



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 10, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session
Proposed, pending or current litigation
2. Presentation of a Certificate of Recognition to the World Mission Society Church of God for their Vounteer Efforts During Clean Up Day in December. 2018
(As per Mayor Harvey)

Engineering/Ingeniería

3. Award of bid to ACA Environmental Services for Asbestos Remediation at West End Firehouse
Resolution authorizing the Interim City Manager to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos remediation activities and related repairs at 492 Broadway at a cost of \$30,785 (Jason Morris)
4. Change Order No. 4 with METRA Industries
Resolution authorizing the Interim City Manager to execute Change Order No. 4G with METRA Industries to decrease the contract amount by \$136,643.00 and decreasing the total contract amount from \$3,367,555.18 to \$3,230,912.18 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (Jason Morris)

Finance/Finanza

5. Amend the 2018 Budget to adjust for insurance recoveries
Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust for insurance recovery funds allocated to insurance recoveries to be applied to DPW-Police Department motor vehicle repairs. (Michelle Kelson)
6. Amendment to 2019 Budget - Sanitation Fund
Resolution amending Resolution No: 364-2018, the 2019 Budget for the City of Newburgh, New York to adjust the 2019 Sanitation Budget by eliminating the appropriation from Sanitation Fund Balance and reducing the Sanitation Fund contribution to the Self-Insurance Fund and increasing Appropriated General Fund Balance and General Fund Contribution to Self-Insurance Fund by \$168,538.00 (Michelle Kelson & George Garrison)

Water Department/ Departamento de Aqueductos

7. Proposal for Engineering Services

Resolution accepting a proposal and authorizing the Interim City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services to perform an evaluation of the sand filters and backwash water disposal systems for the Water Plant SCADA Improvements Project in an amount not to exceed \$74,000.00

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 585 South Street

Resolution to authorize the conveyance of real property known as 585 South Street (Section 14, Block 2, Lot 6.1) at private sale to Charles Udeagbala for the amount of \$69,900.00. (Ali Church)

9. Purchase of 357 Liberty Street

Resolution to authorize the conveyance of real property known as 357 Liberty Street (Section 11, Block 4, Lot 22) at private sale to Arleen Perez for the amount of \$65,000.00. (Ali Church)

10. Release of Restrictive Covenants - 108 Broadway

Resolution authorizing the release of restrictive covenants and right of re-entry from a deed issued to Carmelo and Moira Liardi to the premises known as 108 Broadway (Section 30, Block 5, Lot 28) (Michelle Kelson)

11. Extension of Time to Rehabilitate 31 Liberty Street

Resolution authorizing a one year extension of time to rehabilitate the premises known as 31 Liberty Street, W.H. (Section 45, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson)

12. Extension of Time to Rehabilitate 216 Broadway

Resolution authorizing a twelve month extension of time to rehabilitate the premises known as 216 Broadway (Section 29, Block 8, Lot 7) in the City of Newburgh. (Michelle Kelson)

13. Extension to rehabilitate - 80 Clinton

Resolution authorizing a five month extension of time to rehabilitate the premises known as 80 Clinton Street (Section 10, Block 1, Lot 19) in the City of Newburgh. (Michelle Kelson)

Discussion Items/Temas de Discusión

14. Reappointment for Board of Assessment Review

Resolution reappointing Catherine Lentz to the Board of Assessment Review. (Michelle Kelson)

15. Non Bargaining Contract

(Interim City Manager Joe Donat)

16. Overnight Shelter
(As per Councilwoman Monteverde)
17. Plumbing Inspector vacancy
(Assistant Chief Horton)
18. RFP Committee
(As per Mayor Harvey)

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
ACA ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS REMEDIATION ACTIVITIES
AND RELATED REPAIRS AT 492 BROADWAY AT A COST OF \$30,785.00**

WHEREAS, by Resolution No. 193-2018 of August 13, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, by Resolutions No. 284-2018 and 285-2018 of October 9, 2018, the City Council of the City of Newburgh authorized the City Manager to accept proposals and execute agreements with QUES&T for asbestos sampling and asbestos abatement planning and design services for the building located at 492 Broadway; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos remediation activities at 492 Broadway and ACA Environmental Services, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the base bid consisting of asbestos abatement, disposal, and restoration services at three wall locations will be \$23,985.00, and for a bid add alternate consisting of asbestos abatement, disposal, and restoration of walls and the installation of new cabinets will be \$6,800.00, and funding shall be derived from A.3412.0448; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with ACA Environmental Services, Inc. for asbestos remediation activities and related repair work for 492 Broadway, Newburgh, New York at a total cost of \$30,785.00.



