



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 10, 2018
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. City Manager Update
5. Monthly Financial Update
Actualización Financiera Mensual

Presentations/Presentaciones

6. Presentation will be given by the Newburgh Police Dept.
Chief Solomon

*El Departamento de Policia de Newburgh dara una presentacion.
Jefe Doug Solomon*

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

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

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

7. Resolution No. 239 -2018 Contract with MJ Engineering and Land Surveying,
PC for Evaluation and Design Alternatives for Sidewalks on Mill Street Bridge
Resolution authorizing the City Manager to execute a contrat with M.J.
Engineering and Land Surveying, P.C. for professional engineering services
for the evaluation and design alternatives for the existing sidewalks for the Mill
Street Bridge Scour Repair Project (BIN#2223610) and (BIN #2223670) at a
cost of \$35,200.00. (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad a ejecutar un contrato
con M.J. Engineering y Land Surveying, P.C. Para servicios de Ingeniería*

Profesional para la evaluación y diseños alternativos para las veredas existentes para el proyecto de reparación del puente Mill Street (BIN#2223610) Y (BIN#2223670) a un costo de \$35,200.00. (Jason Morris)

8. Resolution No. 240 - 2018 Amend Resolution No. 50 - 2018 - Amend 2018 Personnel Book to add Temporary Personnel to Sanitation Department

Resolution amending Resolution No. 50-2018 and the 2018 Personnel Analysis Book to add three temporary positions in the sanitation division in the Department of Public Works for 10 weeks. (George Garrison & Katie Mack)

Una resolución enmendando Resolución No. 50-2018 y el libro de Análisis del Personal para agregar tres puestos temporales en la división de sanidad en el Departamento de Obras Publicas por 10 semanas. (George Garrison y Katie Mack)

9. Resolution No. 241 - 2018 Rejection of Civil War Monument Proposals

Resolution rejecting all bids received in connection with the restoration of the Civil War Memorial located in Downing Park. (Katie Mack)

Una resolución rechazando todas las licitaciones recibidas en conexión con la restauración del Monumento de la Guerra Civil ubicado en el Parque Downing. (Katie Mack)

10. Resolution No. 242 -2018 Extension of Time to Close, Release of Covenants, & Satisfaction of Mortgage - 376 Liberty Street Rear

Resolution authorizing extension of time to close, and authorizing the City Manager to execute a Satisfaction of Mortgage and Releases of Restrictive Covenants and Right of Re-Entry in connection with the sale of the premises located at 376 Liberty Street Rear (Section 10, Block 1, Lot 34) to Edouard Pierre. (Michelle Kelson)

Una resolución autorizando la extensión del tiempo para un cierre, y autorizando al Gerente de la Ciudad a ejecutar una satisfacción hipotecaria y liberaciones de cláusulas restrictivas y derecho de reingreso en conexión con la venta de las instalaciones ubicadas en la 376 de la Calle Liberty parte trasera (Sección 10, Bloque 1, Lote 34) para Edouard Pierre. (Michelle Kelson)

11. Resolution No. 243 - 2018 Tree Removal Services by Hill Treekeepers

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Hill Treekeepers for tree, stump and root removal services at the Downing Park Urban Farm at a cost of \$1,800.00. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "Hill Treekeepers" para servicios de extracción de árboles, troncos y raíces en la Granja Urbana del Parque Downing por un costo de \$1,800.00.

12. Resolution No. 244 - 2018 Release of Covenants for 15 William Street

Resolution authorizing the execution of a Release of Restrictive Covenants

and Right of Re-Entry from a deed issued to Victor Garcia to the premises known as 15 William Street (Section 36, Block 6, Lot 1). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Victor Garcia para las instalaciones conocidas como la 15 de la Calle William (Sección 36, Bloque 6, Lote 1) (Michelle Kelson)

13. Resolution No. 245 - 2018 To accept a gift of bleachers donated from the planning committee of The Wall that Heals

Resolution accepting a donation of bleachers from “The Wall that Heals” a replica of the Vietnam War Memorial and the Planning Committee for the Skateboard Park located within the Delano-Hitch Recreation Park. (Michelle Kelson)

Una resolución aceptando una donación de gradas descubiertas de “La Pared que Cura” una réplica del Monumento de la Guerra de Vietnam y el Comité de Planificación para el Parque de Patinaje ubicado en el Parque de Recreacion Delano-Hitch.

14. Resolution No. 246 -2018 Request for Change in Terms of Sale for 74 Henry Avenue

Resolution amending Resolution No. 119-2018 of May 14, 2018 to revise the terms of sale for the conveyance of real property known as 74 Henry Avenue (Section 48, Block 12, Lot 17) at private sale to Thomas Pennington. (Michelle Kelson & Jeremy Kaufman)

Una Resolución enmendando Resolución No. 119-2018 del 14 de mayo de 2018 para revisar los términos de venta para el traspaso de bienes raíces conocidos como la 74 de la Avenida Henry (Sección 48, Bloque 12, Lote 17) en una venta privada a Thomas Pennington. (Michelle Kelson & Jeremy Kaufman)

15. Resolution No. 247 -2018 Transfer of Real Property to the Newburgh Community Land Bank

Resolution authorizing the transfer of real property to the Newburgh Community Land Bank (12 properties - 4 votes)

Una resolución autorizando la transferencia de bienes raíces al Banco Agrario Comunitario de Newburgh (12 propiedades – 4 votos)

16. Resolution No. 248- 2018

Resolution authorizing the transfer of real property to the Newburgh Community Land Bank (2 properties - 6 votes)

Una resolución autorizando la transferencia de bienes raíces al Banco Agrario Comunitario de Newburgh (2 propiedades – 6 votos)

17. Resolution No. 249 -2018 Contractor List for Lead Line Replacement Grant

Resolution designating a list of qualified plumbing contractors to perform work in connection with a New York State Department of Health Lead Service Line Replacement Program Grant. (Wayne Vradenburgh & Katie Mack)

Una resolución designando una lista de contratistas plomeros calificados para realizar trabajo en conexión con una subvención del programa de reemplazo de líneas de servicio de plomo del Departamento de Salud del Estado de Nueva York. (Wayne Vradenburgh y Katie Mack)

18. Resolution No. 250 -2018 Renewal Agreement with Colby Kennels

Resolution authorizing the City Manager to enter into an agreement with Colby Kennels to provide for boarding services for dogs in the custody of the City of Newburgh. (Chief Douglas Solomon & Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Colby Kennels para proporcionar servicios de alojamiento para perros en custodia de la Ciudad de Newburgh. (Jefe Douglas Solomon y Michelle Kelson)

19. Resolution No. 251- 2018 Local Adoption of the Orange County Hazard Mitigation Plan

Resolution of the City Council of the City of Newburgh authorizing the acceptance and adoption of the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York. (Assistant Chief Terry Ahlers & Michelle Kelson)

Una resolución del Concejo Municipal de la Ciudad de Newburgh autorizando la aceptación y aprobación de la actualización del plan de mitigación de riesgos multi-jurisdiccionales para el Condado de Orange, Nueva York. (Asistente de Jefe Terry Ahlers y Michelle Kelson)

20. Resolution No. 252 - 2018 for an extension of time to comment on the US Army Corps NY/NJ Harbor Tributaries Feasibility Study

Resolution of the City Council of the City of Newburgh requesting an extension of time for comments on the scoping of the U.S. Army Corps of Engineers New York-New Jersey Harbor Tributaries Feasibility Study.

Una resolución del Concejo Municipal de la Ciudad de Newburgh pidiendo una extensión de tiempo para comentarios sobre el alcance del estudio de viabilidad de los tributarios del Cuerpo de Ingenieros del Ejército de los Estados Unidos del Puerto de Nueva York-Nueva Jersey.

21. Resolution No. 253 - 2018 Newburgh Community Land Bank 2018 LISC funding application

Resolution of the City Council of the City of Newburgh, New York supporting the 2018 funding application of the Newburgh Community Land Bank to the Office of the New York State Attorney General through the Local Initiatives Support Corporation and Enterprise Community Partners, Inc. (Michelle Kelson & Jeremy Kaufman)

Una resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva

York apoyando la solicitud de financiamiento del 2018 del Banco Agrario Comunitario de Newburgh a las oficinas del Fiscal General del Estado de Nueva York por medio de la Corporación de Apoyo de Iniciativas Locales y "Enterprise Community Partners, Inc." (Michelle Kelson y Jeremy Kaufman)

22. Resolution No. 254 - 2018 - Prismatic

A Resolution Approving The Consent Judgment And Authorizing The City Manager To Sign Such Consent Judgment In Connection With The Tax Certiorari Proceedings Against The City Of Newburgh In The Orange County Supreme Court Bearing Orange County Index Nos. 5204-2015, 4642-2016, 5537-2017 And 7660-2018 Involving Section 32, Block 1, Lots 9.11 And 9.22 And Section 32, Block 2, Lot 1.21 (Prismatic Dyeing & Finishing/40 Wisner Avenue, LLC)

Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en conexión con los procedimientos de Impuestos Certiorari contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con los Números de Índice del Condado de Orange 5204-2015, 4642-2016, 5537-2017 y 7660-2018 que implican la Sección 32, Bloque 1, Lotes 9.11 y 9.22 y Sección 32, Bloque 2, Lote 1.21 (Prismatic Dyeing & Finishing/ 40 Wisner Avenue, LLC)

23. Resolution No. 255 - 2018 - conserve Water during the 10 Week Catskill Aqueduct Shutdown

A Resolution Of The City Council Of The City Of Newburgh Renewing The Declaration Of A Stage III Water Emergency And Urging All City Of Newburgh Residents And Water Supply Customers To Conserve Water During The Ten-Week Catskill Aqueduct Shutdown.

Una resolución del Concejo Municipal de la Ciudad de Newburgh renovando la Declaración de Emergencia Etapa III y Exhortando a todos los residentes de la Ciudad de Newburgh y Clientes de Abastecimiento de Agua a conservar el agua durante el cierre de diez semanas del Acueducto de Catskill.

24. Resolution No. 256 - 2018 -Source Water Testing

A Resolution Of The City Council Of The City Of Newburgh Demanding That The Source Of The Contamination Of The City's Former Primary Water Supply Be Fully Remediated Prior To Testing Washington Lake Source Water Through The Granulated Activated Carbon Filtration System At The City Of Newburgh Water Filtration Plant.

Una resolución del Concejo Municipal de la Ciudad de Newburgh exigiendo que la Fuente de la Contaminación del abastecimiento de agua primario de la Ciudad sea totalmente remediado antes de probar el agua de la fuente del Lago Washington a través del Sistema de Filtración de Carbón Activado Granulado en la Planta de Filtración de Agua de la

25. Ciudad de Newburgh
Resolution No. 257 - 2018 Term Limits -- City Charter Section C3.10

Resolution Scheduling A Public Hearing For October 9, 2018 To Hear Public Comment Concerning A Local Law Amending City Charter Section C3.10 Entitled "Terms Of Office" Of The City Charter Of The City Of Newburgh To Establish Term Limits For Elected Officials.

Una resolución programando una audiencia pública para el 9 de octubre de 2018 para escuchar comentarios públicos con respecto a una Ley Local Enmendando el Artículo C3.10 de la Ciudad Titulado "Mandatos" del Estatuto de la Ciudad de Newburgh para establecer límites de términos para funcionarios electos.

26. Resolution No. 258 - 2018 Amendment to Local Law No. 1-2015

Resolution scheduling a public hearing for September 24, 2018 to hear public comment concerning a Local Law amending City Charter Section C3.12 entitled "Residency Requirements" of the City of Newburgh. (Michelle Kelson & Jeremy Kaufman)

Una resolución programando una audiencia pública para el 24 de septiembre de 2018 para escuchar comentarios públicos con respecto a una ley local enmendando el estatuto de la Ciudad Sección C3.12 titulado "Requerimientos Residenciales" de la Ciudad de Newburgh. (Michelle Kelson y Jeremy Kaufman)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 239 - 2018

OF

SEPTEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH M.J. ENGINEERING AND LAND SURVEYING, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE EVALUATION AND DESIGN ALTERNATIVES FOR THE EXISTING SIDEWALKS FOR THE MILL STREET BRIDGE SCOUR REPAIR PROJECT (BIN#2223610) AND (BIN #2223670) AT A COST OF \$35,200.00

WHEREAS, a Project for the Mill Street Bridge Scour Repair (BIN#2223610) in the City of Newburgh, Orange County, PIN S4124 (the "Project") is eligible for funding under Section 14-k of the New York State Transportation Law Multi-Modal Program; and

WHEREAS, on August 8, 2008, the City of Newburgh entered into a Master Agreement with the New York State Department of Transportation ("NYSDOT") to fund pavement and sidewalk replacement in the amount of \$200,000.00 in connection with the Project; and

WHEREAS, by Resolution No. 218-2017 of August 14, 2017, the City Council authorized the City Manager to execute Supplemental Agreement No. 1 to the Master Agreement with the NYSDOT in the amount of \$200,000.00 in connection the Project; and

WHEREAS, the bridge deck is in process to be reopened to vehicular traffic and the City issued a request for proposals for professional engineering services to evaluate the existing structurally deficient pedestrian sidewalks to assess their condition and develop rehabilitation and reconstruction alternatives to permit the City to reopen the sidewalks to pedestrians in the future; and

WHEREAS, M.J. Engineering and Land Surveying, P.C. has submitted a proposal to assess existing conditions, compile and analyze data and develop a report and cost estimate for design, repair and reconstruction options for the existing sidewalks in connection with the Project; and

WHEREAS, funding shall be reimbursed through the NYSDOT Multi-Modal No. 3 program in the amount of \$35,200.00 and derived from CG.5120.0400.3507.2018 - Pavement & Sidewalk_Mill St. Bridge Multi-Modal; and

WHEREAS, this Council has determined that authorizing the City Manager to execute a contract with M.J. Engineering and Land Surveying, P.C. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with M.J. Engineering and Land Surveying, P.C. for professional engineering services for the evaluation and design of the existing sidewalks for the Mill Street Bridge Scour Repair Project (BIN#2223610) and (BIN #2223670) in the City of Newburgh, Orange County, PIN S4124 at a cost of \$35,200.00.

Very Urgent

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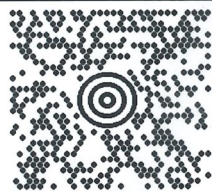
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KIMBERLY E. SULLIVAN
518-371-0799
M.J. ENGINEERING AND LAND SURV
1533 CRESCENT RD.
CLIFTON PARK NY 12065

3.0 LBS LTR 1

SHIP TO:

KATHRYN MACK
CITY OF NEWBURGH
COMPTROLLERS OFFICE
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83 BROADWAY
NEWBURGH NY 12550



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Engineering and Land Surveying, P.C.

Civil • Site • Transportation • Structural • Planning • GIS • Architecture • Environmental • Surveying • High-Definition Mobile Scanning • Construction Inspection

August 21, 2018

Kathryn Mack, City Comptroller
City of Newburgh
83 Broadway, Fourth Floor
Newburgh, New York 12550

RE: EXISTING PEDESTRIAN SIDEWALKS ALONG THE MILL STREET BRIDGE (BIN#2223610 and BIN#2223670)

Dear Ms. Mack:

M.J. Engineering and Land Surveying, P.C. (MJ) has led the successful completion of hundreds of infrastructure rehabilitation and replacement projects in New York State. With this experience, we are excited for the opportunity to submit our qualifications to the City of Newburgh. Our proposed team has made a visit to the area and walked the project corridor to document existing conditions for the structures along the Mill Street Bridge. We understand the importance of this corridor as it is a heavily traveled connection route for pedestrians.

The design professionals at MJ are experts in producing actionable transportation improvement and complete streets solutions in our communities. MJ is passionate about making our communities safer and more inviting for people of all ages, abilities and modes of transportation. We are located in Clifton Park, and have the resources to mobilize quickly and complete this assignment on time.

Our firm brings 40 years of expertise in highway and bridge engineering, and pedestrian safety improvement projects. Our transportation group has extensive experience in the development of contract plans and all other design contract materials for municipal highway projects. All members of the proposed team are familiar with required AASHTO specifications, the DOT Highway Design Manual, DOT Standard Specifications and all other applicable guidelines. We have also

MJ understands that in today's political environment, the development of solutions to address transportation issues is a collaborative process. Any successful project involves the ability to communicate, coordinate, and take action within not only the team itself, but with the client, stakeholders, end users, and regulatory agencies. This project will require close coordination with the CSX Railroad and DOT. MJ is staffed with personnel possessing successful past performance and technical expertise working and coordinating with railroad industry members on transportation design issues. MJ also has experience working closely with DOT, which has developed into an extensive knowledge base and valuable funding program contacts, as well as the ability to efficiently navigate through design phases after receiving application approval.

From our transportation design and complete streets expertise to our experienced engineering personnel, we are committed to the goal of improving your local community. We look forward to the opportunity to work with the City of Newburgh to meet the goals of this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'mpanichelli', is placed above the printed name.

Michael Panichelli, P.E.
President



EVALUATION AND PREPARATION OF DESIGN ALTERNATIVES FOR THE PEDESTRIAN SIDEWALKS ALONG THE MILL STREET BRIDGE (RFP NO. 10.18)

CITY OF NEWBURGH, NY

AUGUST 22, 2018



Engineering and
Land Surveying, P.C.

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Engineering and
Land Surveying, P.C.

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REQUIRED FORMS

- **NON-COLLUSION BIDDING AFFIDAVIT**
- **ACKNOWLEDGEMENT OF ADDENDUM**

FIRM OVERVIEW

ABOUT MJ

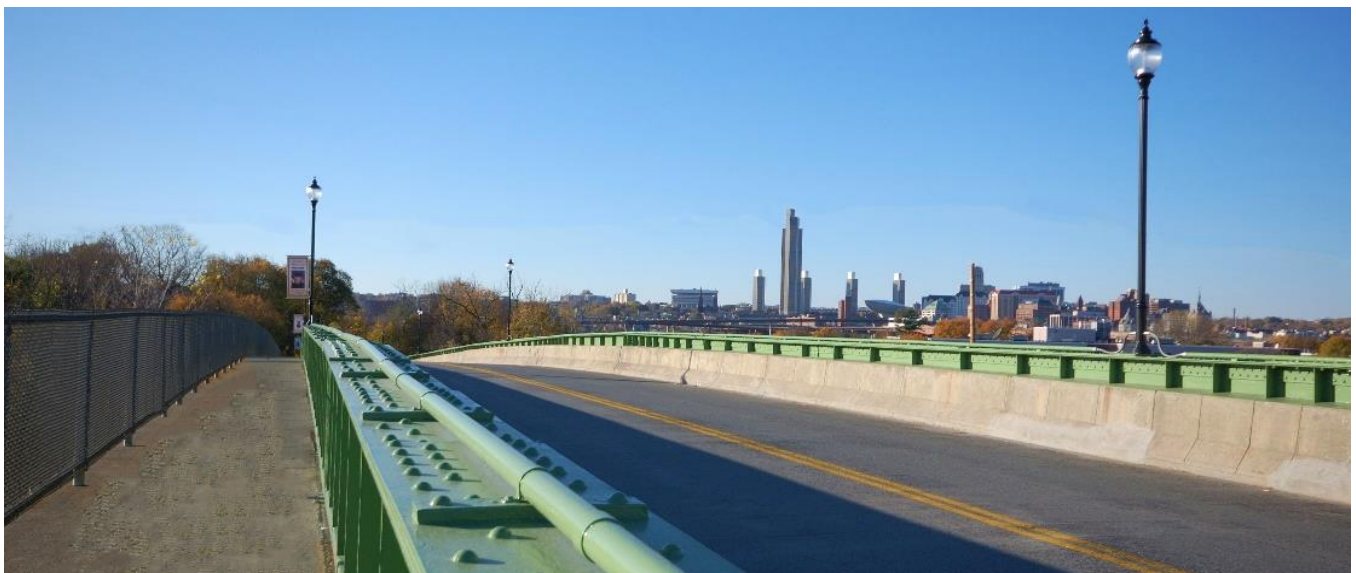
M.J. Engineering and Land Surveying, P.C. (MJ) is passionate about making our communities safer and more inviting for all ages, abilities and transportation modes. We have completed hundreds of municipal transportation projects and bring decades of expertise in sidewalk and multi-use trail design, including many over bridge structures. By implementing our strategies and experience with the needs of a village, city, town or county, we are able to get a project off the ground to help design and improve upon the existing infrastructure. Our projects incorporate economic revitalization, land use, landscape architecture and development strategies to create attractive and vital community assets.

