the owner of property located at 2 Liberty Street in the City of Newburgh, was unable to comply with the deadline; and

**WHEREAS**, by Resolution No. 268-2017 of September 25, 2017, this Council authorized a one (1) year extension of time to rehabilitate extension of time to rehabilitate said premises until September 25, 2018; and

**WHEREAS**, John Bonhomme, despite his diligent efforts to complete the rehabilitation of the premises, was unable to comply with the September 25, 2018 deadline, and continues to diligently complete the renovation; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its continued development to grant the requested extension until June 29, 2019;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that John Bonhomme be granted a seven (7) month extension to rehabilitate the premises known as 2 Liberty Street in the City of Newburgh; and

**BE IT FURTHER RESOLVED**; that such rehabilitation must be completed on or before June 29, 2019, that being seven (7) months from the date of this Resolution.

RESOLUTION NO.: 350-2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO MICHELE A. WILLIAMS TO THE PREMISES  
KNOWN AS 156 LANDER STREET (SECTION 18, BLOCK 3, LOT 14)**

**WHEREAS**, on September 1, 2017, the City of Newburgh conveyed property located at 156 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 3, Lot 14, to Michele A. Williams; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, it has been determined that 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 156 Lander Street, Section 18, Block 3, Lot 14 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 September 1, 2017 from THE CITY OF NEWBURGH to MICHELE A. WILLIAMS, recorded in the Orange County Clerk's Office on November 15, 2017, in Liber 14319 of Deeds at Page 160 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.

**RECORD & RETURN TO:** \_\_\_\_\_

RESOLUTION NO.: <sup>351</sup>\_\_\_\_\_ -2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO SOL PROPERTIES, LLC  
TO THE PREMISES KNOWN AS 72 HASBROUCK STREET  
(SECTION 38, BLOCK 3, LOT 61)**

**WHEREAS**, on March 23, 2015, the City of Newburgh conveyed property located at 72 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 61, to SOL Properties, LLC; and

**WHEREAS**, SOL 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 72 Hasbrouck Street, Section 38, Block 3, Lot 61 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 March 23, 2015, from THE CITY OF NEWBURGH to SOL PROPERTIES, LLC, recorded in the Orange County Clerk's Office on April 9, 2015 in Liber 13875 of Deeds at Page 108 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.

\_\_\_\_\_

RESOLUTION NO.: <sup>352</sup>\_\_\_\_\_ -2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO MBC62 LLC TO THE PREMISES KNOWN AS 41  
WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8)**

**WHEREAS**, on December 8, 2017, the City of Newburgh conveyed property located at 41 Wisner Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 32, Block 1, Lot 8, to MBC62 LLC; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, it has been determined that 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 41 Wisner Avenue, Section 32, Block 1, Lot 8 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated December 8, 2017 from THE CITY OF NEWBURGH to MBC62 LLC, recorded in the Orange County Clerk's Office on January 3, 2018, in Liber 14342 of Deeds at Page 887 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.

RECORD & RETURN TO: \_\_\_\_\_

RESOLUTION NO.: 353 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE A CONTRACT WITH E & L CEMETERY SERVICES, LLC FOR THE  
RESTORATION OF THE CIVIL WAR MEMORIAL LOCATED IN DOWNING PARK  
IN AN AMOUNT NOT TO EXCEED \$28,398.00**

**WHEREAS**, in 2015, an early morning motor vehicle accident caused significant damage to the Civil War Memorial erected in 1934 by The Daughters of the Union; and

**WHEREAS**, the City proposes to restore this monument in the same location near the corner of Third Street and Robinson Avenue in Downing Park; and

**WHEREAS**, the City of Newburgh duly advertised for bids in connection with the restoration of the Civil War Memorial located in Downing Park; and

**WHEREAS**, bids have been duly received and opened and E & L Cemetery Services, LLC is the low bidder; and

**WHEREAS**, funding for the project shall be derived from CG.7110.0400.3026.2020 and TE.7110.0448 through a combination of grant funds, insurance recoveries and donations raised by the Downing Park Planning Committee;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for the restoration of the Civil War Memorial located in Downing Park be and it hereby is awarded to E & L Cemetery Services, LLC, for the amount of \$28,398.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount; and

**BE IT FURTHER RESOLVED**, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to accept donations in support of the Civil War Monument Restoration from the Downing Park Planning Committee with appreciation and thanks of the City of Newburgh.



RESOLUTION NO.: 354 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL LIABILITY INSURANCE  
POLICY FOR CITY-OWNED TAX FORECLOSED PROPERTIES FOR THE PERIOD OF  
NOVEMBER 27, 2018 TO NOVEMBER 26, 2019**

**WHEREAS**, the City of Newburgh has maintained general liability insurance coverage for City-owned tax-foreclosed properties since 2010; and

**WHEREAS**, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2018-2019;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning November 27, 2018 through November 26, 2019 with all liability insurance to be provided by Scottsdale Insurance Company; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of November 27, 2018 to November 26, 2019.



Arthur J. Gallagher & Co.

**City of Newburgh**

83 Broadway  
Newburgh, NY 12550  
Michelle Kelson, Corporation Counsel

11/27/18-11/27/19

General Liability Renewal of City Owned  
Vacant Property Policy

**Insurance Proposal**

**Prepared For**

**PRESENTED BY**

**Kevin Barry** Area Vice President  
**Nicole Anstett** Client Service Manager Senior

Arthur J. Gallagher Risk Management Services, Inc.  
2 Westchester Park Drive 3rd Floor  
White Plains, NY 10604  
(914) 696-3700

[www.ajgrms.com](http://www.ajgrms.com)

November, 2018



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## Service Team

**Kevin Barry** has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
<b>Kevin Barry</b> Area Vice President	914-697-6033 914-696-3700	Kevin_Barry@ajg.com	Producer
<b>Nicole Anstett</b> Client Service Manager Sr.	914-697-6066	Nicole_Anstett@ajg.com	Client Service Manager

**Arthur J. Gallagher Risk Management Services, Inc.**  
Main Office Phone Number: (914) 696-3700



## Named Insured

### Named Insured Schedule:

Add / Change / Delete	Named Insured	General Liability
	City of Newburgh	X

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.