ACA ENVIRONMENTAL SERVICES, INC.

December 13, 2018
Via E-Mail
Jmorris@cityofnewburgh-ny.gov

To: Mr. Jason C. Morris, City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

From: Mr. Fred Lattrell
ACA Environmental Services, Inc.
791 Nepperhan Avenue
Yonkers, New York 10703-2012

Subject: Proposal for asbestos abatement services to be rendered at the West End Firehouse,
492 Broadway, Newburgh, New York 12550.

Site Visit: December 7, 2018
Jason C. Morris - City of Newburgh
Fred Lattrell - ACA Environmental Services, Inc.

Information

Supplied: Request for proposal, prepared by QuES&T, Inc., defining the scope of work, along with Bid Form and New York State Department of Labor Variance 18-1559.

SCOPE OF WORK

The scope of work for this project is the removal and disposal of the following materials, as detailed at the Site Visit and in the Information Supplied:

First Floor

- 25 square feet of asbestos-containing plaster, from the Kitchen, West Perimeter Wall and Column. (Includes replacement)
- 20 square feet of asbestos-containing joint compound, from the Stairwell, East Perimeter Wall. (Includes replacement)

The procedures to be utilized will be in accordance with NYC Department of Environmental Protection, NYS Department of Labor, US Environmental Protection Agency, and OSHA Regulations.

Our price for the removal stated above is: **\$23,985.00**

Alternate No. 1

Removal of cabinets. ACA will fix walls and re-install new cabinets.

Our price for Alternate No. 1: **\$ 6,800.00**

- Continued on Next Page -

QUALIFICATIONS

- Our price includes all labor, materials, equipment, supervision, and project management.
- Our price is based on quantities and locations as per specifications/proposal provided.
- Please allow ample time for filing of notifications and variances with regulatory agencies.
- Please be advised that ACA will need to restrict 25 feet around all containments to ACA personnel only.
- Access to work areas will be restricted to ACA employees for the duration of the project.

OWNER RESPONSIBILITIES

- Owner is to provide water and electric.
- All moveable objects are to be cleared from work areas by others prior to ACA arriving on site.
- Owner to isolate HVAC system from all work areas for the duration of project.
- Owner to provide location to exhaust negative air machines to outside of building.
- Owner to provide third party air monitoring for project.
- ACA will provide regulatory compliant building occupant notice to be posted by owner.
- Owner to provide cabinets.

EXCLUSIONS

- Phasing of project.
- Overtime.
- Removal or replacement of Kitchen backsplash.

This scope of work is being supplied to facilitate your renovations, therefore, we will provide under separate cover a Capital Improvement Certificate, which must be completed and returned prior to abatement commencement. If specified named or project insurance endorsements are required, additional costs will be applicable.

Should you accept this proposal, please complete the information below, and fax to our office at (914) 965-7597. Once this signed proposal has been received by our office, we will schedule the project.

Owner: _____	Contractor: <u>ACA Environmental Services, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Fred Lattrell</u>
Title: _____	Title: <u>Vice President</u>
Date: _____	Date: _____

We appreciate the opportunity to present this proposal to you and hope that we may be of assistance in the near future. Should you have any questions, please feel free to call.

Very truly yours,



Fred Lattrell
Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

***** **BID FORM** *****

DATE: December 14, 2018

FROM: CONTRACTOR ACA Environmental Services, Inc.
ADDRESS 791 Nepperhan Avenue
Yonkers, New York 10703
PHONE / FAX (914) 965-5829

Quotes will be received by the City of Newburgh located at 83 Broadway, Newburgh, NY 12550.
Quotes shall be delivered via e-mail to Mr. Jason C. Morris, City Engineer at
jmorris@cityofnewburgh-ny.gov and Mr. Rudy Lipinski, QuES&T Director of Field Operations at
rlipinski@qualityenv.com

A hard copy of the Quote shall be mailed to the City of Newburgh and identified as follows:

City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Jason C. Morris, City Engineer

**“Request for Quote
Asbestos Abatement & Restoration @ West End Firehouse
492 Broadway, Newburgh, NY 12550”**

LUMP SUM BID SHEET

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to insurance, performance bond, mobilization, materials, notification fees,
transportation and disposal cost to complete the items in compliance with ICR 56, 29 CFR
1926.1101, 40 CFR 61 Subpart M and the approved NYSDOL ESU site-specific variance.
Removal of ACM plaster and sheetrock with ACM joint compound shall include all materials
down to the building substrate or wall studs, all associated debris and restoration of wall surfaces.
All as approved by the Owner. Lump sum cost shall be based on performance of the work Monday
through Friday between the hours of 7:00 AM to 5:00 PM with weekends as approved by the city
of Newburgh.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be
limited to, all labor, materials, travel, disposal, notification fees and performance bond. The City of
Newburgh reserves the right to reject or accept any or all proposals.

