



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

Council Meeting Presentations

1. City Manager's Proposed 2020 Budget
Presupuesto propuesto por el Gerente de la Ciudad para el 2020

Work Session Presentations

2. Tobacco Legislation Compliance and Enforcement by Regina Cieslak & Dawn Wilkins from Team Newburgh
(As Per Councilwoman Mejia)

Aplicación y cumplimiento de la Legislación de Tabaco por Regina Cieslak y Dawn Wilkins de "Team Newburgh" (Según la Concejal Mejia)
3. Census 2020 Updated Discussion
(As Per Councilwoman Mejia) (Rachel Brown, Renee Burbank, Lisa Chen, Daniel Ki, and Nikita Lalwani)

*(Discusión Actualizada sobre el Censo 2020 (Según la Concejal Mejia)
(Rachel Brown, Renee Burbank, Lisa Chen, Daniel Ki, and Nikita Lalwani)*

Department of Public Works/ Departamento de Obras Públicas

4. Budget Transfer to Police Vehicle Repair Line
Resolution amending Resolution No. 364-2018, the 2019 Budget for the City of Newburgh, New York to transfer \$15,000.00 from Contingency to DPW/Police Garage – Repairs/Motor Vehicle (George Garrison & Todd Venning)

Una resolución enmendando Resolución No. 364-2018, el Presupuesto del 2019 para la Ciudad de Newburgh, Nueva York para transferir \$15,000.00 de Contingencia para DPW/Garaje de Policía – Reparación/ Vehículos Motorizados (George Garrison y Todd Venning)

Engineering/Ingeniería

5. PIN# 8761.39 Lake Drive Bridge Replacement Construction Inspection Contract with HVEA
Resolution authorizing the City Manager to accept a proposal to add construction inspection services to the agreement with Hudson Valley Engineering Associates, P.C. for the Lake Drive Bridge (BIN No. 2223630)

Replacement Project at a cost not to exceed \$274,880.36 (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta para agregar servicios de inspección de construcción al acuerdo con "Hudson Valley Engineering Associates, P.C." para el Puente Lake Drive (BIN No. 2223630) Proyecto de Reemplazo a un costo que no exceda \$274,880.36 (Jason Morris)

Finance/Finanza

6. Resolution setting public hearing for 2020 budget

Resolution scheduling a public hearing for November 12, 2019 to receive comments concerning the adoption of the 2020 Budget for the City of Newburgh. (Michelle Kelson)

Una resolución programando una audiencia pública para el 12 de noviembre de 2019 para recibir comentarios públicos con respecto a la adopción del presupuesto 2020 para la ciudad de Newburgh. (Michelle Kelson)

7. Lockbox Agreement with TD Bank for 2020

Resolution authorizing the City Manager to execute a Lockbox Agreement as part of a Cash Management Master Agreement with TD Bank. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo para una caja asegurada como parte de un acuerdo Maestro de Administración de Efectivo con el Banco TD. (Todd Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

8. Purchase of 24 Temple Avenue (Revised Purchase Price)

Resolution to authorize the conveyance of real property known as 24 Temple Avenue (Section 32, Block 3, Lot 8) at private sale to John Notaro for the amount of \$60,000.00. (Alexandra Church & Michelle Kelson).

Una resolución para autorizar el traspaso de bienes raíz conocida como la 24 de la Avenida Temple (Sección 32, Bloque 3, Lote 8) en una venta privada a John Notaro por la cantidad de \$60,000.00. (Alexandra Church y Michelle Kelson)

9. Purchase of 6 Locust Street

Resolution to authorize the conveyance of real property known as 6 Locust Street (Section 32, Block 1, Lot 6) at private sale to Melvin Vargas for the amount of \$25,000.00. (Alexandra Church)

Una resolución para autorizar el traspaso de bienes raíz conocida como la 6 de la Calle Locust (Sección 32, Bloque 1, Lote 6) en una venta privada a Melvin Vargas por la cantidad de \$25,000.00. (Alexandra Church)

10. Purchase of 53 South Robinson Avenue

Resolution to authorize the conveyance of real property known as 53 South Robinson Avenue (Section 38, Block 6, Lot 1) at private sale to Fredi Patricio Quezada Romero and Rubi D. Ortega Rojas for the amount of \$75,000.00. (Alexandra Church)

Una resolución para autorizar el traspaso de bienes raíz conocida como la 53 de la Avenida South Robinson (Sección 38, Bloque 6, Lote 1) en una venta privada a Fredi Patricio Quezada Romero y Rubi D. Ortega Rojas por la cantidad de \$75,000.00. (Alexandra Church)

11. Purchase of 50 Thompson Street

Resolution to authorize the conveyance of real property known as 50 Thompson Street (Section 13, Block 7, Lot 11.2) at private sale to Josey Savinon and Evan Savinon for the amount of \$75,000.00. (Alexandra Church).