MJ is a multi-disciplinary consulting firm with 40 years of comprehensive consultant design experience. Our team of 100 full-time personnel provides a comprehensive range of services, including site/civil, transportation and structural design, planning, landscape architecture, architecture, environmental engineering, land surveying and mapping, bridge inspection, construction inspection, GIS, 3D laser scanning and mobile mapping.

TRANSPORTATION DESIGN

MJ provides comprehensive bridge and highway design services to many State clients as well as many local government agencies. Our transportation group has extensive experience in the development of contract plans and all other design contract materials for municipal highway projects. We also provide comprehensive bridge design services, having designed and analyzed steel multi-girder bridges, curved steel girder bridges, trusses, prestressed concrete beams, precast concrete arches and culverts.

MJ's designers are highly skilled in horizontal and vertical alignments, maintenance and protection of traffic, drainage and grading design, hydraulic design analysis, roundabout design, sidewalk design, ADA compliant design, traffic analysis and modeling, utility design and coordination, and signing/pavement marking design.



Engineering and
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COMPLETE STREETS AND PEDESTRIAN/BICYCLE SAFETY

We are dedicated to making our communities more walkable and bikeable for people of all ages and abilities and quickly becoming a recognized leader in pedestrian safety. MJ's transportation group has decades of experience including inspection, traffic studies and design projects which include pedestrian safety improvements and complete streets design concepts. In addition, MJ recently completed the City of Albany Complete Streets Design Manual; Town of Malta Route 9 Downtown Complete Streets Feasibility Study; Town of Hyde Park Route 9 Complete Streets Modifications and Transportation Improvements Project; Town of Clifton Park Pedestrian and Bicycle Improvements Along Crescent Road and Moe Road; Town of Milton Geyser Road Reconstruction and Pedestrian and Bicycle Improvements; and Village of Fort Edward Safe Routes to Schools Sidewalk Project. Each incorporate planning and design of safe pedestrian facilities.

Our firm brings decades of expertise in transportation planning, connectivity projects, complete streets initiatives, traffic/impact analysis and public outreach services. We are accustomed to assisting communities in balancing transportation, land use, and quality of life issues through consensus-based planning and engineering. In addition to developing project-specific engagement strategies, our staff has extensive experience facilitating and leading community engagement processes that often include public workshops, charrettes and focus group meetings. MJ's key personnel are experienced in conveying complex issues and highly technical data to the public in an easily understandable manner.

With certified planners, licensed engineers and licensed landscape architects on staff, MJ offers a unique combination of skills to produce realistic, safe and comfortable to use solutions, from concept through design. Clients trust our understanding of the built and natural environment and our ability to produce reality-based plans that align with community and regional goals. MJ's practical expertise provides clients with accurate cost estimating and strategic funding recommendations. Our firm recognizes the importance of investing in planning that helps enhance social, environmental, and economic benefits.



Engineering and
Land Surveying, P.C.

ABOUT NDT

NDT Corporation will provide nondestructive testing services for this projects. Since their founding in 1994, NDT Corporation has completed well-over 700 projects in every region of the United States. Their projects range in scope from a few hours of testing with phone technique to months of testing with multiple methods for clients including owners, engineers, contractors, state and local municipalities.

NDT uses sonic/ultrasonic pulse velocity and impact echo measurements in bridge and bridge deck testing to determine the dynamic strength of concrete and identify and map areas of weak, delaminated concrete as well as determine thickness of concrete elements and length of pile foundations. They also use ground penetrating radar (GPR) in bridge and bridge deck testing to determine rebar spacing and depth of cover and locations of cracking and delamination with moisture entrapment. Half-cell measurements are used to determine the potential of rebar corrosion. We use geophysical seismic



refraction measurements to determine bedrock depths and soil types at bridge abutments and piers of scour critical bridges. And we use seismic cross-hole measurements in bridge and bridge deck testing to obtain the compressional and shear wave velocity of soil and bedrock for seismic risk analysis. ***MJ's proposed team members have successfully worked with NDT on various bridge and highway design projects***

Detailed resumes of the project team are located on the following pages.



Engineering and
Land Surveying, P.C.

Michael D. Panichelli, P.E.

Managing Principal



As president of MJ, Mr. Panichelli is directly responsible for overseeing all of MJ's staff and projects. Under his guidance, the firm provides employment to 100 professional and technical staff working with federal, state, municipal and private clientele. His experience includes the design and quality control review of a wide range of elements associated with civil, transportation and structural engineering projects. He is responsible for preparing and supervising the preparation of all contractual arrangements, assignment of all staffing and coordination of all project scheduling and budgeting.

EDUCATION

BS, Civil Engineering, Drexel University, Philadelphia, PA (1991)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York, New Jersey,
Pennsylvania, Connecticut,
Vermont, West Virginia,
Massachusetts, Delaware

NCEES Council Record Holder

PROFESSIONAL ORGANIZATIONS

American Society of Highway Engineers – ASHE

YEARS OF EXPERIENCE

Total: 27

With MJ: 24

Mr. Panichelli has been responsible for the following projects:

- *Crescent Road Sidewalks & Multi-Use Path, Clifton Park*
- *Troy-Menands Bridge Sidewalks and Multi-Use Paths, Troy*
- *NYS Route 149 Bridge over the Mettawee River, Granville*
- *CR Route 254/Aviation Road Bridge, Warren County*
- *Historic Third Street Bridge Evaluation & Reconstruction, Troy*
- *Geyser Road Sidewalk Improvements, Milton*
- *Fort Edward Sidewalks, Fort Edward*
- *Mohawk Valley Overlook Gateway Pedestrian Bridge and Pedestrian Accommodations, Amsterdam*
- *Moe Road Sidewalks and Multi-Use Paths, Clifton*
- *Reconstruction of US 9W/State Route 81 and Pedestrian Improvements, Green County*
- *Bicycle and Pedestrian Improvements, Oneonta*
- *Intersection Improvements and Sidewalk Design Along the Sitterly Road Corridor, Clifton Park*
- *Route 9 Complete Streets Modifications and Transportation Improvements, Hyde Park*
- *Niskayuna Multi-Use Paths, Niskayuna*
- *Complete Streets Policy and Design Manual, Albany*
- *Downtown Pedestrian Improvements, Albany*



Engineering and
Land Surveying, P.C.

Eric S. Williams, P.E.

Project Manager



EDUCATION

BS, Civil Engineering, Union
College, Schenectady, NY (1996)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York

PROFESSIONAL ORGANIZATIONS

Association for Bridge
Construction and Design, Inc. –
ABCD

Precast Concrete Association of
New York, Inc. – PCANY

American Society of Highway
Engineers – ASHE

YEARS OF EXPERIENCE

Total: 22

With MJ: 20

Mr. Williams has 20 years of experience in the design of sidewalks, streetscapes and roadways. His responsibilities include a wide range of civil design and management tasks involving overall project design, development, and QA/QC review. He is experienced in developing plans and bid packages for municipal projects and has in-depth knowledge of NYSDOT and AASHTO design standards and the project development process.

Mr. Williams' representative project experience includes:

Crescent Road Sidewalks & Multi-Use Path, Towns of Clifton Park and Halfmoon, NY. Project manager for preliminary and final design of a one-mile asphalt multi-use trail and sidewalks connecting the Towns of Clifton Park and Halfmoon. The project included upgrades to two intersections, crosswalks, and enhanced shoulders along Crescent Road. MJ's responsibilities included development of alignments, profiles, typical sections, DTM creation, survey and mapping, and cost estimates. As part of the preliminary design phase, MJ developed three trail alternatives. *Sidewalks were designed along the Crescent Road Bridge over I-87.*

CR 151 (3rd Avenue) over East Street and AMTRAK Railroad, City of Rensselaer, NY. Project manager for design services to rehabilitate the 3rd Avenue bridge in the City of Rensselaer. The rehabilitation included replacement of high rocker bearings and deck joints; repairs to the steel superstructure and substructure piers; upgrades to the bridge fencing and lighting; *pedestrian accommodations*; and bridge painting. This bridge was part of a planned off-site detour route to be utilized for the rehabilitation of another nearby bridge. MJ was responsible for careful planning to assure that both bridges are not closed at the same time. *This project involved extensive coordination with CSX and AMTRAK railroads.* MJ was responsible for coordinating and leading the public information meeting. MJ also provided survey and mapping, and ROW survey and mapping.

Troy-Menands Bridge Sidewalks and Multi-Use Paths, City of Troy, NY. Lead transportation engineer for improvements to connect the Riverfront Pedestrian/Bikeway Trail in the City of Troy to the Corning Preserve Pedestrian/Bikeway Trail in the City of Menands via the NYS Route 378 Bridge over the Hudson River. MJ's responsibilities included



Engineering and
Land Surveying, P.C.

Eric S. Williams, P.E.

Project Manager

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design and coordination of the major design elements including multi-use paths and bridge modifications, highway, and pedestrian guiderail upgrades. MJ also coordinated the restoration of a historically-significant balustrade wall along the City of Troy approach. This portion of the proposed project required coordination with the NYS Office of Parks, Recreation, and Historic Preservation. The westside of the Route 378 Bridge required a bridge/viaduct to connect the multi-use path to the existing Corning Preserve Bikeway. *Sidewalks were designed along the Troy-Menands Bridge over I-787.*

Replacement of NY 32 Bridge over Mohawk River, Albany and Saratoga Counties, NY. Project manager for engineering services for the final design for the replacement of the NY 32 bridge over the Mohawk river in Albany and Saratoga Counties. The project included highway design to modify the bridge approaches, and bridge design to replace the former concrete spandrel-arch bridge. MJ was responsible for the Work Zone Traffic Control (WZTC), traffic signal replacement, utilities, culvert design, erosion control, sign and striping, intersection improvements and *pedestrian accommodations. The project included the design of sidewalks over the bridge.*

Reconstruction of Interchange 12, Town of Malta, NY. Project engineer for the preliminary and final design phases for the interchange improvements and bridge replacement of the existing Route 67 Bridge over I-87 at Interchange 12. WZTC plan incorporated the conversion of the existing conventional diamond interchange to roundabouts and cost estimates. Traffic calming, increased pedestrian and bicyclist safety, green space, reduced operating speeds, reduced traffic accidents and reduced accident severity were all primary objectives of the design. *The project involved designing sidewalks over the I-87 bridge.*

Krumkill Road Bridge Replacement over NY Route 85, City of Albany, NY. Project engineer for the preliminary and final design phases for the replacement of the Krumkill Road Bridge over NY Route 85. Mr. Williams responsibilities included the design of highway elements, including development of all highway ramps; horizontal and vertical alignments and typical sections; drainage design; development of final pavement marking, interchange signing and WZTC plans. *The project included the design of sidewalks over the bridge.*

NY Route 9 over the Hudson River, Glens Falls, NY. Project engineer for the \$15 million replacement of the existing six span concrete bridge carrying NYS Route 9 over the Hudson River. Mr. Williams developed all highway approach elements, including extensive upgrades to the public and private utilities, including provisions for temporary water, sewer and telephone services during the bridge staging. *The project also included the design of sidewalks over the bridge.*

Geyser Road Reconstruction and Sidewalk Design, Town of Milton, NY. Project manager for the design of pedestrian and bicycle accommodations, including *sidewalks*, shared-use lane design and improvements at numerous intersections along Geyser Road. These improvements included curbing, ADA compliant ramps, high visibility crosswalks, historic period lighting, drainage and the addition of turn lanes. The project enhances Milton's Town Center by enhancing vehicular and pedestrian access and safety.



Engineering and
Land Surveying, P.C.

Brian J. Cooper, P.E.

QA/QC Manager



EDUCATION

BS, Civil Engineering, Union College, Schenectady, NY (1992)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers (ASCE)

Association for Bridge Construction and Design (ABCD)

Precast Concrete Association of New York, Inc. (PCANY)

American Society of Highway Engineers (ASHE)

Society of Military Engineers (SAME)

YEARS OF EXPERIENCE

Total: 26

With MJ: 22

Mr. Cooper presently serves as the project manager/senior engineer for several of MJ's design projects. His responsibilities include a wide range of preliminary and final design tasks and management involving overall project design, development, and QA/QC review.

Mr. Cooper has been responsible for the following projects:

Troy-Menands Bridge Sidewalks and Multi-Use Paths, City of Troy, NY. Project manager for improvements to connect the Riverfront Pedestrian/Bikeway Trail in the City of Troy to the Corning Preserve Pedestrian/Bikeway Trail in the City of Menands via the NYS Route 378 Bridge over the Hudson River. Mr. Cooper's responsibilities included design and coordination of the major design elements including multi-use paths and bridge modifications, highway, and pedestrian guiderail upgrades. Mr. Cooper also coordinated the restoration of a historically-significant balustrade wall along the City of Troy approach. This portion of the proposed project required coordination with the NYS Office of Parks, Recreation, and Historic Preservation. The westside of the Route 378 Bridge required a bridge/viaduct to connect the multi-use path to the existing Corning Preserve Bikeway. *Sidewalks were designed along the Troy-Menands Bridge over I-787.*

Crescent Road Sidewalks & Multi-Use Path, Towns of Clifton Park and Halfmoon, NY. Senior transportation engineer responsible for preliminary and final design of a one-mile asphalt multi-use trail and sidewalks connecting the Towns of Clifton Park and Halfmoon. The project included upgrades to two intersections and installation of pedestrian accommodations, including crosswalks, sidewalks and enhanced shoulders along Crescent Road. MJ's responsibilities include development of proposed alignments, profiles, typical sections, DTM creation, survey, and cost estimates for feasible alternatives. *Sidewalks were designed along the Crescent Road Bridge over I-87.*

Reconstruction of Interchange 12, Town of Malta, NY. Project manager for the preliminary and final design phases for the interchange improvements and bridge replacement of the existing Route 67 Bridge over I-87 at Interchange 12. WZTC plan incorporated the conversion of the existing conventional diamond interchange to roundabouts and cost estimates. Traffic calming, increased pedestrian and bicyclist safety, green space, reduced operating speeds, reduced



Engineering and
Land Surveying, P.C.

Brian J. Cooper, P.E.

QA/QC Manager

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traffic accidents and reduced accident severity were all primary objectives of the design. *The project involved designing sidewalks along the entire project corridor, including over the I-87 bridge.*

NY Route 149 Bridge Replacement over Mettawee River, Village of Granville, NY. Project engineer for preliminary and final design for the replacement of the NY Route 149 Bridge over the Mettawee River. Mr. Cooper's responsibilities included the design of proposed alignments, profiles, typical sections, DTM creation and *pedestrian accommodations*. Extensive coordination with Village officials and representatives from the business district were required to obtain design approval. Mr. Cooper also coordinated the project with the Villages adjacent to the project in order to replace a siphon system located on the existing structure with a new sewer pump station and boring under the Mettawee River. *The project included the design of sidewalks over the bridges.*

CR 151 (3rd Avenue) over East Street and AMTRAK Railroad, City of Rensselaer, NY. Lead transportation engineer for design services to rehabilitate the 3rd Avenue Bridge in the City of Rensselaer. The rehabilitation included replacement of high rocker bearings and deck joints; repairs to the steel superstructure and substructure piers; upgrades to the bridge fencing and lighting; *pedestrian accommodations*; and bridge painting. This bridge was part of a planned off-site detour route to be utilized for the rehabilitation of another nearby bridge. MJ was responsible for careful planning to assure that both bridges are not closed at the same time. *This project involved extensive coordination with CSX and AMTRAK railroads.* MJ was responsible for coordinating and leading the public information meeting. MJ also provided survey and mapping, and ROW survey and mapping.

Renovation of Ushers Road Bridge over I-87, Town of Clifton Park, NY. Project engineer for preliminary and detailed design for interchange improvements and replacement of four existing bridges. Mr. Cooper's responsibilities included preparation of the Design Approval Document, development of all proposed alignments, profiles, typical sections, DTM creation and contract estimate. Other responsibilities included design of driveway/intersection relocations and development of the overall WZTC scheme. *The project included the design of sidewalks over the bridges.*

Reconstruction of the Historic Third Street Bridge, City of Troy, NY. Project engineer for the structural investigation and rehabilitation design of the Third Street Bridge over Poestenkill. The original construction of this two-span stone masonry arch bridge dated back to 1875. MJ provided preliminary and final design services, including. Design alternatives included rehabilitation of the existing structure and reconstruction using the same stone. MJ conducted hands-on inspection and documentation of the existing stones. A report on design was prepared to facilitate the disassembly and reconstruction of the filled arch. The design elements for the historic preservation project included the refurbishing of ornamental pedestrian railing with period coloring, resetting of bluestone slate sidewalks, and *sidewalk design over the bridge.*



Engineering and
Land Surveying, P.C.

Daniel A. Eckert, P.E.

Senior Bridge Engineer



EDUCATION

BS, Civil Engineering (Structures),
Pennsylvania State University
(2004)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York, Pennsylvania, Virginia

PROFESSIONAL ASSOCIATIONS

Certified in Railroad Training
American Society of Civil
Engineers (ASCE)
Association for Bridge
Construction and Design (ABCD)
American Society of Highway
Engineers (ASHE)
NCEES Council Record Holder

YEARS OF EXPERIENCE

Total: 14
With MJ: 4

Mr. Eckert's experience includes locally and state-owned bridges, and large-scale interstate projects. He is highly experienced in bridge design, load analyses and inspection. Mr. Eckert is skilled in developing plans and bid packages for municipal projects and has in-depth knowledge of AASHTO specifications, NYSDOT Bridge/Highway Design Manuals and NYSDOT Standard Specifications, NYSDEC, and USACE regulations and all other applicable guidelines and regulations.

Mr. Eckert has been responsible for the following projects:

Route 32 over the Mohawk River, Albany and Saratoga Counties, NY.

Lead engineer for the design of a five-span Steel multi-girder structure over the Mohawk River replacing the existing scour critical structure composed of concrete arches. The bridge had three straight spans and two curved spans, numerous utilities, and carried three lanes of traffic. Due to the soil in the area, the design scour was very significant, requiring large drilled shafts, socketed into bedrock, 30 feet below the bottom of the piers to be necessary. The bridge also had decorative bridge railing and lighting pilasters. Mr. Eckert led the design of the superstructure, piers, and the drilled shafts that the structure was supported upon. *The project involved design sidewalks on both sides of the bridge.*

CR 151 (3rd Avenue) over East Street and AMTRAK Railroad, City of Rensselaer, NY.

Lead bridge engineer for design services to rehabilitate the 3rd Avenue bridge in the City of Rensselaer. The rehabilitation included replacement of high rocker bearings and deck joints; repairs to the steel superstructure and substructure piers; upgrades to the bridge fencing and lighting; *pedestrian accommodations*; and bridge painting. This bridge was part of a planned off-site detour route to be utilized for the rehabilitation of another nearby bridge. MJ was responsible for careful planning to assure that both bridges are not closed at the same time. *This project involved extensive coordination with CSX and AMTRAK railroads.* MJ was responsible for coordinating and leading the public information meeting. MJ also provided survey and mapping, and ROW survey and mapping.

Mohawk Valley Gateway Overlook Pedestrian Bridge, Amsterdam, NY.

Mr. Eckert provided engineering services to assist in the design of a pedestrian bridge that spans the Mohawk River and Erie Canal. The



Engineering and
Land Surveying, P.C.

Daniel A. Eckert, P.E.

Senior Bridge Engineer

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bridge, a greenway that provides pedestrian access from the City's south side to Riverlink Park on the City's north shore, reconnects its two halves. The bridge features viewing areas, sculptural elements, gathering spaces and extensive landscaping. As a key member of the project team, MJ was responsible for the design of *pedestrian accommodations* that connects the new bridge to Riverlink Park.