Base Bid Price - Lump Sum Bid

Scope: Abatement Contractor to perform

- Spot cleanup, removal, disposal and subsequent restoration of friable asbestos-
containing plaster (2 locations) and sheetrock with friable asbestos-containing joint
compound (1 location) within the West End Firehouse, located at 492 Broadway,
Newburgh, NY 12550.

Est. Duration 5 # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 23,985.00

LUMP SUM BID AMOUNT: Twenty-three thousand, nine hundred and eighty five dollars.

IN WORDS

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

LUMP SUM BID SHEET

Subject to the acceptance of the City of Newburgh, (*Vendor Name*)
ACA Environmental Services, Inc., agrees
to perform the work described in the attached plans, specifications and/or form of agreement at the
following Lump Sum Pricing.

Lump sum pricing provided below shall include all costs associated with this project, including but
not limited to insurance, performance bond, mobilization, materials, notification fees,
transportation and disposal cost to complete the items in compliance with ICR 56, 29 CFR
1926.1101, 40 CFR 61 Subpart M and the approved NYSDOL ESU site-specific variance.
Removal of all kitchen cabinetry/sink/soffit and ceramic wall tile system from the west perimeter
ACM plaster wall. Following removal, contractor to patch plaster wall and install new cabinetry
and sink. All as approved by the Owner. Lump sum cost shall be based on performance of the
work Monday through Friday between the hours of 7:00 AM to 5:00 PM with weekends as
approved by the City of Newburgh.

Pricing: This is a prevailing wage job. Pricing shall be a Lump Sum Price to include, but not be
limited to, all labor, materials, travel, disposal, notification fees and performance bond. The City of
Newburgh reserves the right to reject or accept any or all proposals.

Add Alternate Price - Lump Sum Bid

Scope: Abatement Contractor to perform

- **Removal of all cabinetry/sink/soffit and ceramic wall tile system from the west Perimeter
ACM plaster wall within the 1st floor kitchen, with subsequent restoration of the west
perimeter plaster wall and installation of new cabinetry and sink within the West End
Firehouse, located at 492 Broadway, Newburgh, NY 12550.**

Est. Duration (3) # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 6,800.00

LUMP SUM BID AMOUNT: Six thousand, eight hundred dollars.

IN WORDS

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

BID SUMMARY

PRICE	DESCRIPTION	LUMP SUM PRICE
#1	BASE BID PRICE	\$23,985.00
#2	ADD ALTERNATE PRICE	\$ 6,800.00

Asbestos Unit Pricing for Additional or Deleted Work: Shall include all labor, materials, services, waste disposal and equipment necessary for the completion of any Additional Work requested to be performed on this project. This Unit Pricing shall be utilized to adjust (e.g. increase or decrease) the Contractor's Lump Sum Bid for Additions and Deletions to the Work Scope.

Sheetrock w/ACM Joint Compound – Per Square Foot: \$50.00 per square foot

ACM Plaster – Per Square Foot: \$95.00 per square foot

END OF BID FORM

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Engineer:	CONSULTANT:	Contact:
City of Newburgh	Jason C. Morris	QuES&T	Rudy Lipinski
83 Broadway	City Engineer	1376 Route 9	Director of Field Operations
Newburgh, NY 12550	(845) 569-7448	Wappingers Falls, NY 12590	(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 12/14/2018

City Comptroller

"An equal opportunity affirmative action employer"

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

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: West End Firehouse – 492 Broadway, Newburgh, NY 12550

CONTRACTOR'S NAME: ACA Environmental Services, Inc.

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

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

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

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

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

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

Signature:  Date 12/14/2018

Printed Name: Fred Lattrell SS#: xxx-xx-2418

Witness:  Date: 12/14/2018

City of Newburgh
West End Firehouse – 492 Broadway, Newburgh, NY 12550

Issued for Bid
Asbestos Abatement - RFQ

City of Newburgh
West End Firehouse
492 Broadway
Newburgh, NY 12550

ESTIMATE OF ACM REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR

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

NOTICE

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

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

Company Name: ACA Environmental Services, Inc.

Type or Print

BY:



Vice President

12/14/2018

Signature

Title

Date

Print Name: Fred Lattrell

.....

RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4G WITH METRA INDUSTRIES TO DECREASE THE CONTRACT AMOUNT BY \$136,643.00 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM \$3,367,555.18 TO \$3,230,912.18 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, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 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; and

WHEREAS, further adjustments to the contract require Change Order No. 4G in the amount of \$136,643.00 as a credit to Metra Industries decreasing the current total cost of the contract from \$3,367,555.18 to \$3,230,912.18; 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 Interim City Manager be and he hereby is authorized to execute Change Order No. 4G in the amount of \$136,643.00 as a credit to the contractor decreasing the total contract price from \$3,367,555.18 to \$3,230,912.18 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

METRA INDUSTRIES

50 Muller Place
Little Falls, New Jersey 07424
(973) 812-0333
FAX (973) 812-0330

December 28, 2018

Barton & Loguidice, D.P.C.
637 Broadway Suite 2B
Newburgh, NY 12550

Re. Liberty & Grand Streets Sewer Improvements Contract 1- General Construction

Attention: Jonathan Amos

Dear Jon,

Enclosed for further processing and payment are FOUR (4) original, executed sets of Change Order #4G. Please be sure that payment for this is included on our current pay application estimate #14 as agreed.

*This change order has been signed and is being sent with the understanding that a project Time Extension related to this change order is to be left open and addressed separately at a future date.

Please feel free to contact us with any questions you may have.

Very truly yours

Stephan P. Dioslaki

Encl.

C Jonathan M. Amos, Barton & Loguidice
Jason Morris, P.E. City of Newburgh

/spd.

Barton & Loguidice 29 transmitting Change Order 4G FINAL

Change Order

No. **4G**

Date of Issuance: 12/27/2018

Effective Date: 12/27/2018

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: Quantity adjustments, costs associated with design changes, and materials not used.

Attachments (list documents supporting change):

Quantity spreadsheet of bit item adjustments and MH's not Installed. Change order 4G spreadsheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES: *

Original Contract Price:

\$3,298,115.00

Increase from previously approved Change
Orders:

\$69,440.18

Contract Price prior to this Change Order:

\$3,367,555.18

Decrease of this Change Order:

\$136,643.00

Contract Price incorporating this Change
Order:

\$3,230,912.18

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders*

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

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): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 12/28/2018

Date: _____

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

Change Order No. 4G

Item No.	Description	Reason for Change	Quantity	Unit	\$/Unit	Total Cost	Adjusted Time (Days)
15a	30" MH Frame & Cover	Credit for 24" frame & covers	21.00	EA	\$50.00	-\$1,050.00	0
QTY	MH's not being installed	see attached sheet	1.00	LS	\$9,436.00	\$9,436.00	0
QTY	Unit adjustment	See attached sheet	1.00	LS	-\$711,390.00	-\$711,390.00	0
CO 3	Reset granite curb	Additional work due to pipe realignment	700.00	LF	\$65.37	\$45,759.00	0
EW 47	Remove existing asphalt and gravel	Separate/remove asphalt and gravel to facilitate paving	1.00	LS	\$82,500.00	\$82,500.00	0
QTY	Bid Item Overages	See attached sheet	1.00	LS	\$438,102.00	\$438,102.00	0
Total This Change Order:						-\$136,643.00	
Original Contract Amount						\$3,298,115.00	0
Change Order No. 2G						\$71,354.58	0
Change Order No. 3G						-\$1,914.40	0
Change Order No. 4G						-\$136,643.00	0
Revised Contract Amount						\$3,230,912.18	0