Una resolución para autorizar el traspaso de bienes raíz conocida como la 50 de la Calle Thompson (Sección 13, Bloque 7, Lote 11.2) en una venta privada a Josey Savinon y Evan Savinon por la cantidad de \$75,000.00. (Alexandra Church)

12. 121 Gidney Avenue - Satisfaction of Mortgage

Resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Winzle Parker for the premises located at 121 Gidney Avenue (Section 17, Block 7, Lot 4) . (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en relación con una hipoteca emitida a Winzle Parker para los locales ubicados en la 121 de la Avenida Gidney (Sección 17, Bloque 7, Lote 4). (Michelle Kelson)

13. 266 Carpenter Avenue - Partial Release of Restrictive Covenants

Resolution authorizing the execution of a partial release of restrictive covenants and right of re-entry from a deed issued to Magaly Ortega to the premises known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42). (Michelle Kelson).

Una resolución autorizando la ejecución de una liberación parcial de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Magaly Ortega a las instalaciones conocidas como la 266 de la Avenida Carpenter (Sección 7, Bloque 7, Lote 42). (Michelle Kelson)

14. 61 Farrington Street - Releases of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and

right of re-entry from a deed issued to Newburgh Community Improvement Corporation to the premises known as 61 Farrington Street (Section 18, Block 11, Lot 7). (Michelle Kelson)

Una resolución autorizando la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida al "Newburgh Community Improvement Corporation" para las instalaciones conocidas como la 61 de la Calle Farrington (Sección 18, Bloque 11, Lote 7). (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

15. Month to Month Contract Extension with Professional Account Management LLC

Resolution authorizing the City Manager to enter into an Addendum to the Agreement with Professional Account Management, LLC for municipal parking services and related equipment. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a entrar en una adenda al acuerdo con "Professional Account Management, LLC" para servicios de estacionamiento municipal y equipo relacionado. (Todd Venning)

16. Apply for and Accept if Awarded \$60,000 from NYS HCR for a Housing Needs Assessment study

Resolution authorizing the City Manager to apply for and accept a SFY 2019-2020 New York State Senate Initiatives Program Grant through New York State Division of Housing and Community Renewal in an amount not to exceed \$60,000.00 to fund a housing needs assessment. (Alexandra Church)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Programa de Iniciativas del Senado del Estado de Nueva York SFY 2019-2020 por medio de la División de Vivienda y Renovación Comunitaria del Estado de Nueva York por un monto que no exceda \$60,000.00 para financiar una evaluación de sobre las necesidades de viviendas. (Alexandra Church)

Police Department

17. Halloween Curfew 2019

Resolution to implement a City-wide curfew for minors 16 years of age and under on October 30th and 31st from 9:00 p.m. until 6:00 a.m. (Chief Douglas Solomon)

Una resolución para implementar un toque de queda en toda la Ciudad para menores de 16 años o menos los días 30 y 31 de octubre de 9:00 p.m. a 6:00 a.m. (Jefe Douglas Solomon)

Fire Department / Departamento de Bomberos

18. Fund Balance Appropriation Increase

Resolution amending Resolution No. 364-2018, the 2019 Budget for the City of Newburgh, New York to transfer \$27,593.00 from Contingency to Fire Department-Education for tuition reimbursements. (Chief Terry Ahlers)

Una resolución enmendando Resolución NO. 364-2018, el Presupuesto para la Ciudad de Newburgh, Nueva York para transferir \$27,593.00 de Contingencia al Departamento de Bomberos – Educación para reembolsos de colegiatura. (Jefe Terry Ahlers)

Local Laws/Leys Locales

19. Local Law to Override Tax Cap

Resolution scheduling a public hearing for October 28, 2019 to hear public comment concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c. (Michelle Kelson & Todd Venning)

Una resolución programando una audiencia pública para el 28 de octubre de 2019 para escuchar comentarios públicos con respecto a una ley local autorizando un gravamen del impuesto sobre la propiedad que exceda el límite establecido en la Ley Municipal General Sección 3-c. (Michelle Kelson y Todd Venning)

Discussion Items/Temas de Discusión

20. Board of Assessment Review reappointment

Resolution reappointing Christopher P. Cammarata to the Board of Assessment Review. (Submitted on behalf of Councilwoman Monteverde)

Una resolución renombrando a Christopher P. Cammarata al Consejo de Revisión Evaluativa (Propuesto por la Concejala Monteverde)

21. Appoint Mona Toscano as City of Newburgh Poet Laureate

Resolution appointing Mona Toscano City of Newburgh Poet Laureate

Una resolución nombrando a Mona Toscano como Poeta Laureado de la Ciudad de Newburgh