Groninger Valley Road, PENNDOT. In Juniata County, PA, a historical truss reached its service life for carrying vehicular traffic. PennDOT contracted out for a feasibility report to determine if the structure should be renovated or replaced. The cost for replacement was significantly less, and with a historical preservation society purchasing the existing truss to act as a *pedestrian bridge* in a new location, the replacement was the direction chosen. Mr. Eckert was a project engineer for the design of the replacement bridge that consisted of a two-span bridge with bulb trees serving as the superstructure that with a continuity diaphragm, made continuous for live load over the pier. The superstructure was supported upon conventional reinforced concrete substructures with deep foundations. A cobblestone architectural treatment and concrete dying was used to have the substructures blend better with the surroundings and enhance the location's history with the numerous quarries around, as well as resemble the previous bridge's laid stone abutments. Mr. Eckert assisted in the design of the bridge including the shear blocks, seismic analysis, and pier design, along with the majority of the design checks prior to final submission.

Cedar Avenue Bridge, Scranton, PA. Mr. Eckert provided inspection of an abandoned railroad bridge for the National Park Service. The bridge was to be rehabilitated to ensure the safety of the traveling public from the historic Steamtown District, the newly renovated concourse along Lackawanna Avenue, various trails and other walkways to points throughout the City. Mr. Eckert also determined the proper course of action to rehabilitate the bridge.

Riverfront Greenway Design, Scranton, PA. Mr. Eckert was responsible for the inspection of an abandoned railroad bridge for the Lackawanna Heritage Valley Riverfront Greenway Rail to Trails project to see if construction vehicles could utilize the existing railroad bridge during construction of the trail. After the inspection, Mr. Eckert completed the load analysis of the bridge using PennDOT software, BAR-7.

NPS Steamtown Site Cedar Avenue Bridge, PENNDOT. Mr. Eckert served as an assistant team leader for the inspection of an abandoned railroad bridge for the National Park Service in the City of Scranton, PA. The bridge was to be rehabilitated to ensure the safety of the traveling public as a trail bridge. After assisting with the inspection, Mr. Eckert determined the proper course of action to rehabilitate the bridge.

Replacement of CR 10 Bridge over Little Schoharie Creek, Albany County, NY. Project manager for survey, design, and construction inspection for the replacement of this existing bridge structure in the Town of Berne. MJ designed a steel, multi-girder bridge supported upon integral abutments perched behind corrosion resistant coated permanent sheeting to act as scour protection. The structure increased the hydraulic opening, reducing the velocity and overtopping during the 100-year flood event. The alignment was also shifted to avoid any need for acquisitions and improved the non-standard horizontal curve.



Chad W. Schneider, P.E.

Transportation Engineer



EDUCATION

BS, Civil Engineering, Union
College, Schenectady, NY (1999)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York (2016)

NYSDOL Certified Asbestos
Inspector

PROFESSIONAL ORGANIZATIONS

American Society of Highway
Engineers – ASHE

YEARS OF EXPERIENCE

Total: 19

With MJ: 19

Mr. Schneider's work has encompassed sidewalk design, highway design, transportation planning, traffic engineering, and road safety.

Mr. Schneider's representative project experience includes:

Troy-Menands Bridge Sidewalks and Multi-Use Paths, City of Troy, NY. Transportation engineer for improvements to connect the Riverfront Pedestrian/Bikeway Trail in the City of Troy to the Corning Preserve Pedestrian/Bikeway Trail in the City of Menands via the NYS Route 378 Bridge over the Hudson River. Responsibilities included design and coordination of multi-use paths and bridge modifications, highway, and pedestrian guiderail upgrades. The project required coordination with the NYS Office of Parks, Recreation, and Historic Preservation. *Sidewalks were designed along the Troy-Menands Bridge over I-787.*

Crescent Road Sidewalks & Multi-Use Path, Towns of Clifton Park and Halfmoon, NY. Transportation engineer for preliminary and final design of a one-mile asphalt multi-use trail and sidewalks connecting the Towns of Clifton Park and Halfmoon. The project included upgrades to two intersections, crosswalks, and enhanced shoulders along Crescent Road. MJ's responsibilities included development of alignments, profiles, typical sections, DTM creation, survey and mapping, and cost estimates. As part of the preliminary design phase, MJ developed three trail alternatives. *Sidewalks were designed along the Crescent Road Bridge over I-87.*

Reconstruction of Interchange 12, Town of Malta, NY. Design engineer for the preliminary and final design phases for the interchange improvements and bridge replacement of the existing Route 67 Bridge over I-87 at Interchange 12. WZTC plan incorporated the conversion of the existing conventional diamond interchange to roundabouts and cost estimates. Traffic calming, increased pedestrian and bicyclist safety, green space, reduced operating speeds, reduced traffic accidents and reduced accident severity were all primary objectives of the design. *The project involved designing sidewalks along the entire project corridor, including over the I-87 bridge.*



Engineering and
Land Surveying, P.C.

Chad W. Schneider, P.E.

Transportation Engineer

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NY Gateway Connections Improvement Project to the US Peace Bridge Plaza, Buffalo, NY. Mr. Schneider was responsible for civil and highway design services associated with the New York Gateway Connections Improvement Project, which reconfigures access to the U.S. Peace Bridge Plaza, reduces the amount of bridge traffic using local streets and provides several *pedestrian and bicycle enhancements, including a new Shoreline trail bridge and observation deck area.*

Replacement of the Tappan Zee Bridge Westchester and Rockland Counties, NY. Mr. Schneider served as a design engineer for this \$4B design/build project to replace the Tappan Zee Bridge, which carries roughly 138,000 vehicles a day. Mr. Schneider's responsibilities included transportation design and utility coordination services. This project addressed the need to correct substandard structural, operational, mobility, safety and security features of the existing bridge. It features eight general traffic lanes plus emergency lanes and extra-wide shoulders, a new toll plaza with at least three highway speed E-ZPass lanes, *a dedicated bicycle and pedestrian path on the northern span*, and safe scenic overlooks. *The dedicated bicycle and pedestrian path include six resting points that reflect the culture and history of the Lower Hudson Valley. The shared-use path provides a new connection for non-motorized transport in the region and offers an exciting recreational opportunity that did not previously exist in Rockland or Westchester counties.*

Mohawk Valley Gateway Overlook Pedestrian Bridge and Multi-Use Paths, City of Amsterdam, NY. Transportation engineer responsible for overseeing MJ's role associated with this proposed pedestrian bridge to span the Mohawk River and Erie Canal in South Amsterdam. The bridge, a greenway that will provide pedestrian access from the city's south side to Riverlink Park on the city's north shore, reconnects the city's two halves. The bridge features viewing areas, sculptural elements, gathering spaces and extensive landscaping. As a key member of the project team, MJ was responsible for the design of *pedestrian accommodations* that connects the new bridge to Riverlink Park.

Moe Road Sidewalks & Multi-Use Path, Town of Clifton, NY. Project engineer for construction of a pedestrian-bicycle path, which consists of a combination of asphalt-paved multi-use paths, strategic crosswalks, *sidewalks* and enhanced shoulders located along Moe Road. MJ's responsibilities included the development of proposed alignments, profiles, typical sections, DTM creation, survey and mapping and cost estimates for all feasible alternatives.

Geyser Road Reconstruction and Sidewalk Design, Town of Milton, NY. Transportation engineer for the design of pedestrian and bicycle accommodations, including *sidewalks*, shared-use lane design and improvements at numerous intersections along Geyser Road. These improvements included curbing, ADA compliant ramps, high visibility crosswalks, historic period lighting, drainage and the addition of turn lanes. The project enhances Milton's Town Center by enhancing vehicular and pedestrian access and safety.



Engineering and
Land Surveying, P.C.

Lisa M. Wallin, P.E.

Environmental/Transportation Engineer



Ms. Wallin currently serves as a civil/environmental engineer at MJ. She has 14 years of experience in trail and site design, stormwater design, environmental compliance, environmental assessment and remediation, and land development projects.

Ms. Wallin's project experience includes:

Crescent Road Sidewalks & Multi-Use Path, Towns of Clifton Park and Halfmoon, NY. Environmental/transportation engineer for preliminary and final design of a one-mile asphalt multi-use trail and sidewalks connecting the Towns of Clifton Park and Halfmoon. The project included upgrades to two intersections, crosswalks, and enhanced shoulders along Crescent Road. MJ's responsibilities included development of alignments, profiles, typical sections, DTM creation, survey and mapping, and cost estimates. As part of the preliminary design phase, MJ developed three trail alternatives. *Sidewalks were designed along the Crescent Road Bridge over I-87.*

Replacement of NY 32 Bridge over Mohawk River, Albany and Saratoga Counties, NY. Environmental/transportation engineer for the final design for the replacement of the NY 32 bridge over the Mohawk river in Albany and Saratoga Counties. The project included highway design to modify the bridge approaches, and bridge design to replace the former concrete spandrel-arch bridge. MJ was responsible for the Work Zone Traffic Control (WZTC), traffic signal replacement, utilities, culvert design, erosion control, sign and striping, intersection improvements and *pedestrian accommodations. The project included the design of sidewalks over the bridge.*

Troy-Menands Bridge Sidewalks and Multi-Use Paths, City of Troy, NY. Environmental/transportation engineer for improvements to connect the Riverfront Pedestrian/Bikeway Trail in the City of Troy to the Corning Preserve Pedestrian/Bikeway Trail in the City of Menands via the NYS Route 378 Bridge over the Hudson River. Responsibilities included design and coordination of multi-use paths and bridge modifications, highway, and pedestrian guiderail upgrades. The project required coordination with the NYS Office of Parks, Recreation, and Historic Preservation. *Sidewalks were designed along the Troy-Menands Bridge over I-787.*

EDUCATION

BS, Environmental Engineering,
State University of New York at
Buffalo (2003)

MS, Civil Engineering -
Concentration in Environmental
Engineering, State University of
New York at Buffalo (2004)

PROFESSIONAL REGISTRATION

Licensed Professional Engineer:
New York

PROFESSIONAL ORGANIZATIONS

American Society of Civil
Engineers – ASCE

YEARS OF EXPERIENCE

Total: 14

With MJ: 10



Engineering and
Land Surveying, P.C.

Lisa M. Wallin, P.E.

Environmental/Transportation Engineer

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NY Gateway Connections Improvement Project to the US Peace Bridge Plaza, Buffalo, NY. Environmental/transportation engineer for highway design services associated with the New York Gateway Connections Improvement Project, which reconfigures access to the U.S. Peace Bridge Plaza, reduces the amount of bridge traffic using local streets and provides several *pedestrian and bicycle enhancements, including a new Shoreline trail bridge and observation deck area.*

Mohawk Valley Gateway Overlook Pedestrian Bridge, City of Amsterdam, NY. Environmental/transportation engineer for the design of a new pedestrian bridge spanning over the Mohawk River and Erie Canal in South Amsterdam. The bridge, a greenway providing pedestrian access from the city's south side to Riverlink Park on the city's north shore, reconnects the city's two halves. The bridge features viewing areas, sculptural elements, gathering spaces and extensive landscaping. As a key member of the project team, MJ was responsible for the design of *pedestrian accommodations* that connects the new bridge to Riverlink Park.

Safe Routes to School Program – Kid Power and Access Sidewalk Project, Village of Fort Edward, NY. Environmental/transportation engineer for the design of approximately 9,000 linear feet of handicap accessible *sidewalks*, related cross-walks ramps and pedestrian warning signs on primary streets within the Village. These streets represent the primary walking routes for all students who are not provided bus transportation to the Fort Edward Union Free School District campus.

Moe Road Sidewalks & Multi-Use Path, Town of Clifton, NY. Project engineer for construction of a pedestrian-bicycle path, which consists of a combination of asphalt-paved multi-use paths, strategic crosswalks, *sidewalks* and enhanced shoulders located along Moe Road. MJ's responsibilities included the development of proposed alignments, profiles, typical sections, DTM creation, survey and mapping and cost estimates for all feasible alternatives.

Tahawus Road over the Hudson River Bridge Rehabilitation, Town of Newcomb, NY. Ms. Wallin was responsible for environmental investigations for this bridge rehabilitation project. She prepared the Adirondack Park Agency (APA) Jurisdictional Inquiry Form and development of the environmental section of the design report.

Elm Street over the Little Hoosic River Bridge Replacement, Town of Berlin, NY. Ms. Wallin was responsible for overseeing an environmental study which included hazardous waste screening and development of the environmental section of the design report.

Design/Build, Region 8 Bundled Bridges, NYSDOT, Ulster County, NY. Project engineer on this design/build project in NYSDOT Region 8 for the replacement of six bridges throughout Ulster County. Ms. Wallin was responsible for highway design, InRoads modeling, drainage and grading design, signing and striping design, utility coordination, and work zone traffic control design. Ms. Wallin served as the point contact between the Design-Build Team members to coordinate the highway design and construction with the structural aspects of the project.



Engineering and
Land Surveying, P.C.

Joseph G. Malinowski, P.L.S.

Director of Survey Services



Mr. Malinowski has over 39 years of experience and currently manages the Survey Group at MJ. In addition to personally reviewing all deliverables, he also monitors all work performed by MJ's survey field and office personnel, modifying existing procedures and establishing new procedures as necessary to improve productivity and efficiency. Mr. Malinowski is responsible for preparation of man-hour estimates/cost proposals, and preparation of cost control reports and progress reports.

Mr. Malinowski has been involved in the following projects:

EDUCATION

AAS, Forestry, NYS College of Environmental Science & Forestry
Wanakena, NY (1979)

PROFESSIONAL REGISTRATION

Licensed Professional Land Surveyor
New York

PROFESSIONAL ORGANIZATIONS

New York State Association of Professional Land Surveyors,
Executive Board 2007-Present

Eastern New York Society of Land Surveyors, President 2002 – 2006

YEARS OF EXPERIENCE

Total: 39

With MJ: 25

Crescent Road Sidewalks & Multi-Use Path, Towns of Clifton Park and Halfmoon, NY. Mr. Malinowski was responsible for all survey and mapping services associated with the design of sidewalks and a pedestrian-bicycle path, which connects the Towns of Clifton Park and Halfmoon. The project consisted of a combination of asphalt-paved paths, strategic crosswalks, sidewalks and enhanced shoulders along Crescent Road. *Sidewalks were designed along the Troy-Menands Bridge over I-787.*

CR 151 (3rd Avenue) over East Street and AMTRAK Railroad, City of Rensselaer, NY. Mr. Malinowski was responsible for survey and mapping and ROW survey and mapping for the rehabilitation of the 3rd Avenue Bridge. The rehabilitation included replacement of high rocker bearings and deck joints; repairs to the steel superstructure and substructure piers; upgrades to the bridge fencing and lighting; *pedestrian accommodations*; and bridge painting. This bridge was part of a planned off-site detour route to be utilized for the rehabilitation of another nearby bridge. MJ was responsible for careful planning to assure that both bridges are not closed at the same time. *This project involved extensive coordination with CSX and AMTRAK railroads.*

Reconstruction of Interchange 12, Town of Malta, NY. Mr. Malinowski was responsible for all survey and mapping for the interchange improvements and bridge replacement of the existing Route 67 Bridge over I-87 at Interchange 12. Traffic calming, increased pedestrian and bicyclist safety, green space, reduced operating speeds, reduced traffic accidents and reduced accident severity were all primary objectives of the design. *The project involved designing sidewalks along the entire project corridor, including over the I-87 bridge.*



Engineering and
Land Surveying, P.C.

Joseph G. Malinowski, P.L.S.

Director of Survey Services

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CR Route 254 Bridge Replacement, Warren County, NY. Mr. Malinowski was responsible for all survey and mapping services for the replacement of Aviation Road (Route 254) over I-87, Interchange 19. MJ developed the Work Zone Traffic Control (WZTC) plans for the stage construction of the bridge to address the impact of a revised roadway profile more than four feet above the original pavement elevations. MJ utilized temporary roadway alignments and ramp detours and worked within strict time restrictions to ensure that construction operations had minimal impact on this interchange's various functions. *Sidewalks were designed over the bridge.*

Renovation of Ushers Road Bridge over I-87, Town of Clifton Park, NY. Mr. Malinowski was responsible for all survey and mapping services for interchange improvements and replacement of four existing bridges. *The project included the design of sidewalks over the bridges.*

Safe Routes to School Program – Kid Power and Access Sidewalk Project, Village of Fort Edward, NY. Mr. Malinowski oversaw survey services for this Safe Routes to School (SRTS) project to provide safety enhancements along primary walking routes for students in Grades 4 through 12. Mr. Malinowski's team provided design survey and mapping and well as ROW survey and mapping along the project corridor.

Warren Street Corridor Improvements, Warren County, NY. Project surveyor for photo control, horizontal and vertical project baseline, established limit of existing right-of-way, compiled utility record plans, mapped all existing utilities for the Warren Street Corridor Improvement Project. The purpose of this project was to upgrade the existing water system, roadway and *sidewalks*.

Maple Avenue Sidewalks, Town of Bethlehem, NY. Project director responsible for providing survey and mapping services to the Town of Bethlehem in conjunction with the design and construction of a *sidewalk along Maple Avenue*. Using photogrammetric mapping as a base, MJ performed detailed topographic planimetric and topographic survey along the planned route of the sidewalk. Special attention was given to the location and identification of the species and diameter of trees to preserve as many as possible. MJ researched property and highway records in the course of performing the boundary and right of way determination necessary to ensure that the sidewalks were constructed within the public right of way where possible. MJ prepared 20 easement acquisition maps for the Town in those instances where the design could not be accomplished solely within the right of way.

Geyser Road Pedestrian and Bicycle Improvements, Town of Milton, NY. Mr. Malinowski was responsible for all survey and mapping services associated with the design of pedestrian and bicycle accommodation, including *sidewalks*, curbing, lighting, drainage and the addition of a turn lane on the north and south side of Geyser Road in the Town of Milton.

Pedestrian Access Improvements, Village of Voorheesville, NY. Project surveyor for design and construction of sidewalks along a state highway and village streets. Responsible right of way and boundary line determination, development of acquisition maps and review of project deliverables.



Engineering and
Land Surveying, P.C.

YEARS OF EXPERIENCE: 20

EDUCATION:

A.S. Electronic Technology, New England Technical Institute, 1991

B.S. Electronic Engineering Technology, New England Technical College, 1993

KEY QUALIFICATIONS

Mr. Armitage has supervised field operations for nondestructive testing measurements for projects evaluating the integrity and condition of pipes, piles, tunnel liners, and bridges and geophysical measurements to detect sink holes and profile top of bedrock. Mr. Armitage is experienced at acquiring and analyzing sonic/ultrasonic (impact velocity and impact echo), ground penetrating radar(GPR), seismic refraction and electrical resistivity.

REPRESENTATIVE BRIDGE TESTING EXPERIENCE:

Bridge Deck Condition Assessment:

- Wickford Road Bridge, Framingham MA, 2011
- I-270 Chain of Rocks Bridge Madison County IL.

Bridge Foundation Testing:

- Concrete encased masonry piers and masonry abutment walls, Bridge #1 Portsmouth Navy Shipyard, Kittery Maine.
- Abutment and Pier Integrity Testing Route 16 West Newton, MA

Scour:

- Seismic refraction measurements to determine depth to bedrock CT State Bridge scour survey 1998, 1999, 2000 and 2001.

