



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

May 9, 2016
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de asistencia

Communications/Comunicaciones

4. Approval of minutes for the April 25th Council Minutes
5. City Manager Update/ Gerente de la Cuidad pone al dia la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding the agenda/Comentarios del público con respecto a la agenda

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

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

6. Resolution No. 115 - 2016 - LTCP Regulator#2 Upgrades Planning Proposal
Resolution Authorizing the City Manager to Accept a Proposal and Enter into an Agreement for Professional Engineering Services with Arcadis of New York, Inc. for the Regulator No. 2 Improvements Project as part of the Combined Sewer Overflow Long Term Control Plan in an Amount not to Exceed \$72,000.00. (Jason Morris)

Una Resolución Autorizando al Gerente de la Ciudad a aceptar una propuesta y entrar en un Acuerdo para Servicios de Ingeniería Profesional con Arcadis de Nueva York, Inc. Para el proyecto de mejoras del Regulador No. 2 como parte del Plan de Control a Largo Plazo del Desbordamiento del Alcantarillado Combinado en una Cantidad que no Exceda \$72,000.00. (Jason Morris)

Council Request for Action

7. Resolution No. 116 - 2016 - Purchase of 74 Benkard Avenue

Resolution to Authorize the Conveyance of Real Property known as 74 Benkard Avenue (Section 45, Block 2, Lot 12) at Private Sale to Jessica Arias for the Amount of \$5,000.00. (Deirdre Glenn)

Una Resolución que Autorice el Traspaso de Bienes Raíces Conocida como la 74 de la Avenida Benkard (Sección 45, Bloque 2, Lote 12) en una Venta Privada a Jessica Arias por la Cantidad de \$5,000.00. (Deirdre Glenn)

Council Request for Action

8. Resolution No. 117 - 2016 - Little Free Library Unico Park

Resolution Authorizing the City Manager to enter into a License Agreement with the Friends of the Newburgh Free Library, Inc. to Establish a Little Free Library Site in Unico Park (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo Legal con los Amigos de la Biblioteca Libre de Newburgh, Inc. Para Establecer un área para una Pequeña Biblioteca Libre en el Parque "Unico". (Deirdre Glenn)

Council Request for Action

9. Resolution No. 118 - 2016 - Downtown Revitalization Initiative

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a New York State Downtown Revitalization Initiative Grant in an Amount not to Exceed \$10 Million through the Hudson Valley Regional Economic Development Council. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgada una Beca de Iniciativa para la Revitalización del Centro de la Ciudad por parte del Estado de Nueva York en un monto que no exceda \$10 Millones a través del Consejo de Desarrollo Económico Regional del Valle de Hudson. (Deirdre Glenn)

Council Request for Action

10. Resolution No. 119 - 2016 - Elks Club Donation

A Resolution Authorizing The City Manager To Accept A Donation From The

Elks Club Of Newburgh Local Lodge 247 In An Amount Not To Exceed \$2,000.00 To Provide Funding For City Of Newburgh Recreation Department Sponsored Activities. (Derrick Stanton)

Una Resolución Autorizando al Gerente de la Ciudad a Aceptar una Donación del Club de Alces de Newburgh "Local Lodge 247" En Un Monto que no exceda \$2,000.00 para proporcionar fondos para Actividades Auspiciadas por el Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

Council Request for Action

11. Resolution No. 120 - 2016 - Port Security Grant

A resolution authorizing the City Manager to apply for and accept if awarded a fiscal year 2016 FEMA Port Security Program Grant in an amount not to exceed \$25,000 to fund a training program and purchase equipment for the Fire Rescue Boat for the City of Newburgh Fire Department. (Acting Chief Ahlers)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgada una Beca del Programa Seguridad del Puerto FEMA para el año fiscal 2016 en una cantidad que no exceda \$25,000 para financiar un programa de entrenamiento y comprar equipos para el Barco de Rescate de Bomberos para el Departamento de Bomberos de la Ciudad de Newburgh. (Jefe Interino Ahlers)

Council Request for Action

12. Resolution No. 121 - 2016 - CDBG Advisory Committee

Resolution Appointing Members to the Community Development Block Grant Advisory Committee. (Deirdre Glenn)

Una resolución nombrando a miembros para el Comité de Asesoría de Beca de Bloque de Desarrollo Comunitario. (Deirdre Glenn)

Council Request for Action

13. Ordinance No. 1 - 2016 - Nuisance Abatement Time Frames

Ordinance Amending Chapter 226 of the Code of Ordinances Entitled "Performance of Work by City; Abatement" Reducing the Time Frame in Abatement Notices. (Michelle Kelson)

Una Ordenanza Enmendando el Capítulo 226 del Código de Ordenanzas Titulado "Rendimiento de Trabajo por la Ciudad; Abatimiento" Reducir el tiempo en los Avisos de Abatimiento.

Council Request for Action

14. Ordinance No. 2 - 2016 - Disposition of Property of Evicted Tenants

Ordinance Amending Section 263-38 of the Code of Ordinances Entitled "Petitioner of Dispossess Warrant to be Responsible" to Provide for the Immediate Removal of Evicted Tenants' Property from the Sidewalk or Highway. (Tim Kramer)

Una Ordenanza que modifica la Sección 263-38 del Código de Ordenanzas Titulada "Solicitante de Despojo Garantiza a ser Responsable" a proveer el retiro inmediato de pertenencias puestas en la Acera o Carretera de inquilinos que hayan sido desalojados. (Tim Kramer)

Council Request for Action

15. Resolution No. 122 - 2016 - Dedication and Naming of South Street Waterfront Park

A Resolution Of The City Council Of The City Of Newburgh For The Dedication Of The South Street Waterfront Park As Father William "Bill" Scafidi Park And Authorizing The City Manager To Accept Donations To Benefit The Park. (City Council)

Una Resolución del Consejo de la Ciudad de Newburgh para dedicar el Parque de la Marina de la Calle South como el Parque Padre William "Bill" Scafidi y Autorizando al Gerente de la Ciudad a Aceptar Donaciones para Beneficio del Parque. (Consejo de la Ciudad)

Council Request for Action

16. Resolution No. 123 - 2016 - PSOA MOA

A resolution ratifying a Memorandum of Agreement and approving a Collective Bargaining Agreement with the Police Superior Officers Association of Newburgh, New York. (Michelle Kelson)

Una resolución ratificando un Memorando de Acuerdo y aprobando un Acuerdo de Negociación Colectiva con la Asociación Superior de Oficiales

de la Policía de Newburgh, Nueva York. (Michelle Kelson)

Council Request for Action

17. Resolution No. 124 - 2016 - Payment of Claim DOT

A resolution authorizing the City Manager to execute a payment of claim with the New York State Department of Transportation in the amount of \$4,505.87.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamación con el Departamento de Transporte del Estado de Nueva York por la cantidad de \$4,505.87.

Council Request for Action

18. Resolution No. 125 - 2016 - Payment of Claim Floyd Lewis

A Resolution Authorizing The City Manager to Execute A Payment Of Claim With Floyd Lewis In The Amount Of \$3,089.66. (Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar un Pago de Reclamación con Floyd Lewis por la Cantidad de \$3,089.66. (Michelle Kelson)

Council Request for Action

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Public Comments Regarding General Matters of City Business

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: ¹¹⁵_____ - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES
WITH ARCADIS OF NEW YORK INC.
FOR THE REGULATOR NO. 2 IMPROVEMENTS PROJECT
AS PART OF THE COMBINED SEWER OVERFLOW LONG TERM CONTROL
PLAN
IN AN AMOUNT NOT TO EXCEED \$72,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, the City has submitted its Phase I LTCP, the requirements for which will be deemed satisfied upon the approval of the NYS DEC and by Resolution No. 303-2015 of November 23, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Modification Order on Consent approving a Schedule of Compliance for Phase I through V of the LTCP; and

WHEREAS, the Regulator No. 2 Improvements Project is included in the Modification Order Schedule of Compliance for Phase I of the LTCP with a planning phase completion date of September 2, 2016; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the planning phase of the Regulator No. 2 Improvements Project by the Schedule of Compliance completion date of September 2, 2016; and

WHEREAS, the scope of services will include Tasks 1 through 4 of the proposal, inclusive of a project kick-off meeting and site visit, site survey, the development of up to three alternatives to correct and improve the hydraulic flow issues previously identified, and a basis of design report for the selected alternative; and

WHEREAS, the cost of said services to be performed is an amount not to exceed \$72,000.00 and funding for such project shall be derived from the 2015 Capital Plan BAN and Sewer Fund; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. 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 the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the planning phase of the Regulator No. 2 Improvements Project as part of the Phase I Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$72,000.00.

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

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

Subject:

**Proposal for Engineering Services
CSO LTCP Phase I
Regulator No. 2 Improvements**

Water

Dear Mr. Morris:

Date:
March 23, 2016

Arcadis is pleased to provide you with this letter proposal for engineering services for the Regulator No. 2 Improvements Projects, as required by the Order on Consent for the combined sewer overflow (CSO) Long Term Control Plan (LTCP).

Contact:
Robert Ostapczuk

As part of the LTCP Arcadis developed a hydraulic model which was utilized to identify a hydraulic bottleneck in Regulator No. 2 that was a factor in the failure of the West Trunk Sewer. The bottleneck results in flows not being able to enter the CSO outfall sewer and a resulting hydraulic grade line formed upstream. We will utilize the model develop to assess alternatives to correct this hydraulic issues for the City and provide more flow control. We have proposed the following scope of work:

Phone:
518.250.7300

Email:
robert.ostapczuk@arcadis.com

Our ref:
660004881.0000

SCOPE OF WORK

Task 1 Kick Off Meeting and Site Visit

Arcadis will conduct a kickoff meeting to discuss the project scope of work, schedule, and deliverables. Arcadis will prepare an agenda and develop meeting minutes. Arcadis will conduct a site visit to visually observe the structure and field check existing drawings

Task 2 Site Survey

Arcadis will subcontract with a local surveyor to complete a site survey that includes topographical features, surface improvements, utilities marked out by the City of Newburgh, property boundaries and/or ROWs, rims and inverts of sewer manholes, overhead utilities and stream boundaries. Based on the alternatives evaluated in Task 3, Arcadis will subcontract with a geotechnical driller to either perform two soil borings to 40 depth or refusal and/or to perform 12 foot deep geoprobes. Final geotechnical evaluations will be dependent on the feasibility of alternatives. Arcadis will subcontract with a NYS certified Minority or Women Owned Business (M/WBE) to complete the site survey and geotechnical drilling.