22. Danskammer

Resolution concerning the proposed Danskammer Energy Center Proposal. (Submitted on behalf of Councilwoman Mejia & Councilwoman Monteverde)

Una resolución sobre la Proposición del Centro de Energía Danskammer Propuesta. (Presentado en nombre de la Concejala Mejia y Concejala Monteverde)

Monteverde)

Executive Session/ Sesión Ejecutiva

23. Proposed, pending, or current litigation
Litigación actual, pendiente o propuesta

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

RESOLUTION AMENDING RESOLUTION NO. 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$15,000.00 FROM CONTINGENCY
TO DPW/POLICE GARAGE -REPAIRS/MOTOR VEHICLE

WHEREAS, the Public Works Department requires additional funds to repair Police Department vehicles for the remainder of the fiscal year; and

WHEREAS, a transfer of funds from the 2019 General Fund Contingency to DPW/Police Garage - Repairs/Motor Vehicles is required to fund needed vehicle repairs; the same being in the best interests 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:

	<u>Decrease</u>	<u>Increase</u>
A.1900.004 General Fund Contingency	<u>\$15,000.00</u>	
A.5133.442 DPW/Police Garage— Repairs/Motor Vehicles		<u>\$15,000.00</u>
TOTALS:	\$15,000.00	\$15,000.00

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL TO ADD CONSTRUCTION INSPECTION SERVICES
TO THE AGREEMENT WITH HUDSON VALLEY ENGINEERING ASSOCIATES, P.C.
FOR THE LAKE DRIVE BRIDGE (BIN No. 2223630) REPLACEMENT PROJECT
AT A COST NOT TO EXCEED \$274,880.36**

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

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

WHEREAS, the federally funded projects require complete oversight during construction to ensure the project is completed according to the plans and specifications and Hudson Valley Engineering Associates, P.C. has submitted a proposal to add construction inspection services to its existing contract with City of Newburgh for the Project at a cost of \$274,880.36; and

WHEREAS, the funding for the construction inspection services shall be derived from the 2016 BAN-H1.5110.0208.8102.2016 which funding shall be reimbursed through the Master Federal Aid Project Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for construction inspection services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630) Bridge Replacement Project at a cost not to exceed \$274,880.36.



July 16, 2019

Jason Morris, P.E.
City of Newburgh Engineer
City Hall
83 Broadway
Newburgh, New York 12550

**Re: City of Newburgh
PIN 8761.39 – Lake Drive over Quassaick Creek (BIN 2223630) Bridge
Replacement**

Dear Mr. Morris:

Attached please find our cost proposal and scope to add construction inspection services to our contract for the Lake Drive Bridge Replacement project. The scope employs the NYSDOT's requirements for federal-aid local projects. As discussed, the federally funded projects require complete oversight during construction to ensure the project is built according to the plans and specifications and extensive documentation.

Thank you very much for considering us for the inspection services. We look forward to continuing working with you and the City.

If you have any questions, please call me.

Sincerely,

HVEA Engineers



Jack Gorton, P.E.
Project Manager

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering

Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate

Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor** and must be consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#).¹ The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Sponsor** will check, and when **acceptable**, approve all structural **shop** drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged**, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of

¹ <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](https://www.dot.ny.gov/dotapp/ebo)².

² <https://www.dot.ny.gov/dotapp/ebo>

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- Section 9 Construction Inspection will include but not be limited to:
- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
 - Preparation of as-built plans.

Estimate award will be November 1, 2019. Shop drawings will be reviewed November 1, 2019 – March 1, 2020

Estimate construction will begin on March 1, 2020 and will be completed by August 30, 2020.

HVEA will staff the project with:

- 1 Part time Project Manager
- 1 Full time Resident/Office Engineer
- 1 Project Engineer as-needed
- 1 Full time Inspector

HVEA will provide cell phones for inspectors' use.

Laptops, printers and other technology items will be provided by the Contractor under the Office Technology item.

HVEA will provide APPIA management software as a direct non-salary cost in this contract.

An 11x17 color scanner/photocopier will be included by the Contractor under the field office item.

High speed internet access will be provided by the Contractor as part of the field office item.

HVEA's Project Engineer will review shop drawings, structural plans, lift plans and submittals.

HVEA will provide nuclear gauge testing for backfilling operations.

HVEA will provide concrete testing for all concrete pours.