## Marketing Summary

We completed a marketing process of this policy which results in an over 10% premium savings to the City of Newburgh.

The expiring premium was \$51,818 and through our efforts in marketing to over 10 carriers (See Marketplace Review on next page) we now recommend placing the renewal with Scottsdale Insurance at a premium of \$45,514.



## Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE
Scottsdale Insurance Company	General Liability	Quote
Burlington Insurance Company	General Liability	Quote
Kinsale Insurance Company	General Liability	Indication \$70,000 Premium
Nationwide Brokerage	General Liability	Declined
Program Brokerage Corporation	General Liability	Declined
AmTrust Group	General Liability	Declined
Philadelphia Indemnity Corporation	General Liability	Declined
Nautilus Insurance Company	General Liability	Declined
James River	General Liability	Declined
Markel	General Liability	Declined
US Liability	General Liability	Declined
Atlantic Casualty	General Liability	Declined
Western World	General Liability	Declined
Ace Westchester	General Liability	Declined



## Program Details

**Coverage:** General Liability  
**Carrier:** Scottsdale Insurance Company  
**Policy Period:** 11/27/2018 to 11/27/2019

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

**Coverage:**

DESCRIPTION	AMOUNT	BASIS
Personal and Advertising Injury	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You	\$100,000	Each Occurrence
Medical Expense	\$5,000	Any One Person
General Aggregate Limit - Location, Project	\$2,000,000	

**Deductibles / Self Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury Liability & Property Damage Liability Combined	\$1,000

**Endorsements include, but are not limited to:**

DESCRIPTION
IL 00 17 11-98 COMMON POLICY CONDITIONS
L 00 21 9-08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
NOTX0178CW 3-16 CLAIM REPORTING
NOTX0423CW 2-15 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE OPS-D-1 1-17 COMMON POLICY DECLARATIONS
UTS-119g 6-14 MINIMUM EARNED CANCELLATION PREMIUM
UTS-9g 5-96 SERVICE OF SUIT CLAUSE
UTS-COVPG 1-16 COVER PAGE
UTS-SP-2 12-95 SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-SP-3 8-96 SCHEDULE OF LOCATIONS
CG 00 01 4-13 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 63 7-11 NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM



**Program Details (Cont.)****Endorsements include, but are not limited to:**

DESCRIPTION
CG 21 04 11-85 EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 5-14 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 44 4-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG 21 44 4-17 LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CG 21 47 12-07 EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 12-04 FUNGI OR BACTERIA EXCLUSION
CG 21 73 1-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CLS-SD-1L 8-01 COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS
CLS-SP-1L 10-93 COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS
GLS-152s 8-16 AMENDMENT TO OTHER INSURANCE CONDITIONS
GLS-289s 11-07 KNOWN INJURY OR DAMAGE EXCLUSION - PERSONAL AND ADVERTISING INJURY
GLS-341s 8-12 HYDRAULIC FRACTURING EXCLUSION
GLS-457s 10-14 AIRCRAFT EXCLUSION
GLS-47s 10-07 MINIMUM AND ADVANCE PREMIUM ENDORSEMENT
GLS-74s 9-05 AMENDMENT OF CONDITIONS
GLS-94s 6-15 BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY LIABILITY DEDUCTIBLE ENDORSEMENT
UTS-266g 5-98 ASBESTOS EXCLUSION
UTS-267g 5-98 LEAD CONTAMINATION EXCLUSION
UTS-365s 2-09 AMENDMENT OF NONPAYMENT CANCELLATION CONDITION
UTS-428g 11-12 PREMIUM AUDIT ENDORSEMENT
UTS-74g 8-95 PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-85g 2-98 ANIMAL EXCLUSION
CG 21 49 9-99 TOTAL POLLUTION EXCLUSION ENDORSEMENT
GLS-100s 6-13 EXCLUSION-CONTRACTORS AND SUBCONTRACTORS
GLS-328s 5-11 ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION
GLS-282s 7-16 Multi-Unit Habitational Conversion Exclusion

**Exclusions include, but are not limited to:**

DESCRIPTION
Nuclear Energy Liability
Unemployment-Related Practices
Fungi or Bacteria

**Program Details (Cont.)**

Exclusions include, but are not limited to:

DESCRIPTION
Certified Acts of Terrorism
Hydraulic Fracturing
Unknown Injury or Damage - Personal and Advertising Injury
Aircraft
Asbestos
Lead Contamination
Animal
Total Pollution
Contractors and Subcontractors
Absolute Employee and Worker Injury and Liability

**Subject to following terms and conditions:**

Quote subject to all vacant buildings must be fully secured to prevent unauthorized access, must not be condemned or scheduled for demolition. Quote does not contemplate any construction, renovation or development at any of the properties. Dwellings must not be occupied by: student, sorority or fraternity occupants assisted living/residential care facilities, convalescent/nursing homes. Quote contemplates that locations scheduled as warehouses, on schedule of locations on file, are vacant buildings with nothing being stored. Request to add locations must be received for review prior to the requested effective date. Quote subject to satisfactory inspection.

Confirmation that the recs at location, 109 S. William St, have been completed PRIOR TO BINDING. If this location is to be developed during our policy term, this location must come off of the schedule and be written elsewhere.