Task 3 Planning and Preliminary Engineering

Arcadis will utilize the hydraulic model developed for the CSO LTCP to assess corrective measures to improve flows to the CSO overflow sewer. We will evaluate existing system performance of Regulator No. 2, surrounding interceptors, and overflow pipe for the typical five year period (2000 - 2004). Using this five year simulation, determine the cause (regulator weir undersized suspected) and extents of surcharged interceptors impacted by backwater conditions. In consultation with the City, Arcadis will develop up to three improvement alternatives to eliminate hydraulic bottleneck at Regulator No. 2. We will assess the addition of real-time controls by integrating WWTP influent flows into the control systems of a modulating sluice gate. Arcadis will perform constructability and operability reviews on each alternative and assess long term options for regulator maintenance and bypassing.

Each alternative's system performance and ability to eliminate surcharging in surrounding interceptors for the typical five year period (2000 - 2004) will be evaluated. Arcadis will develop budgetary cost estimates for each alternative. Budgetary estimates will be prepared in accordance with the American Association of Cost Estimators (AACE) Class 4 Estimate with an expected accuracy range of +50% to -30%. Arcadis will summarize hydraulic findings of alternative analysis and select a preferred alternative during a workshop. Modeling staff will be included via skype.

After an alternative is selected during consultations with the City, Arcadis will optimize the alternative configuration for typical year (2002) and assess the impacts during 100 and 500 year storm events. We will summarize the analysis and conclusions in a 1-2 page technical memorandum with supporting graphics.

Task 4 Basis of Design Report

Based on the selected alternative outlined under Task 3, Arcadis will develop a Basis of Design Report to concisely summarize the improvements recommended at Regulator No. 2. The basis of design report will be prepared in accordance with NYS EFC guidance if the City elects to pursue CW SRF funding or financing and includes the preliminary engineering technical memorandum as a section on alternatives. Arcadis will outline permitting requirements including SEQR, including SHPO and endangered species, NYS DEC wastewater facilities approval, Joint ACE and NYS DEC stream disturbance (based on the proximity to the Quassaick Creek), and NYS EFC (if required). The Basis of

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Mr. Jason Morris
March 23, 2016

Design Report will include conceptual site layouts, arrangement drawings, hydraulic profiles, P&IDs, and equipment and material selections.

Task 5 Prepare Bid Documents

Arcadis will prepare Bid Documents for regulatory approval and bidding purposes for the Regulator No. 2 improvements. The Bid Documents will be comprised of both Drawings and a Project Manual. They will be developed as a single prime contract in accordance with Wick's Law. Arcadis will provide the City with review submittals at 60% and 90% design development phases for review and comment.

Due to the unknown nature of the extent of structural improvements required to be completed at Regulator No. 2, we have included an allowance for structural engineering to be included if required. The extent of structural engineering efforts will be determined upon the finalization of Task 3.

Arcadis will update the cost estimate at the 60% (AACE Class 4) and 90% (ACEE Class 3) submittals.

Task 6 Regulatory Approval and Permitting

Pirnie/ARCADIS will submit three sets of half sized Bid Documents and Basis of Design Report to the NYS DEC and/or NYS EFC on behalf of the City. We will submit the 90% Bid Documents and upon receipt of comments from both the City and regulatory agencies, Arcadis will finalize the Bid Documents and prepare comment response correspondence. Only one comment response letter has been included in the budget. Arcadis will solicit a determination letter from the SHPO on cultural resources and the USFWS for endangered species in support of the preparation of a Short Form EAF for City Council action. If required, Arcadis will prepare and submit a Joint Application for Stream Bank Disturbance.

Task 7 Bidding Assistance

Arcadis will assist the City with bidding the project. We will prepare Bid Documents on CD-ROM media for electronic bidding. We will prepare an advertisement of bids for the City to advertise for their legal notification. We will submit the Bid Documents up to three construction plan rooms for advertisement. We will conduct a pre-bid meeting with prospective bidders. Arcadis will accept prospective bidders' requests for clarifications and prepare and distribute addenda as required. Arcadis will attend the bid opening, tabulate bids and make a recommendation of award.

Task 8 Construction Administration

Arcadis will consult with and advise City and act as City's representative throughout the construction of the Regulator No. 2 Improvements. All of City's instructions to Contractor will be issued through Arcadis who will have authority to act on behalf of City.

We will prepare agreements for the Contract for the City's execution with the Contractor. Arcadis will issue Notices to Proceed to the Contractor in accordance with the Contract Documents. We will schedule and conduct a pre-construction conference with the Contractor, representatives of the City, and any

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regulatory and/or funding agency representatives as required. We will prepare and distribute meeting minutes.

Arcadis will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by City, if appropriate.

Arcadis will review and approve (or take other appropriate action) Shop Drawings, samples, and other data which the Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Arcadis limits reviews of shop drawings to two reviews for all shop drawings in total. We will evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

Based on on-site observations and on review of applications for payment and the accompanying data and schedules, Arcadis will:

- Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to City that the Work has progressed to the point indicated and that, to the best of our knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.
- In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to any subsequent adjustments allowed by the Contract Documents.

Arcadis shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Arcadis' own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained herein shall be construed to release Arcadis from liability for failure to properly perform the duties and responsibilities assumed by Arcadis in the Contract Documents.

Task 9 Progress Meetings and Periodic Site Visits

Arcadis will schedule and attend biweekly progress meetings at the site to facilitate coordination between Contractors, update construction schedules, discuss progress of the work, requests for information, and any proposed field or change orders. We will make visits to the site at intervals appropriate to the various stages of construction, as Arcadis deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractors' work.

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Mr. Jason Morris
March 23, 2016

We will conduct an inspection to determine if the work is substantially complete, for each milestone, and a final inspection to determine if the completed Work is acceptable so that Arcadis may recommend, in writing, final payment to Contractor. We will prepare and distribute a punch list prior to the final inspection.

Task 10 Construction Inspection

Arcadis will perform part time inspection services on behalf of the City. The construction inspector will be our agent or employee and under our supervision. The purpose of representation by the Construction Inspector at the site will be to provide for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

Arcadis shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall Arcadis have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. Arcadis can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

During its visits, we may disapprove of or reject the Work while it is in progress if Arcadis believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

We will have a Construction Inspector on site a minimum of one day a week depending on construction activities. The level of part time inspection will depend on the Contractor and the methods they employ. Arcadis will subcontract with an M/WBE subcontractor to complete the inspections if requested by the City.

Task 11 Contractor's Completion Documents

Arcadis will receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents, which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. We will transmit the documents to City with written comments and certification of the work in the general accordance of the Contract Documents

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Mr. Jason Morris
March 23, 2016

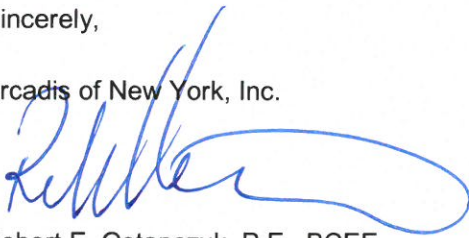
FEES

In order to fully develop budget costs for the engineer and construction administration of this project, Arcadis has developed a budget for Tasks 1 through 4, which will advance the design to a 30% level of effort in order to fully assess the alternatives available to the City. Arcadis proposes to complete the scope of work for Task 1 through 4 on a not to exceed time and material basis for a total budget of \$72,000. Please see the attached breakdown of effort by task. Upon completion of Task 4, Arcadis can provide a budget for the remaining tasks once the level of engineering design and construction duration can be defined. Upon execution of an agreement, Arcadis will complete Tasks 1 through 4 prior accordance with the schedule of compliance included in the Order on Consent requiring planning to be complete on or before September 2, 2016.

If you have questions, please do not hesitate to call me 518.250.7305 at your earliest convenience so that I can be of further assistance.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E., BCEE

Associate Vice President

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

PROJECT BUDGET

**City of Newburgh
Newburgh, New York**

Regulator No. 2 Improvements Project

DESCRIPTION	12	11	9	8	7	6	5	CADD	Hours Per Task	Labor Cost per Task
Task 1 - Kick Off Meeting and Site Visit	0	4	0	12	0	20	0	0	36	\$4,327.60
Task 2 - Site Survey and Geotechnical Investigation	0	2	0	12	12	0	0	24	50	\$3,961.80
Task 3 - Preliminary Engineering	2	12	20	40	60	12	0	0	146	\$19,319.20
Task 4 - Basis of Design Report	2	12	16	24	20	40	24	60	198	\$19,034.00
TOTAL LABOR HOURS	4	30	36	88	92	72	24	84	430	
TOTAL DIRECT LABOR COSTS	\$1,364	\$6,417	\$6,138	\$10,912	\$9,982	\$7,142	\$2,083	\$2,604	\$46,643	

Subtotal Labor	\$46,643
Survey Allowance	\$15,000
Geotechnical Allowance:	\$10,000
Misc Expenses:	\$357
TOTAL	\$72,000

RESOLUTION NO.: 116 - 2016

OF

MAY 9, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 74 BENKARD AVENUE (SECTION 45, BLOCK 2, LOT 12)
AT PRIVATE SALE TO JESSICA ARIAS FOR THE AMOUNT OF \$5,000.00**

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 74 Benkard Avenue, being more accurately described as Section 45, Block 2, Lot 12 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 August 8, 2016, being 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>
74 Benkard Avenue	45 – 2 – 12	Jessica Arias	\$5,000.00

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

74 Benkard Avenue, City of Newburgh (45-2-12)

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 property is sold subject to unpaid school taxes for the tax year of 2015-2016, 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 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. 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. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the properties are vacant and unoccupied. These parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. 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.
9. 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 successful purchaser following the closing of sale.
10. 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.
11. 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 on or before August 8, 2016. *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. 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. 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 their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. 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 has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, 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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording 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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
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 auction date. If such conveyance occurs, the 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.