Exhibit A, Page 1
Salary Schedule

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

OVERTIME POLICY

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

Exhibit A, Page 2
Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2019			2020												Hours	Rate	Premium Portion of	
		O	N	D	J	F	M	A	M	J	J	A	S	O	N	D			Overtime	Direct Labor
Project Manager	VI (A)																0	\$78.28		\$0.00
Resident/ Office Engineer	IV (A)						170	170	170	170	170	170	170				1190	\$53.56		\$63,736.40
Overtime																	0	\$53.56		\$0.00
Project Engineer	IV (A)			40	40	16	16	16	16	16							160	\$53.56		\$8,569.60
Chief Inspector	IV (N)																0	\$48.55		\$0.00
Office Engineer	III (N)																0	\$46.35		\$0.00
Senior Inspector	III (N)																0	\$42.23		\$0.00
Overtime																	0	\$42.23	\$0.00	\$0.00
Inspector	II (N)						170	170	170	170	170	170					1020	\$35.02		\$35,720.40
Overtime								10	10	10	10						40	\$35.02	\$700.40	\$1,400.80
																	2,410		\$700.40	\$109,427.20

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

1. TRAVEL

a) On-Job Travel -

1 inspectors x 21 days/month x

6 months x

10 miles/day =

\$1,260.00

Total On-Job Travel-

1,260 mi. x

\$0.580 /mi.=

\$730.80

SUBTOTAL, TRAVEL

\$730.80

b) Material Testing - as needed

SERVICES

CONCRETE FIELD TESTING:

- 1 Technician: Complete Field Testing; Including Slump, Air, Temperature, Unit Weight, and Casting Cylinders (ACI Grade I Certified Staff)*
- 2 Compressive Strength Test of Cylinder; Per Cast, Cast by HVEA (ASTM C39)

RATE

UNIT

APPROX QTY

APPROX PRICE

\$

488.00 day

0

\$

-

\$

16.00 each

12

\$

192.00

EARTHWORK TESTING:

- 1 Sieve Analysis of Soil (ASTM D6913)
- 2 Wash Sieve Analysis of Soil (ASTM D1140)
- 3 Particle Size Analysis with Hydrometer (ASTM D422)
- 4 Proctor Analysis (ASTM D698/D1557)
- 5 Organic Content (ASTM D2974)
- 6 pH of Soil (ASTM D4972)
- 7 Flat and Elongated Particles (ASTM D4791)
- 8 Atterberg Limits (ASTM D4318)
- 9 Magnesium Sulfate Soundness (4 Cycles) (ASTM C88)
- 10 Technician (Up to 8 Hours Onsite): Compaction Testing with Nuclear Density Gauge (Certified Technician)*
- 11 Daily Gauge Fee, Per Gauge (Unlimited Tests)

\$

65.00 each

8

\$

520.00

\$

37.00 each

6

\$

222.00

\$

125.00 each

2

\$

250.00

\$

210.00 each

2

\$

420.00

\$

35.00 each

2

\$

70.00

\$

15.00 each

2

\$

30.00

\$

75.00 each

3

\$

225.00

\$

90.00 each

3

\$

270.00

\$

200.00 each

4

\$

800.00

\$

488.00 day

0

\$

-

\$

75.00 day

8

\$

600.00

TRAVEL:

- 1 Travel (Round Trip - Includes Labor & Mileage)
- 2b Sample Pickup, On Site - Rountrip
- 2c Sample Pickup, at Location Off Site (Billed Portal-to-Portal, Plus Mileage at the Current IRS Mileage Rate)

\$

160.00 trip

4

\$

640.00

\$

160.00 trip

4

\$

640.00

\$

55.00 hour

\$

-

PROFESSIONAL STAFF:

- 1 Project Management (Client Coordination, Review Results and Reports)
- 2 Professional Engineer

\$

140.00 hour

4

\$

560.00

\$

210.00 hour

\$

-

*Prices are per technician, per eight (8) hour day between the hours of 6AM and 4PM; Saturday and night rates will be charged at 1.5 times the unit rate. Sunday and Holiday rates will be charged at 2 times the unit rate.

SUBTOTAL, MATERIAL TESTING

\$5,439.00

c) Construction Management Software

13 inspector Months - Appia Construction Estimating Software @

\$158.33 per month

\$2,058.29

1 Inspectors *6 month project = 6

1 Resident/Office thru close out *7 month project = 7

SUBTOTAL, SOFTWARE

\$2,058.29

TOTAL DIRECT NON-SALARY COST

\$8,228.09

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$109,427.20
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$700.40
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$8,228.09
Item III, Overhead, 117% subject to audit	\$128,029.82
Item IV, Fixed Fee (12%) (applied to Items IA & III)	<u>\$28,494.84</u>
Total:	\$274,880.36

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 12, 2019
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2020 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2020 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 12th day of November, 2019, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: _____-2019

OF

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LOCKBOX AGREEMENT AS PART OF
A CASH MANAGEMENT MASTER AGREEMENT WITH TD BANK**

WHEREAS, the re-implementation of lockbox services is part of the broader finance strategy geared toward faster revenue collection and recording; and

WHEREAS, improving efficiencies in the City Collector's department by reducing time spent on mail and recording will free up time resources which will be devoted to the credit card implementation, moving to monthly reconciliations, and increased parking administrative tasks; and

WEHREAS, this Council finds that entering into an agreement for lockbox services is in the best interest of the City of Newburgh;

BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with TD Bank for lockbox services as part of a cash management master agreement.