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

Quantities not used									
Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
4	6" Non Pressure PVC Sewer and Special	1900	Lf	\$100.00	\$ 190,000.00	1689.5	\$ 168,950.00	-210.50	-\$21,050.00
5	8" Non Pressure PVC Sewer and Special	1000	Lf	\$104.00	\$ 104,000.00	930	\$ 96,720.00	-70.00	-\$7,280.00
6	12" Non Pressure PVC Sewer and Special	345	Lf	\$114.00	\$ 39,330.00	32	\$ 3,648.00	-313.00	-\$35,682.00
8	Drop Manholes 5' ID	33	VF	\$1,800.00	\$ 59,400.00	24	\$ 43,200.00	-9.00	-\$16,200.00
9	Drop Manholes 6' ID	67	VF	\$900.00	\$ 60,300.00	17	\$ 15,300.00	-50.00	-\$45,000.00
15	30" frame & cover	29	EA	\$445.00	\$ 12,905.00	21	\$ 9,345.00	-8.00	-\$3,560.00
18	8" HDPE	850	LF	\$255.00	\$ 216,750.00	269	\$ 68,595.00	-581.00	-\$148,155.00
20	15" HDPE	930	LF	\$255.00	\$ 237,150.00	786	\$ 200,430.00	-144.00	-\$36,720.00
21	18" HDPE Non-Pressure Storm Sewer	125	Lf	\$255.00	\$ 31,875.00	124	\$ 31,620.00	-1.00	-\$255.00
23	30" HDPE Non-Pressure Storm Sewer	55	Lf	\$315.00	\$ 17,325.00	27	\$ 8,505.00	-28.00	-\$8,820.00
28	Concrete Subbase Removal	2000	Lf	\$4.00	\$ 8,000.00	1828	\$ 7,312.00	-172.00	-\$688.00
29	Subbase	3720	Cy	\$20.00	\$ 74,400.00	2500	\$ 50,000.00	-1220.00	-\$24,400.00
31	asphalt top course	760	TON	\$150.00	\$ 114,000.00	0	\$ -	-760.00	-\$114,000.00
32	asphalt truing	180	TON	\$1.00	\$ 180.00	0	\$ -	-180.00	-\$180.00
36	cold milling concrete	3250	SY	\$18.00	\$ 58,500.00	0	\$ -	-3250.00	-\$58,500.00
38	remove and reset sidewalk	2100	LF	\$1.00	\$ 2,100.00	1000	\$ 1,000.00	-1100.00	-\$1,100.00
41	Water Service Relocation	20	Ea	\$250.00	\$ 5,000.00	0	\$ -	-20.00	-\$5,000.00
43	Asbestos Removal Allowance	1	Ls	\$15,000.00	\$ 15,000.00	0	\$ -	-1.00	-\$15,000.00
45	new bluestone sidewalk	500	SF	\$20.00	\$ 10,000.00	0	\$ -	-500.00	-\$10,000.00
46	Sewer Rehabilitation	1030	Lf	\$150.00	\$ 154,500.00	0	\$ -	-1030.00	-\$154,500.00
2A	3/4" Type Copper Tubing	600	LF	\$50.00	\$ 30,000.00	494	\$ 24,700.00	-106.00	-\$5,300.00
Total Quantity Cost				\$1,440,715.00		\$ 729,325.00		Total	-\$711,390.00

Manholes not used in the project					
		Diameter	VF	\$/VF	
3A	Base	4' dia	2.50	\$ 150	\$ 375
	Riser	6' dia	3.00	\$ 400	\$ 1,200
274A	Base	4' dia	2.50	\$ 150	\$ 375
266A	Base	4' dia	3.00	\$ 150	\$ 450
351A	Base	6' dia	4.00	\$ 400	\$ 1,600
	Flat top	6' dia	0.67	\$ 400	\$ 268
7A	Base	6' dia	4.00	\$ 400	\$ 1,600
107A	Base	6' dia	3.00	\$ 400	\$ 1,200
	Riser	6' dia	4.50	\$ 400	\$ 1,800
6A	Flat top	6' dia	0.67	\$ 400	\$ 268
9A	Base	4' dia	2.00	\$ 150	\$ 300
Total cost				9,436.00	

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: 12/28/2018

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

Quantities Over Bid									
Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
7	18" Non Pressure PVC Sewer and Special	1250	LF	\$139.00	\$ 173,750.00	1309	\$ 181,951.00	59.00	\$ 8,201.00
10	4-foot	156	VF	\$600.00	\$ 93,600.00	168.56	\$ 101,136.00	12.56	\$ 7,536.00
11	5- foot MH	27	VF	\$400.00	\$ 10,800.00	39	\$ 15,600.00	12.00	\$ 4,800.00
12	6-foot MH	11	VF	\$3,000.00	\$ 33,000.00	19	\$ 57,000.00	8.00	\$ 24,000.00
14	6-foot MH	1	EA	\$15,000.00	\$ 15,000.00	2	\$ 30,000.00	1.00	\$ 15,000.00
17	6"HDPE	1050	LF	\$255.00	\$ 267,750.00	1405	\$ 358,275.00	355.00	\$ 90,525.00
19	12" HDPE	1120	LF	\$230.00	\$ 257,600.00	1122	\$ 258,060.00	2.00	\$ 460.00
22	24" HDPE	735	LF	\$305.00	\$ 224,175.00	1649	\$ 502,945.00	914.00	\$ 278,770.00
24	Type A CB	62	VF	\$125.00	\$ 7,750.00	90.68	\$ 11,335.00	28.68	\$ 3,585.00
25	Drain Frame,grate	17	EA	\$250.00	\$ 4,250.00	20	\$ 5,000.00	3.00	\$ 750.00
30	asphalt binder	1200	TON	\$190.00	\$ 228,000.00	1202.5	\$ 228,475.00	2.50	\$ 475.00
1A	Lead water service	20	EA	\$1,000.00	\$ 20,000.00	24	\$ 24,000.00	4.00	\$ 4,000.00
Total Quantity Cost					\$1,335,675.00		\$ 1,773,777.00	Total	\$ 438,102.00