RESOLUTION NO.: 117 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE
AGREEMENT WITH THE FRIENDS OF THE NEWBURGH FREE LIBRARY, INC.
TO ESTABLISH A LITTLE FREE LIBRARY SITE IN UNICO PARK**

WHEREAS, The City of Newburgh owns certain property known as Unico Park within the larger Newburgh Landing Park located at 70 Front Street along the Newburgh waterfront and identified on the City tax map as Section 51, Block 1, Lot 3; and

WHEREAS, The Friends of the Newburgh Free Library, Inc. has requested access to Unico Park for the purpose of establishing a Little Free Library site at Unico Park which would be a small lending library, dedicated to promoting literacy and a love of reading based on the concept "take a book, leave a book" in which users are encouraged to take a book, read it and return it to choose another; and

WHEREAS, Friends of the Newburgh Free Library, Inc. will undertake the cost of construction and installation and will visit the site periodically to monitor and restock books and the City of Newburgh will not incur any financial or staffing costs associated with the proposal; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of establishing a Little Free Library at Unico Park 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 a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Friends of the Newburgh Free Library, Inc. to allow access to City owned property known as Unico Park located within Newburgh Landing Park for the purpose of establishing a Little Free Library.

LICENSE AGREEMENT

This Agreement, made this ____ day of _____, two thousand and sixteen, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and THE FRIENDS OF THE NEWBURGH FREE LIBRARY, a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 124 Grand Street, Newburgh, New York 12550 as "LICENSEE";

WITNESSETH THAT:

Section 1. Grant and Term of License. Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, a revocable non-exclusive license or privilege of gaining access to, performing work and constructing a structure upon Licensor's property located at Unico Park within Newburgh Landing Park, 70 Front Street, in the City of Newburgh, New York, and more accurately described as Section 51, Block 1, Lot 3 on the official tax map of the City of Newburgh and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, in connection with constructing a structure to sit on a post which will be set inside a concrete footing with rough dimensions of approximately 20 inches wide, 12 inches deep, and 20 inches long and will be weatherproof and landscaped, for the purposes of establishing a Little Free Library; to perform maintenance and repairs to said structure on property owned by Licensor; to maintain landscaping and any and all other work appurtenant thereto; and to monitor said structure for use as a lending library by the general public. The Term of said license will be five (5) years from the date of execution of this License Agreement through December 31, 2021.

Section 2. Purpose. Licensee shall construct the structure for use as a lending library known as a Little Free Library solely for the purpose of borrowing and returning library books by the general public and for no other purposes whatsoever.

Section 3. Construction, maintenance, repair, and replacement of Little Free Library; compliance with laws, rules and regulations.

- a. Licensee shall install, repair and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor.
- b. The Licensee shall be responsible for all costs of construction, maintenance, repair and replacement (if required) of the structure to be known as the Little Free Library and to keep it in good, safe, and working condition throughout the term of this License.
- c. The Licensee shall be responsible for keeping the Little Free Library in compliance with all applicable Federal, State, County, and City laws, ordinances, rules, and regulations throughout the term of this License, including but not limited to obtaining all necessary permits and licenses.

Section 4. Insurance; defense and indemnity. Licensee will throughout the term of this License Agreement annually produce evidence of and maintain public liability and property damage insurance coverage per occurrence in amount of \$1,000,000, naming Licenser as additional insured. Licensee shall defend, indemnify, and hold Licenser, its officers, employees, and agents harmless against any and all claims, actions, proceedings, and lawsuits brought against one or more of them in connection with or related to Licensee's, its officers', employees', volunteer' and agents' use of the Little Free Library and adjoining property owned by Licenser.

Section 5. Assignment of License; no sub-licensing. In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the Licenser. Licensee may not sub-license this License to any other party.

Section 6. Termination of License. Either party may terminate this License prior to December 31, 2021, with or without cause, on at least thirty (30) days prior written notice to the other party. In the event of such termination by either party, Licensee shall not be entitled to reimbursement of any of its costs including but not limited to those for construction, maintenance, repair, and replacement of the structure. Upon termination, Licensee and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Section 7. New York law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York State Supreme Court, Orange County.

Section 8. No Vested Rights to Land. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 9. Bind and Enure. This License shall bind and enure to the benefit of the parties' respective successors and assigns. Licenser acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: _____ of _____.

CITY OF NEWBURGH

By: _____

MICHAEL G. CIARAVINO

City Manager

Per Resolution No. _____

FRIENDS OF THE NEWBURGH FREE LIBRARY, INC.

By: _____

Approved as to Form:

JOHN J. ABER
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

The Newburgh Friends of the Library is interested in establishing a Little Free Library site at Unico Park on the waterfront. These small lending libraries, numbering over 36,000 worldwide, are dedicated to promoting literacy and a love of reading. The concept is simple-“Take a book, leave a book.” Users are, we hope, encouraged to take a book, read it, and return it to choose another. Our group will be certain to choose appropriate titles and subjects.

The Friends of the Library is willing to pay for the cost of construction and installation and will visit the site periodically (perhaps weekly) to monitor and restock books. The City of Newburgh will not incur any costs, either in financial terms or in manpower.

The basic structure will sit on a post which will be set inside a concrete footing. Its rough dimensions will be approximately 20 inches wide, 12 inches deep, and 20 inches long. The post will be at a height which can be easily accessed by children. The structure itself will be weatherproof and can be landscaped with a small flowerbed around it. Some examples of existing ones can be seen at the littlefreelibrary.org. Website.

We would like, with your approval, to get this project started for the spring of this year. The return of warm weather brings thousands of people to the Newburgh waterfront and we hope that our project will attract and further enhance this scenic location. If this project should prove successful, we envision other spots throughout the city strengthening our sense of a shared community.

Thomas Franco,

Friends of the Newburgh Library

124 Grand Street

Newburgh, NY 12550

The Newburgh Friends of the Library is interested in establishing a Little Free Library site at Unico Park on the waterfront. These small lending libraries, numbering over 36,000 worldwide, are dedicated to promoting literacy and a love of reading. The concept is simple-“Take a book, leave a book.” Users are, we hope, encouraged to take a book, read it, and return it to choose another. Our group will be certain to choose appropriate titles and subjects.

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Thomas Franco,

Friends of the Newburgh Library

124 Grand Street

Newburgh, NY 12550

RESOLUTION NO.: 118 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE DOWNTOWN REVITALIZATION
INITIATIVE GRANT IN AN AMOUNT NOT TO EXCEED \$10 MILLION
THROUGH
THE HUDSON VALLEY REGIONAL ECONOMIC DEVELOPMENT COUNCIL**

WHEREAS, The Downtown Revitalization Initiative (DRI) will invest \$10 million in each of 10 communities ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families and the program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs); and

WHEREAS, each REDC will nominate one downtown in their region best positioned to take advantage of the DRI using a template to nominate downtowns by June 30, 2016; and

WHEREAS, the City of Newburgh proposes to submit a joint application with the Newburgh Community Land Bank, Safe Harbors of the Hudson Valley, the Boys and Girls Club of Newburgh, Inc. and SUNY Orange; and

WHEREAS, the downtown, for the purposes of this grant, will be defined as generally along Broadway from Lander Street to Colden Street; and

WHEREAS, the goal of the Initiative is to provide technical support to the selected downtown from State and private sector planning experts and a locally established committee to create and implement a strategic investment plan utilizing local assets and opportunities to build a vision for a revitalization unique to each downtown and to include economic development, transportation, housing and community projects that align with the vision and can be leveraged for additional investment; and

WHEREAS, the Council has determined that applying for and, if awarded, accepting such grant funds is in the best interest of the City of Newburgh residents and local businesses;

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 apply for and accept if awarded a grant from the Downtown Revitalization Initiative through the Hudson Valley Regional Economic Development Council in an amount not to exceed ten million (\$10,000,000) Dollars.



Regional Economic Development Councils



Downtown Revitalization Initiative



Office of Planning
and Development



Homes and
Community Renewal



DOWNTOWN REVITALIZATION INITIATIVE

Description

The Downtown Revitalization Initiative (DRI) will invest \$10 million in each of 10 communities ripe for development to transform them into vibrant communities where tomorrow's workforce will want to live, work and raise families. The program emphasizes using investments to reinforce and secure additional public and private investments proximal to, and within, downtown neighborhoods, and in doing so will build upon growth spurred by the Governor's Regional Economic Development Councils (REDCs).

Cesar A. Perales has been designated Chairman to lead the initiative. Private sector experts and planners from the Department of State (DOS), with support from other state agencies, will assist selected municipalities in building strategic investment plans and identifying key projects consistent with the DRI's program goals.

Downtown Identification

Each REDC will nominate one downtown in their region best positioned to take advantage of the DRI. The REDCs will use a [template](#) to nominate downtowns by June 30, 2016. The REDC may utilize an existing subcommittee or form a specific subcommittee to advance this project. The REDC may gather public input on downtowns under consideration.