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RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 24 TEMPLE AVENUE (SECTION 32, BLOCK 3, LOT 8) AT PRIVATE SALE
TO JOHN NOTARO FOR THE AMOUNT OF \$60,000.00**

WHEREAS, by Resolution No. 166-2019, the City of Newburgh authorized the sale of 24 Temple Avenue, being more accurately described as Section 32, Block 3, Lot 8, on the official tax map of the City of Newburgh, to John Notaro for the amount of \$84,900.00; and

WHEREAS, the prospective buyer discovered certain issues during the title search process that created a cloud on title; and

WHEREAS, the prospective buyer is willing to absorb the title-related risks by offering to purchase the property at private sale at a reduced price; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 27, 2019; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
24 Temple Avenue	32 - 3 - 8	John Notaro	\$60,000.00

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

Terms and Conditions Sale

24 Temple Avenue, City of Newburgh (SBL: 32-3-8)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. 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.**
16. 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.

17. 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.
18. 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.
19. 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.
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 **(\$10,000.00)** 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: _____

John Notaro

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 6 LOCUST STREET (SECTION 32, BLOCK 1, LOT 6)
AT PRIVATE SALE TO MELVIN VARGAS FOR THE AMOUNT OF \$25,000.00**

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 6 Locust Street, being more accurately described as Section 32, Block 1, Lot 6 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 17, 2020, 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>
6 Locust Street	32 - 1 - 6	Melvin Vargas	\$25,000.00

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

6 Locust Street, City of Newburgh (SBL: 32-1-6)

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 **2019-2020**, 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 **2019-2020**, 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. 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 **\$1,000.00** 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: _____

MELVIN VARGAS

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 53 SOUTH ROBINSON AVENUE (SECTION 38, BLOCK 6, LOT 1) AT PRIVATE SALE TO FREDI PATRICIO QUEZADA ROMERO AND RUBI D. ORTEGA ROJAS FOR THE AMOUNT OF \$75,000.00

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 53 South Robinson Avenue, being more accurately described as Section 38, Block 6, Lot 1 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 17, 2020, 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>
53 South Robinson Avenue	38 - 6 - 1	Fredi Patricio Quezada Romero Rubi D. Ortega Rojas	\$75,000.00

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

53 South Robinson Avenue, City of Newburgh

(SBL: 38-6-1)

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 2019-2020, 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 2019-2020, 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. 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 **\$5,000.00** 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: _____

FREDI PATRICIO QUEZADA ROMERO

RUBI D. ORTEGA ROJAS

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 50 THOMPSON STREET (SECTION 13, BLOCK 7, LOT 11.2) AT
PRIVATE SALE TO JOSEY SAVINON AND EVAN SAVINON
FOR THE AMOUNT OF \$75,000.00**

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 50 Thompson Street, being more accurately described as Section 13, Block 7, Lot 11.2 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before January 17, 2020, 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>
50 Thompson Street	13 - 7 - 11.2	Josey Savinon Evan Savinon	\$75,000.00

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

50 Thompson Street, City of Newburgh

(SBL: 13-7-11.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, 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 2019-2020, 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. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of \$3,000.00 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: _____

JOSEY SAVINON

EVAN SAVINON

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO WINZLE PARKER FOR THE PREMISES LOCATED AT
121 GIDNEY AVENUE (SECTION 17, BLOCK 7, LOT 4)**

WHEREAS, the City of Newburgh issued a mortgage to Winzle Parker in the principal sum of \$7,202.00 for premises located at 121 Gidney Avenue (Section 17, Block 7, Lot 4), dated May 12, 1987, and recorded in the Orange County Clerk's Office on June 23, 1987 in Liber 2711 at Page 72; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Winzle Parker for premises located at 121 Gidney Avenue (Section 17, Block 7, Lot 4).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

MORTGAGE bearing the date of May 12, 1987, made by Winzle Parker to the City of Newburgh, given to secure payment of the principal sum of \$7,202.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on June 23, 1987 in Liber 2711 at Page 72;

which mortgage has not been further assigned of record.