Load Rating Information: (Reinforcing and structural elements thickness and integrity)

- Detecting and mapping prestressing, Massachusetts Avenue underpass Memorial Drive Boston, MA

Detecting voids and soft grout in post tensioning ducts:

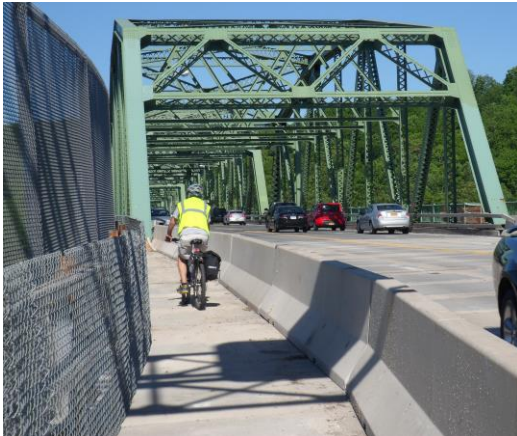
- Barge Canal Bridge Route 19, Chrystal River Fl.-2916
- Illinois Toll Road Intersection of I-355 and I-88-2016
- Bayonne Bridge, Bayonne, New Jersey-2015
- Oregon DOT, Siletz River Bridges, OR 229 and US 101 over the Siletz River, Near Lincoln City, Oregon-2015
- Robert E. Lee Bridge Richmond, VA 2015
- Wonderwood Bridge, Jacksonville, FL 2014
- Kellogg Bridges Wichita Kansas, 2010, 2011, 2012
- Sedgwick County Bridges, 15 Street Bridge over North Fork Ninnescah River and 53rd Street Bridge over Chisholm Creek, Sedgwick County, Kansas-2011
- FHWA Long Term Bridge Performance Project, Lambert Road Undercrossing, Sacramento CA-2009
- Moakley Bridge, Boston, MA 2006- 2007
- Arrival and Departure Bridges Logan International Airport Boston MA-2006
- Jamestown-Verrazzano Bridge, Jamestown RI- 2004 through 2009

TROY-MENANDS BRIDGE SIDEWALKS AND MULTI-USE PATHS

CITY OF TROY, NY

MJ provided preliminary and final design services for this important community project to connect existing multi-use trails in the City of Troy to trails the Cities of Albany and Menands. The new trail and sidewalk connect the Riverfront Pedestrian/Bikeway in the City of Troy to the Corning Preserve and trail in the City of Menands via the NYS Route 378 bridge. MJ designed trail/sidewalk connections on both sides of the bridge, as well as over the structure. MJ also designed structural modifications to the thru-truss bridge to provide added width for cyclists and pedestrians. *The project involved designing sidewalks along the entire project corridor, including sidewalks, guiderail and fencing over the I-787 bridge.*

The project included the restoration and replacement of a historically significant ornate concrete wall along the Troy approach (Burden Avenue) to the bridge. As part of the design report/environmental assessment preparation, MJ coordinated the design and historic restoration of this wall with the NYS Office of Parks, Recreation, and Historical Preservation. MJ also provided construction inspection.



Key Project Elements

- *Sidewalk design, including over bridge*
- *Guiderail/fence design*
- *Multi-use trail design*
- *Structural design*
- *Historic preservation*
- *Bridge modifications*
- *Survey*
- *Field inspection*
- *Civil/site design*
- *Pedestrian accommodations*
- *NYS OPRHP coordination*

Client:
City of Troy

Construction Cost:
\$1M



Engineering and
Land Surveying, P.C.

CRESCENT ROAD SIDEWALKS & MULTI-USE PATH

TOWN OF CLIFTON PARK, NY

MJ was responsible for design of a one-mile asphalt sidewalk/multi-use trail connecting the Towns of Clifton Park and Halfmoon in Saratoga County. The pathway extends from Dunsbach Road to Okte Elementary School. In addition to the pathway, the project included upgrades to two intersections and installation of pedestrian accommodations, including crosswalks, sidewalks and enhanced shoulders along Crescent Road. *The project also involved designing sidewalks, guiderail and fencing over the I-87 bridge over I-87.*

The scope included design survey, ROW survey and mapping, preliminary design studies, development of alternatives, development of a Design Approval Document and environmental assessment, and evaluation of construction costs for all feasible alternatives, social, economic, and environmental factors. MJ was also currently responsible for constructability review, construction support, and construction inspection services.



Key Project Elements

- Sidewalk design over bridge
- Guiderail/fence design
- Multi-use path design
- Preliminary and final design
- Inventory of existing conditions
- Design survey and mapping
- ROW survey and mapping
- Environmental assessment
- SWPPP design
- Preparation of SEQR forms
- Construction inspection
- Community outreach

"We are very pleased with MJ's performance on our recently completed Crescent Road Multi-Use Trail Project. The quality of their work, specifically design deliverables is excellent. MJ has been extremely responsive to our needs. The staff at MJ pays special attention to meeting the project schedule. They have the ability to quickly adapt to changes in schedule and scope." – John Scavo, Director of Planning

Client:
Town of Clifton Park

Construction Cost:
\$1.5M



Engineering and
Land Surveying, P.C.

THIRD AVENUE BRIDGE OVER EAST STREET AND AMTRAK RAILROAD

CITY OF RENSSELAER, NY

Third Avenue is a main thoroughfare through the City of Rensselaer to get traffic over the railroad lines that bisect the city. It is an eight-span structure with the first and last span being steel multi-girders and the interior spans being a two-girder system with floor beams supporting the concrete deck. The structure was supported upon high rocker bearings on a combination of concrete substructure units and steel framed piers. Over the years, joints have failed causing deterioration to the steel, and the high rocker bearings were a concern if they were ever to be over extended.

This rehabilitation project included replacement of high rocker bearings and deck joints, repairs to the steel superstructure and substructure piers, upgrades to the bridge fencing, lighting, bridge painting and **pedestrian accommodations**. MJ also completed a Level 1 Load Rating, modeling the final proposed condition with the rehabilitation completed. This bridge was part of a planned off-site detour route to be utilized for the rehabilitation of another nearby bridge. MJ was responsible for careful planning to assure that both bridges were not closed at the same time.

This project involved extensive coordination with CSX and AMTRAK railroads.

MJ was also responsible for coordinating/leading public information meetings, survey and mapping, and construction inspection.



Key Project Elements

- *Bridge inspection*
- *Bridge design*
- *Highway design*
- *Pedestrian accommodations*
- *Survey and mapping*
- *ROW Survey*
- *Coordination with CSX and AMTRAK*
- *Environmental permitting*
- *Utility coordination*
- *Public meetings*
- *Community outreach*
- *Cost estimates*
- *Construction inspection*

Client:
City of Rensselaer

Construction Cost:
\$3.2M



Engineering and
Land Surveying, P.C.

NYS ROUTE 149 BRIDGE OVER THE METTAWEE RIVER

VILLAGE OF GRANVILLE, NY

MJ was responsible for preliminary and final design for this bridge replacement project in the Village of Granville. The existing abutments for the bridge were adjacent to high, laid-up stone masonry building foundation walls, which also served as retaining walls at three corners of the bridge. The buildings house commercial businesses, two of which required full access during construction. Inevitably, maintaining the stability of the building foundation walls was a major issue. Preliminary design issues included building condition surveys and detailed investigations into the historic preservation of the surrounding area.

Extensive coordination with Village officials and representatives from the business district was required to obtain design approval. In addition to carrying mainline travel to the adjacent Vermont border, the structure carries the main overflow of the Village's sanitary sewer system. The overflow is a bypass for an elaborate design incorporating a siphon system under the river downstream of the bridge. As freeboard clearances restrict placing the bypass onto the proposed structure, MJ coordinated with the Village to replace the existing siphon system with a new sewer pump station and boring under the River. *The project also involved the design of new sidewalk and structural barrier over the Route 149 bridge.*



Key Project Elements

- *Sidewalk design over bridge*
- *Structural design*
- *Historic preservation*
- *Bridge modifications*
- *Survey*
- *Field inspection*
- *Civil/site design*
- *Pedestrian accommodations*
- *Off-site detour with a temporary pedestrian bridge adjacent to the new structure*
- *Existing building demolition*
- *Retaining wall construction*

Client:
NYS Department of
Transportation

Construction Cost:
\$1.7M



Engineering and
Land Surveying, P.C.

RECONSTRUCTION OF ROUTE 67 AND SIDEWALK DESIGN

TOWN OF MALTA, NY

MJ performed complete preliminary and final design for the reconstruction of the I-87 interchange, and three additional intersections along NY Route 67. MJ was responsible for design, ROW survey and mapping, preliminary through final highway design including drainage design and bridge design tasks for the replacement of the NY Route 67 Bridge over I-87 at Interchange 12. The installation of five modern roundabouts was chosen as the preferred alternative.

MJ prepared the SEQR/EIS which included: environmental studies, wetland impacts and mitigation, flood plain impact analysis, stormwater impact analysis and treatment design. Traffic impact analysis was also a major element of this project.

Traffic calming, increased pedestrian and bicyclist safety, green space, reduced operating speeds, reduced traffic accidents and reduced accident severity were all primary objectives of the design. ***The project involved designing sidewalks along the entire project corridor, including sidewalks, guiderail and fencing over the I-87 bridge.*** The design incorporated a drastic reduction in the acquisition of public property and wetland impacts as compared to conventional interchange designs.

MJ prepared and presented the project at two community outreach meetings including a detailed PowerPoint computer presentation to spur public involvement at a formal public hearing.



Key Project Elements

- *Sidewalk design, including over bridge*
- *Guiderail/fence design*
- *Highway design*
- *Traffic calming measures*
- *Pedestrian/bicycle improvements*
- *Landscape architecture*
- *Preliminary bridge design*
- *ROW survey and mapping*
- *Five modern roundabouts*
- *SEQR/EIS*
- *ADA compliance*
- *MPT*
- *Utilities*
- *Cost estimation*
- *Agency coordination*
- *Wetland land mitigation*
- *SWPPP design*
- *Community outreach*
- *Construction support*

Client:
NYS Department of
Transportation

Construction Cost:
\$16M



Engineering and
Land Surveying, P.C.

MOHAWK VALLEY OVERLOOK GATEWAY PEDESTRIAN BRIDGE

AMSTERDAM, NY

MJ was responsible for design services associated with the construction of this pedestrian bridge to span the Mohawk River and Erie Canal in South Amsterdam. The bridge is a greenway that provides pedestrian access from the city's south side to Riverlink Park on the city's north shore, reconnecting the city's two halves.

As a key member of the project team, MJ was responsible for the design of the multi-use pathway that connects the new bridge to Riverlink Park. The design includes viewing areas, sculptural elements, gathering spaces and extensive landscaping. MJ's scope of services also included preliminary and detailed structural design, design survey and mapping, ROW survey and mapping, and environmental studies and permitting.



Key Project Elements

- *Sidewalk and multi-use trail design*
- *Environmental studies and permitting*
- *Structural design*
- *Survey and mapping*
- *ROW acquisition mapping*
- *ADP Final design*
- *Pedestrian/bicycle improvements*
- *Utility design and coordination*
- *NYSDOT, NYSTA and ADA compliance*

Owner:
NYSDOT

Construction Cost:
\$16.5M



Engineering and
Land Surveying, P.C.

HISTORIC PRESERVATION OF THE CHAMPLAIN CANAL

TOWN OF HALFMOON, NY

MJ was responsible for providing structural inspection, design and construction inspection for the preservation of the Champlain Canal Structures. MJ was also responsible for the design of new trails that allow visitors to view these magnificent examples of ingenious 19th century engineering.

One of the canal structures was a well-preserved example of a wastewater weir. The wastewater weir was used to channel excess water from the canal during times of high water levels, such as the spring thaw or heavy rains. The waste water weir relies on gravity to channel the excess water from the canal, since modern pumps and electricity were not available to perform the task. The other structure was an 1823 stone arch culvert which allowed McDonald Creek to flow below both the canal and the weir.

MJ was also responsible for the design of new trails that allow visitors to view these magnificent examples of ingenious 19th century engineering. The project serves as an educational and recreational resource.

MJ provided 3D laser scanning to develop archeological documentation of this historic structure. The scan data was used for MJ's design of the rehabilitation and preservation of the canal and was also used by the Town of Halfmoon and the New York State Office of Parks, Recreation and Historic Preservation. MJ was also responsible for all design and permitting associated with the project.



Key Project Elements

- *Structural inspection*
- *Structural design*
- *Trail design*
- *Historic preservation*
- *Environmental permitting*
- *CAD drawings developed from scan data*
- *Archeological 3D laser scanning*
- *3D flythrough*
- *Construction inspection*

Client:
Town of Halfmoon

Construction Cost:
\$3.2M



Engineering and
Land Surveying, P.C.

PROJECT APPROACH

MJ's engineers have reviewed currently available data, attended the project site meeting and met internally to discuss our observations.

Mill Street is composed of two adjacent bridges. One is a six-span masonry arch structure which spans Quassaick Creek. The second is a single-span structure over the CSX railroad that consists of a prestressed adjacent box beam superstructure. It is supported on the south end by a laid-up stone masonry abutment that shares a laid-up stone masonry retaining wall with the arch bridge and an independent laid-up stone masonry abutment at the north end of the bridge. At the time of the site visit, the structures were closed to vehicular and pedestrian traffic, but the City specified that vehicular traffic would be restored in the near future. The sidewalks will not be opened to pedestrian traffic until after a comprehensive structural evaluation has been completed, with a determination of whether a sidewalk rehabilitation or complete replacement is the best option to restore pedestrian access.

In response to the City's request for proposals on how to conduct this analysis, MJ, along with our sub-consultant, NDT Corporation, propose the following plan:

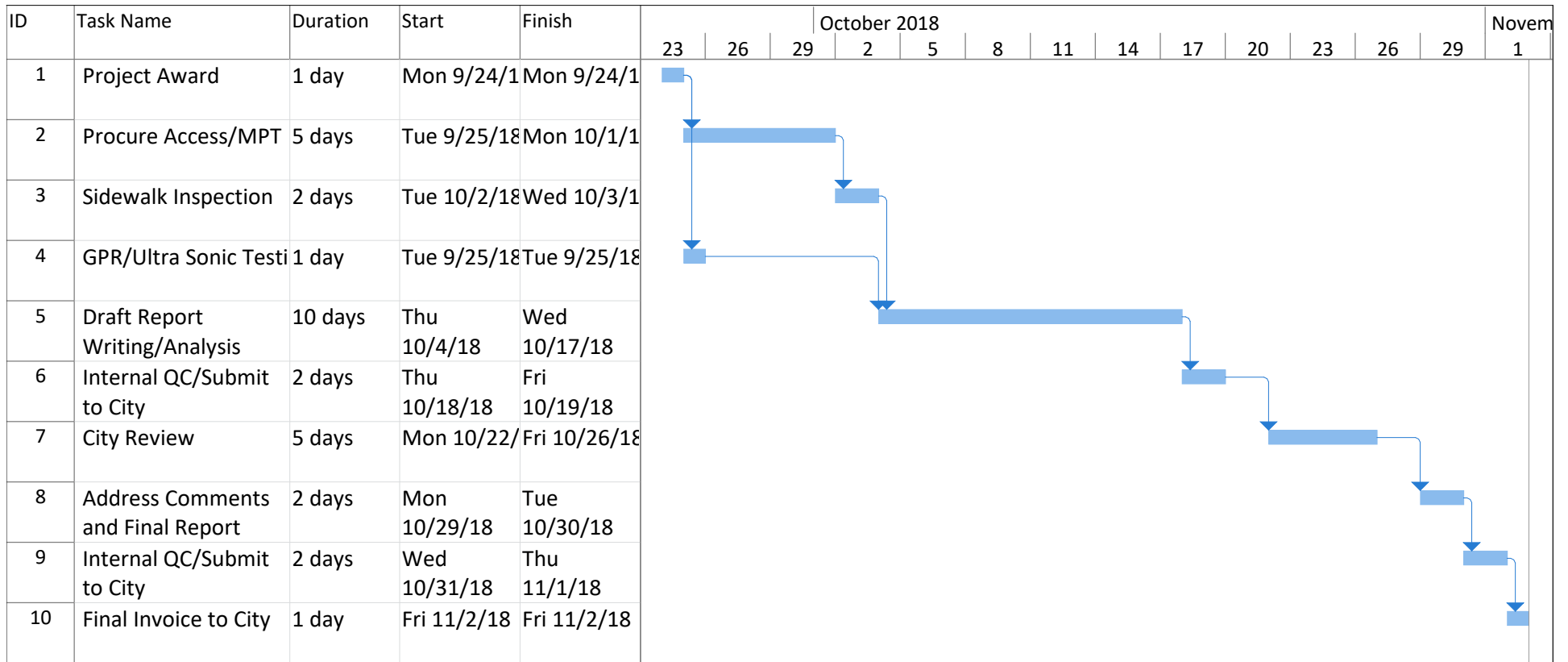
- **Examine Existing Conditions:** The City of Newburgh has indicated that they have limited information pertaining to the sidewalks and the sidewalk assemblies as they were added to the bridges after original construction; therefore, detailed information will be obtained by conducting field investigations and reviewing the past inspection reports. The field investigations will include a full, hands-on inspection, that includes member measurements, conditions, and photo documentation. An analysis of the material properties will be conducted by NDT, using non-destructive testing methods of Ground Penetrating Radar (GPR) and sonic/ultrasonic testing. The GPR will be used to evaluate the existing rebar in the sidewalks and identify areas of concrete degradation. The sonic/ultrasonic testing will provide the thickness of the concrete slab, as well as the strength of the existing concrete. MJ will also collect material samples during the field inspection to test for hazardous materials.
- **Compile Information and Conduct Analysis:** From the investigation, MJ will gather the information to better determine the existing condition of the sidewalks. After analyzing the sidewalks' existing conditions, existing capacity and remaining life, a proper course of repair or replacement will become more evident. The existing capacity of the sidewalks will be determined from the concrete properties (strength/condition) obtained from our research and field testing/evaluation, the condition of the supporting brackets, and the stability of the bracket's connections with the structure. That capacity will be compared to present day loading requirements, in order to determine if the sidewalks are adequate, as well as to better understand the repairs necessary to meet the current loading requirements.



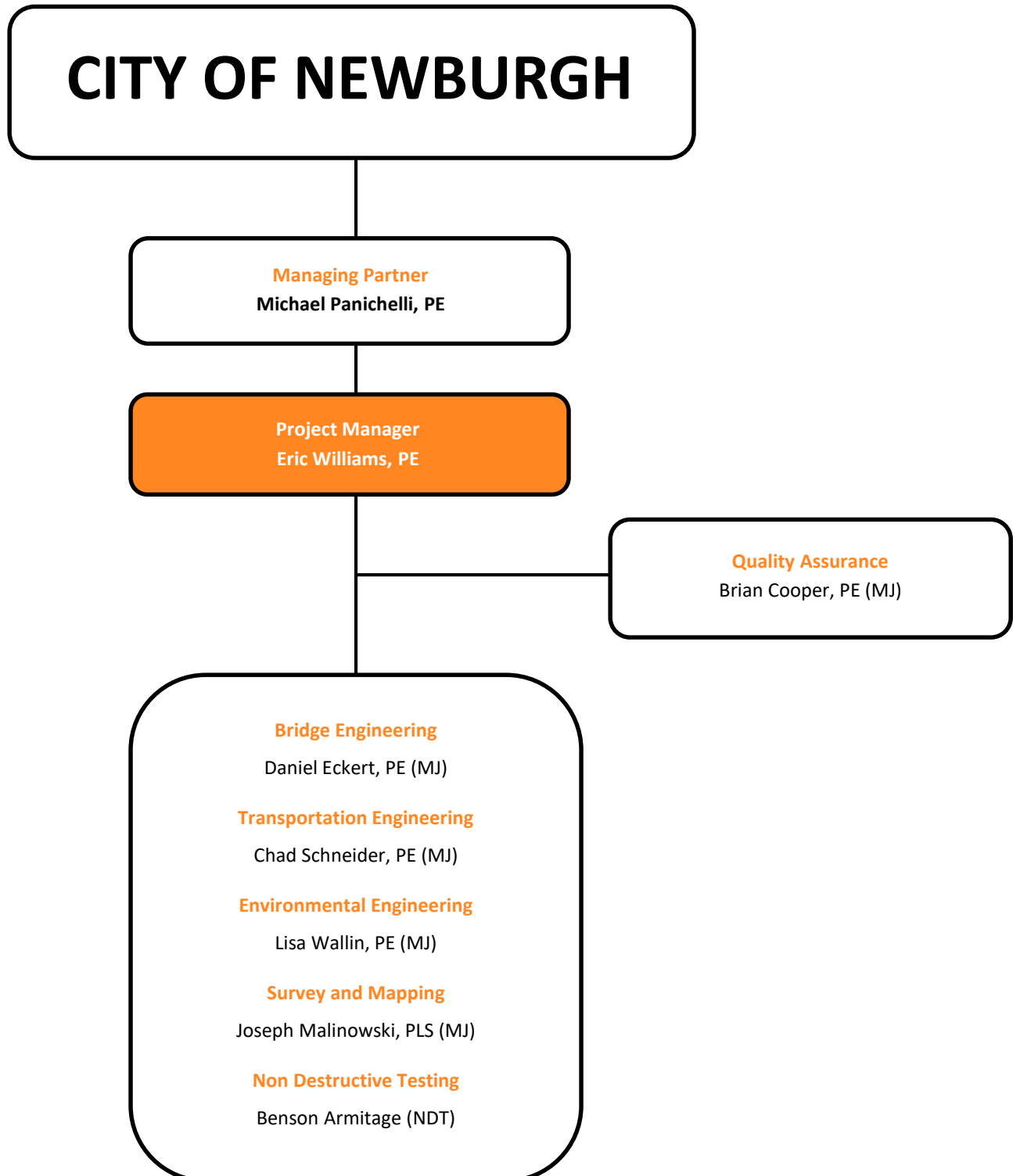
- **Develop Report and Estimate for the City:** From the field evaluation and subsequent structural analysis, MJ will develop a report formally documenting the existing conditions. This will include inspection data, along with a proposal of the necessary repairs to rehabilitate the existing sidewalks and the work required to replace the sidewalks completely. The report will be concise and comprehensive, with construction costs for both work alternatives and will stand as a decision document to support the advancement of the chosen work alternate.