REDCs will weigh, at a minimum, the criteria below when nominating downtowns:

- 1) Downtowns should be compact, with well-defined boundaries. There is no minimum or maximum size for downtowns. Downtowns can range from a corridor or block(s) of a neighborhood to the municipality's traditional central business district. However, core neighborhoods beyond the central business district are also eligible. For example, an arts or entertainment district could be the focus of the DRI, however, it should be shown how these areas complement existing downtowns.
- 2) The municipality, or the downtown's catchment area, should be of a size sufficient to support a vibrant, year-round downtown. In analyzing this, REDCs should consider whether there is a sizeable existing or increasing population within easy reach for whom this would be the primary downtown destination.
- 3) Downtowns should be selected that are able to capitalize on prior, or catalyze future, private and public investment in the neighborhood and its surrounding areas. When evaluating a downtown for nomination, the REDCs should consider:
 - The presence of nearby investments planned or undertaken through the REDCs or with other public or private funding;
 - Continuity with the REDC's previously articulated vision for the area/region and consistency with recent planning efforts for the area;
 - The existence of developable properties within the downtown, including properties that can be utilized for affordable housing;

- The growth potential and community involvement of anchor institutions in or near the downtown;
 - The municipality's current investment commitment to the downtown, including through business improvement districts or partnerships with non-profits;
 - The ability of existing infrastructure to support development of the downtown, and the potential to maximize recent infrastructure upgrades;
 - Application of Smart Growth principles; and
 - Investments in arts and cultural institutions and activities.
- 4) A crucial part of the selection of a downtown is the recent or impending job growth within, or in close proximity to, the downtown. The attraction of professionals to an active life in the downtown will support redevelopment and make growth sustainable in the long-term. In evaluating job growth near the downtown, REDCs should consider:
- The presence of major job-creating projects and initiatives near the downtown;
 - The existence of new and expanding employers;
 - Whether new and existing jobs are accessible from the downtown by foot or via public transit; and
 - The diversity in area job opportunities, with different salaries/entry levels and potential for mobility between jobs.
- 5) The downtown must be an attractive and livable community for diverse populations of all ages, including millennials and skilled workers. In evaluating this, REDCs should consider whether the downtown contains, or could contain, the following physical properties and characteristics:
- Developable mixed-use spaces;
 - Housing at different levels of affordability and type;
 - Commercial and retail main street businesses, including healthy and affordable food markets;
 - Multi-modal transit;
 - Walkability and bikeability, within the downtown and connecting the downtown to surrounding open space networks and regional destinations;
 - Accessible recreation amenities, parks and gathering spaces;
 - Access to health care facilities;
 - Cultural and entertainment amenities; and
 - Broadband accessibility.
- 6) The downtown should already embrace or have the ability to create and implement policies that increase livability and quality of life, including through:
- Downtown plans;
 - Modern zoning and parking standards;
 - Management structure, such as a Downtown Manager or Downtown Business Improvement District;
 - Complete Streets plans and laws;
 - Transit-oriented development;
 - Land banks;
 - Energy-efficiency;
 - Smart Cities innovation; and
 - An inclusive environment for New Americans.

- 7) Downtowns must have sufficient local community and public official support in order to develop and implement their strategic investment plan. Local leaders and stakeholders who are committed to working together on a plan and the initial local lead should be identified.

Strategic Investment Plans

DOS will rapidly launch the DRI Fast Track Planning Initiative in July 2016 following certification of 10 downtowns. The communities will enjoy technical support from both state and private sector planning experts and a locally established committee. Private sector planning experts will be paid out of the \$10 million awards (up to \$300,000 per community), with the remainder of the award utilized to implement the plan. For downtowns that identify a need for healthy and affordable food markets, up to \$500,000 of implementation funding will be available statewide for projects that are consistent with the Healthy Food/Healthy Communities Initiative.

The strategic investment plans will examine local assets and opportunities to build a vision for revitalization unique to that downtown. The plans will include identification of economic development, transportation, housing, and community projects that align with that vision and can be leveraged for additional investment.

Work on the strategic investment plans will be overseen by a local DRI Planning Committee. This committee should include representatives from a number of the following interest groups and organizations:

- The REDC for the municipality's region;
- Local and regional government officials;
- Neighborhood associations, homeowners, and renters;
- Property owners, local developers, and realtors;
- Chambers of commerce, local business associations, and business owners;
- Community foundations and community loan funds;
- Local development corporations, housing corporations, Industrial Development Agencies, and business improvement districts;
- Cultural institutions, including museums, historic sites, theaters, etc.;
- Educational institutions, including administrative and student leadership of area universities and colleges;
- Local non-profit and advocacy organizations that address quality of life (i.e. bicycle coalitions, park conservancies, arts organizations, YMCA, etc.);
- Social and public service organizations (local police, health care providers, etc.); and
- Faith-based organizations.

While strategic investment plans will be individualized to ensure sustainable growth in each unique downtown, fundamental goals include:

- 1) Creation of an active, desirable downtown with a strong sense of place;
- 2) Attraction of new businesses (including "Main Street" businesses), high-paying jobs, and skilled workers;
- 3) Arts and cultural attractions;
- 4) A diverse population, with residents and workers supported by complementary housing and employment opportunities;
- 5) An enhanced local property tax base; and
- 6) Amenities to support and enhance downtown living and quality of life.

Strategic investment plans will also consider, as appropriate for each community, the municipality's ability to create or improve these elements of the selected downtown, through policies as well as specific projects:

- Proximity and accessibility to daily destinations - particularly jobs and different housing types;
- Density in the downtown - compact zoning and building;
- Diversity in land uses and a zoning code enabling a mix of uses;
- Transit-oriented development with access to reliable public transit (within ½ mile of the downtown);
- Walkability/bikeability;
- Sustainable, energy-efficient development that aligns with the goals of the State Energy Plan;
- Smart Cities innovations that lower local government costs while improving municipal service delivery;
- Presence of and collaboration with anchor institutions in or near the downtown;
- Existence of healthy and affordable food markets;
- Accessible parks, public gathering spaces, and entertainment amenities;
- Inclusiveness of New Americans; and
- Demonstrations of support from key stakeholders and local capacity for implementation.

DOWNTOWN REVITALIZATION INITIATIVE – DOWNTOWN TEMPLATE

CLICK [HERE](#) FOR A FORM FILLABLE VERSION OF THIS DOCUMENT

THIS TEMPLATE IS PROVIDED AS GENERAL GUIDANCE AND THE MINIMUM CRITERIA NECESSARY FOR THE REDCS TO EVALUATE AND SELECT A DOWNTOWN NEIGHBORHOOD. INDIVIDUAL REDCS MAY REQUEST ADDITIONAL INFORMATION AS PART OF THEIR SELECTION PROCESS. PLEASE CHECK YOUR SPECIFIC REGIONAL COUNCILS WEBSITE FOR ADDITIONAL CRITERIA. WWW.REGIONALCOUNCILS.NY.GOV

BASIC INFORMATION

Regional Economic Development Council (REDC) Region: Click here to enter text.

Municipality Name: Click here to enter text.

Downtown Name: Click here to enter text.

County: Click here to enter text.

Downtown Description - Provide an overview of the downtown and summarize the rationale behind nominating this downtown for a Downtown Revitalization Initiative (DRI) award):

Click here to enter text.

DOWNTOWN IDENTIFICATION

This section should be filled out with reference to the criteria set forth in the DRI Guidelines.

- 1) Boundaries of the Downtown Neighborhood.** Detail the boundaries of the targeted neighborhood, keeping in mind that there is no minimum or maximum size, but that the neighborhood should be compact and well-defined. Core neighborhoods beyond a traditional downtown or central business district are eligible, if they can meet other criteria making them ripe for investment.

Click here to enter text.

- 2) Size.** Outline why the downtown, or its catchment area, is of a size sufficient to support a vibrant, year-round downtown, with consideration of whether there is a sizeable existing, or increasing, population within easy reach for whom this would be the primary downtown.

Click here to enter text.

- 3) Past Investments & Future Investment Potential.** Describe how this downtown will be able to capitalize on prior, and catalyze future, private and public investment in the neighborhood and its surrounding areas.

Click here to enter text.

- 4) **Job Growth.** Describe how recent or impending job growth within, or in close proximity to, the downtown will attract professionals to an active life in the downtown, support redevelopment, and make growth sustainable in the long-term.

[Click here to enter text.](#)

- 5) **Attractiveness of the Downtown.** Identify the properties or characteristics the downtown possesses that contribute or could contribute, if enhanced, to the attractiveness and livability of the downtown. Consider, for example, the presence of developable mixed-use spaces, housing at different levels of affordability and type, healthy and affordable food markets, walkability and bikeability, and public parks and gathering spaces.

[Click here to enter text.](#)

- 6) **Policies to Enhance Quality of Life.** Articulate the policies in place that increase the livability and quality of life of the downtown. Examples include the use of local land banks, modern zoning codes, complete streets plans, or transit-oriented development. If policies achieving this goal are not currently in place, describe the ability of the municipality to create and implement such policies.

[Click here to enter text.](#)

- 7) **Local Support.** Set forth the local and community support that exists for the revitalization of this downtown and the commitment among local leaders and stakeholders to building and implementing a strategic investment plan. Identify an initial local lead for the program that will work with outside experts to convene a local DRI Planning Committee to oversee the plan.

[Click here to enter text.](#)

- 8) **Other.** Provide any other information that informed the nomination of this downtown for a DRI award.

[Click here to enter text.](#)



Regional Economic Development Councils

A Division of Empire State Development

DOWNTOWN REVITALIZATION INITIATIVE – DOWNTOWN TEMPLATE

CLICK [HERE](#) FOR A FORM FILLABLE VERSION OF THIS DOCUMENT

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WWW.REGIONALCOUNCILS.NY.GOV

BASIC INFORMATION

Regional Economic Development Council (REDC) Region: Click here to enter text.