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: 12/28/2018

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO DPW-POLICE DEPARTMENT
MOTOR VEHICLE REPAIRS**

WHEREAS, the DPW-Police Department received an insurance recovery in the amount of \$4,887.96 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Police Department vehicles are being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to DPW-Police Department Repairs of Motor Vehicles; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue	
A.0000.2680 Insurance Recoveries	\$4,887.96
Expense	
A.5133.0442 Repairs/Motor Vehicles	\$4,887.96

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**RESOLUTION AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO ADJUST
THE 2019 SANITATION BUDGET BY ELIMINATING THE APPROPRIATION FROM
SANITATION FUND BALANCE AND REDUCING THE SANITATION FUND
CONTRIBUTION TO THE SELF-INSURANCE FUND AND INCREASING
APPROPRIATED GENERAL FUND BALANCE AND GENERAL FUND
CONTRIBUTION TO SELF-INSURANCE FUND BY \$168,538.00**

WHEREAS, an amendment to the 2019 Budget is necessary to make adjustments in the Sanitation Fund; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

ADJUSTMENT ENTRY

		<u>Decrease</u>	<u>Increase</u>
Revenue:			
S.0000.0599.1000	Appropriated Fund Balance	\$168,538.00	
Expense:			
S.9900.0923	Contribution to Self-Insurance	<u>\$168,538.00</u>	

AMENDMENT ENTRY

Revenue:			
A.0000.0599.1000	Appropriated Fund Balance		\$168,538.00
Expense:			
A.9923.0900	Contribution to Self-Insurance		<u>\$168,538.00</u>
	TOTAL:	\$168,538.00	\$168,538.00

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES
TO PERFORM AN EVALUATION OF THE SAND FILTERS AND
BACKWASH WATER DISPOSAL SYSTEMS
FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$74,000.00**

WHEREAS, in connection with the Water Plant SCADA Improvement projects, the Water Department has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services necessary to evaluate the sand filters and backwash disposal systems and provide upgrade options at a cost not to exceed \$74,000.00, which is attached hereto and made part hereof; and

WHEREAS, the funds shall be derived from HF1.8340.0400.8301.2011; and

WHEREAS, this Council has determined that accepting such proposal and entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to evaluate the sand filters and backwash disposal systems and provide upgrade options in connection with the Water Plant SCADA Improvements Project at a cost not to exceed \$74,000.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Water

Subject:
Proposal for Engineering Services

Date:
December 20, 2018

Dear Mr. Vradenburgh:

Arcadis of New York, Inc. appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to perform an evaluation of the six sand filters at the City's Water Filtration Plant (Plant) and backwash water disposal systems.

Contact:
Rob Ostapczuk

Phone:
518.250.7300

Project Understanding

The City owns and operates the Plant that is reported to supply drinking water to nearly 29,000 people through 5,700 service connections. The Plant was originally constructed in 1922. A raw water storage tank system was constructed in 2006, with an emergency backup connection to the Catskill Aqueduct at Brown's Pond. GAC treatment facilities and a 1.2 MG treated water contact tank were completed in 2018. The processes at the Plant have otherwise remained intact and much of the original equipment is still in use. The Plant is primarily a conventional surface water filtration facility with unit processes that include pre-oxidation, coagulation, flocculation, settling, sand filtration, and chemical injection, including disinfection.

Email:
robert.ostapczuk
@arcadis.com

Our ref:
60004881.0000

The filter media has reportedly been unchanged since the 1970's and the City has begun to notice some signs of decreased performance. Although the Plant is still capable of producing water that complies with applicable regulations, staff have noted changes such as decreased filter run time over the years. Additionally, investigations in recent years of the filter media, such as core samples, show that the media is showing signs of wear. It is noted that Filters 1

and 2 retain the original pipe underdrains, while the other four filters were replaced with block style underdrains in the 1970's which are over 40 years old.

Given the observed condition of the filter media and its known age, the City wishes to investigate the feasibility and cost to replace the filter media and associated underdrains to continue providing high quality filtered water and possibly increase total organic carbon (TOC) removal, which contributes to the production of trihalomethanes (THM) in the distribution system and competes with per- and polyfluoroalkyl substances (PFAS) for pore space in the GAC media.