MJ intends to establish open, polite, informative and transparent lines of communication with all project stakeholders. MJ, similarly, maintains strong and open lines of communication in-house. As a small firm, with strong, yet approachable leadership, we efficiently engage our various in-house engineering disciplines, and develop projects utilizing a true team approach. MJ quickly identifies and rectifies any possible issues that may arise during project development, design and construction, utilizing a proactive approach to resolve those issues.

In addition to the benefit of the established relationships and open avenues of communication, the MJ team possesses the abilities, expertise and experience to efficiently bring this project to fruition. Along with our sub-consultant, NDT, our intelligent data collection capabilities allow us to rapidly collect site information, while nearly instantaneously converting the collected site data into valuable detailed project information resulting in the development efficient and reliable design alternates while facilitating expedient and informed project decisions.



Project: msproj11 Date: Thu 8/16/18		Task		Inactive Task		Start-only	
		Split		Inactive Milestone		Finish-only	
		Milestone		Inactive Summary		Deadline	
		Summary		Manual Task		Progress	
		Project Summary		Duration-only		Manual Progress	
		External Tasks		Manual Summary Rollup			
		External Milestone		Manual Summary			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anchor Agency, Inc. P.O. Box 11799 Albany NY 12211	CONTACT NAME: Mary Frances PHONE (A/C, No, Ext): (518) 730-3200 FAX (A/C, No): (518) 730-3199 E-MAIL ADDRESS: mary@anchoragency.com
INSURER(S) AFFORDING COVERAGE	
INSURED M.J. Engineering and Land Surveying, P.C. 1533 Crescent Rd. Clifton Park NY 12065	INSURER A: Valley Forge Ins Co NAIC # 20508 INSURER B: Continental Casualty Co 20443 INSURER C: Continental Casualty Co - Hull INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: Cert ID 18030** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	6020320375	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	6020320358	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N	N	6020320361	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	5099707531	09/01/2017	09/01/2018	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Incl. Pollution Liab.	N	N	AEH591879232	09/01/2017	09/01/2018	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frederick A. Kelly, Pres.

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FEE PROPOSAL

MJ proposes to complete the professional services described in the RFP's scope of services for the lump sum fee of **\$35,200**.



Engineering and
Land Surveying, P.C.

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF New York)
COUNTY OF Saratoga))SS

I, Michael Panichelli of the (City, Town, Village) of Town of Clifton Park
in the County of Saratoga in the State of New York,
of full age, being duly sworn according to law on my oath dispose and say that:

I am President, an officer of the firm of M.J. Engineering and Land Surveying, P.C.
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such Contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by The City of Newburgh. (Name of Agency)

Subscribed and sworn to by: 
(Signature – in **Blue** Ink)

Michael Panichelli, President
(Print or type name and title of individual that signed above)

Before me this 17th day
of August, 2018


(Notary Public Signature)

Notary Public of Saratoga County, NY

My commission expires 8/10 2022

Affix Notary Stamp/Seal

DEBORAH WALDRUFF
Notary Public, State of New York
No. 01WA011483
Qualified in Saratoga County
Commission Expires Aug. 10, 2022

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

Form 'A'

Acknowledgement of Addendum No. 1

Request for Proposal

RFP #10.18

for Professional Engineering Services

for the Evaluation and Preparation of Design Alternatives

for the Existing Pedestrian Sidewalks along the Mill Street Bridge

I, Michael Panichelli, acknowledge receipt of the above-referenced Addendum dated Wednesday, August 15, 2018 and agree that he/she is bound by all Addenda, whether or not listed herein, and has taken the information contained therein into consideration in preparing our response to the above Proposal.

By:



Signature of Proposer (in blue ink)

Date:

8/17/18

Michael Panichelli, President

Name of Proposer

M.J. Engineering and Land Surveying, P.C.

Proposer's Business Name

RESOLUTION NO.: 240-2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AMENDING RESOLUTION NO. 50-2018 AND THE 2018 PERSONNEL
ANALYSIS BOOK TO ADD THREE TEMPORARY POSITIONS
IN THE SANITATION DIVISION IN THE DEPARTMENT OF PUBLIC WORKS
FOR 10 WEEKS**

WHEREAS, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

WHEREAS, the Department of Public Works is requesting 3 temporary sanitation worker positions in the sanitation division for a period of 10 weeks commencing on August 24, 2018; and

WHEREAS, the City Council has determined that adding 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the addition of the temporary positions requires the amendment of Resolution No. 50-2018 of February 26, 2018 which amended the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 50-2018 of February 26, 2018 and the Personnel Analysis Book for 2018 be and are hereby amended to add 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works for a period of 10 weeks commencing on August 24, 2018.

RESOLUTION NO.: 50-2018

OF

FEBRUARY 26, 2018

A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK
TO ADD THREE TEMPORARY POSITIONS IN THE SANITATION DIVISION
IN THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

WHEREAS, the Department of Public Works is requesting 3 temporary sanitation worker positions in the sanitation division for a period of 30 days; and

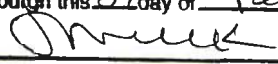
WHEREAS, the City Council has determined that adding 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the addition of the temporary positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to add 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works for a period not to exceed 30 working days commencing on the date the sanitation workers are first employed by the City of Newburgh.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held FEB 26, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of FEB -20 18


City Clerk

RESOLUTION NO.: 241 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION REJECTING ALL BIDS RECEIVED
IN CONNECTION WITH THE RESTORATION OF THE CIVIL WAR MEMORIAL
LOCATED IN DOWNING PARK**

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

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

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

WHEREAS, two (2) bids were received and opened; and

WHEREAS, upon review of the bids it has been determined that the cost of the bids for restoration exceeds the available budget for the project and the appraisal and cost estimates previously obtained by the City of Newburgh; and

WHEREAS, this Council has determined that rejecting all bids for the restoration of the Civil War Memorial 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 all bids received in connection with the restoration of the Civil War Memorial located within Downing Park be and are hereby rejected.



Tuesday, August 14, 2018

Ms. Kathryn Mack
City Comptroller
City of Newburgh, NY

Re: **Newburgh Civil War Monument**
Downing Park
Newburgh, NY

Dear Ms. Mack,

PCC Contracting Inc. and Lacey Thaler Reilly Wilson Architecture and Preservation would like to extend the following qualifications and proposal for restoration of the Newburgh Civil War Monument at Downing Park. PCC Contracting and LTRW have collaborated on restoring landmarks throughout New York State and would be honored to participate in the restoration of this very important piece of history. Please take a minute and read through a short list of our most decorated projects.

- Spirit of Life & Spencer Trask Memorial – Erected in 1915 by Katrina Trask as a tribute to her deceased husband this monument is a constant reminder of our duties to preserve our national resources. 100 years after its dedication in 2015, PCC Contracting was fortunate enough to work hand-in-hand with LTRW, performing the stone restoration on the Trask Memorial. This project was incredibly fulfilling and ended up yielding a Preservation award by the Preservation League of New York State.
- Canfield Casino – Built by John Morrissey in 1870 the casino has been a center part of Saratoga NY's rich historical tradition. In 2017, PCC was hired to restore the Casino Ballroom which resides as the centerpiece of the casino. Due to the age and fragileness of the structure PCC had to take extreme care to properly bring the beauty back to this historical monument. The American Public Works Association chose this project for their 2017 Historical Restoration Project of the Year Award.
- Amsterdam City Hall Portico – Formerly known as the Sanford Mansion, built in 1869 and was the home of House of Representatives member John Sanford. The structure was donated to the City of Amsterdam and later became Amsterdam City Hall. The rear of the building boasts an incredible fluted column portico overlooking the rose garden and grounds. In 2018, PCC and LTRW teamed up again on this magnificent structure restoring the heavily deteriorated cast stone grand portico to its original beauty.

PCC Contracting and Lacey Thaler Reilly Wilson have been fortunate enough to restore some of the greatest landmarks in New York. We would be proud to add the Newburgh Civil War Monument to the list of historical works we've help to bring back to their original beauty. Please find our proposal attached with this cover sheet.

Sincerely,

PCC Contracting, Inc.

A handwritten signature in black ink, appearing to read "Chris Fahnestock", is written over a horizontal line.

Chris Fahnestock
Project Manager



Tuesday, August 14, 2018

Ms. Kathryn Mack
City Comptroller
City of Newburgh, NY

Re: **Newburgh Civil War Monument**
Downing Park
Newburgh, NY

Dear Ms. Mack,

PCC Contracting, Inc. in conjunction with Lacey Thaler Reilly Wilson Architecture proposes to supply all architectural design, supervision, labor, material, and equipment necessary to perform the below detailed work for a lump sum of **\$139,050.00 (One Hundred Thirty-Nine Thousand Fifty Dollars).**

Scope of Work:

- 1) Replication of the Downing Park Civil War Monument**
- a) *Architectural design of fabrication to replicate original monument.*
 - b) *Restore or replace monument foundation.*
 - c) *Erection of center fountain stele and two benches*
 - d) *Reinstallation of bronze plaque.*

Enumeration of Contract Documents

- *Notice: City of Newburgh RFP# 8.18, Dated 07/02/2018*

Sincerely,

PCC Contracting, Inc.

A handwritten signature in black ink, appearing to read "Chris Fahnestock", is written over a horizontal line.

Chris Fahnestock
Project Manager

Request for Proposal (RFP)
for
The replacement of the City of Newburgh's
Civil War Monument

Purpose of the Proposal

The City of Newburgh is seeking proposals for the replacement of the damaged City of Newburgh Civil War Monument location in Downing Park in the City of Newburgh, Orange County, New York.



Scope of Opportunity

A company can submit a proposal for the replacement of a stone memorial, consisting of: A center fountain stele with two attached benches, all on one base the center section of which measures 46" x 42" x 6" and the two side projections under benches are each 66" x 28" x 6". The stele is 100" tall by 42" which includes 3" recessed panels front and back to a height of 82". Additionally, the stele is tiered in two additional steps on top. The bronze dedication plaque has been saved and is to be reinstalled on the new stone. A small water fountain bowl is beneath the plaque. Work to be completed in the Fall of 2018.

Background

An early morning car crash in 2015 destroyed the memorial erected in 1934 by The Daughters of the Union, descendants of Newburgh's brave Civil War soldiers. The women of the local Defender's Chapter intended their monument to last for the ages and teach generations to come. The City aims to restore this monument at the same location near the corner of Third Street and Robinson Avenue in the City park and in the original design created by the women of the Defender's Chapter of the Daughters of the Union. Fragments of the original remain on site and measurements can be taken for reconstruction drawings.

Evaluation Criteria

The City of Newburgh is seeking a proposal which aims to restore this sacred space in our city park at the same location and in the original design.

Proposals will be evaluated based on the following criteria:

- **Design plans.** A design plan that clearly shows that the replacement design as well as material will be as close to the original as possible (50%)
- **Offer price.** (35%)
- **Design Expertise.** The experience of the professionals in working creatively in similar projects. (15%)

Submission Materials

Any response to this RFP should include the following:

- A design or drawings of the replacement monument
- All labor, materials, tools and equipment and other means of construction necessary and incidental to the completion of the work for the replication
- A list of previously completed projects comparable in size and scope
- Proposed total project cost
- Conflict of Interest Certification
- Submit certificate of insurance naming the City of Newburgh as additionally insured
- Submit worker's compensation insurance certificate C-105.2 or CE-200 if exempt
- Submit disability insurance certificate D.B. 120.1

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of the proposer best suited to meet the City's goals. Those deemed "best-suited" may be asked to submit a more detailed proposal. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview proposers as part of this selection process but reserves the right to make a selection without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission.

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any RFP applicants and/or submissions at any time for any reason.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission of this proposal.

The proposal chosen will be one that represents the best value to the City of Newburgh. This may or may not be the highest offer.

The City of Newburgh may issue addendums and/or answers to questions for this RFP through BidNet. It is the responsibility of the applicant to monitor and respond as requested.

All responses must be received by Wednesday, 8/15/2018 at 11:30 am. Responses which do not meet this deadline will not be considered. Faxed or electronic submissions will not be accepted. All proposals must be submitted by mail or in person to:

City of Newburgh
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please submit any questions regarding this request for proposal in writing by July 23 2018, to the City of Newburgh's Department of Planning and Development's e-mail address:

planning@cityofnewburgh-ny.gov.

MINIMUM INSURANCE COVERAGE REQUIREMENTS

Workers Compensation

- Most Contractors must submit Form C-105.2 – Certificate of Workers Compensation. Contractors covered by the State Insurance Fund must submit Form U-26.3
- Contractors who are self-insured must submit Form SI-12 – Certificate of Workers Compensation Self-Insurance
- Contractors not required to carry Workers Compensation Insurance must submit Form CE-200 – Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Disability Benefits Insurance

- Most Contractors must submit Form DB-120.1 – Certificate of Disability Benefits Insurance
- Contractors who are self-insured must submit Form DB155 – Certificate of Disability Self-Insurance
- Contractors not required to carry Disability Benefits Insurance must submit Form CE-200- Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Commercial General Liability Insurance

Coverage shall be written on Commercial General Liability form and shall include Contractual Liability, Independent Contractors, Products and Completed Operations.

The City of Newburgh, located at 83 Broadway, Newburgh, NY 12550, shall be added to the Commercial General Liability Policy as “Additional Insured” and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

- Bodily Injury Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.
- Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.

Bond of Indemnity with surety

- Bond coverage of Ten Thousand Dollars (\$10,000.00)

**City of Newburgh
Comptroller's Office
Conflict of Interest Certification**
Page 1

Please answer the following questions, and sign and notarize this certification on the last page.
This certification must be submitted with any application for Contractor Pre-Qualification for the
Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No x

If yes, please describe your position:

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No x

If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No x

If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):
Yes _____ No x

____ Purchaser or Seller of Goods (please describe on attached sheet)
____ Loan or Grant Recipient (please describe on attached sheet)
____ Provision of Services (please describe on attached sheet)
____ Other (please describe)

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, Christopher A. Fahnestock, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.



Signature Christopher A. Fahnestock, Estimator
8/14/2018

Date

State of New York

SS:

County of ~~Oran~~ Schenectady

On the 14th day of August, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher A. Fahnestock, Estimator,

Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.



Notary Public

Christy L. Barton
Notary Public, State of New York
Qualified in Hamilton Co., No. 01BA6357301
My Commission Expires April 17, 2021

NOTARY PUBLIC STATE OF NEW YORK

My Commission Expires April 17, 2021
Qualified in Hamilton County No. 018A022501
Christy J. Bolton
Notary Public State of New York



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Reis Group New Windsor 102 Windsor Highway New Windsor NY 12553		CONTACT NAME: Denise O'Halloran PHONE (A/C, No, Ext): (845) 561-2991 FAX (A/C, No): (845) 561-4097 E-MAIL ADDRESS: dohalloran@reisinsurance.com	
INSURED PCC Contracting, Inc. 1861 Chrysler Avenue Schenectady NY 12303		INSURER(S) AFFORDING COVERAGE INSURER A: CRI-Zurich American Insurance Co INSURER B: WHG - Ace American Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1832910381

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	GLO 1059480-00	04/01/2018	03/01/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 15,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	BAP 1059481-00	04/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						PIP-Additional \$ 200,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	N11035516001	04/01/2018	03/01/2019	EACH OCCURRENCE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000					AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder City of Newburgh is named as Additional Insured with regard to Commercial General Liability, Automobile Liability & Excess Liability coverage for ongoing and completed operations on a primary and non-contributory basis provided there is a written contract or agreement between parties requiring such status.

Re: Bidding Purpose Only

CERTIFICATE HOLDER

CANCELLATION

City of Newburgh Office of the Comptroller, City Hall, 83 Broadway, 4th Fl Newburgh NY 12550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Workers'
Compensation
Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) PCC Contracting, Inc. 1861 Chrisler Avenue Schenectady, NY 12303 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-785-8000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-519192 1d. Federal Employer Identification Number of Insured or Social Security Number 30-0169397
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh Office of the Comptroller City Hall 83 Broadway, 4th Floor Newburgh, NY 12550	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of entity listed in box "1a" WC 1059479-00 3c. Policy effective period 04/01/2018 to 03/01/2019 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

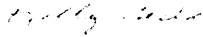
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kelly Cada
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  07/31/2018
(Signature) (Date)

Title: Vice President-Enterprise Support Operations

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) P.C.C CONTRACTING INC 1861 CHRISLER AVENUE SCHENECTADY, NY 12303 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-785-8000 1c. Federal Employer Identification Number of Insured or Social Security Number 300169397
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Newburgh Office of the Comptroller City Hall, 83 Broadway, 4th Floor Newburgh, NY 12550 Bidding Purpose Only-City of Newburgh	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL200257 3c. Policy effective period 06/01/2018 to 05/31/2019

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/31/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PCC Contracting, Inc.

Endorsement Effective Date: 4/01/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dis-

persal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law and where that contract specifically requires the ISO CG2010 04/13 edition form or the equivalent of same.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss, except where such requirement is prohibited by law and where that contract specifically requires the ISO CG2010 04/13 edition form or the equivalent of same.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP1059481-00	4/01/2018	3/01/2019	4/01/2018		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible Provision of the Physical Damage Coverage Section**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. **Coverage Provision of the Physical Damage Coverage Section**:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph f. of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B, Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III – Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" or the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" or the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the Coverage Extension Provision of the Physical Damage Coverage Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**ZURICH**

Waiver Of Subrogation (Blanket) Endorsement

Policy No	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 1059480-00	4/01/2018	3/01/2019	4/01/2018		\$ N/A	\$ N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO1059480-00	4/01/2018	3/01/2019	4/01/2018		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: PCC Contracting, Inc.

Address (including ZIP Code):

1861 Chrisler Avenue, Schenectady, NY 12303

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No. WC 1059479-00

Endorsement No.

Insured

Premium \$

PCC Contracting, Inc.

Insurance Company

Countersigned by _____

American Zurich Insurance Company



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO1059480-00	4/01/2018	3/01/2019	4/01/2018			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP1059481-00	4/01/2018	3/01/2019	4/01/2018			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured 4/01/2018

Policy No.
WC 1059479-00

Endorsement No.
Premium \$

Insurance Company
Zurich American Insurance Company

Waiver of Our Right to Recover Payment

Named Insured PCC Contracting Inc			Endorsement Number
Policy Symbol	Policy Number N11035516 001	Policy Period 4/1/2018 TO 3/1/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS POLICY IS SUBJECT TO THE FOLLOWING

With respect to: ☒ COVERAGE A
☐ COVERAGE B
☐ COVERAGE A and COVERAGE B

SCHEDULE

Name of Person or Organization:

As required by written contract and provided by the Underlying Insurance

Section V. CONDITION K., Our Right To Recover Payment, is amended by the addition of the following: We waive any right of recovery we may have against the person or organization shown in the Schedule above because of any payment under this policy, but only at the specific written request of the named insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the named insured.

This waiver applies only to the person or organization shown in the Schedule above.

This waiver shall apply only with respect to injury or damage arising out of your ongoing operations or your work done under a specific contract with the person or organization shown above.