Municipality Name: Click here to enter text.

Downtown Name: Click here to enter text.

County: Click here to enter text.

Downtown Description - Provide an overview of the downtown and summarize the rationale behind nominating this downtown for a Downtown Revitalization Initiative (DRI) award):

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This section should be filled out with reference to the criteria set forth in the DRI Guidelines.

- 1) Boundaries of the Downtown Neighborhood.** Detail the boundaries of the targeted neighborhood, keeping in mind that there is no minimum or maximum size, but that the neighborhood should be compact and well-defined. Core neighborhoods beyond a traditional downtown or central business district are eligible, if they can meet other criteria making them ripe for investment.

Click here to enter text.

- 2) Size.** Outline why the downtown, or its catchment area, is of a size sufficient to support a vibrant, year-round downtown, with consideration of whether there is a sizeable existing, or increasing, population within easy reach for whom this would be the primary downtown.

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[Click here to enter text.](#)

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[Click here to enter text.](#)

- 6) **Policies to Enhance Quality of Life.** Articulate the policies in place that increase the livability and quality of life of the downtown. Examples include the use of local land banks, modern zoning codes, complete streets plans, or transit-oriented development. If policies achieving this goal are not currently in place, describe the ability of the municipality to create and implement such policies.

[Click here to enter text.](#)

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[Click here to enter text.](#)

- 8) **Other.** Provide any other information that informed the nomination of this downtown for a DRI award.

[Click here to enter text.](#)

RESOLUTION NO.: 119 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION
FROM THE ELKS CLUB OF NEWBURGH LOCAL LODGE 247
IN AN AMOUNT NOT TO EXCEED \$2,000.00 TO PROVIDE FUNDING
FOR CITY OF NEWBURGH RECREATION DEPARTMENT SPONSORED ACTIVITIES**

WHEREAS, the Elks Club of Newburgh Local Lodge 247 is a fraternal organization composed of a group of dedicated persons who invest in their communities through programs that help children grow up healthy and drug-free, by undertaking projects that address unmet need and by honoring the service and sacrifice of our veterans by providing charitable services that help build stronger communities and to improve the quality of life of the citizens of the City of Newburgh; and

WHEREAS, the Elks Club of Newburgh wishes to make a donation in an amount not to exceed \$2,000.00 to provide funding for City of Newburgh Recreation Department Sponsored Activities; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh and its youth;

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 donation from the Elks Club of Newburgh Local Lodge 247 in an amount not to exceed \$2,000.00 to provide funding for City of Newburgh Recreation Department Sponsored Activities with the thanks of this Council on behalf of itself and of the children and families of the City of Newburgh.

RESOLUTION NO.: 120 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A FISCAL YEAR 2016 FEMA PORT SECURITY PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$25,000.00
TO FUND A TRAINING PROGRAM AND PURCHASE EQUIPMENT
FOR THE FIRE RESCUE BOAT FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2016 Federal Emergency Management Agency ("FEMA") Port Security Grant Program to fund a training program and purchase equipment for the new fire rescue boat; and

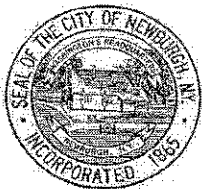
WHEREAS, said grant, if awarded, will support the well-being and safety of our community by funding equipment procurement and training to enhance community protection from fire; and

WHEREAS, if awarded, such funding will provide for a training program and the purchase of training equipment; and

WHEREAS, if awarded, said grant will provide funding in an amount not to exceed \$25,000.00 with no City match; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

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 such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2016 FEMA Port Security Program Grant in an amount not to exceed \$25,000.00 with no City match required to fund a training program and purchase equipment for the new fire rescue boat for the City of Newburgh Fire Department.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Fire Boat	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Acting Chief Terry Ahlers
NAME OF GRANT/NAME OF AWARDING AGENCY: Port Security	GRANT SUBMITTAL DATE: May 25 th 2016	AMOUNT OF AWARD: \$25,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match this amount	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: _____ To purchase a equipment and training for new fire boat
Key Stakeholders: _____ Fire Department _____

Project Timeline: (ex. Dates) ____ Award can be used up to three years Starting September 1, 2016 awarding until August 31, 2019 announcement website below. The funds would be used for a training program as well as a tracking program and maintenance for boat.

http://www.fema.gov/media-library-data/1455573875236-07ce03a778118ecc2ead8e1aae84185e/FY_2016_PSGP_NOFO_FINAL.pdf



City of Newburgh

GRANT APPLICATION FORM

SECTION B: FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO.: 121 - 2016

OF

MAY 9, 2016

**A RESOLUTION APPOINTING MEMBERS
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY COMMITTEE**

WHEREAS, the City of Newburgh is awarded Community Development Block Grant (“CDBG”) funds by the Department of Housing and Urban Development (“HUD”) to support community development projects; and

WHEREAS, the rules and regulations of HUD require the City to appoint a committee to give guidance and advice with respect to the expenditure of CDBG funds for community development projects; and

WHEREAS, pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members who will serve two year staggering terms:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

WHEREAS, it is necessary to appoint members to such CDBG Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members to the CDBG Advisory Committee, effective immediately, to serve the terms indicated as follows:

1. Community Member for a term commencing May 10, 2016 and ending December 31, 2016
 - a. Roxy Royal
 - b. Tammie Hollins
 - c. Barbara Smith
2. Community Member for a term commencing May 10, 2016 and ending December 31, 2017
 - a. Lizzette Martinez - Community Member

3. Professional Practitioner for a term commencing May 10, 2016 and ending December 31, 2016
 - a. Lisa Silverstone - Professional Practitioner
4. Community Member for a term commencing May 10, 2016 and ending December 31, 2017
 - a. Leslie Hoffman
 - b. Regina Cieslak
5. City Council Member for a term commencing May 10, 2016 and ending December 31, 2016
 - a. Judy Kennedy - City Mayor
6. City Employee who is a staff member of the Department of Planning and Development for a term commencing May 10, 2016 and ending December 31, 2017
 - a. Deirdre Glenn - Director of Planning and Development

ORDINANCE NO.: 1 - 2016

OF

MAY 9, 2016

AN ORDINANCE AMENDING CHAPTER 226 OF THE CODE OF ORDINANCES
ENTITLED "PERFORMANCE OF WORK BY CITY; ABATEMENT" REDUCING THE
TIME FRAME IN ABATEMENT NOTICES

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 226, "Performance of Work by City; Abatement", be and is hereby amended as follows:

SECTION 1. Chapter 226. Performance of Work by City; Abatement

§226-1. Abatement Notice.

B. The abatement notice shall contain a description of the premises, specify the provisions of the City Code deemed to have been violated, require the owner to correct the condition within ~~twenty (20)~~ seven (7) days of the date of such notice, and provide that if the owner fails to do so, the City or the City's contractor may undertake or cause to be undertaken the required work, repair, or demolition and the City shall assess a lien against the property for the cost of the work, repair, or demolition together with an additional fifteen (15%) percent administrative fee for costs of inspection and other incidental costs associated with abating the condition, to be added to the total costs of the work, repair, or demolition. The notice shall also contain, pursuant to § 226-2 of this Chapter, a hearing date and location, at which time and place the owner may be heard in regard to the matter contained in the notice. If the City determines that an emergency exists, the City may undertake or cause to be undertaken such work, repair, or demolition prior to the expiration of the specified period of time and/or prior to the hearing date, provided the notice identifies the violations as constituting such an emergency.

§226-2. Hearing to appeal notice.

A. Any person affected by an abatement notice issued pursuant to § 226-1 of this Chapter shall be entitled to a hearing before the City Manager or the City Manager's designee, except in the case of an emergency. The City Manager or the City Manager's designee shall set the time and place for such hearing. The hearing shall be scheduled ~~for at least ten (10) days but not more than fifteen (15) days from the date of the notice.~~ before the expiration of the seven (7)-day period set

~~Strikethrough~~ denotes deletions

Underlining denotes additions

forth in §226-1B. At such hearing, the owner shall be given an opportunity to show cause why such notice of abatement should be modified or withdrawn.

SECTION 2. This ordinance shall take immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

City of Newburgh, NY
Wednesday, April 27, 2016

Chapter 226. Performance of Work by City; Abatement

[HISTORY: Adopted by the City Council of the City of Newburgh 1-10-2011 by Ord. No. 1-2011.
Amendments noted where applicable.]

GENERAL REFERENCES

Brush, grass and weeds — See Ch. 119.
Demolition of buildings — See Ch. 125.
Nuisance buildings — See Ch. 126.
Unsafe buildings — See Ch. 129.
Construction operations — See Ch. 139.
Housing and property standards — See Ch. 190.
Property damage — See Ch. 234.
Rental properties — See Ch. 240.
Trees and shrubs — See Ch. 279.

§ 226-1. Abatement notice.

- A. In the event that any owner of any occupied or unoccupied lot, piece of land, building or structure or any part thereof within the City of Newburgh shall fail to maintain or repair the same as required by the City Code, or if such property or structure shall be considered a public nuisance as defined by the City Code, such owner may, in addition to or in lieu of other remedies, be served an abatement notice by certified mail, return receipt requested, sent to such owner's last known address as shown on the records of the City Assessor. A copy of such notice shall also be posted on the premises.
- B. The abatement notice shall contain a description of the premises, specify the provisions of the City Code deemed to have been violated, require the owner to correct the condition within 20 days of the date of such notice, and provide that if the owner fails to do so, the City or the City's contractor may undertake or cause to be undertaken the required work, repair, or demolition and the City shall assess a lien against the property for the cost of the work, repair, or demolition, together with an additional administrative fee of 15% for costs of inspection and other incidental costs associated with abating the condition, to be added to the total costs of the work, repair, or demolition. The notice shall also contain, pursuant to § 226-2 of this chapter, a hearing date and location, at which time and place the owner may be heard in regard to the matter contained in the notice. If the City determines that an emergency exists, the City may undertake or cause to be undertaken such work, repair, or demolition prior to the expiration of the specified period of time and/or prior to the hearing date, provided the notice identifies the violations as constituting such an emergency.