<b>Premium</b>	<b>\$41,323.00</b>
<b>Taxes</b>	
Surplus Lines Tax	\$1,494.83
Stamping Fee	\$70.59
<b>Total Taxes</b>	<b>\$1,565.42</b>
<b>Fees</b>	
Inspection Fee	\$400.00
RPS -Fee	\$150.00
<b>Total Fees</b>	<b>\$550.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$43,638.42</b>
Minimum Earned Premium -	<b>25.00 %</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$2,076.00</b>
<b>Subject to Audit: Not Auditable</b>	

**Program Details (Cont.)**

**Coverage:** General Liability  
**Carrier:** Burlington Insurance Company  
**Policy Period:** 11/27/2018 to 11/27/2019

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable

**Coverage:**

DESCRIPTION	AMOUNT	BASIS
Each Occurrence Limit	\$1,000,000	
General Aggregate Limit - Location, Project	\$2,000,000	
Abuse/Molestation	\$100,000 \$300,000	Each Occurrence Aggregate

**Deductibles / Self Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	Bodily Injury Liability & Property Damage Liability Combined	\$2,500

**Endorsements include, but are not limited to:**

DESCRIPTION
BG-G-119 03 17 Definition – Employee
BG-G-446-ST 03 17 Amendment-Insuring Agreement
CG 00 01 04 13 General Liability Coverage Form
CG 21 44 07 89 Designated Premises or Project
CG 24 26 04 1113 Amend Contract Definition
IFG-G-002-DL 05 32 General Liability Declarations
IFG-G-0052 03 17 Deductible Liability Insurance
IFG-G-0097 03 17 NY Changes – Legal Action against us
IFG-G-0152 03 17 Intercompany Sales
IFG-I-0101 03 18 Common Policy Declarations
IFG-I-0150 03 03 Listing of Forms and Endorsements
IFG-I-0402 11 00 Minimum Earned Premium
IFG-I0402 11 00 Service of Suit Amendment



## Program Details (Cont.)

**Endorsements include, but are not limited to:**

DESCRIPTION
IL 00 17 11 98 Common Policy Conditions
ILP 001 01 04 U.S. Treasury Departments "OFAC" Advisory Policyholders
CG 21 44 07 98 – Premises; Each location Scheduled on the Declarations

**Exclusions include, but are not limited to:**

DESCRIPTION
Lead Substance
Punitive Damages
Asbestos, Silica
Assault-Battery
Pools and Beaches
Medical Payments
Personal & Advertising
Designated Premises or Project
Damage to Premises
Employment Practices
Fungi or Bacteria
Aircraft Products & Grounding
Intellectual Properties
Liquor Liability
Professional Liability
Independent Contracts

**Subject to following terms and conditions:**

Future Plans for Vacant Buildings  
Signed Acord Form  
Buildings must be added and deleted during the policy period

**Program Details (Cont.)**

<b>Premium</b>	<b>\$45,000.00</b>
<b>Taxes</b>	
Surplus Lines Tax	\$1,620.00
Stamping Fee	\$76.50
<b>Total Taxes</b>	<b>\$1,696.50</b>
<b>Fees</b>	
RPS -Fee	\$150.00
<b>Total Fees</b>	<b>\$150.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$46,846.50</b>
Minimum Earned Premium -	25.00 %
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$2,334.83</b>

**Subject to Audit: Auditable**



## Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
<b>General Liability</b>	Premium	Nautilus Insurance Company	\$49,314.00	Scottsdale Insurance Company	\$41,323.00
	Taxes		\$1,779.80		\$1,565.42
	Total Fees		\$600.00		\$550.00
	TRIA Premium		\$125.00		\$2,076.00
	Annualized Cost		<b>\$51,818.80</b>		<b>\$45,514.42</b>
<b>Total Estimated Program Cost</b>			<b>\$51,818.80</b>		<b>\$45,514.42</b>

All Quotes are valid until **11/27/2018**

**Optional Quotes:**

**Burlington Insurance Company – Premium \$45,000 + Taxes and Fees Total Premium \$46,746.50**

Gallagher is responsible for the placement of the following lines of coverage:

**General Liability**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



## Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

### What is Premium Financing?

Premium financing is a short term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

### Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

### Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.



## Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Scottsdale Insurance Company (Nationwide Mutual Insurance Company)	General Liability	Payable within 20 days of binding	Agency Bill
Burlington Insurance Company (International Financial Group Inc.)	General Liability	Payable within 20 days of binding	Agency Bill





## Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

**IMPORTANT:** The proposal, and any executive summaries included with or supplementing the proposal outlines certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

### Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, “We are an Open Society,” and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as “supplemental commissions” are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client’s account, the facility may earn and retain customary brokerage commission or fees for its work.
5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements



## Proposal Disclosures (Cont.)

from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

AJG Chief Compliance Officer  
Arthur J. Gallagher & Co.  
2850 Golf Rd., 8th Floor  
Rolling Meadows, IL 60008

### **TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

### **Actuarial Disclaimer**

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.



## Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Scottsdale Insurance Company	A+XV	Non-Admitted
Burlington Insurance Company	A-IX	Non-Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

\*The above A.M. Best Rating was verified on the date the proposal document was created.

### Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)			
A++, A+	Superior	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
A, A-	Excellent	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B++, B+	Good	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
B, B-	Fair	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C++, C+	Marginal	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
C, C-	Weak	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
D	Poor	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
E	Under Regulatory Supervision	FSC VIII	100,000 to 250,000		
F	In Liquidation				
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



## Insurance Company Ratings and Admitted Status (Cont.)

BEST'S FINANCIAL STRENGTH RATING GUIDE - (FSR)			
A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.			
Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".			
FSR Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.		
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.		
Rating Disclosure - Use and Limitations			
A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS.			
BCRs are distributed via the AMBRS website at <a href="http://www.ambest.com">www.ambest.com</a> . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.			
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Version 090116			

Version 090116



Arthur J. Gallagher Risk Management Services  
2 Westchester Park Drive  
White Plains, NY 10604

**NOTICE OF EXCESS LINE PLACEMENT**

**Date: 11/27/18**

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

Consistent with the requirements of the New York Insurance Law and Regulation 41 City of Newburgh is hereby advised that all or a portion of the required coverages have been placed by Arthur J. Gallagher Risk Management Services, Inc. with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

**TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)**

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges<sup>(1)</sup> and a service fee that includes taxes, stamping fees, and (if indicated) a fee<sup>(1)</sup> for compensation in addition to commissions received, and other expenses<sup>(1)</sup>.