Authorized Representative

Contractors Limitation Endorsement

Named Insured PCC Contracting Inc			Endorsement Number
Policy Symbol	Policy Number N11035516 001	Policy Period 4/1/2018 TO 3/1/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

THIS POLICY IS SUBJECT TO THE FOLLOWING

- With respect to:
- ☐ COVERAGE A
 - ☐ COVERAGE B
 - ☒ COVERAGE A and COVERAGE B

This insurance is modified by the following provisions:

1. This insurance does not apply to any liability arising out of:
 - a. any project insured under a "wrap-up" or similar rating plan; or
 - b. the rendering or failure to render any professional services by or for the insured including the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and any supervisory, inspection or engineering services.
2. Except insofar as coverage is available to the insured in valid and collectible Underlying Insurance as listed in the Schedule of Underlying Insurance for the full limit shown, and then only for such liability for which coverage is afforded under said insurance, this insurance shall not apply to:
 - a. any liability assumed by the insured under any contract or agreement;
 - b. any liability for property damage to property leased by, used by, or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control; or
 - c. for property damage arising out of:
 - 1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
 - 2) the collapse of or structural injury to any building or structure due to (a) grading of land, excavation, borrowing, filling or back-filling, tunneling, pile driving, cofferdam work or caisson work, or (b) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof; or
 - 3) injury to or destruction of wires, conduits, pipes, mains, sewers, tanks, tunnels any similar property and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, excavating, drilling, borrowing, filling, back-filling or pile driving.

3. The following additional definition applies:

"Wrap-up" means any agreement or arrangement under which all the contactors working on a specified project are insured under one or more policies issued by a specified insurer for liability arising out of the project.

CHUBB

OTHER VALID AND COLLECTIBLE INSURANCE (ADDITIONAL INSURED)

Named Insured PCC Contracting Inc			Endorsement Number
Policy Symbol	Policy Number N11035516 001	Policy Period 4/1/2018 TO 3/1/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY

THIS POLICY IS SUBJECT TO THE FOLLOWING

With respect to: ☒ COVERAGE A
☐ COVERAGE B
☐ COVERAGE A and COVERAGE B

As respects Coverage A, it is agreed that:

With respect to any person or organization qualifying as an Additional Insured under the terms and conditions below, other insurance, as used in Section V. Conditions, Item J., Other Insurance, and defined in Section VI. Definitions, Item 10, Other Insurance, shall mean only such insurance as is provided by a Scheduled Underlying Policy. No other insurance available to the Additional Insured shall be primary to or contributory with this insurance. Rather, any such other insurance shall be considered excess of the insurance provided by this policy.

Additional Insured:

Any person or organization that you are required under a written contract to include as an additional insured on a Scheduled Underlying Policy and this policy, but only if:

1. that contract requires that the Scheduled Underlying Policy and this policy be primary to and non-contributory with any other insurance available to the Additional Insured; and
2. the Scheduled Underlying Policy provides coverage to such person or organization and specifies that such coverage is primary to an non-contributory with any other insurance available to the Additional Insured where required by written contract.

The most we will pay for loss covered under this endorsement will be:

1. the limits of insurance required under the contract to be provided under this policy; or
2. the Limits of Insurance stated in Item 4 of the Declarations;

whichever is less.

Authorized Representative

Bid Bond

AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

PCC CONTRACTING, INC
1861 Chrysler Avenue
Schenectady, NY 12303

Bond # PCCC8-14-18-1

SURETY:

(Name, legal status and principal
place of business)

RLI INSURANCE COMPANY
P.O. Box 3967
Peoria, IL 61612-3967

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City Of Newburgh
83 Broadway
Newburgh, NY 12550

BOND AMOUNT: Ten Thousand and 00/100 Dollars (\$10,000.00)

PROJECT: Replacement of the City of Newburgh's Civil War Monument

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this *14th* day of *August*, 2018

(Witness)

(Witness)

PCC CONTRACTING, INC

(Principal)

Michael K. Lock
Michael K. Lock, President

RLI INSURANCE COMPANY

(Surety)

Kevin J. Garrity
Kevin J. Garrity, Attorney-in-fact

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

Bond No. PCCC8-14-18-1

C On this 14th day of August, 2018 before me personally came
O Michael K. Lock to me known, being sworn
R by me, did depose and say that he/she resides in Glenville, NY
P that he/she is the President of PCC CONTRACTING, INC
O the corporation described in and which
R executed the above instrument; that he/she knows the said seal of such
A corporation; that the seal affixed to said instrument is such corporate
T seal; and that it was so affixed by the order of the Board of Directors of
I said corporation, and that he/she signed his/her name thereto by like order.
O
N Sworn to and acknowledged on the above date, Jennifer S. Vanat.

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

S On this 14th day of August, 2018 before me personally came
U Kevin J. Garrity to me known who resides in Albany, NY
R and duly sworn and says that he/she is the Attorney-in-fact of
E the RLI INSURANCE COMPANY
T and knows the corporate seal and that it was affixed thereto by order of the
Y Board of Directors by Power of Attorney of said Company; of which a certified
copy is attached; and that he/she signed said instrument as an Attorney-in-Fact
of said Company by like authority.

Sworn to and acknowledged on the above date, Jennifer S. Vanat.

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2021

I STATE OF NEW YORK)
N COUNTY OF _____)
D

I On this _____ day of _____, 20____, before me personally came
V _____ to me known and known to me to be
I the person described in and who executed the foregoing instrument and
D he thereupon acknowledged to me that he executed the same.

U Sworn to and acknowledged on the above date, _____.
A
L

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kevin J. Garrity, Renee A. Manny, Lori A. Francett, Vikki L. LaVean, Tanya Volk, Mary Dixon, John F. Murray, Jr., John C. Tickner,
Diane M. Peligain, Jennifer Susan Vanat, jointly or severally

in the City of East Greenbush, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 4th day of May, 2018.



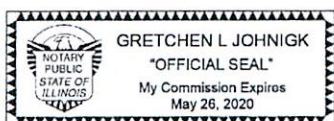
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 4th day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of August, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson Corporate Secretary



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2017

Admitted Assets

Investments:	
Fixed maturities	\$ 726,425,539
Equity securities	909,076,741
Short-term investments	0
Real estate	30,737,849
Properties held to produce income	0
Cash on hand and on deposit	19,085,934
Other invested assets	27,547,981
Receivables for securities	701,886
Agents' balances	72,135,132
Investment income due and accrued	6,763,014
Funds held	0
Reinsurance recoverable on paid losses	5,945,781
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	60,064
Electronic data processing equipment, net of depreciation	4,222,394
Receivable from affiliates	9,329,145
Other admitted assets	5,003,496
Total Admitted Assets	\$ 1,817,034,956

State of Illinois }

County of Peoria }

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 542,522,964
Unearned premiums	240,260,847
Accrued expenses	47,884,457
Funds held	411,639
Advance premiums	6,607,102
Amounts withheld	79,749,934
Dividends declared and unpaid	21,769
Ceded reinsurance premium payable	11,642,583
Payable for securities	3,150,927
Statutory penalties	306,200
Current federal & foreign income taxes	1,158,071
Federal income tax payable	15,503,756
Borrowed money and accrued interest	61
Drafts outstanding	0
Payable to affiliate	1,057,036
Other liabilities	2,203,975
Total Liabilities	\$ 952,481,321
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	612,102,176
Total Surplus	\$ 864,553,635
Total Liabilities and Surplus	\$ 1,817,034,956

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New York and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2017.

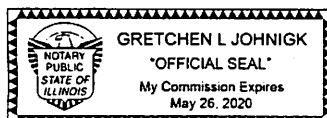
Attest:



{ Corporate
Seal
Affixed }

Craig Kliethermes President
Cherie L. Montgomery Assistant Secretary

Sworn to before me this 23rd day of February, 2018.



{ Notarial
Seal
Affixed }

Gretchen L. Johnnigk Notary Public, State of Illinois



August 14, 2018

City of Newburgh Civil War Memorial Replacement

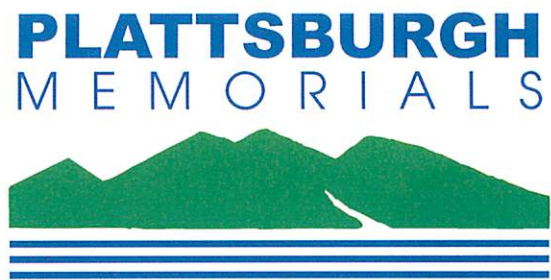
The previous Monument seems to have been fabricated from Danby White Marble that was quarried in Rutland, VT.

The proposed new Monument would be fabricated from Standard Light Grey Granite with the rough block quarried by Rock of Ages in Barre, VT. This granite well supersedes the compression strength, hardness and maintenance of the white marble. The sawing, cutting to size, finishing work and installation would be completed by us, located in Plattsburgh, NY and delivered and installed in Newburgh, NY.

Previous projects include:

- 2) new 12' entrance signs for SUNY Purchase in Purchase, NY
- Restoration of the Samuel D. Champlain Monument in Plattsburgh, NY
- City of Yonkers Vietnam Veterans War Memorial in Yonkers, NY
- Rockland County Gulf War Memorial in Haverstraw, NY
- Dozens of private Estate memorials throughout upstate New York and northern Vermont
- Tens of thousands of cemetery memorials over a span of 43 years in business





Total Project Cost for this Memorial is

\$69,400.00

(Sixty-Nine Thousand Four Hundred Dollars)

Includes the removal of old memorial.

Ricky F. Gadbois



42 X 100
10" THICK
ONE PIECE

42 X 100
10" THICK
ONE PIECE

42 X 100
10" THICK
ONE PIECE

42 X 100
10" THICK
ONE PIECE

8 X 24
12" THICK

60 X 14
4" THICK

14 X 12
6" THICK

8 X 24
12" THICK

62 X 28
6" THICK

46 X 42
6" THICK

62 X 28
6" THICK

8 X 24
12" THICK

60 X 14
4" THICK

14 X 12
6" THICK

62 X 28
6" THICK

46 X 42
6" THICK

62 X 28
6" THICK

Request for Proposal (RFP)
for
The replacement of the City of Newburgh's
Civil War Monument

Purpose of the Proposal

The City of Newburgh is seeking proposals for the replacement of the damaged City of Newburgh Civil War Monument location in Downing Park in the City of Newburgh, Orange County, New York.



Scope of Opportunity

A company can submit a proposal for the replacement of a stone memorial, consisting of: A center fountain stele with two attached benches, all on one base the center section of which measures 46" x 42" x 6" and the two side projections under benches are each 66" x 28" x 6". The stele is 100" tall by 42" which includes 3" recessed panels front and back to a height of 82". Additionally, the stele is tiered in two additional steps on top. The bronze dedication plaque has been saved and is to be reinstalled on the new stone. A small water fountain bowl is beneath the plaque. Work to be completed in the Fall of 2018.

Background

An early morning car crash in 2015 destroyed the memorial erected in 1934 by The Daughters of the Union, descendants of Newburgh's brave Civil War soldiers. The women of the local Defender's Chapter intended their monument to last for the ages and teach generations to come. The City aims to restore this monument at the same location near the corner of Third Street and Robinson Avenue in the City park and in the original design created by the women of the Defender's Chapter of the Daughters of the Union. Fragments of the original remain on site and measurements can be taken for reconstruction drawings.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of the proposer best suited to meet the City's goals. Those deemed "best-suited" may be asked to submit a more detailed proposal. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview proposers as part of this selection process but reserves the right to make a selection without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission.

The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any RFP applicants and/or submissions at any time for any reason.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission of this proposal.

The proposal chosen will be one that represents the best value to the City of Newburgh. This may or may not be the highest offer.

The City of Newburgh may issue addendums and/or answers to questions for this RFP through BidNet. It is the responsibility of the applicant to monitor and respond as requested.

All responses must be received by Wednesday, 8/15/2018 at 11:30 am. Responses which do not meet this deadline will not be considered. Faxed or electronic submissions will not be accepted. All proposals must be submitted by mail or in person to:

City of Newburgh
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please submit any questions regarding this request for proposal in writing by July 23 2018, to the City of Newburgh's Department of Planning and Development's e-mail address:
planning@cityofnewburgh-ny.gov.

Evaluation Criteria

The City of Newburgh is seeking a proposal which aims to restore this sacred space in our city park at the same location and in the original design.

Proposals will be evaluated based on the following criteria:

- **Design plans.** A design plan that clearly shows that the replacement design as well as material will be as close to the original as possible (50%)
- **Offer price.** (35%)
- **Design Expertise.** The experience of the professionals in working creatively in similar projects. (15%)

Submission Materials

Any response to this RFP should include the following:

- A design or drawings of the replacement monument
- All labor, materials, tools and equipment and other means of construction necessary and incidental to the completion of the work for the replication
- A list of previously completed projects comparable in size and scope
- Proposed total project cost
- Conflict of Interest Certification
- Submit certificate of insurance naming the City of Newburgh as additionally insured
- Submit worker's compensation insurance certificate C-105.2 or CE-200 if exempt
- Submit disability insurance certificate D.B. 120.1

██████████
██████████
██████████

MINIMUM INSURANCE COVERAGE REQUIREMENTS

Workers Compensation

- Most Contractors must submit Form C-105.2 – Certificate of Workers Compensation. Contractors covered by the State Insurance Fund must submit Form U-26.3
- Contractors who are self-insured must submit Form SI-12 – Certificate of Workers Compensation Self-Insurance
- Contractors not required to carry Workers Compensation Insurance must submit Form CE-200 – Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Disability Benefits Insurance

- Most Contractors must submit Form DB-120.1 – Certificate of Disability Benefits Insurance
- Contractors who are self-insured must submit Form DB155 – Certificate of Disability Self-Insurance
- Contractors not required to carry Disability Benefits Insurance must submit Form CE-200- Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Commercial General Liability Insurance

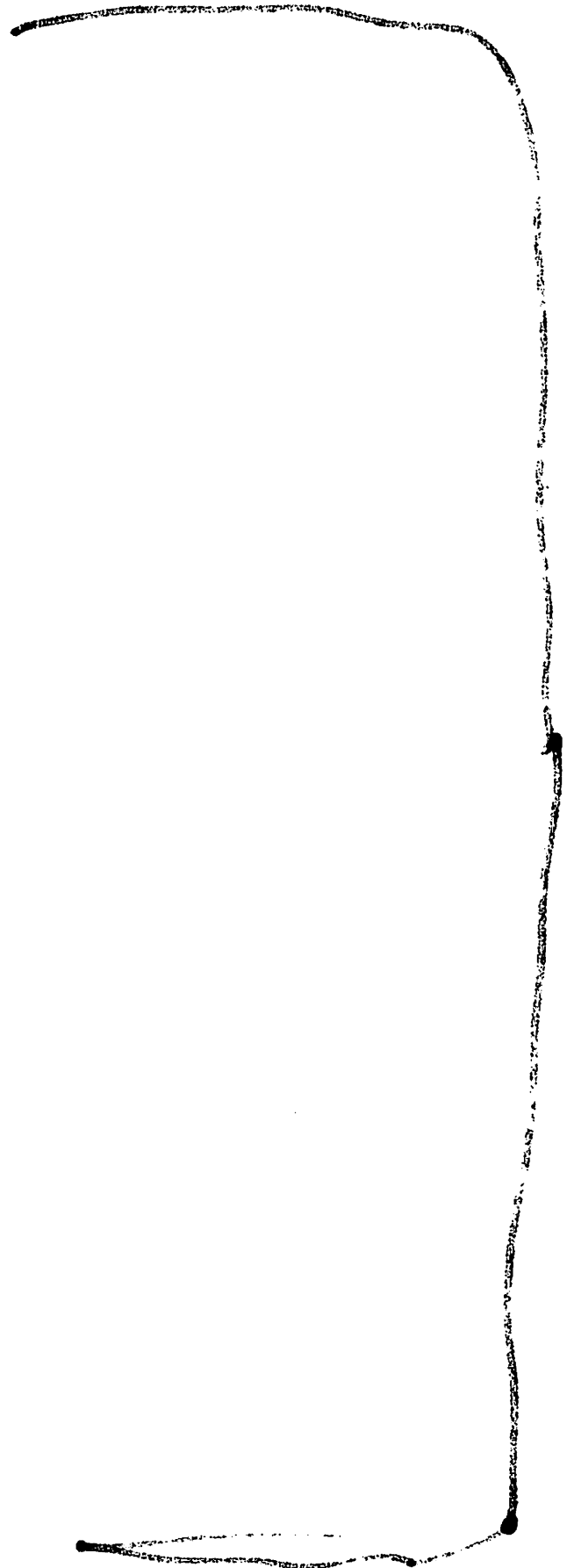
Coverage shall be written on Commercial General Liability form and shall include Contractual Liability, Independent Contractors, Products and Completed Operations.

The City of Newburgh, located at 83 Broadway, Newburgh, NY 12550, shall be added to the Commercial General Liability Policy as “Additional Insured” and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

- Bodily Injury Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.
- Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.

Bond of Indemnity with surety

- Bond coverage of Ten Thousand Dollars (\$10,000.00)



City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 1

Please answer the following questions, and sign and notarize this certification on the last page.
This certification must be submitted with any application for Contractor Pre-Qualification for the
Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?

Yes _____ No ☒

If yes, please describe your position:

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?

Yes _____ No ☒

If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

3. Do you have any corporate, partnership, landlord-tenant or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?

Yes _____ No ☒

If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh (check any that are applicable, if other, please describe):

Yes _____ No ☒

____ Purchaser or Seller of Goods (please describe on attached sheet)
____ Loan or Grant Recipient (please describe on attached sheet)
____ Provision of Services (please describe on attached sheet)
____ Other (please describe)

City of Newburgh
Comptroller's Office
Conflict of Interest Certification

Page 2

I, Ricky Gaddis, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.


Signature 8-14-18

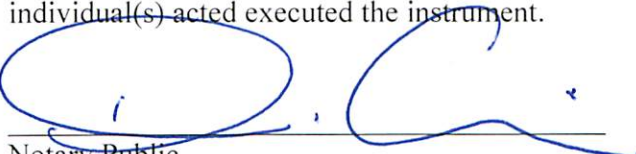
Date

State of New York

County of Orange SS:

On the 14th day of August, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Ricky Gaddis,

Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.


Notary Public

DARIN G. CHILDS
Notary Public, State of New York
Clinton County #01CH6284094
Commission Expires June 17, 2021



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

RFP #8.18

City of Newburgh Civil War Monument Restoration
City of Newburgh, Orange County, New York

Sealed proposals for providing all labor, materials, tools and equipment and other means of construction necessary and incidental to the completion of the work for the replication of the Civil War Monument at Downing Park, Newburgh, NY will be received by Kathryn Mack, City Comptroller located at City Hall, 83 Broadway, Fourth Floor, Newburgh, New York 12550 on August 15, 2018 by 11:30 a.m. local time at which time and place the bids will be publicly opened and read aloud.

BACKGROUND INFORMATION:

An early morning car crash in 2015 destroyed the memorial erected in 1934 by The Daughters of the Union, descendants of Newburgh's brave Civil War soldiers. The women of the local Defender's Chapter intended their monument to last for the ages and teach generations to come. The City aims to restore this monument at the same location near the corner of Third Street and Robinson Avenue in the City park and in the original design created by the women of the Defender's Chapter of the Daughters of the Union. Fragments of the original remain on site and measurements can be taken for reconstruction drawings.

DESCRIPTION OF THE MONUMENT:

A stone memorial, consisting of: A center fountain stele with two attached benches, all on one base the center section of which measures 46" x 42" x 6" and the two side projections under benches are each 66" x 28" x 6". The stele is 100" tall by 42" which includes 3" recessed panels front and back to a height of 82". Additionally, the stele is tiered in two additional steps on top. The bronze dedication plaque has been saved and is to be reinstalled on the new stone. A small water fountain bowl is beneath the plaque. Work to be completed in the Fall of 2018.

Vendors are responsible for timely submission of their proposals. Proposals received after specified due date and time will not be accepted. Specifications will be available to the public on Friday, July 13, 2018, and may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.bidnetdirect.com/city-of-newburgh, selecting the "Open Bids" tab and title of solicitation. Please ensure that "City of Newburgh-RFP No. 8.18" is clearly marked on the outside of the envelope submitted.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

Award of the contract may be subject to approval by City Council. The City reserves the right to reject any or all proposals, or to accept any part of the proposal without accepting the whole thereof, or to accept such proposal they deem to be in the best interest of the City.