Dated: _____, 2019

CITY OF NEWBURGH

By: Joseph P. Donat, City Manager
Per Resolution No.:

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

On the _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: _____-2019

OF

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PARTIAL RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MAGALY ORTEGA TO THE PREMISES KNOWN AS
266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42)**

WHEREAS, on September 29, 2017, the City of Newburgh conveyed property located at 266 Carpenter Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 7, Lot 42, to Magaly Ortega; and

WHEREAS, the owner has requested a release of the restrictive covenants number 1, 2, 3, 4, and 5 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.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 266 Carpenter Avenue, (Section 7, Block 7, Lot 42) 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 29, 2017 from THE CITY OF NEWBURGH to Magaly Ortega, recorded in the Orange County Clerk's Office on October 3, 2017, in Liber 14299 of Deeds at Page 671 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: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

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

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO NEWBURGH COMMUNITY IMPROVEMENT CORPORATION
TO THE PREMISES KNOWN AS
61 FARRINGTON STREET (SECTION 18, BLOCK 11, LOT 7)**

WHEREAS, on August 11, 2005, the City of Newburgh conveyed property located at 61 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 11, Lot 7, to Newburgh Community Improvement Corporation; and

WHEREAS, the current owner of the property, HOPN Housing Development Fund Corporation, by its attorney, has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, and 6 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 61 Farrington Street, Section 18, Block 11, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated August 11, 2015, from THE CITY OF NEWBURGH to NEWBURGH COMMUNITY IMPROVEMENT CORPORATION, recorded in the Orange County Clerk's Office on August 15, 2005, in Liber 11918 of Deeds at Page 1333 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

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2019

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.

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN ADDENDUM TO THE AGREEMENT WITH
PROFESSIONAL ACCOUNT MANAGEMENT, LLC
FOR MUNICIPAL PARKING SERVICES AND RELATED EQUIPMENT**

WHEREAS, by Resolution No. 217-2013 of October 28, 2013, the City Council of the City of Newburgh approved an Original Agreement with Professional Account Management LLC (“PAM”) for Municipal Parking Services and Related Equipment Parties to last for 3 years; and

WHEREAS, the Parties entered into an addendum (“Addendum #1”) to the Original Agreement on or about March 17, 2017 that, *inter alia*, extended the terms of the Original Agreement to October 30, 2019; and

WHEREAS, pursuant to paragraph 16 of the Original Agreement, the City provided timely notice of its intent to terminate the Original Agreement to PAM; and

WHEREAS, the City wishes to continue to receive goods and services under the Original Agreement on a month-to-month basis only, and PAM wishes to continue to provide those goods and services under those terms; and

WHEREAS, the Parties wish to amend the Original Agreement to include the changes documented in an Addendum #2, attached hereto and made a part of this resolution; and

WHEREAS, the City Council finds that entering into Addendum #2 with PAM is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into Addendum #2 to the Original Agreement with Professional Account Management LLC for Municipal Parking Services and Related Equipment to continue on a month-to-month basis.

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A SFY 2019-2020 NEW YORK STATE SENATE INITIATIVES PROGRAM GRANT
THROUGH NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY
RENEWAL IN AN AMOUNT NOT TO EXCEED \$60,000.00
TO FUND A HOUSING NEEDS ASSESSMENT**

WHEREAS, the City of Newburgh wishes to apply for a SFY 2019-2020 New York State Senate Initiatives Program Grant administered through the New York State Division of Housing and Community Renewal to fund a Housing Needs Assessment in the City of Newburgh; and

WHEREAS, if awarded, the funding will be used to support existing monies prepare a Housing Needs Assessment for the City of Newburgh that will research and analyze current resident data and the profile of the existing housing stock; solicit input from city residents regarding housing conditions and needs; work closely with Newburgh stakeholder organizations, including city government, to better understand the challenges and opportunities of developing and preserving housing for a range of incomes; and provide pragmatic policy recommendations for equitable housing development that is tailored specifically for Newburgh; and will allow the study to focus on a wider scope of needs, challenges, and income levels and work towards developing an overall vacancy rate for the City; and

WHEREAS, no City match is required; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a SFY 2019-2020 New York State Senate Initiatives Program Grant administered through the New York State Division of Housing and Community Renewal administered by the New York State Division of Housing and Community Renewal in the amount of \$60,000.00 for a Housing Needs Assessment from Senator James Skoufis, with the appreciation and thanks of the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION TO IMPLEMENT A CITY-WIDE
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER
ON OCTOBER 30TH AND 31ST
FROM 9:00 P.M. UNTIL 6:00 A.M.**

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October, 30th and 31st are associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Wednesday, October 30, 2019, and ending at 6:00 a.m. on Friday, November 1, 2019; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

RESOLUTION AMENDING RESOLUTION NO. 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$27,593.00 FROM CONTINGENCY TO FIRE DEPARTMENT-EDUCATION
FOR TUITION REIMBURSEMENTS

WHEREAS, the City of Newburgh Fire Department has tuition reimbursements which were not included in the 2019 budget and Fire Academy tuitions which require payment; and

WHEREAS, this Council finds that the transfer of funds from Contingency to Fire Department–Education to fund the tuition expenses with a 2019 budget amendment is in the best interests of the City of Newburgh;