As requested, Arcadis has prepared this letter proposal for engineering services to assist the City with an evaluation of filter maintenance and upgrade options. Acceptable solutions will need to be able to treat all three potentially available raw water sources that can currently be delivered to the Plant that include raw water from the Catskill Aqueduct, Brown's Pond, and Washington Lake. Our scope of services is presented below:

SCOPE OF SERVICES

Task 1 Kick Off Meeting

Arcadis will conduct a kick off meeting to confirm the project goals, scope of services, schedule, deliverables, communication protocols and review data provided by the City. Prior to the meeting Arcadis will prepare a request for information for the City (it is anticipated that Arcadis has nearly all the information required to complete this scope of services from previous assignments from the City).

Task 2 Data Review

Arcadis will review the data provided by the City that may include as-built drawings, reports, operating data, O&M manuals, and specifications as provided by the City. Arcadis will work with the City to develop a plan to satisfy data gaps identified if required.

Task 3 Site Visit and Condition Assessment

Arcadis will visit the Plant and conduct visual inspections on the troughs, weirs, surface wash systems, associated settled water, filtered water, backwash water and drain piping systems, electrical systems, I&C systems and field instruments and general interior building systems.

Task 4 Sand Filter Upgrade Evaluation

Arcadis will evaluate five alternatives for upgrading and optimizing the existing sand filters. These alternatives include:

- Replacing the sand filter media and underdrains as needed.
- Replacing the sand filter media and underdrains as needed and enhanced coagulation.
- Replacing the sand filter media and underdrains and convert rapid sand filters to biologically active filters (BAFs).

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

- Replacing the sand filter media and underdrains with submerged membrane filters.
- Replacing the sand filter media and underdrains with submerged membrane filters and enhanced coagulation.

The existing sand filters are equipped with surface wash systems. Arcadis will evaluate replacement of the surface wash systems with an air scour system. Arcadis will assess integral underdrain block systems and grid systems that are installed on existing underdrain blocks.

The desktop evaluation of each alternative will be assessed on the following criteria:

- Anticipated filtered water quality based raw water characteristics.
- Backwash volumes and flow rates.
- Impacts on existing electrical systems.
- Capital costs.
- O&M costs.
- Regulatory acceptance by NYS DOH.

Task 5 Backwash Evaluation

Based on the assessment of alternatives for upgrading the sand filters, Arcadis will assess the effective volume of the existing wastewater retention basins and rate at which the inverted siphon sewer can discharge backwash flows to the City's combined sewer system. Arcadis will develop capital costs for improving these systems as required to meet 10 States Standards and NYS DOH requirements. Arcadis will assess the feasibility of replacing all or a portion of the existing inverted siphon sewer from the Plant to the connection with the combined sewer system or downstream of Regulator No. 2 such the backwash wastes are directed to the wastewater treatment plant and will not impact combined sewers.

Arcadis will also assess the potential for recycling backwash water to the raw water side of the Plant. NYS DOH limits the flow of recycled backwash water into the Plant to 10 percent of the instantaneous raw water flow into the Plant. Additional pumping systems and equalization tanks would be required to be evaluated.

Task 6 Prepare Preliminary Engineering Report

Arcadis will summarize the findings from the preceding tasks in a preliminary engineering report that will meet NYS EFC and NYS DOH requirements for approval and funding solicitation. The preliminary engineering report will be developed with basic site plans and layout plans and manufacturer's catalog cut sheets will be included for evaluated equipment in an appendix. To anticipate potential consequences in the distribution system due to changing water quality, Alternative 4 (membranes) will include a discussion on potential corrosion control impacts and mitigating measures that could be implemented.

Arcadis will deliver a draft of the report to the City for its review before producing a final report. A meeting will be held with the City to discuss the draft report and review comments and concerns.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 2, 2018

Task 7 Grant Funding Assistance

Arcadis will also assist the City with identifying and applying for appropriate grant monies that may be available to help fund filter upgrades that the City may wish to pursue as a result of this evaluation. Arcadis will assist the City in applying for funding through the Consolidated Funding Application (CFA) and Drinking Water State Revolving Loan Fund (DWSRF).