§ 226-2. Hearing to appeal notice.

- A. Any person affected by an abatement notice issued pursuant to § 226-1 of this chapter shall be entitled to a hearing before the City Manager or the City Manager's designee, except in the case of

an emergency. The City Manager or the City Manager's designee shall set the time and place for such hearing. The hearing shall be scheduled for at least 10 days but not more than 15 days from the date of the notice. At such hearing, the owner shall be given an opportunity to show cause why such notice of abatement should be modified or withdrawn.

- B. After a hearing held in accordance with Subsection **A** of this section and on consideration of the evidence presented, the City Manager or the City Manager's designee shall sustain, modify, or withdraw the notice of abatement. Such decision shall be deemed a final order and shall be served on the owner in the same manner as provided for in § **226-1A** of this chapter.
- C. The City Manager or the City Manager's designee shall keep a summary of testimony and copies of relevant notices or orders, entries of appearance, findings of fact, if any, and the final determination; and such record shall be maintained as a public record.
- D. If the owner does not appear at a hearing scheduled pursuant to this section, the abatement notice shall be deemed a final order.

§ 226-3. Remedies; billing notice; appeal hearing; expenses and tax liens.

- A. Should the owner fail to comply with a final order, or should the City determine that an emergency exists, the City may undertake or cause to undertake the required work, repair, or demolition. The City shall keep records of the cost of such work, repair, or demolition.
- B. Should the required work, repair, or demolition be performed by the City or the City's contractor pursuant to Subsection **A** of this section, the City shall serve a billing notice on the owner, in the same manner as specified in § **226-1A** of this chapter, setting forth the cost of such work, repair, or demolition, together with an additional administrative fee of 15% for costs of inspection and other incidental costs associated with abating the condition, to be added to the total costs of the work, repair, or demolition.
- C. An owner served with a billing notice pursuant to Subsection **B** of this section may request and shall be granted a hearing before the City Manager or the City Manager's designee to dispute the charges, provided that such owner shall file, within 10 days of the date of the notice, in the office of the City Manager, a written request for such hearing. Upon receipt of a request for a hearing, the City Manager or the City Manager's designee shall set a time and a place for such hearing and shall give the applicant at least 10 days' written notice thereof. Such hearing shall commence not later than 30 days after the date on which the request was filed; however, hearings may be postponed beyond such thirty-day period for good cause shown. At such hearing, the owner shall be given an opportunity to show cause why such costs should be reduced or otherwise modified. The City Manager or the City Manager's designee shall make a final determination on the charges, and such decision shall be deemed a final order. If the owner does not request a hearing on the billing notice, such notice shall be deemed a final order.
- D. The cost of the work, repair, or demolition as finally determined, together with an additional administrative fee of 15% for costs of inspection and other incidental costs associated with abating the condition, added to the total costs of the work, repair, or demolition, shall be assessed as a lien against the abated property. Notice shall be given to the Tax Collector's Office specifying the total cost of the work, repair, or demolition, together with the administrative fee of 15%, and the property affected by section, block and lot numbers as the same appear on the Official Tax Assessment Map of the City of Newburgh. From the hour of filing of said notice, the charges specified shall be a lien upon the property affected thereby. A copy of said notice shall also be served on the owner as provided for in § **226-1A** of this chapter. The costs specified, if not paid by or on behalf of the owner within 30 days of the date of the notice, shall be added to and collected

with the subsequent City tax levy, and shall bear interest and be enforced as provided by law for City taxes.

§ 226-4. Judicial review.

Any person or persons jointly or severally aggrieved by any final order may seek to have such order reviewed by the Supreme Court, Orange County, in the manner prescribed in Article 78 of the Civil Practice Law and Rules and as otherwise provided for in the laws of the State of New York.

§ 226-5. Limitations on liability of City.

No action for damages may be maintained against the City by reason of its failure to comply with any of the provisions of this chapter.

City of Newburgh, NY
Wednesday, April 27, 2016

Chapter 119. Brush, Grass and Weeds

[HISTORY: Adopted by the City Council of the City of Newburgh 11-13-1967 (Ch. 13, Art. III, of the Code of Ordinances). Amendments noted where applicable.]

GENERAL REFERENCES

Waste management, handling and disposal — See Ch. 183.

Housing and property standards — See Ch. 190.

Performance of work by City — See Ch. 226.

Trees and shrubs — See Ch. 279.

§ 119-1. Height limitations.

It shall be unlawful for any owner, lessee or occupant, or any agent, servant, representative or employee thereof, having control of any occupied or unoccupied lot or land, or any part thereof, in the City:

- A. To permit or maintain on any such lot or land any growth of weeds, grass or other rank vegetation to a greater height than 12 inches on the average.
- B. To permit any accumulation of dead weeds, grass or brush.
- C. To permit or maintain on or along the sidewalk, street or alley adjacent to such lot or land between the property line and the curb or between the property line and the traveled parts of such street or alley where there is no curb any growth of weeds, grass or other vegetation to a greater height than four inches on the average.

§ 119-2. Poisonous and detrimental plants.

It shall also be unlawful for any person to cause, suffer or allow poison ivy, ragweed or other poisonous plants or plants detrimental to health to grow on any such lot or land in such manner that any part of such ivy, ragweed or other poisonous or harmful weed or plant shall extend upon, overhang or border any public place or to allow seed, pollen or other poisonous particles or emanations therefrom to be carried through the air into any public place.

§ 119-3. Cutting, removal or destruction required.

It shall be the duty of any and every owner, lessee or occupant of any lot or land to cut and remove or to kill by spraying, or to cause to be cut and removed or killed by spraying, all such weeds, grass or other rank, poisonous or harmful vegetation as often as may be necessary to comply with the provisions of §§ 119-1 and 119-2; provided, however, that cutting or removing or killing by spraying such weeds, grass and vegetation at least once in every three weeks between April 1 and November 1 shall be deemed to be compliance with the terms and provisions of said sections.

§ 119-4. Notice requirements.

- A. Notice required. If the provisions of §§ 119-1 and 119-2 and 119-3 are not complied with, the City, through its designated official, may serve written notice upon the owner, lessee or occupant or any person having the care or control of any such lot or land to comply with the provisions of said sections.
- B. Service and contents of notice. Such written notice shall be mailed to such owner, lessee, occupant or person at his last known address, or, if such owner, lessee, occupant or person or his address is unknown, such notice may be affixed to or posted upon said lot or land. Such notice shall require compliance with the provisions of said sections within five days after the date of the mailing or posting of such notice as aforesaid.

§ 119-5. Correction of condition by City.

[Amended 1-10-2011 by Ord. No. 2-2011^[1]]

If the person upon whom the notice provided for in § 119-4 is served fails, neglects or refuses to cut and remove or to kill by spraying such weeds, grass or other vegetation, the City may abate such condition and assess a lien against the property for the costs of such abatement together with an administrative fee of 15%, pursuant to the procedures set forth in Chapter 226 of the City Code.

[1] *Editor's Note: This ordinance also repealed former § 119-6, Costs of removal, which immediately followed this section.*

ORDINANCE NO.: 2 - 2016

OF

MAY 9, 2016

**AN ORDINANCE AMENDING SECTION 263-38 OF THE CODE OF ORDINANCES
ENTITLED "PETITIONER OF DISPOSSESS WARRANT TO BE RESPONSIBLE" TO
PROVIDE FOR THE IMMEDIATE REMOVAL OF EVICTED TENANTS' PROPERTY
FROM THE SIDEWALK OR HIGHWAY**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 263, entitled "Streets and Sidewalks", Article VIII, entitled "Disposition of Property of Evicted Tenants", Section 263-38, entitled "Petitioner of Dispossession Warrant to be Responsible" of the Code of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Chapter 263. Streets and Sidewalks

Article VIII. Disposition of Property of Evicted Tenants

§263-38. Petitioner of Dispossession Warrant to be Responsible

Whenever any property is placed upon a public sidewalk or highway by a court officer executing a dispossession warrant or similar process, it shall be the responsibility of the petitioner in the proceeding which resulted in the issuance of the dispossession warrant or similar process to immediately remove ~~arrange for the removal and storage or other suitable disposition of all such property.~~ If such petitioner shall not immediately remove ~~arrange for the removal and storage or other suitable disposition of all such property,~~ he shall be guilty of an offense and shall be liable for the penalties provided for in §1-12 of this Code.

SECTION 2. This ordinance shall take immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

*City of Newburgh, NY
Wednesday, April 27, 2016*

Chapter 263. Streets and Sidewalks

Article VIII. Disposition of Property of Evicted Tenants

§ 263-38. Petitioner of dispossession warrant to be responsible.

Whenever any property is placed upon a public sidewalk or highway by a court officer executing a dispossession warrant or similar process, it shall be the responsibility of the petitioner in the proceeding which resulted in the issuance of the dispossession warrant or similar process to arrange for the removal and storage or other suitable disposition of all such property. If such petitioner shall not immediately arrange for the removal and storage or other suitable disposition of all such property, he shall be guilty of an offense and shall be liable for the penalties provided for in § 1-12 of this Code.