I further understand and agree that all fees, inspection charges and other expenses denoted by<sup>(1)</sup> are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBA

Insurer Scottsdale Insurance Company

Policy Premium	\$41,523.00
<b><u>Insurer Imposed Charges:</u></b>	
Policy Fees <sup>(1)</sup>	\$
Inspection Fees <sup>(1)</sup>	\$
Total Taxable Charges	\$
<b>Service Fee Charges:</b>	
Excess Line Tax (3.60%)	\$1,494.83
Stamping Fee	\$70.59
Broker Fee <sup>(1)</sup>	\$400.00
Inspection Fee <sup>(1)</sup>	\$150.00
Other Expenses (specify) <sup>(1)</sup>	\$
Total Policy Cost	\$ <u><u>43,638.42</u></u>

\_\_\_\_\_  
(Signature of Insured)

<sup>(1)</sup> = Fully earned



Arthur J. Gallagher Risk Management Services  
2 Westchester Park Drive  
White Plains, NY 10604

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- a) A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- b) NO diligent effort was required because i) the coverage qualifies as an "Export List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Financial Services pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

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I further understand and agree that all fees, inspection charges and other expenses denoted by<sup>(1)</sup> are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No. TBA

Insurer Burlington Insurance Company

Policy Premium	\$45,000.00
<b><u>Insurer Imposed Charges:</u></b>	
Policy Fees <sup>(1)</sup>	\$
Inspection Fees <sup>(1)</sup>	\$
Total Taxable Charges	\$
 Service Fee Charges:	
Excess Line Tax (3.60%)	\$1,620.00
Stamping Fee	\$76.50
Broker Fee <sup>(1)</sup>	\$
Inspection Fee <sup>(1)</sup>	\$150.00
Other Expenses (specify) <sup>(1)</sup> _____	\$
Total Policy Cost	<b><u>\$ 46,845.50</u></b>

\_\_\_\_\_  
(Signature of Insured)

<sup>(1)</sup> = Fully earned



## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 11/ /2018, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	General Liability TRIA Coverage	Scottsdale Insurance Company (Nationwide Mutual Insurance Company)
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Accept <input type="checkbox"/> Reject	General Liability TRIA Coverage	Burlington Insurance Company (International Financial Group Inc.)

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

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### Producer/ Insured Coverage Amendments and Notes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By:

\_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Date:

\_\_\_\_\_





## Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Newburgh

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM <sup>1</sup>	COMM.% OR FEE <sup>2</sup>	WHOLESALE, MGA OR INTERMEDIARY		
				NAME <sup>3</sup>	COMM.% OR FEE <sup>4</sup>	AJG OWNED? YES/NO
GL TRIA	Scottsdale Insurance Company	\$41,323 \$2,076	10 %	Risk Placement Services	10 % + \$150.00	Yes
GL TRIA	Burlington Insurance Company	\$45,000 \$2,250	10%	Risk Placement Services	10 % + \$150.00	Yes

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Compensation Disclosure](#) or contact your Gallagher representative for additional information.

1 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

4 \* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.



## Claims Reporting by Policy

### **Direct Reporting - All Claims to be reported IMMEDIATELY:**

Arthur J. Gallagher & Co.  
220 Lake Drive East, Suite 210  
Cherry Hill, NJ 08001  
ATTT: Claims Service Manager  
[northeastregion.bds.claimsreporting@ajg.com](mailto:northeastregion.bds.claimsreporting@ajg.com)  
800-770-0001  
After Hours Emergency 877-458-0288

RESOLUTION NO.: 355 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AMENDING RESOLUTION NO. 7-2018 OF JANUARY 8, 2018  
AUTHORIZING THE CITY MANAGER TO ACCEPT ADDITIONAL GRANT FUNDING  
IN THE AMOUNT OF \$155,000.00 FOR THE NEW YORK STATE DEPARTMENT OF  
HEALTH LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT  
FOR TOTAL GRANT FUNDING IN AN AMOUNT NOT TO EXCEED \$699,745.00**

**WHEREAS**, by Resolution No. 7-2018 of January 8, 2018, the City Council authorized the City Manager to accept a New York State Department of Health Lead Service Line Replacement Program (NYSDOH LSLRP) Grant in an amount not to exceed \$544,745.00 requiring no City match; and

**WHEREAS**, the City of Newburgh has been notified by the NYSDOH that an additional \$155,000.00 has been awarded to complete additional lines for homeowners; and

**WHEREAS**, this Council has determined that accepting such additional funds is in the best interests of the City of Newburgh and its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept such additional grant funding in the amount of \$155,000.00 from the New York State Department of Health Lead Service Line Replacement Program for a total grant amount of \$699,745.00 requiring no City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: <sup>356</sup>\_\_\_\_\_ - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION AUTHORIZING THE NEWBURGH ARMORY UNITY CENTER, INC.  
TO UNDERTAKE A FEASIBILITY STUDY FOR  
THE IMPLEMENTATION OF A SOLAR INSTALLATION  
AT THE ARMORY LOCATED AT 321 SOUTH WILLIAM STREET**