COMPENSATION

Arcadis will complete each the scope of services presented herein for a total not to exceed fee of \$72,000 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Task	Compensation
Task 1 – Kick Off Meeting	\$4,800
Task 2 – Data Review	\$3,900
Task 3 – Site Visit and Condition Assessment	\$6,200
Task 4 – Sand Filter Upgrade Evaluation	\$22,000
Task 5 – Backwash Evaluation	\$15,000
Task 6 – Prepare Preliminary Engineering Report	\$21,300
Task 7 – Grant Funding	\$0
Expenses	\$800
Total Not to Exceed Fee	\$74,000

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Associate Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1)
AT PRIVATE SALE TO CHARLES UDEAGBALA FOR THE AMOUNT OF \$69,900.00**

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 19, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
585 South Street	14 - 2 - 6.1	Charles Udeagbala	\$69,900.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

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

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$2,446.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 357 LIBERTY STREET (SECTION 11, BLOCK 4, LOT 22)
AT PRIVATE SALE TO ARLEEN PEREZ FOR THE AMOUNT OF \$65,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 357 Liberty Street, being more accurately described as Section 11, Block 4, Lot 22 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 19, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
357 Liberty Street	11 - 4 - 22	Alreen Perez	\$65,000.00

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

Terms and Conditions Sale

357 Liberty Street, City of Newburgh

(SBL: 11-4-22)

STANDARD TERMS:

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

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey

its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$6,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: _____-2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CARMELO AND MOIRA LIARDI
TO THE PREMISES KNOWN AS 108 BROADWAY
(SECTION 30, BLOCK 5, LOT 28)**

WHEREAS, on March 4, 1996, the City of Newburgh conveyed property located at 108 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 5, Lot 28, to Carmelo and Moira Liardi; and

WHEREAS, the attorney representing the purchaser in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; 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 and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim 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, and 4 of the aforementioned deed.

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 108 Broadway, Section 30, Block 5, Lot 28 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated March 4, 1996 from THE CITY OF NEWBURGH to CARMELO and MOIRA LIARDI, recorded in the Orange County Clerk's Office on May 31, 1996, in Liber 4392 of Deeds at Page 135 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, 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. _____ - 2019

OF

JANUARY 14, 2019

**A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 LIBERTY STREET W.H.
(SECTION 45, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 31 Liberty Street, W.H., more accurately described as Section 45, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 6, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 6, 2018; and

WHEREAS, Barbara Hamilton, the owner of property located at 31 Liberty Street W.H. in the City of Newburgh, was unable to comply with the deadline; and

WHEREAS, by Resolution No. 213-2018 of August 13, 2018, this Council authorized a six (6) month extension of time to rehabilitate said premises until February 13, 2019; and

WHEREAS, Ms. Hamilton, despite her diligent efforts to complete the rehabilitation of the premises, will be unable to comply with the February 13, 2019 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 future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barbara Hamilton be granted a one (1) year extension to rehabilitate the premises known as 31 Liberty Street W.H. in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before February 13, 2020, that being one (1) year from the date previously authorized by Resolution No.: 213-2018 of August 13, 2018.

RESOLUTION NO. _____ - 2019

OF

JANUARY 14 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 216 BROADWAY
(SECTION 29, BLOCK 8, LOT 7) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh conveyed the premises located at 216 Broadway, more accurately described as Section 29, Block 8, Lot 7 on the Official Tax Map of the City of Newburgh, by deed dated March 20, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about September 20, 2018; and

WHEREAS, the City Manager granted the three month extension permitted by the terms of sale, which extension expired on December 20, 2018; and

WHEREAS, Mr. Majeed, the owner of property located at 216 Broadway in the City of Newburgh, is unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, the appropriate departments recommend that the requested extension for 216 Broadway be granted; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Mr. Majeed be granted a twelve (12) month extension to rehabilitate the premises known as 216 Broadway in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before December 20, 2019, that being twelve (12) months from the date previously granted by the City Manager.

RESOLUTION NO. _____ - 2019

OF

JANUARY 14 2019

**A RESOLUTION AUTHORIZING A FIVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 80 CLINTON STREET
(SECTION 10, BLOCK 1, LOT 19) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh conveyed the premises located at 80 Clinton Street, more accurately described as Section 10, Block 1, Lot 19 on the Official Tax Map of the City of Newburgh, by deed dated January 12, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about July 12, 2018; and

WHEREAS, the City Manager granted the three month extension permitted by the terms of sale, which extension expired on October 12, 2018; and

WHEREAS, Mr. Budelman, the owner of property located at 80 Clinton Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, the appropriate departments recommend that the requested extension for 80 Clinton Street be granted; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Mr. Budelman be granted a five (5) month extension to rehabilitate the premises known as 80 Clinton Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before June 14, 2019, that being five (5) months from the date of this resolution.

RESOLUTION NO.: _____-2019

OF

JANUARY 14, 2019

**A RESOLUTION REAPPOINTING CATHERINE LENTZ
TO THE BOARD OF ASSESSMENT REVIEW**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Catherine Lentz be and is hereby re-appointed retroactively to the Board of Assessment Review for a new five-year term commencing retroactively on October 1, 2018 and expiring on September 30, 2023.