RESOLUTION NO.: 122 - 2016

OF

MAY 9, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
FOR THE DEDICATION OF THE SOUTH STREET WATERFRONT PARK
AS FATHER WILLIAM “BILL” SCAFIDI PARK
AND AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS TO BENEFIT THE PARK**

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh known as 180 Water Street and identified as Section 12, Block 6, Lot 5.2 on the official Tax Map of the City of Newburgh; and

WHEREAS, many have offered the City donations to be used for the development and benefit of the public park; and

WHEREAS, Father William Scafidi, affectionately known as “Father Bill,” pastor of St. Mary’s Roman Catholic Church at 180 South Street in Newburgh for 17 years, established and supported many important community programs in our City; and

WHEREAS, notable among these are the Mary’s Hope Food Pantry, providing the poor and homeless with nourishing food; and the Zion Lions Basketball Program, providing recreation, guidance and mentorship for boys and girls from ages 5 through 17; and

WHEREAS, Father Bill was a pillar of the Newburgh community as well as of his church, attending many civic and interfaith gatherings and offering invocations and benedictions at innumerable religious and secular events and meetings; and

WHEREAS, Father Bill served church and City with grace, humor and distinction throughout his assignment here, offering special care for the children, the poor, the infirm and the elderly; and

WHEREAS, Father Bill was assigned by the Archdiocese of New York in the summer of 2015 to St. Peter’s Roman Catholic Church in Liberty, New York after what was universally regarded as too short a tenure here; and

WHEREAS, the City Council therefore determines that it is in the best interests of the City of Newburgh to dedicate the parcel of land located at the terminus of Front Street in the City of Newburgh known as 180 Water Street and identified as Section 12, Block 6, Lot 5.2 on the

official Tax Map of the City of Newburgh as a public park and honor Father Bill's service and dedication to the City of Newburgh; and

WHEREAS, this Council further finds it to be in the best interests of the City of Newburgh to accept donations for the development and benefit of the public park;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York, that the parcel of land the parcel of land located at the terminus of Front Street in the City of Newburgh known as 180 Water Street and identified as Section 12, Block 6, Lot 5.2 on the official Tax Map of the City of Newburgh shall be dedicated as a public park; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh, New York that the public park be named and forever known with reverence, affection and gratitude as "Father William 'Bill' Scafidi Park" and that an appropriate marker be erected within said public park stating "To The Youth of The City of Newburgh - Fr. William (Bill) Scafidi Park"; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized and directed to accept donations to be used for a municipal or public purpose in furtherance of the development and for the benefit of Father William 'Bill' Scafidi Park with the thanks of this Council on behalf of itself and of the children and families of the City of Newburgh.

RESOLUTION NO. 123 - 2016

OF

MAY 9, 2016

**A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE
POLICE SUPERIOR OFFICERS ASSOCIATION OF NEWBURGH, NEW YORK**

WHEREAS, City of Newburgh and the Police Superior Officers Association of Newburgh, New York, Inc. ("PSOA") are parties to a collective bargaining agreement which expired on December 31, 2008; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and the PSOA have engaged in collective negotiations for a successor agreement pursuant to the requirement of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the attached Memorandum of Agreement between the City of Newburgh and the PSOA, which sets forth the terms and conditions of employment for the term January 1, 2009 through December 31, 2021, and has consulted with the representatives of the City, who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Memorandum of Agreement into a complete collective bargaining agreement with the Police Superior Officers Association of Newburgh, New York, Inc. for the term January 1, 2009 through December 31, 2021.

STIPULATION OF AGREEMENT made and entered into this 29th day of April 2016 by and between the negotiating committees for the City of Newburgh and the Police Superior Officers Association of Newburgh, New York, Inc. ("the Association").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at the terms of a new collective negotiations agreement to succeed the one that expired on December 31, 2008; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Association's membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City and the Association.
4. All proposals made by either party during the course of negotiations that are not covered by this Agreement will be deemed dropped.
5. Housekeeping. Clean-up contract for non-substantive grammatical and spelling errors and delete expired and unnecessary language.
6. Duration (Article XXVII(B)). 13 years, from January 1, 2009 to December 31, 2021.
7. Salary (Article II(D)).
 - (a) For each employee on the payroll upon the date of the complete ratification and approval of the 2009-2021 Agreement, the salary index will be implemented

effective and retroactive to July 1, 2013, consistent with the 2013-2014 PBA interest arbitration award.

(b) For each employee on the payroll upon the date of the complete ratification and approval of the 2009-2021 Agreement, the salary index will be implemented effective and retroactive to July 1, 2014 consistent with the 2013-2014 PBA interest arbitration award.

(c) For each employee on the payroll upon the date of the complete ratification and approval of the 2009-2021 Agreement, the salary index will be implemented effective and retroactive to December 31, 2015 consistent with the 2013-2014 PBA interest arbitration award.

(d) For each employee on the payroll upon the date of the complete ratification and approval of the 2009-2021 Agreement, the salary index will be implemented effective and retroactive to January 1, 2016 consistent with the 2015-2021 PBA memorandum of agreement ("PBA MOA").

(e) Effective upon the complete ratification and approval of the 2009-2021 Agreement, the annual salary rate for employees in the Sergeant position will be 15.25% above the annual salary rate for the position "Detective Second Year."

(f) Effective January 1, 2017, the annual salary rate for employees in the Sergeant position will be 15.5% above the annual salary rate for the position "Detective Second Year."

(g) The salary index will be implemented effective January 1, 2017 consistent with the PBA MOA.

(h) Effective January 1, 2018, the annual salary rate for employees in the Sergeant position will be 15.75% above the annual salary rate for the position "Detective Second Year."

(i) The salary index will be implemented effective January 1, 2018 consistent with the PBA MOA.

(j) Effective January 1, 2019, the annual salary rate for employees in the Sergeant position will be 16% above the annual salary rate for the position "Detective Second Year."

(k) The salary index will be implemented effective January 1, 2019 consistent with the PBA MOA.

(l) Effective January 1, 2020, the annual salary rate for employees in the Sergeant position will be 16.25% above the annual salary rate for the position "Detective Second Year."

(m) The salary index will be implemented effective January 1, 2020 consistent with the PBA MOA.

(n) Effective January 1, 2021, the annual salary rate for employees in the Sergeant position will be 16.5% above the annual salary rate for the position "Detective Second Year."

(o) The salary index will be implemented effective January 1, 2021 consistent with the PBA MOA.

8. Longevity (Article II(E)). Effective December 31, 2014, for each employee on the payroll upon the date of the complete ratification and approval of the 2009-2021 Agreement, the longevity payment will increase by \$300.

9. Holidays (Article IV(C)). Effective January 1, 2017, Lincoln's Birthday and Washington's Birthday will be replaced by Presidents' Day.

10. Holidays (Article IV(C)). Employees promoted into the bargaining unit on or after January 1, 2017 will continue to have Election Day as a holiday only if it was a holiday for them in the year immediately prior to their promotion.

11. Deferred Compensation (Article VI). Add: "Effective upon the complete ratification and approval of the 2009-2021 Agreement, the City will provide a one-time \$500 sign up bonus to new enrollees. Effective upon the complete ratification and approval of the 2009-2021 Agreement, the City will also provide a one-time \$500 bonus to each employee who is already enrolled in the Deferred Compensation Plan. If the City is not permitted by the Plan Rules to pay the bonus for existing Plan members, then the City will provide a one-time dollar-for-dollar matching contribution of up to \$500 to each employee who is already enrolled in the Deferred Compensation Plan. The monies will be paid as set forth above to all employees eligible therefor within 21 days of the date on which the employee(s) qualify for same."

12. Hospitalization (Article IX(A, B)). Add: "Employees promoted into the bargaining unit on or after the date on which the 2009-2021 Agreement is fully ratified and approved will contribute the same percentage towards their health insurance premiums as if they had remained in the PBA unit."

13. Hospitalization (Article IX(A)). Add: "All employees promoted into the bargaining unit on or after the date on which the 2009-2021 Agreement is fully ratified and approved will continue to have the same eligibility requirement regarding the years of service necessary to receive retiree health insurance benefits as if they had remained in the PBA unit."

14. Hospitalization (Article IX(A)). Add: "Effective upon the complete ratification and approval of the 2009-2021 Agreement, employees who add family coverage at or after retirement will pay 65% of the cost of the family premium."

15. Hospitalization (Article IX(A)). Add: "Effective upon the date on which the 2009-2021 Agreement is fully ratified and approved, employees who opt for the health insurance waiver and then join the City's health insurance plan in the two years prior to retirement will contribute 15% of the cost of the premium for single coverage and 65% of the cost of the premium for family coverage."

16. Hospitalization (Article IX(D) (New)). Add: "This Section will be implemented in accordance with NYSHIP Policy Memorandum 122r3 unless and until it is invalidated by the New York Court of Appeals."

17. Hospitalization (Article IX(F) (New)). Add: "Effective upon the complete ratification and approval of the 2009-2021 Agreement, where an employee is eligible for health insurance coverage through another City employee's plan, the employee and the other City employee must choose either one family plan or two individual plans."

18. Sick Leave Reduction Incentive (Article XIII(B) (New)). Add: "Effective January 1, 2017, an employee who is on the payroll throughout the period January 1 through December 31, and has used no sick leave days during the period January 1 through December 31, shall receive a \$1,000 bonus for the fiscal year. An employee who used between one and three sick days during the period January 1 through December 31 shall receive a \$500 bonus for the fiscal year. The bonus shall be paid in a lump sum by separate check in the second pay period in January of the next fiscal year. In order to be eligible for the bonus, the employee must have been actually working and not on any type of leave(s) exceeding a total of three hundred sixty (360) hours' duration during the fiscal year including, but not limited to, a 207-c, workers'

compensation, FMLA, military leave and/or any other type of extended leave-related time. Jury duty and bereavement leave shall not be considered leave for purposes of the preceding sentence.”

19. Sick Leave Conversion (Article XIII(C)). Effective upon the complete ratification and approval of the 2009-2021 Agreement, sick leave conversion will be reduced from 180 days to 150 days.