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

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency–Emergency	<u>\$27,593.00</u>	
A.3412.0463 Fire Department–Education		<u>\$27,593.00</u>
TOTALS:	\$27,593.00	\$27,593.00

RESOLUTION NO.:_____ - 2019

OF

OCTOBER 15, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 28, 2019 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of October, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

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

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

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

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2020 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

RESOLUTION NO.: _____-2019

OF

OCTOBER 15, 2019

**A RESOLUTION REAPPOINTING CHRISTOPHER P. CAMMARATA
TO THE BOARD OF ASSESSMENT REVIEW**

WHEREAS, it is necessary to appoint members to the Board of Assessment Review; and

WHEREAS, each member of such Board serve a five-year term; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Christopher P. Cammarata, to a new five-year term commencing retroactively on October 1, 2019 and expiring on September 30, 2024.

RESOLUTION NO. _____ - 2019

OF

OCTOBER 15, 2019

**A RESOLUTION APPOINTING MONA TOSCANO
CITY OF NEWBURGH POET LAUREATE**

WHEREAS, Mona Toscano was born in the shadow of the Statue of Liberty during World War II in Jersey City, NJ, reared in Hudson County, NJ and lived there until she went to Ladycliff College in Highland Falls, NY and after receiving a Bachelor's in History and secondary teaching certification, worked at the UN and in 1964 and 1965 lived and worked in Europe and returned to Manhattan, married, and did post-baccalaureate studies in psychology following which for twenty years, raised her family in Central New York; and

WHEREAS, in 1996, she returned downstate becoming an urban pioneer when she purchased an historic Liberty Street house in Newburgh, NY near South Street, witnessed the transformation of a new illuminated Newburgh with her pioneer travails assuaged, and now lives in an apartment in an antebellum house off Grand Street with a forty-foot veranda that has the best river views in all of Newburgh; and

WHEREAS, she began writing in middle age through the workshop offerings of the Rome NY Art Center, where she studied under Pulitzer Prize winner, Hayden Caruth, the late Aga Shahid Ali, and Michael Burkard, one of America's New Language poets; and

WHEREAS, her former husband's job relocation to Central New York, circa '79, up-ended a fourteen year career ladder in academia where she had worked as an editor at Pace University and grants officer at Baruch/CUNY, from which she received a Master's of Public Administration, and in the winter-land of Utica/Syracuse NY, she became an art administrator, which included being a Publicist at the Rome Art Center; Director of the Cortland Arts Council; fundraiser for Utica's summer festival; Director at the Mohawk Valley Center for the Arts and, briefly, Director at Orange County Arts Council; and

WHEREAS, from 1999 until 2010, she had an art gallery in the mansard roof area of her Liberty Street home that included an art installation on the first anniversary of 9/11 by Serbian artist, Beka Nanic and a Mother's Day exhibit featuring the controversial Shawn Dell Joyce, 2002 and a showing of Korean photographer/cinematographer, Kee Suun's wild animals of Siberia, 2010; and

WHEREAS, her community activism in Newburgh includes working at Glenn Hines Boys and Girls Club, organizing Newburgh first National Night Out in 2000, and under prompting by Fr. Scafidi, organizing the original board of Newburgh's "Trestle Inc." for the waterfront mural; for exemplary work as a tour guide in 2004 and 2005, she received "The Best Neighbor" Award from

Newburgh for Newcomers and prompted Newburgh Preservation to sell Dutch tulip bulbs as a fundraiser for the Dutch Reformed Church, circa 2007; with a group of visual and Literary artists she staged art on the lawns of St. Mary's Church and the Mount College, and in front of Newburgh's historic court house, exhibiting photos of children—100 Reasons Not to Go to War—as protest to the war in Iraq in September 2010; and

WHEREAS, Mona Toscano's poetry reading in Newburgh began at the Liberty Street art gallery, the Tree of Art, circa 1997 and from that assemblage, she was an originating member of the Hudson River Poets meeting at the Newburgh Library since the late 1990s; she became the theme-study coordinator of HRP, 2013-2017 and published her first limited edition collection of poems "Routes" through the Newburgh's EXLIT small press 2016, a hand-bound production by the Newburgh Bindery; and

WHEREAS, she has published some forty poems in small presses and local publications, having enough poetry for three more chapbooks, including Italian-American poetry and samples appeared in the late ethnic journal "la bella figura" and in "Footworks" of Passaic County Community College; her poetry has been anthologized, including an American/Canadian/Italian anthology; and she is contributor to HRP's anthologies coming out of their reading venue at the Karpelas Museum in Newburgh, 2018 & 2019; and

WHEREAS, she has a few awards to her credit, including first place in a Dorfman Contest (Rome NY) and with a (Syracuse) Comstock Review contest, and has received honorable mention in other poetry contests; and