**WHEREAS**, by Resolution No. 146-2011 of July 11, 2011, the City Council of the City of Newburgh determined that the Newburgh Armory Unity Center, Inc. ("NAUC") was the most capable entity to provide management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh and authorized the City Manager to execute a Management Agreement with the NAUC; and

**WHEREAS**, the Management Agreement authorizes the NAUC to make alterations or improvements to the Armory which do not exceed Ten Thousand (\$10,000) Dollars in costs; and

**WHEREAS**, the NAUC proposes to undertake a feasibility study for the implementation of a solar installation on the Armory property to save money, become more energy efficient, and to serve as a model for emergent and innovative solar technologies and applications which are either currently, or soon to be, available; and

**WHEREAS**, the NAUC is an ideal facility for a demonstration solar installation because it has the opportunity to seek unique and innovative sources of funding which are not dependent on the taxpayer; and

**WHEREAS**, the City recognizes the enormous beneficial impact that the Newburgh Armory has had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

**WHEREAS**, the City wishes to ensure the continued success of the Newburgh Armory for future generations by supporting and authorizing the NAUC's solar installation feasibility study project at no cost to the City; the same being in the best interests of the City of Newburgh and its citizens;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Newburgh Armory Unity Center, Inc. be and hereby is authorized to undertake a feasibility study for the implementation of a solar installation on the Armory property; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute all such further documentation and take such further actions as may be appropriate and necessary for the successful completion of the solar installation feasibility study at the Newburgh Armory Unity Center, Inc.

RESOLUTION NO.: 357-2018

OF

NOVEMBER 26, 2018

**A RESOLUTION RE-APPOINTING GAIL FULTON AND ALISON FILOSA  
AND APPOINTING GENIE ABRAMS  
FOR TWO YEAR TERMS TO THE CONSERVATION ADVISORY COUNCIL**

**WHEREAS**, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

**WHEREAS**, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

**WHEREAS**, the terms of Deborah Dresser, Gail Fulton and Alison Filosa expire on November 30, 2018 and Ms. Fulton and Ms. Filosa wish to continue to serve new two-year terms and Genie Abrams has submitted a letter of interest to serve as a Member of the Conservation Advisory Council to replace Rev. Dresser who does not seek reappointment; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Gail Fulton and Alison Filosa are hereby re-appointed and Genie Abrams is hereby appointed to the Conservation Advisory Council each for a two (2) year term commencing December 1, 2018 and ending on November 30, 2020.

RESOLUTION NO.: <sup>358</sup>\_\_\_\_\_ - 2018

OF

NOVEMBER 26, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING  
FOR DECEMBER 10, 2018 TO HEAR PUBLIC COMMENT  
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12  
ENTITLED "RESIDENCY REQUIREMENTS"  
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 10<sup>th</sup> day of December, 2018, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

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

OF

\_\_\_\_\_, 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.<sup>1</sup> 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

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<sup>1</sup> Local Law No. 3-2018 provided for an effective date of October 15, 2018.

~~Strikethrough~~ denote deletions

Underlining denotes additions

City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City 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 and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

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 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

~~Strikethrough~~ denote deletions  
Underlining denotes additions



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

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in the provisions of Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:
  - a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
  - b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
  - c. By the City Court for the City Marshal and Acting City Marshal.
2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

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 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).

~~Strikethrough~~ denote deletions  
Underlining denotes additions

### 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 immediately 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

# 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  
Michael G. Ciaravino, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Revised Proposed Amendment to Local Law No. 1-2015  
Residency Requirement for Municipal Officers

DATE: August 27, 2018

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As you are aware, by Local Law No. 1-2015 of January 12, 2015, the City Council adopted a residency requirement for the Municipal Officers listed in City Charter Section C3.00(B) and (C). The residency requirement was imposed prospectively for all municipal officers initially appointed on or after January 13, 2017. At the July 6, 2017 work session, concerns were raised about the goals, objectives and application of Local Law No. 1-2015, and it was requested that further discussion of this topic be placed on the August 10, 2017 work session agenda. The concerns appeared to focus on balancing the idea of fostering more engaged and committed municipal officers through City residency and recruiting, retaining and promoting the best qualified candidates for municipal officer positions. Summarizing the concerns raised about Local Law No. 1-2015 at the July 6, 2017 work session:

1. Application to individuals who were City employees on or before the date of adoption but who were not municipal officers. Local Law No. 1-2015 requires individuals who were City employees but who were not City residents on or before effective date of the local law to become City residents in order to be considered for a subsequent appointment to a municipal officer position. This has been perceived to have a negative effect on the opportunities for individuals who were employed by the City who want to be promoted to more senior positions but did not contemplate City residency because it was not required at the time the individual commenced employment with the City. Additionally, Local Law

No. 1-2015 provided an exception from the residency requirement for the individuals holding municipal officer positions at the time of adoption but some of those incumbents had less time in service to the City than other employees who are subject to the residency requirement and who want to be considered for promotion.

2. The potential to limit or negatively impact recruitment for the most senior City positions.

In August of 2017, I prepared a draft amendment to Local Law No. 1-2015 containing options to address these concerns which were presented to Council in August 2017 and after public hearing in September 2017, no further action was taken.

The draft amendment to Local Law No. 1-2015 was submitted to Council again at the August 9, 2018 work session. The proposed amendment would apply the exception to the residency requirement to all individuals who are employed by the City on the effective date of a local law containing such amendment. It would treat incumbent employees the same as the incumbent municipal officers. If a current employee was eligible for an appointment to a municipal officer position on a promotional basis and the employee was not a City resident, the employee would not be required to become a City resident by accepting the promotional appointment.

Previously the proposed amendment included the possibility of a partial or full waiver of the residency requirement on a case by case basis where sufficient evidence is submitted and establishes that the municipal officer position cannot be filled with a qualified City resident or a qualified nonresident who is willing to become a City resident. The proposed amendments to waiver provisions were not well-received at the August 9, 2018 work session and the have been removed from the proposed draft amendment.