20. – Sick Leave Conversion (Article XIII(C)(3)). Add: “Effective upon the complete ratification and approval of the 2009-2021 Agreement, as an alternative to cash conversion, upon direct retirement from the City immediately following the submission and implementation of an application for and the commencement of the receipt of benefits from the Police & Fire Retirement System, an employee may convert, at the employee’s then current rate, a maximum of 150 days of accumulated and unused sick leave to be used upon retirement to contribute to the cost of retiree’s share of health insurance premiums. The value of unused sick leave is converted to a monthly credit, which is applied toward paying any contribution the employee makes for health insurance for the rest of his or her life.”

21. Fitness for Duty (Article XXIX) (New). Effective upon the complete ratification and approval of the 2009-2021 Agreement, add:

“A. The public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and controlled substances. The City, as the employer, has the right to expect its Employees to report for work fit and able for duty and to set a positive example for the community. There is a special obligation of all Employees to refrain from the illegal use or misuse of controlled substances. The Department has the right to adopt rule(s), regulations(s), policies and/or procedure(s) to implement the terms

of provision, which may include testing of Employees on the basis of reasonable suspicion and/or a random testing basis. City and/or Department management will negotiate with Association representatives pursuant to the requirements of the Taylor Law with respect to development of rule(s), regulation(s), policy(ies) and/or procedure(s) relating to implementation of the terms of this provision.

B. DRUG AND ALCOHOL TESTING - The City will continue to conduct reasonable suspicion testing for drugs and alcohol. In addition, in the event that an employee is in an accident in a City-owned vehicle, or if an employee discharges a weapon, other than as appropriate during training or when shooting an animal consistent with Department guidelines, the City shall have the right to conduct an immediate drug and alcohol test. Effective January 1, 2017, all Employees shall be subject to annual drug and alcohol testing within one month of the employee's anniversary date.

B.1 Policy - It is the policy of the City to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The use and possession of these substances constitutes a serious threat to the health and safety of all Employees and members of the public. Accordingly, the purpose of this article is to formalize a City policy that prohibits the use, possession, sale, delivery or being under the influence of illegal substances and/or drugs and/or alcohol while on duty.

B.2 Definitions

1. The term "Drug" shall include controlled substances as defined in Penal Law Section 220.00(5), steroids and marijuana, as defined in Section 220.00(6).

2. The term "Drug Abuse" shall include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the City.

3. The term "Alcohol Abuse" shall be a test result of 0.04 or greater.

4. Random Employee Selection Sheet: A computer-generated list of randomly selected Employees identified by employee I.D. numbers.

5. Computer Control Sheet: A computer generated list of all Employees contained within the random drug/alcohol test data base.

B.3 Procedure

1. Employees shall be subject to random drug testing. The employee(s) picked will report for testing upon notification if on duty, or on their next working shift.

2. Whenever Employees obtain information or suspect that another employee may be abusing drugs or alcohol, they shall immediately notify the Police Chief.

3. Refusal to submit. The refusal by an employee to submit to a drug or alcohol test or the adulteration of the test by the employee pursuant to the provisions of this order may result in immediate suspension and subsequent disciplinary action, which may include dismissal from the City.

4. Testing Procedures

a. Every reasonable effort will be made to maintain employee confidentiality. In order to ensure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff.

Sample taking will not be conducted, or otherwise interfered with by the City or any representative of the employee. Samples will never be handled or tampered with by the City or any representative of the employee. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the written consent of the employee.

b. Each employee being tested shall present his or her shield and identification card at the test location to ensure proper identification.

c. Each employee being tested may consult with and be accompanied by an Association representative, who may confer with and advise the employee before and after the collection process, but shall not participate in or interfere with the process in any way. The representative shall be given reasonable advance notice of when the testing will occur so that he or she may attend. However, the collection process shall not be delayed because the representative is unavailable.

d. Prior to testing, each employee shall list all medications ingested during the preceding 10 days. The employee may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list shall be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Association President or designee.

e. There shall be no direct observation of the giving of the urine sample, unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is

permitted. This individual shall be a person of the same gender as the employee providing the sample.

f. Testing shall be performed by a laboratory licensed or certified by SAMHSA, HHS. Two separate containers supplied by the testing lab shall be prepared by each employee being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two samples at the time of collection and shall be sealed and initialed in the presence of the employee.

g. The laboratory administering the test shall assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

h. Initial alcohol screening shall be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EBT"). The employee will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, he/she shall be sent immediately for a medical evaluation for verification of the claim. Absence of verification shall be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the first test result is negative, no further testing will be performed. If the confirmation test is

negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

i. Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

j. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. In order to be defined as a "positive" result, the initial and/or confirmatory test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

k. Any employee whose test results in a positive report may, within five business days of receiving notification of the result, request in writing to the Police Chief that the second sample be made available for retesting at the licensed/certified laboratory from a list of laboratories supplied by the City. The City will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

l. Selection of Employees to be selected on a random basis shall be performed by a computer program which will randomly select the employee number of those to be tested. The random selection of an employee will not result in that employee's employee number being removed from the selection process.

m. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS and witnessed by a representative designated by the Police

Chief as well as an Association representative. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

n. The selection process shall not be delayed due to the unavailability of the Association representative.

o. An employee selected will be notified and ordered to report for testing. Employees will not be given any advance notice of randomly scheduled tests. The Association President will be permitted to review the list of Employees selected for testing and the computer control sheet after all selected Employees have been tested.

p. Employees will not be recalled to duty for random testing on their regularly scheduled days off or if the employee is on authorized leave.

q. All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the Police Chief.

r. An employee will be exempt from a drug test if at the time of selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) sickness, (iv) military leave, (v) bereavement leave, (vi) jury duty, (vii) personal leave, (viii) compensatory time, or (ix) mutual exchange.

5. Results of Tests

Employees who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the employee. If the employee has a drug and alcohol test and intends on introducing the results of that test at his/her disciplinary hearing,

the City will be provided with a copy of the results of the test at no cost and at least thirty (30) days prior to the hearing.

6. Confidentiality

The test results and/or other records released are to be used solely by the City to carry out its obligations under the drug and alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be accessed by a Council Member if designated for that purpose, the Police Chief, and the Corporation Counsel, and/or their designated medical experts, or others authorized by the Corporation Counsel for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the City shall provide written notification to the employee listing the records released and to whom the records were released.

7. Positive Test Results

a. All positive test results will be reviewed and verified by a qualified Medical Review Officer (MRO) designated by the City. The Medical Review Officer shall examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the employee, who may be accompanied to the interview by an attorney and/or Association representative, review the employee's medical history or review any other relevant biomedical factors. If the MRO objects, the attorney may not sit in during the interview. In this case, the employee may stop the interview at any time for the purpose of consulting the attorney provided that no

unreasonable delay results in conducting or continuing the interview. If the employee provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the City.

b. Positive Alcohol Test: Employees who test positive for the use of alcohol, after being interviewed by the MRO, shall be relieved of duty. The City retains the right to discipline an employee who tests positive for alcohol with a BAC of .04 or greater up to and including dismissal. In the sole discretion of the City, Employees who test positive for the use of alcohol who do not have a history of alcohol abuse may be referred to the EAP.

c. Positive Drug Test: Employees who test positive for the use of drugs, after being interviewed by the MRO, shall be relieved of duty. The City retains the right to discipline an employee who tests positive for drug use up to and including dismissal. In the sole discretion of the City, Employees who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

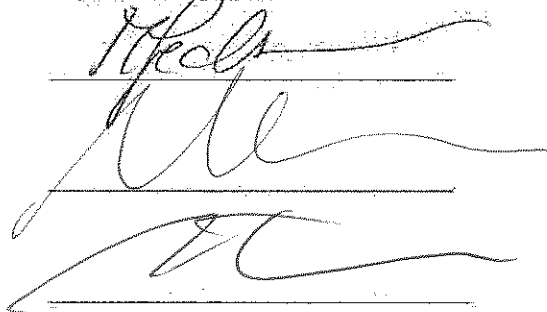
d. Discipline For Positive Test Results: Subject to the restrictions of this policy, the City has the right to discipline Employees who test positive for drug and/or alcohol use.

e. Voluntary Treatment: An employee may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. Employees who voluntarily seek treatment for substance abuse under the auspices of the EAP shall immediately notify the EAP of their desire to participate in the

program. The employee and the representative of the EAP shall meet as soon as possible for purposes of discussion on entrance into the program. Any employee who has voluntarily sought treatment shall not be subject to any disciplinary action for that reason."

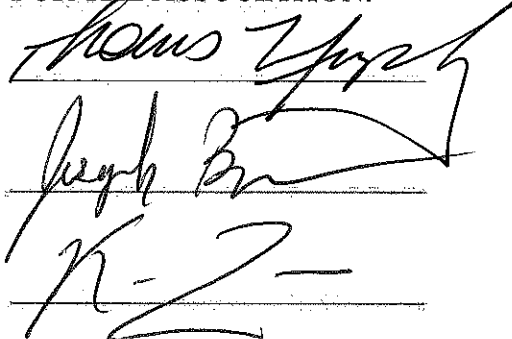
22. The Association hereby withdraws its pending index implementation-related grievance upon the complete ratification and approval of the 2009-2021 Agreement.

FOR THE CITY:



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FOR THE ASSOCIATION:



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RESOLUTION NO.: 124 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
IN THE AMOUNT OF \$4,505.87**

WHEREAS, the New York State Department of Transportation brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand Five Hundred Five and 87/100 Dollars (\$4,505.87) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of the New York State Department of Transportation in the total amount of Four Thousand Five Hundred Five and 87/100 Dollars (\$4,505.87) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 125 - 2016

OF

MAY 9, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH FLOYD LEWIS IN THE AMOUNT OF \$3,089.66**

WHEREAS, Floyd Lewis brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Eighty-Nine and 66/100 Dollars (\$3,089.66) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Floyd Lewis in the total amount of Three Thousand Eighty-Nine and 66/100 Dollars (\$3,089.66) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.