Kathryn Mack
City Comptroller

Dated: Monday, July 2, 2018

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"



PMEMO-1

OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Insurance Brokers, Inc. 41 Broad Street Plattsburgh, NY 12901-3447 William J. Dickinson	518-561-1000	CONTACT NAME: William J. Dickinson
		PHONE (A/C, No, Ext): 518-561-1000 FAX (A/C, No): 518-563-4327
		E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Selective Ins. Co. of New York NAIC # 13730
		INSURER B: Selective Insurance Co
		INSURER C: Charter Oak Fire Insurance Co. 25615
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	Y	Y	S2069877	09/11/2017	09/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	S2069877	09/11/2017	09/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	S2069877	09/11/2017	09/11/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8J456184-17-42	09/11/2017	09/11/2018	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project @ Downing Park City of Newburgh, Civil War Monument replacement
City of Newburgh included as additional insureds on a primary & non-contributory basis per written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Newburgh
834 Broadway
Newburgh, NY 12550

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF NEW YORK
WORKERS COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use Street Address Only)

Plattsburgh Memorials LLC, &
Ricky Gadbois DBA R. Gadbois & Sons Inc.
4875 So. Catherine St.
Plattsburgh, NY 12901

DBA:

1b. Business Telephone Number of Insured
518-563-7666

1c NYS Unemployment Insurance Employer
Registration Number of Insured
06-64649-6

1d. Federal Employer Identification Number of Insured
or Social Security Number
11-3690963

2. Name and Address of the Entity Requesting Proof of Coverage
(Entity Being Listed as Certificate Holder)

City of Newburgh
834 Broadway
Newburgh, NY 12550

3a. Name of Insurance Carrier

The Hartford

3b. Policy Number of entity listed in box "1a"
DBL181191000

3c. Policy effective period:
07/01/89 to 07/01/20

4. Policy covers:

- a. ☒ All of the employees eligible under the New York Disability Benefits Law
- b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8-14-18

By

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 518-561-1000

Title Commercial Lines Manager

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly described by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK
WORKERS COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and Address of Insured (Use Street Address Only) Plattsburgh Memorials LLC, & Sons, 4875 So. Catherine St. Plattsburgh, NY 12901 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 518-563-7666 1c. NYS Unemployment Insurance Employer Registration Number of Insured 06-64649-6 1d. Federal Employer Identification Number of Insured or Social Security Number 11-3690963				
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) City of Newburgh 834 Broadway Newburgh, NY 12550	3a. Name of Insurance Carrier Travelers 3b. Policy Number of entity listed in box "1a" UB8J456184-17-42 3c. Policy effective period 09/11/18 to 09/11/19 3d. The Proprietor, Partners or Executive Officers are <table border="1"><tr><td>☐</td><td>included. (Only check box if all partners/officers included)</td></tr><tr><td>☒</td><td>all excluded or certain partners/officers excluded.</td></tr></table>	☐	included. (Only check box if all partners/officers included)	☒	all excluded or certain partners/officers excluded.
☐	included. (Only check box if all partners/officers included)				
☒	all excluded or certain partners/officers excluded.				

This certifies that the insurance carrier indicated above in box "3" insures the business referenced in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

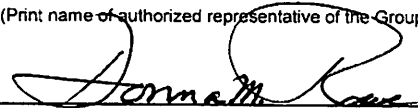
Under the penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved
by:

Donna Rowe

(Print name of authorized representative of the Group Self-Insurer)

Approved
by:



(Signature)

8-14-18

(Date)

Title:

Commercial Lines Manager

Telephone number of authorized representative or licensed agent of insurance carrier: 518-561-1000

Please note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

C-105.2 (09-07))

www.wcb.state.ny.us

Workers' Compensation Law

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

RFP #8.18

City of Newburgh Civil War Monument Restoration
City of Newburgh, Orange County, New York

Sealed proposals for providing all labor, materials, tools and equipment and other means of construction necessary and incidental to the completion of the work for the replication of the Civil War Monument at Downing Park, Newburgh, NY will be received by Kathryn Mack, City Comptroller located at City Hall, 83 Broadway, Fourth Floor, Newburgh, New York 12550 on August 15, 2018 by 11:30 a.m. local time at which time and place the bids will be publicly opened and read aloud.

BACKGROUND INFORMATION:

An early morning car crash in 2015 destroyed the memorial erected in 1934 by The Daughters of the Union, descendants of Newburgh's brave Civil War soldiers. The women of the local Defender's Chapter intended their monument to last for the ages and teach generations to come. The City aims to restore this monument at the same location near the corner of Third Street and Robinson Avenue in the City park and in the original design created by the women of the Defender's Chapter of the Daughters of the Union. Fragments of the original remain on site and measurements can be taken for reconstruction drawings.

DESCRIPTION OF THE MONUMENT:

A stone memorial, consisting of: A center fountain stele with two attached benches, all on one base the center section of which measures 46" x 42" x 6" and the two side projections under benches are each 66" x 28" x 6". The stele is 100" tall by 42" which includes 3" recessed panels front and back to a height of 82". Additionally, the stele is tiered in two additional steps on top. The bronze dedication plaque has been saved and is to be reinstalled on the new stone. A small water fountain bowl is beneath the plaque. Work to be completed in the Fall of 2018.

Vendors are responsible for timely submission of their proposals. Proposals received after specified due date and time will not be accepted. Specifications will be available to the public on Friday, July 13, 2018, and may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.bidnetdirect.com/city-of-newburgh, selecting the "Open Bids" tab and title of solicitation. Please ensure that "City of Newburgh-RFP No. 8.18" is clearly marked on the outside of the envelope submitted.

No proposal shall be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

Award of the contract may be subject to approval by City Council. The City reserves the right to reject any or all proposals, or to accept any part of the proposal without accepting the whole thereof, or to accept such proposal they deem to be in the best interest of the City.

Kathryn Mack
City Comptroller

Dated: Tuesday, July 3, 2018

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

RESOLUTION NO.: 242 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME TO CLOSE AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF
MORTGAGE AND RELEASES OF RESTRICTIVE COVENANTS AND RIGHT OF
RE-ENTRY, ALL IN CONNECTION WITH THE SALE OF THE PREMISES LOCATED
AT 376 LIBERTY STREET REAR (SECTION 10, BLOCK 1, LOT 34)
TO EDOUARD PIERRE**

WHEREAS, on March 12, 2018, the City of Newburgh authorized the sale of the premises known as 376 Liberty Street Rear (Section 10, Block 1, Lot 34) ("Premises") to Edouard Pierre; and

WHEREAS, in connection with that sale, a title report revealed an outstanding Mortgage made by a prior owner of the Premises to the City of Newburgh in the amount of \$1,000.00, which Mortgage was dated June 29, 2010 and filed in the Office of the Orange County Clerk on September 21, 2010 in Liber 13058, Page 112; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated July 10, 1995 and filed in the Office of the Orange County Clerk on September 15, 1995 in Liber 4274, Page 188 that conveyed the Premises from the City of Newburgh to Fritz Hyatt; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated August 11, 2005 and filed in the Office of the Orange County Clerk on August 15, 2005 in Liber 11918, Page 1337 that conveyed the Premises from the City of Newburgh to the Newburgh Community Improvement Corporation; and

WHEREAS, Mr. Pierre, by his attorney, requested an extension of time to close to August 14, 2018 pending resolution of said title issues, and the City Manager granted said request in accordance with the Terms and Conditions of sale; and

WHEREAS, Mr. Pierre, by his attorney, has requested additional time to close, a Release of the aforementioned restrictive covenants, and a Satisfaction of the aforementioned Mortgage; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such requests;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that time to close on the Premises is hereby extended to on or before October 31, 2018, and the City Manager be and he is hereby authorized to execute the attached Satisfaction of Mortgage and the attached Releases of Restrictive Covenants.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of June 29, 2010, made by George Santos and Rose Marie Santos (a/k/a Rose Marie Basora) to the City of Newburgh, given to secure payment of the principal sum of \$1,000.00, and duly recorded in the office of the Orange County Clerk's Office on September 21, 2010, in Liber 13058, Page 112; and

which Mortgage has not been further assigned of record.

Dated: September ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

RECORD & RETURN TO:

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 376 Liberty Street Rear, Section 10, Block 1, Lot 34, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a Deed dated July 10, 1995 from the CITY OF NEWBURGH to FRITZ HYATT, recorded in the Orange County Clerk's Office on September 15, 1995, in Liber 4274 of Deeds at Page 188 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

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

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

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

RECORD & RETURN TO:

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 376 Liberty Street Rear, Section 10, Block 1, Lot 34, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a Deed dated August 11, 2005 from the CITY OF NEWBURGH to NEWBURGH COMMUNITY IMPROVEMENT CORPORATION, recorded in the Orange County Clerk's Office on August 15, 2005, in Liber 11918 of Deeds at Page 1337 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

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

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

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 243 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
HILL TREEKEEPERS FOR TREE, STUMP AND ROOT REMOVAL SERVICES
AT THE DOWNING PARK URBAN FARM AT A COST OF \$1,800.00**

WHEREAS, the Conservation Advisory Council and Superintendent of Public Works have evaluated a tree adjacent to the Downing Park Urban Farm and determined that the tree is in a deteriorated condition and should be removed; and

WHEREAS, the Department of Planning and Development has solicited proposals for tree removal services and Hill Treekeepers has been deemed qualified to provide the removal services and submitted the most cost-effective proposal to remove the tree, the tree stump and the tree roots; and

WHEREAS, the cost for these services will be \$1,800.00 and funding shall be derived from budget line CD1.8686.0400.8125.2018; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Hill Treekeepers for tree, stump and root removal at the Downing Park Urban Farm at a cost of \$1,800.00.



Hill Treekeepers, Inc

PO Box 252 | Hopewell Junction, NY 12533
914-214-7045 | todd@hilltreekeepers.com | www.hilltreekeepers.com

RECIPIENT:

Newburgh Farm and Food- Downing Park

207 Carpenter Ave
Newburgh, NY 12552

SERVICE ADDRESS:

207 Carpenter Ave
Newburgh, NY 12552

Quote #187

Sent on

08/17/2018

Total

\$900.00

SERVICE / PRODUCT	DESCRIPTION	QTY.	UNIT COST	TOTAL
Tree Removal	-remove decay/declining Norway maple center of fenced in area to right of drive	1	\$0.00	\$0.00
Stump Removal	-remove stump and roots	1	\$900.00	\$900.00

Total

\$900.00

This quote is valid for the next 30 days, after which values may be subject to change.



To: _____

Job Location _____

Phone # _____

TREE WORK		DESCRIPTION OF WORK	AMOUNT
☐	STORM DAMAGE		
☐	LOT CLEARING		
☒	STUMP REMOVAL & GRINDING	Small stump	\$300.00
☒	MISC. TREE WORK	One Maple tree cut & remove	\$1100.00
☐	DEBRIS REMOVAL		
☐	PRUNING		
☐	CABLING		
☐	CHIPPER SERVICE		
LANDSCAPING		DESCRIPTION OF WORK	AMOUNT
MISC.		DESCRIPTION OF WORK	AMOUNT
I HEREBY EXCEPT THIS CONTRACT OF THE ABOVE DESCRIBED WORK X _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE		SUB TOTAL	
		TAX	
		TOTAL	

7 FINLEY DRIVE
SALISBURY MILLS, NY 12577
(845) 496-6110



**LANDSCAPING
LAWNCARE
TREE SERVICES**
Commercial / Residential
VISA MASTERCARD DISCOVER

Name NEWBURGH URBAN FARM AND FOOD Date 8/13/18
Address PO Box 541
City/State/Zip NEWBURGH NY 12550 Phone 914-441-3616

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of.

- | | | | |
|--|---|--|-----------------------------------|
| ☒ Tree removal | ☒ Remove wood | ☐ Mulch | ☐ Lawncare |
| ☐ Chip brush | ☐ Brush Cutting | ☐ Leaf Clean-up | ☐ Other |
| ☐ Pruning | ☐ Stump Grinding | ☐ Landscaping | |

DESCRIPTION OF WORK TO BE DONE

Remove MAPLE Tree

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

1. **Lawn Damage** should be expected. We do not seed or correct lawn damage from tree removal, unless special written orders are given.
 2. **Heavy Equipment** is sometimes used to remove trees. We should be instructed where leachfields, septic tanks, water lines, electrical lines, etc. are located and are to be drawn in the diagram space above. We are not responsible for driveway or walkway damage due to heavy equipment.
 3. **Stump grinding** is an option, and a separate job from tree removal. A separate estimate can be given. We are not responsible for filling of holes or disposing of chips unless written in contract.
 4. If we have to drop power, telephone, or cable lines to help remove trees, you will be told ahead of time.
 5. We do not assume your insurance company will pay for tree removal due to storm, fire or other accidental means. If they are contacted by you or do cover the removal, please let us know. Your obligations to pay upon completion is still in effect.
- ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED.

\$ 1700.00

Respectfully submitted

John Flanagan

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.

Date

Signature



Hill Treekeepers

Environmentally Aware Tree and Shrub Care

Home » About Us

About Our Company and Lead Arborist

arborist

–noun

a specialist in the cultivation and care of trees and shrubs, including tree surgery, the diagnosis, treatment, and prevention of tree diseases, and the control of pests.

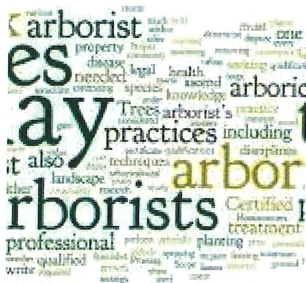
Stoddard “Todd” Hill, *Owner*

Todd has Spanish language proficiency – “*se habla Español!*”

– SK, Katonah, NY

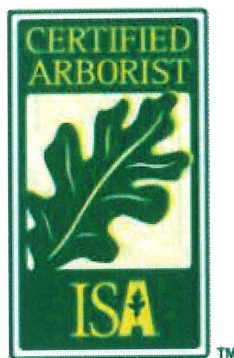


The trees in Harvard Yard



8/20/2018

an individual's knowledge and competence required to provide proper tree care. Certification is not a measure of standards of practice. Certification can attest to the tree knowledge of an individual but cannot guarantee or ensure quality performance. Certified Arborists are individuals who have achieved a level of knowledge in the art and science of tree care through experience and by passing a comprehensive examination developed by some of the nation's leading experts on tree care. Certified Arborists must also continue their education to maintain their certification. Therefore, they are more likely to be up to date on the latest techniques in arboriculture.



Stoddard Hill
NE-6558A

CONTACT INFORMATION

Hill Treekeepers
P.O. Box 252
Hopewell Junction, NY 12533
(914) 214-7045
info@hilltreekeepers.com



· © 2018 Hill TreeKeepers · Site design by Your Virtual Sherpa ·

RESOLUTION NO.: 244-2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO VICTOR GARCIA
TO THE PREMISES KNOWN AS 15 WILLIAM STREET
(SECTION 36, BLOCK 6, LOT 1)**

WHEREAS, on July 26, 1994, the City of Newburgh conveyed property located at 15 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 6, Lot 1, to Victor Garcia; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner, Stacie R. Laskin, has requested a release of the restrictive covenants contained in the deed to Victor Garcia; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 15 William Street, Section 36, Block 6, Lot 1 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated July 26, 1994, from THE CITY OF NEWBURGH to VICTOR GARCIA, recorded in the Orange County Clerk's Office on July 23, 1994, in Liber 4113 of Deeds at Page 80 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

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

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: 245 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION ACCEPTING A DONATION OF BLEACHERS FROM
“THE WALL THAT HEALS” A REPLICA OF THE VIETNAM WAR MEMORIAL
AND THE PLANNING COMMITTEE
FOR THE SKATEBOARD PARK LOCATED
WITHIN THE DELANO-HITCH RECREATION PARK**

WHEREAS, “The Wall that Heals” a replica of the Vietnam War Memorial and the planning committee has generously offered donate a set of bleachers that were provided for the recent event, "The Wall that Heals" a replica of the Vietnam War Memorial to the City of Newburgh; and

WHEREAS, Planning and Development and Public Works Departments recommend that the bleachers be brought to Delano-Hitch Recreation Park for use at the Skateboard Park; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh and its further enhancement to accept such donation;

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 set of bleachers from “The Wall that Heals" a replica of the Vietnam War Memorial and the planning committee, with the sincere appreciation and thanks to Jim Williams and Russ Vernon by the City Council on behalf of all of the residents of the City of Newburgh.

RESOLUTION NO.: 246 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AMENDING RESOLUTION NO. 119-2018 OF MAY 14, 2018
TO REVISE THE TERMS OF SALE FOR THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 74 HENRY AVENUE (SECTION 48, BLOCK 12, LOT 17)
AT PRIVATE SALE TO THOMAS PENNINGTON**

WHEREAS, by Resolution 119-2018 of May 14, 2018, the City Council of the City of Newburgh authorized the conveyance of property known as 74 Henry Avenue being more accurately described as Section 48, Block 12, Lot 17 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has requested an amendment to the terms of sale to remove the owner-occupancy restriction; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to amend the terms of sale to remove the owner-occupancy restriction and extend the time to close until November 9, 2018;

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 November 9, 2018; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
74 Henry Avenue	48 - 12 - 17	Thomas Pennington	\$75,000.00

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

Amended Terms and Conditions Sale

74 Henry Avenue, City of Newburgh (48-12-17)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, 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 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
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 property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license 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 November 9, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser 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.

Dear David,

I am writing this letter in regards to the purchase of 74 Henry Avenue. There is an owner occupied clause placed on that property that I wish to be lifted. It is my intent to purchase the property, but I no longer wish to live there. I do not believe that the area will be the right fit for my particular lifestyle. What I mean is that I don't believe that inner city living is for me personally. If you allow it, I plan on still fixing the place up and I will continue to rent the place out. My plan is to put the proper tenants inside the home, by doing my due diligence in finding tenants that will bring great value to the community. I believe in keeping the standard of integrity and beauty in the city of Newburgh. I am approaching my 90 day deadline so I ask humbly and graciously if you could lift the owner occupied clause. Allow me to purchase the property and up keep the property to the best of my ability.

Thank you,

Thomas Pennington



RESOLUTION NO.: 119 - 2018

OF

MAY 14, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 74 HENRY AVENUE (SECTION 48, BLOCK 12, LOT 17)
AT PRIVATE SALE TO THOMAS PENNINGTON FOR THE AMOUNT OF \$75,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 74 Henry Avenue, being more accurately described as Section 48, Block 12, Block 17 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,

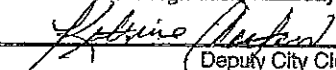
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before August 24, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
74 Henry Avenue	48 - 12 - 17	Thomas Pennington	\$75,000.00

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

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 5/14/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15th day of May 20 18


Deputy City Clerk

Terms and Conditions Sale

74 Henry Avenue, City of Newburgh (48-12-17)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, 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 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said

period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. 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.
8. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. 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.
10. 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.
11. 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.
12. 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 24, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
13. 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.
14. 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.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, 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.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. 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.: 247 - 2018

OF

SEPTEMBER 10, 2018

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

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

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

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of the properties on the list attached hereto as Schedule "A" to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

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

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

SCHEDULE "A"

S-B-L	Property Address
11-1-18	187 North Miller Street
11-3-13	146 South Street
18-1-10	157 North Miller Street
18-1-27	128 Dubois Street
18-3-17	150 Lander Street
18-3-24	136 Lander Street
18-9-21	115 Lander Street
23-2-13	62 Campbell Street
29-5-18	35 Dubois Street
29-5-6	215 First Street
30-1-10	39 South Miller Street
44-3-13	114 William Street

Properties to be transferred to the Newburgh Community Land Bank

S-B-L	Property Address
11-1-18	187 North Miller Street
11-3-13	146 South Street
18-1-10	157 North Miller Street
18-1-27	128 Dubois Street
18-3-17	150 Lander Street
18-3-24	136 Lander Street
18-9-21	115 Lander Street
23-2-13	62 Campbell Street
29-5-18	35 Dubois Street
29-5-6	215 First Street
30-1-10	39 South Miller Street
30-1-2	197 First Street
30-2-49	44 South Miller Street
44-3-13	114 William Street



NEWBURGH COMMUNITY LAND BANK

DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

SECTION 1. PURPOSE.

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

SECTION 2. DEFINITIONS.

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

SECTION 3. GENERAL DUTIES.

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

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

SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

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

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

e. Method of Disposition for Real Property.

i. Negotiated Sale.

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

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

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

being sold for less than fair market value.

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

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

f. Method of Disposition for Personal Property.

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

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

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

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

a. Buyer Qualifications.

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

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

ii. An Applicant is disqualified if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. LAND BANKING AND PLANNED DEVELOPMENT

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

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

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

SECTION 7. MISCELLANEOUS.