Please be reminded that no further and additional revisions or amendments to Local Law No. 1-2015 are or were needed to address the residency for the position of Fire Chief because Local Law No. 1-2015 could not and did not override the residency requirement as set forth in POL Section 3(4) because it is not a general law of the State but rather a special law of the State that cannot be superseded by a local law.

If the Council wants to proceed with the revised amendment as now proposed, the next step is to schedule a public hearing by adopting a resolution scheduling such public hearing at the September 10, 2018 Council meeting. The public hearing would be held at a future Council meeting, which could be as early as September 24, 2018.



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MICHELLE KELSON  
Corporation Counsel

MK/bhs  
Attachment

LOCAL LAW NO.: 3 - 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

I, Lorene Vitak, City Clerk of the City of Newburgh,  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held October 12, 2018  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 10th day of Oct. 20 18

Lorene Vitak  
City Clerk

RESOLUTION NO.: <sup>359</sup>\_\_\_\_\_ - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION AUTHORIZING A TOLLING AGREEMENT WITH  
NATIONAL EXPRESS GROUP, PLC IN THE CITY OF NEWBURGH'S  
FEDERAL LAWSUIT RELATING TO THE CONTAMINATION OF  
WASHINGTON LAKE AND THE CITY OF NEWBURGH WATER SUPPLY

WHEREAS, it has been determined that the source of the per- and polyfluoralkyl substances ("PFAS") contamination in the City of Newburgh's former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh NY; and

WHEREAS, by Resolution No. 307-2017 of October 23, 2017, the Council of the City of Newburgh, New York, authorized litigation against any and all potentially responsible parties in connection with the contamination of Washington Lake and the City of Newburgh Water Supply; and

WHEREAS, on August 6, 2018, the City of Newburgh filed suit in federal court against 23 defendants, including National Express Group, PLC ("NEG"), seeking to halt and remediate the on-going contamination of the City's water supply by PFAS substances originating from the New York State Air National Guard Base and Stewart Airport (the "Action"); and

WHEREAS, NEG disputes any liability to the City relating to the City's claims of contamination of its public water supply and for which it seeks, *inter alia*, damages, cost recovery, and injunctive relief (collectively, the "Tolled Claims"); further asserts that it is not subject to the jurisdiction of any United States Court; and represents to the City that it did not participate in or conduct operations on the Airport or Base properties, although it was the parent company and sole shareholder of SWF Airport Acquisition, Inc.; and

WHEREAS, before any discovery has been conducted, the City desires to avoid the inconvenience and cost of serving process on NEG in the United Kingdom and both parties wish to avoid the time and expense of engaging in motion practice concerning the claims against NEG in the Action and/or NEG's amenability to suit in the United States by entering into a Tolling Agreement to facilitate the dismissal of NEG from the Action, without prejudice; and

WHEREAS, this Council now determines that entering into the proposed Tolling 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's special counsel be and is hereby authorized to execute the Tolling Agreement to facilitate the dismissal of NEG from the City's federal complaint, without prejudice, and to defer any litigation concerning the Tolled Claims against NEG, without thereby altering the claims or defenses available to any party hereto, except as specifically provided in said Tolling Agreement.



## TOLLING AGREEMENT

This Tolling Agreement is entered into on this \_\_\_\_ day of November, 2018 by and between the City of Newburgh ("City") and National Express Group, PLC ("NEG").

**WHEREAS**, the City has asserted claims against NEG in an action entitled *City of Newburgh v. United States of America*, et al, S.D.N.Y., 7:18-cv-07057 (KMK) (hereinafter the "Action"), pursuant to, *inter alia*, the Resource Conservation Recovery Act ("RCRA"), 42 U.S.C. §6972, the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9607(a) and various New York State common law causes of action (including negligence, strict liability for abnormally dangerous activities, public nuisance, trespass, equitable and implied indemnification, and restitution) relating to the alleged disposal of alleged hazardous waste materials and/or substances, including per- and polyfluoralkyl substances ("PFAS"), at New York Stewart International Airport ("Airport") and Stewart Air National Guard Base ("Base"), which the City claims has caused or resulted in the contamination of its public water supply and for which it seeks, *inter alia*, damages, cost recovery, and injunctive relief (collectively, the "Tolled Claims").

**WHEREAS**, NEG disputes that it has any liability to the City relating to the Tolled Claims and further asserts that it is not subject to the jurisdiction of any Court in the United States;

**WHEREAS**, NEG represents to the City, although the City reserves the right to dispute that representation, that NEG did not participate in or conduct operations on the Airport or Base properties, although it was identified as the parent company and sole shareholder of SWF Airport Acquisition, Inc. in the Airport lease;

**WHEREAS**, at this juncture in the Action, before any discovery has been conducted, the City desires to avoid the inconvenience and cost of serving process on NEG in the United Kingdom and both parties wish to avoid the time and expense of engaging in motion practice concerning the claims against NEG in the Action and/or NEG's amenability to suit in the United States;

**WHEREAS**, the City and NEG enter into this Tolling Agreement to facilitate the dismissal of NEG from the Action, without prejudice, and to defer any litigation concerning the Tolled Claims against NEG, without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein.

**NOW, THEREFORE**, the parties hereto, in consideration of the covenants set out herein, agree as follows:

1. In reliance upon this Tolling Agreement, the City agrees to voluntarily dismiss its claims against NEG in the Action, without prejudice, in accordance with Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure.

2. The period between August 6, 2018, which represents the filing date of the Action against NEG, and November 30, 2020 (the "Tolling Period") shall not be included in computing

the running of any statute of limitations potentially applicable to any potential future action brought by the City against NEG for the Tolloed Claims.

3. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolloed Claims.

4. In any potential future action involving the Tolloed Claims, NEG shall not assert, plead, or raise against the City in any fashion, whether by answer, motion or otherwise, any defense of statute of limitations, laches, estoppel, waiver or other similar equitable defense based on the running of any statute of limitations that includes the passage of time during the Tolling Period. Nothing herein shall preclude NEG from asserting, pleading or raising the above defenses based on the running of time prior to the filing of the Action on August 6, 2018 and/or the running of time after the November 30, 2020 termination date of this Tolling Agreement.

5. This Tolling Agreement does not constitute an admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Tolling Agreement. This Tolling Agreement does not constitute an admission or acknowledgment on the part of NEG that the City possesses a claim(s) against it, nor does this Tolling Agreement constitute an admission or acknowledgment on the part of the City that any statute of limitations, or defense concerning the timeliness of commencing a civil action, is applicable to the Tolloed Claims. The City reserves the right to assert that no statute of limitations applies to any of the Tolloed Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. NEG reserves all rights and defenses which it may have to contest or defend any claim or action the City may assert or initiate against NEG with respect to the Tolloed Claims, including (without limitation) the right to assert that the statute of limitations applies to any of the Tolloed Claims or to assert any other defense based upon the timeliness of commencing a civil action except as specifically set forth in this Tolling Agreement.

6. This Tolling Agreement may not be modified except in a writing signed by all of the parties. This Tolling Agreement may be extended for such period of time as the parties mutually agree to in writing.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the City in any potential future complaint against NEG or the date on which the City may file or amend a complaint, except as expressly stated herein. This Tolling Agreement does not limit in any way the nature or scope of any defenses that could be asserted by NEG except as specifically set forth herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties or defenses thereto.

9. The City and NEG shall each preserve and maintain, during the pendency of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Tolloed Claims, regardless of any corporate or other document retention policy to the contrary or potential claim of privilege regarding any document.

10. This Tolling Agreement contains the entire agreement between the parties, and no statement, promise, or inducement made by any party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. To wit, the City Council of the City resolved to enter into this Tolling Agreement on the \_\_\_\_th day of November, 2018, as set forth in Resolution \_\_\_\_ of 2018.

12. This Tolling Agreement is effective upon execution by the parties, without the requirement of filing with the Court, and may be signed in counterparts.

13. The terms, meaning and legal effect of the Tolling Agreement shall be interpreted under the laws of the State of New York.

**AGREED AND ACCEPTED:**

**City of Newburgh**

**National Express Group, PLC**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**KNAUF SHAW LLP**

*Attorneys for Plaintiff*

Alan J. Knauf, Esq. and

Amy K. Kendall, Esq. of Counsel

1400 Crossroads Building

2 State Street

Rochester, New York 14614

585-546-8430

\_\_\_\_\_  
**YOUNG/SOMMER LLC**

*Attorneys for Defendant NEG*

Dean S. Sommer, Esq. and

Kristin Carter Rowe, Esq.

5 Palisades Drive, Suite 300

Albany, New York 12205

518-438-9907

RESOLUTION NO.: 360 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY  
KNOWN AS 82 CLINTON STREET (SECTION 10, BLOCK 1, LOT 20)  
AT PRIVATE SALE TO KEVIN ANDERSON AND LISA ANN ANDERSON**

**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**, Kevin and Lisa Ann Anderson, former owners of 82 Clinton Street, being more accurately described as Section 10, Block 1, Lot 20 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

**WHEREAS**, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 82 Clinton Street, Section 10, Block 1, Lot 20, to Kevin and Lisa Ann Anderson be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$46,336.05 no later than December 31, 2018; and

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

RESOLUTION NO.: 361 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY  
KNOWN AS 23 MONROE STREET (SECTION 14, BLOCK 2, LOT 14)  
AT PRIVATE SALE TO FREDERIC AND THERESA CLEARWATER**

**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**, Frederic and Theresa Clearwater, former owners of 23 Monroe Street, being more accurately described as Section 14, Block 2, Lot 14 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

**WHEREAS**, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of 23 Monroe Street, Section 14, Block 2, Lot 14, to Frederic and Theresa Clearwater be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$2,814.05 no later than December 31, 2018; and

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

RESOLUTION NO.: 362 - 2018

OF

NOVEMBER 26, 2018

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY  
KNOWN AS 25 BRIDGE STREET (SECTION 44, BLOCK 4, LOT 3.2)  
AT PRIVATE SALE TO RICHARD QUILES C/O ACCU-TILE, INC.**

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, by his attorney, Richard Quiles, former owner of 25 Bridge Street, being more accurately described as Section 44, Block 4, Lot 3.2 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 25 Bridge Street, Section 44, Block 4, Lot 3.2, to Richard Quiles c/o Accu-Tile, Inc. be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$52,463.37 no later than December 31, 2018; and

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

RESOLUTION NO.: 363 -2018

OF

NOVEMBER 26, 2018

A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT  
PERCENTAGES, CURRENT BASE PROPORTIONS AND  
ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD  
OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF  
THE STATE OF NEW YORK

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

## Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.  
See Subsection 1903-4(c) of the Real Property Tax Law

**City of Newburgh**

**2018**

**STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class**

Current Percentage for Homestead Class

(Part I of form RP-6701)

57.90316

Adjusted Base Proportion for Homestead Class

(column R of form RP-6703)