WHEREAS, she was selected to read her poetry for the City of Newburgh's First 9/11 anniversary program, and accompanied by pianist Neil Alexander, they presented at evening-tide on the porch of the Dutch Reformed Church and she was listed as an "Artist of the Year" in 2002 in the Times Herald Record and awarded a NYSCA Decentralization Award for Poetry in 2003; and

WHEREAS, based on the foregoing, the City Council of the City of Newburgh finds that Mona Toscano holds the qualifications necessary and appropriate to serve as City of Newburgh Poet Laureate, the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh hereby appoints Mona Toscano as the City of Newburgh Poet Laureate; and

BE IT FURTHER RESOLVED, that the honorary position of City of Newburgh Poet Laureate is voluntary in nature and such honorary position shall not be considered an employee, nor an elected official of the City of Newburgh and as such cannot legally bind or obligate the City of Newburgh in transactions with others; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

RESOLUTION NO.: _____ - 2019

OF

OCTOBER 15, 2019

**RESOLUTION CONCERNING THE PROPOSED
DANSKAMMER ENERGY CENTER PROPOSAL**

WHEREAS, Danskammer Energy, LLC (“Danskammer”), seeks a permit through the State’s Article 10 power plant siting process to build and operate a new gas-fired power plant with a potential generating capacity of 525-575 megawatts on the shores of the Hudson River in the Town of Newburgh, referred to as the Facility Repowering Project; and

WHEREAS, the City of Newburgh is a party to the Article 10 process, has received and reviewed presentations on the proposed Facility Repowering Project, and received public comments from City of Newburgh residents and representatives of Danskammer, Scenic Hudson, Hudson Valley Building & Construction Trades Council, Food and Water Watch, and Newburgh’s Conservation Advisory Council expressing concerns and opposition to the project; and

WHEREAS, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates about 5% of the year to meet peak power demand; and

WHEREAS, the new power plant will operate year-round as a base load facility; and

WHEREAS, the new power plant will use fracked natural gas as its primary fuel, with provisions to use ultra-low sulfur diesel (ULSD) for up to 30 days as a back-up fuel; and

WHEREAS, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Newburgh does not seek increased harms on any community, including outside of New York State; and

WHEREAS, fugitive methane from fracking, pipelines, compressor stations and other transport is a highly potent greenhouse gas; and

WHEREAS, gas-powered plants produce pollution that harms local air quality and the public’s health through release of contaminants; and

WHEREAS, children, the elderly and anyone with a pre-existing health condition affecting their lungs, such as asthma or emphysema, are especially vulnerable; and

WHEREAS, the City of Newburgh includes communities and census blocks that qualify as environmental justice communities under state law and therefore are entitled to extra protection to minimize additional harms through public policy decisions affecting their environmental quality; and

WHEREAS, the new gas-powered plant operating at baseload capacity will produce pollution that will fuel the growing climate crisis, contrary to the interests of the City of Newburgh and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040; and

WHEREAS, Danskammer has filed a Preliminary Scoping Statement with the Siting Board, which informs the Siting Board, other public agencies, and communities about the project, including a description of the proposed facility, potential environmental and health impacts, proposed studies to evaluate those impacts, proposed mitigation measures and reasonable alternatives to the project; and

WHEREAS, Danskammer will conduct various studies to identify and evaluate the potential impacts of a project on the environment, public health, and other public interest factors; and

WHEREAS, after the public involvement program and preliminary scoping statement are filed, Danskammer must then submit a formal Article 10 application to the Siting Board, which includes the same information as the preliminary scoping statement but in greater detail; and

WHEREAS, the City Council recognizes that Danskammer is at the beginning of the approval process and must still hire experts, conduct various planned studies, file its Article 10 application, and conduct public hearings before obtaining final approval to construct the project;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, based on the information currently before it, opposes the construction of a new power plant on the Hudson River in the Mid-Hudson Valley; noting that the Council will fully and objectively take into account any new and additional information provided by way of the full formal Article 10 application process; and further noting that for a positive recommendation, such additional information would have to demonstrate the statewide necessity of such additional power generation capacity, as well as the statewide inability to provide any alternative timely sources with lesser negative impacts on air quality and the local economy; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges Governor Cuomo and New York State to focus additional economic development resources into the Hudson Valley to provide prevailing wage jobs for the construction and operation of clean power generation, brownfield clean-up, or other appropriate economic development projects in the Hudson Valley; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh urges Governor Cuomo and the Siting Board convened under Article 10 of the State Public Service Law to consider the concerns stated herein when considering Danskammer's proposal to build and operate a larger, new facility; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to Governor Andrew Cuomo, N.Y. Public Service Commission Chairman John B. Rhodes for entry into the record of public comments of the consideration under state law of Danskammer Energy's applications, and to N.Y. Assembly Member Jonathan Jacobson, and N.Y. Senator James Skoufis.