-

49.71581

Difference

8.18734

**STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.**

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		<u>Homestead</u>	<u>NonHomestead</u>
			49.71581	50.28419
10%	0.81873		50.53455	49.46545
20%	1.63747		51.35328	48.64672
25%	2.04684		51.76265	48.23735
30%	2.45620		52.17202	47.82798
40%	3.27494		52.99075	47.00925
50%	4.09367		53.80948	46.19052
60%	4.91241		54.62822	45.37178
70%	5.73114		55.44695	44.55305
75%	6.14051		55.85632	44.14368
80%	6.54987		56.26569	43.73431
90%	7.36861		57.08442	42.91558
100%	8.18734		57.90316	42.09684



CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL  
FOR THE 2018 ASSESSMENT ROLL

\* Approved Assessing Unit City of Newburgh, 331100  
 \* Name of Portion City of Newburgh, 331100  
 \* Reference Roll 2017  
 \* Levy Roll 2018

## CERTIFICATION

\* Section I DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTIFICATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

	(A) Total Assessed Value on the Reference Roll Excluding roll section 5	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes	(E) Surviving Total Assessed Value on the Reference Roll
Class				(B-C)	(A-C)
Homestead	533,201,570	2,659,575	579,900	2,082,675	532,624,670
Nonhomestead	339,461,985	955,000	950,300	4,700	339,511,895

	(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll	(H) Net Equalization Changes	(I) Change in Level of Assessment Factor	
Class			(F-G)	(H/E)+1	
Homestead	14,689,200	1,973,400	12,915,800	1.02425	0.9336
Nonhomestead	5,247,872	3,041,205	2,208,767	1.00852	1.0005

I, the clerk of the legislative body of the approved  
 assessing unit identified above, hereby certify  
 that the legislative body determined on \_\_\_\_\_  
 base percentages, current percentages, and  
 current base proportions as set forth herein for the  
 assessment roll and portion as identified above.

## COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

	(J) Taxable Assessed Value on the Levy Roll Excluding roll section 5	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (J/I)	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment (K+L)	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor
Class						(M/N)
Homestead	528,882,526	510,361,107	0	516,361,107	513,557,410	1.00546
Nonhomestead	334,080,191	331,922,380	45,502,370	377,424,750	373,387,317	1.01087

signature

title

## COMPUTATION OF ADJUSTED BASE PROPORTIONS

	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions
Class			(Q/sum of Q)
Homestead	49.84991	50.12206	49.71581
Nonhomestead	50.15009	50.69508	50.28419
Total	100.00000	100.81714	100.00000

CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND  
CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE  
LEVY OF TAXES ON THE 2018 ASSESSMENT ROLL

Approved Assessing Unit City of Newburgh, 331100  
Name of Portion City of Newburgh, 331100

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

Section I	(A) 1991 Taxable Assessed Value	(B) 1991 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages (C/sum of C)
Class				
Homestead	179,193,709	41.24	434,514,328	64.7177
Nonhomestead	111,241,235	46.96	236,885,083	35.2823
Total	290,434,944		671,399,411	100.0000

DETERMINATION OF CURRENT PERCENTAGES

Section II	(E) Prior Year Taxable Assessed Value (Inc. Spec. Fran.)	(F) Prior Year Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages (G/sum of G)
Class				
Homestead	513,557,410	100	513,557,410	57.90316
Nonhomestead	373,367,317	100	373,367,317	42.09684
Total	886,924,727		886,924,727	100.00000

I, the clerk of the legislative body of the approved  
assessing unit identified above, hereby certify  
that the legislative body determined on \_\_\_\_\_  
base percentages, current percentages, and  
current base proportions as set forth herein for the  
assessment roll and portion as identified above.

DETERMINATION OF CURRENT BASE PROPORTIONS

Section III	(I) Local Base Proportion for the 1992 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Part (J) Prorated to 100.00	(L) Adjusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-1*100)	(N) Maximum Current Base Proportion	(O) Current Base Proportion
Class		I*(H/D)	(J/sum of J)			(L*1.05)	
Homestead	57.00000	50.99809	49.84991	50.4591	-1.21		49.84991
Nonhomestead	43.00000	51.30518	50.15009	49.5409	1.23		50.15009
Total	100.00000	102.30328	100.00000	100.00000			100.00000

signature

title

date

RESOLUTION NO.: 364 - 2018

OF

NOVEMBER 26, 2018

A RESOLUTION ADOPTING THE BUDGET  
FOR THE FISCAL YEAR 2019

WHEREAS, the City Manager, on October 9, 2018, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2019 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2019; and

WHEREAS, such detailed estimates have been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 13, 2019 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report # B18-6-12 dated November 16, 2018 and as revised dated November 20, 2018 ; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2019 as appears in the annexed "City Council Adopted Fiscal Year 2019 Budget" on November 26, 2018; and

BE IT FURTHER RESOLVED, that the sum of \$20,570,466 be levied and raised on account of City taxes for the year 2019 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$528,882,526 for Homestead Properties and \$379,797,004 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$20,570,466 to be extended and apportioned on said assessment roll at \$19.336570 for Homestead properties and \$27.234791 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2019 is as set forth in Section 163-1 of the City Code of Ordinances; and

**BE IT FURTHER RESOLVED**, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

**BE IT FURTHER RESOLVED**, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2019, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2019, and collect up to and including the 5th day of February 2019, without fees, and to add 5% from the 6th day of February 2019, up to and including the 1st day of April 2019.

The second installment commencing on the 1st day of March 2019, and collect up to and including the 5th day of April 2019, without fees, and to add 5% from the 6th day of April 2019, up to and including the 30th day of May 2019.

The third installment commencing on the 1st day of May 2019, and collect up to and including the 5th day of June 2019, without fees, and to add 5% from the 6th day of June 2019, up to and including the 30th day of July, 2019.

The fourth installment commencing on the 1st day of July 2019, and collect up to and including the 5th day of August 2019, without fees, and to add 5% from the 6th day of August 2019, up to and including the 1st day of October, 2019.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

**BE IT FURTHER RESOLVED**, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.