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

RESOLUTION NO.: 248 - 2018

OF

SEPTEMBER 10, 2018

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

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

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

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh that the sale of the properties on the list attached hereto as Schedule "A" to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

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

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

SCHEDULE "A"

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

RESOLUTION NO.: 249 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION DESIGNATING A LIST OF QUALIFIED PLUMBING CONTRACTORS
TO PERFORM WORK IN CONNECTION WITH
A NEW YORK STATE DEPARTMENT OF HEALTH
LEAD SERVICE LINE REPLACEMENT PROGRAM GRANT**

WHEREAS, by Resolution No. 7-2018 of January 8, 2018, the City Council of the City of Newburgh authorized the City Manager to accept a New York State Department of Health Lead Service Line Replacement Program ("LSLRP") Grant to facilitate the replacement of lead water service lines; and

WHEREAS, the City of Newburgh issued a Request for Qualifications soliciting plumbing contractors interested in bidding on lead water service line replacement projects in the City of Newburgh funded by the LSLRP; and

WHEREAS, the City of Newburgh received applications from plumbing contractors and 10 plumbing contractors have been found to be qualified to bid on and perform the work required by the LSLRP Grant; and

WHEREAS, the City Council finds that designating a list of qualified plumbing contractors to bid on and perform work under the LSLRP Grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following plumbing contractors are designated as qualified to bid on and perform work under the New York State Department of Health Lead Service Line Replacement Program Grant:

1. Valenza Plumbing
2. Vitek Plumbing Inc.
3. Neighborhood Plumbing
4. Bradshaw Landscaping
5. Connolly Plumbing
6. Vincent J. Cestaro & Son Plumbing, Heating & AC
7. Classic Plumbing Heating & Air Conditioning Corp
8. TAM Enterprises Inc.
9. Heckeroth Plumbing & Heating
10. Spagnoli Excavating & Sons, Inc.



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE
REQUEST FOR QUALIFICATIONS
RFQ #6.18

for

QUALIFIED CONTRACTORS FOR LEAD WATER SERVICE LINE REPLACEMENTS
for the City of Newburgh, New York

The City of Newburgh, is seeking qualified plumbing contractors interested in bidding on upcoming lead water service line replacement projects in the City of Newburgh. The City of Newburgh has been awarded \$544,000 by the NYS Department of Health and anticipates replacing 68 individual lead water service lines within the City of Newburgh. Qualification packages will be received by Kathryn Mack, City Comptroller at: 83 Broadway, 4th Floor, Newburgh, New York 12550 until 4 p.m. (local time) on Wednesday, July 25, 2018.

The Request for Qualifications (RFQ) packet will be available to the public on Friday, June 22, 2018, and may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.bidnetdirect.com/city-of-newburgh, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register, if they are visiting this site for the first time. They will also be available at the Code Compliance Department located at 123 Grand Street, Newburgh, NY 12550. Contractors must hold a City of Newburgh plumbing license in order to participate in this program.

Responses to the RFQs must be made on the official form (or an exact copy by reproduction thereof) and enclosed in a sealed envelope. Facsimile or electronic mail submissions will not be accepted. Vendors are responsible for timely delivery of their qualifications; there will be no exceptions. Only pre-qualified contractors will be allowed to bid on Lead Service Line Replacement Program projects. It is the sole responsibility of the Contractor to submit an application for pre-qualification within the time frame stated above.

The City of Newburgh reserves the right to reject any and all qualification packages, to waive any and all informalities, and the right to disregard all nonconforming, non-responsive packages.

Kathryn Mack
City Comptroller

Dated: June 11, 2018

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

City of Newburgh Approved Qualified Lead Service Line Replacement Contractors

Contractor	Address	Telephone	Fax	Contact
1 Valenza Plumbing	42 Old N. Plank Road Newburgh, NY 12550	(845) 565-2799	N/A	Eric DiLeo
2 Vitek Plumbing Inc.	17 Rock Cut Road Newburgh, NY 12550	(845)561-1510	(845) 567-9939	Andrew Vitek
3 Neighborhood Plumbing	43 Birchwood Drive New Windsor, NY 12553	(845) 527-0077	N/A	Anthony Balu
4 Bradshaw Landscaping	699 Route 208 Gardiner, NY 12525	(845) 453-0454	N/A	Ryan Bradshaw
5 Connolly Plumbing	5200 Searsville Road Pine Bush, NY 12566	(845) 275-7272	N/A	Frank Connolly
6 Vincent J. Cestaro & Son Plumbing, Heating & AC	705 South Street Newburgh, NY 12550	(845) 561-5623	(845) 565-3771	Vincent Cestaro
7 Classic Plumbing Heating & Air Conditioning Corp	28 Linden Drive Newburgh, NY 12550	(845) 567-3396	N/A	Frank Draiss
8 TAM Enterprises Inc.	114 Hartley Road Goshen, NY 10924	(845) 294-8882	(845) 294-8883	Anthony Lasaponara
9 Heckerorth Plumbing & Heating	10 Lumen Lane Highland, NY 12528	(845) 255-2102	(845) 883-6979	James Jacobini
10 Spagnoli Excavating & Sons, Inc.	47 South Plank Road Newburgh, NY 12550	(845) 562-6877	(845) 562-8910	Scott Spagnoli



City of Newburgh Comptroller's Office

83 Broadway
Newburgh, New York 12550

Kathryn Mack
Comptroller

kmack@cityofnewburgh-ny.gov

Tel. (845) 569-7320

Fax (845) 569-7490

CONTRACTOR PRE-QUALIFICATION FORM

CONTRACTOR:

The City of Newburgh, NY has been awarded \$544,000, by the NYS Department of Health, to administer a Lead Service Line Replacement Program. The City anticipates the replacement of approximately 68 service lines on homes in the City of Newburgh with the value of individual bid packages ranging from \$6,000 to \$10,000 per project. The City recognizes the importance of craftsmanship, quality materials, skill and experience with respect to the performance of these service line replacement projects. Consequently, the City has established a pre-qualification procedure for contractors and will develop and maintain a Qualified Contractors list for the purposes of bid procurement for this grant. Contracts for this work will only be awarded to pre-qualified contractors. **Pre-qualification forms must be submitted to the City of Newburgh Comptroller's Office, 83 Broadway, Newburgh, NY 12550 by July 25, 2018, no later than 4:00 p.m.** Contractors added to the pre-qualified contractors list will remain on the list for the two year grant term. Documents must be signed by the company principal, officer or legally authorized signatory.

INSTRUCTIONS:

In order to pre-qualify the contractor must:

- Complete the contractor's qualification form in its entirety and submit it to the Comptroller's Office before the deadline
- Submit the City of Newburgh Conflict of Interest Certification
- Submit a completed W-9 tax form
- Submit certificate of insurance naming the City of Newburgh as additionally insured
- Submit worker's compensation insurance certificate C-105.2 or CE-200 if exempt
- Submit disability insurance certificate D.B. 120.1
- Agree to warranty all work performed under the Lead Service line Replacement Program contracts, as evidence by the contractors signature on the contractors warranty section of the pre-qualification form.

If, in the opinion of the City of Newburgh, the contractor meets the program's standards for qualified contractors, the contractor will be notified and placed on the list of Qualified Contractors.

The City of Newburgh reserves the right to require additional information, including a financial statement from contractors, if required for pre-qualification.

The City of Newburgh reserves the right to remove any contractor from the list of Qualified Contractors for any reason at any time. Any false statement will result in the immediate disqualification from bidding or any program participation.

Respectfully,

The City of Newburgh

CONTRACTOR PRE-QUALIFICATION FORM

CONTRACTOR INFORMATION:

Company Name: _____ Address: _____

Phone: _____ Cell: _____ Fax: _____

E-Mail: _____ Federal Tax ID: _____ S.S.# _____

Principals Name: _____ Home Address: _____

Home Phone: _____

COMPANY STRUCTURE:

___Sole Proprietorship ___Partnership___Corporation___LLC___Other/Specify_____

Date company organized? _____Where incorporated?_____

How long in business under current name? _____

Have you had a business under another name? _____ If yes, explain _____

Name(s) and addresses of officers, members or owners of firm/partnership, etc.:

Name	Address	Title
------	---------	-------

Name	Address	Title
------	---------	-------

Name	Address	Title
------	---------	-------

Name	Address	Title
------	---------	-------

* The City of Newburgh encourages DBE's including MBE's and WBE's to pre-qualify for purpose of being included in the Lead Service Line Replacement Program.

Business Classification: (Check all that apply)

___DBE(Disadvantaged Business Enterprise)

___MBE(Minority Business Enterprise)

___WBE(Women-Owned Business Enterprise)

___SBE(Small Business Enterprise)

CONTRACTOR PRE-QUALIFICATION FORM(continued)

Are you a City of Newburgh Licensed plumber? _____ License number _____

Has your City of Newburgh license or any other trade license been revoked in the last five (5) years? _____

Have you ever failed to complete work awarded to you? _____ If yes, explain _____

Have you ever defaulted on a contract or been terminated for cause by any public agency? _____
If yes, explain _____

Are you currently listed as an ineligible contractor by any local, state or federal government contractor list? _____ If yes, explain _____

Is your firm/company currently the debtor in a bankruptcy case or have any kind of judgement rendered against you related to any type of construction services? _____ If yes, explain _____

At any time during the last five (5) years, has your firm/company or any of its owners or officers been convicted of a crime involving the awarding of a government construction project, bidding or performance of a government contract? _____ If yes, explain _____

At any time in the past five (5) years, has your firm/company been found by an awarding agency to not be a responsible bidder? _____

Number of Full Time Individuals presently employed by your firm? _____ Are any of your employees residents of the City of Newburgh? Yes _____ No _____

INSURANCE:

Does your coverage meet the required minimums? _____ (see attached minimum insurance coverage form)

Insurance Company _____ Address _____

Agent Name _____ Phone Number _____

Liability Ins. Policy # _____ Expiration date _____

Workers Compensation Ins.# _____ Expiration date _____

Disability Ins. Policy# _____ Expiration date _____

CONTRACTOR PRE-QUALIFICATION FORM(continued)

PROJECT EXPERIENCE:

Please list the last three contracts completed by you, stating approximate gross cost for each, and the date completed:

List all jobs completed in the City of Newburgh (currently or previously) include address of job:

REFERENCES: Please provide three (3) recent professional business references.

Name _____ Address _____ Phone # _____

Name _____ Address _____ Phone# _____

Name _____ Address _____ Phone# _____

SUB-CONTRACTORS: To be used on LSLRP projects (i.e. Excavation, Paving Etc.)

Company Name: _____ Address: _____

Phone: _____ Cell: _____ E-mail: _____

Principals Name: _____ Federal Tax ID _____

Is Company a _____ WBE(Women-Owned Business Enterprise) or _____ MBE(Minority Business Enterprise)?

CONTRACTOR PRE-QUALIFICATION FORM(continued)

Company Name: _____ Address: _____

Phone: _____ Cell: _____ E-mail: _____

Principals Name: _____ Federal Tax ID _____

Is Company a ____ WBE(Women-Owned Business Enterprise) or ____ MBE(Minority Business Enterprise)?

Company Name: _____ Address: _____

Phone: _____ Cell: _____ E-mail: _____

Principals Name: _____ Federal Tax ID _____

Is Company a ____ WBE(Women-Owned Business Enterprise) or ____ MBE(Minority Business Enterprise)?

The above information is true and correct to the best of my knowledge and I do hereby authorize the City of Newburgh, to obtain the necessary credit and reference data from corporate and/or personal files to establish my qualifications for bidding on contractual services.

Firm/Company

Date

Principal/Authorized Signatory

Print Name

I understand and agree to furnish the City of Newburgh, evidence of Comprehensive Public Liability Insurance Coverage to protect the homeowners for not less than \$1,000,000, in the event of bodily injury, including death: and \$1,000,000, in the event of property damage.

Note: Please be advised you must obtain proof of adequate coverage from all subcontractors.

Date

Signature

Return Fully Completed Form To:

City of Newburgh Comptroller's Office
Attn: Kathryn Mack
83 Broadway
Newburgh, NY 12550
845-569-7320

CONTRACTOR PRE-QUALIFICATION FORM(continued)

MINIMUM INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTORS AND SUB-CONTRACTORS

Workers Compensation

- Most Contractors must submit Form C-105.2 – Certificate of Workers Compensation. Contractors covered by the State Insurance Fund must submit Form U-26.3
- Contractors who are self-insured must submit Form SI-12 – Certificate of Workers Compensation Self-Insurance
- Contractors not required to carry Workers Compensation Insurance must submit Form CE-200 – Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Disability Benefits Insurance

- Most Contractors must submit Form DB-120.1 – Certificate of Disability Benefits Insurance
- Contractors who are self-insured must submit Form DB155 – Certificate of Disability Self-Insurance
- Contractors not required to carry Disability Benefits Insurance must submit Form CE-200- Certificate of Attestation of Exemption from Workers Compensation/Disability Insurance

Commercial General Liability Insurance

Coverage shall be written on Commercial General Liability form and shall include Contractual Liability, Independent Contractors, Products and Completed Operations.

The City of Newburgh, located at 83 Broadway, Newburgh, NY 12550, shall be added to the Commercial General Liability Policy as “**Additional Insured**” and this insurance shall be primary and non-contributory with any other valid and collectable insurance.

- Bodily Injury Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.
- Property Damage Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and in an amount not less than Two Million Dollars (\$2,000,000.00) general aggregate.

Bond of Indemnity with surety

- Bond coverage of Ten Thousand Dollars (\$10,000.00)

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 1

Please answer the following questions, and sign and notarize this certification on the last page. This certification must be submitted with any application for Contractor Pre-Qualification for the Lead Service Line Replacement Program through the City of Newburgh Comptroller's Office.

1. Are you an official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No _____

If yes, please describe your position:

2. Are you related by blood or marriage to any official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No _____

If yes, please identify the official(s), employee(s) or member(s) and describe your relationship:

3. Do you have any corporate, partnership, landlord-tenant-or other business relationship with any official, employee or member of any board or agency of the City of Newburgh?
Yes _____ No _____

If yes, identify the official(s), employee(s) or member(s) and describe the business relationship:

4. Are you doing business in any of the following ways with any official, employee, or member of any board or agency of the City of Newburgh(check any that are applicable, if other, please describe):

Yes _____ No _____

____ Purchaser or Seller of Goods (please describe on attached sheet)
____ Loan or Grant Recipient (please describe on attached sheet)
____ Provision of Services (please describe on attached sheet)
____ Other (please describe)

City of Newburgh
Comptroller's Office
Conflict of Interest Certification
Page 2

I, _____, hereby certify that all information contained in this certification, as well as all information contained in my application to the Comptroller's Office, is true and accurate.

Signature

Date

State of New York

SS:

County of Orange

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____,

Know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their capacity and that by his/her/their signature(s) on the instrument the individual(s) or the person on behalf of which the individual(s) acted executed the instrument.

Notary Public

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION NO.: 250 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH COLBY KENNELS
TO PROVIDE FOR BOARDING SERVICES FOR DOGS IN
THE CUSTODY OF THE CITY OF NEWBURGH**

WHEREAS, as mandated by the Agriculture & Markets Law of New York State, the Animal Control Unit must have caregivers for the dogs taken into the custody of the City of Newburgh; and

WHEREAS, Colby Kennels has submitted a revised proposal to provide boarding services such as clean housing, feeding and rehabilitation of dogs in the custody of the City of Newburgh; and

WHEREAS, this Council has reviewed the revised proposed agreement with Colby Kennels and has determined that entering into the same would be in the best interests of the City of Newburgh, its citizens and the animals alike;

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 an agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, with Colby Kennels to provide boarding services for the dogs in the custody of the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2018, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **COLBY KENNELS**, a firm with principal offices at _____, New York 12550 hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of October 1, 2018, and ending September 30, 2019. This contract may be renewed by the City for each of five (5) successive one-year terms.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or

any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies that the prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and that no attempt has been made or will be made by VENDOR to

induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

ARTICLE 8. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. NON-EXCLUSIVITY, ASSIGNMENT AND SUBCONTRACTING

The parties recognize and agree that VENDOR is providing specialized professional services to assist CITY in performing its obligations under the Agricultural & Markets Law and other state and local laws, rules and regulations; and that VENDOR will provide its services in accordance with same. The parties agree that this agreement is non-exclusive, and that CITY shall be entitled to secure the same services and/or goods from another

vendor as provided by **VENDOR** hereunder at any time including during the term of this Agreement.

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

For all of the **SERVICES** set forth herein and as hereinafter amended, **VENDOR** shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage of a minimum of \$2,000,000 per occurrence, naming the City as additional insured, and other insurance with stated minimum coverages, as required by law: Notwithstanding anything to the contrary in this Agreement, **VENDOR** irrevocably waives all claims against the **CITY** for all losses, damages, claims or expenses resulting from risks commercially insurable under commercially-available policies of insurance.

If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the

purposes of set-off in sufficient sums to cover such loss or damage.

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

Either party may, by written notice to the other effective ninety (90) days after mailing, terminate this Agreement in whole or in part at any time (i) for convenience, (ii) upon the failure of a party to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

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

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. NO ARBITRATION

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

ARTICLE 20. GOVERNING LAW

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK}

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

THE CITY OF NEWBURGH

COLBY KENNELS

BY: _____
Michael G. Ciaravino,
City Manager
Per Resolution No. -2018

BY: _____
Title:

DATE: _____

DATE: _____

APPROVED:

KATHRYN MACK
CITY COMPTROLLER

MICHELLE KELSON
CORPORATION COUNSEL

SCOPE OF SERVICES / FEES & EXPENSES

COLBY KENNELS shall take temporary custody of dogs brought to the kennel by the CITY OF NEWBURGH ANIMAL CONTROL officer, or by any police officer or other authorized officer, official, agent or employee of City of Newburgh. Colby Kennels will provide shelter, food, treatment and care, and shall otherwise serve the needs of all such dogs as required by the Agriculture and Markets Law of the State of New York, and by the laws, rules, regulations and policies of the City Of Newburgh and its officials and officers in connection therewith. No police officer or other authorized officer, official, agent or employee of the City of Newburgh is to disclose to anyone inquiring about a dog that it is at Colby Kennels. Anyone inquiring about the whereabouts or getting their dog back MUST go through Ltn. Christina Schluter.

All dogs MUST be vaccinated for Rabies, DHLPP and Bordetella and arrive at the kennel with the appropriate records. All dogs must also be checked for fleas and flea medication administered before coming to the kennel.

Colby Kennels will NOT accept a dog from the City of Newburgh without the proper vaccination paper work.

EXCEPTION – RABIES QUARANTINE dogs do not need vaccinations.

Colby Kennels has the right to deny an aggressive dog from entering the kennel that it determines to be a liability to the staff and clients.

All dogs must be brought to and picked up during Colby Kennels office hours:

Monday thru Friday 8 am to 12 noon and 4 pm to 5 pm

Saturday 8 am to 12 noon

The office is closed Saturday afternoons, Sundays and major holidays.

For each dog brought to or caused to be placed in the physical custody of Colby Kennels by the City of Newburgh, Colby Kennels shall be paid a one-time fee as follows:

- A. For each dog determined to be suitable for adoption, the daily fee will be \$28.00 until the dog is spayed/neutered.
- B. For each such dog determined to be unsuitable for adoption, the daily fee will be \$28.00 and the dog MUST be removed as soon as possible after the 7 day hold period.
- C. For each dog held for 10- day RABIES QUARANTINE, the daily fee will be \$28.00 until the dog is removed.
- D. Once a suitable dog has been spayed or neutered and returns to Colby Kennels, the daily fee will be \$18.00 until the dog is removed.
- E. Colby Kennels will bill the City of Newburgh for all dogs in it's care the first of every month and must be paid in full within 21 days.

- F. No more than six (6) dogs may be left in the custody of Colby Kennels at any one time without the consent of Colby Kennels Manager Mabel Finley and/or Linda Jobson, Owner.
- G. Lt. Christina Schluter; no other person or entity; shall be responsible for determining whether each such dog is suitable for adoption and shall be responsible for the tasks associated with the adoption/transfer of such dogs.

RESOLUTION NO.: 251 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE ACCEPTANCE AND ADOPTION OF THE
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE FOR
ORANGE COUNTY, NEW YORK**

WHEREAS, the Orange County Department of Emergency Services, with the assistance from Barton & Loguidice, D.P.C., has gathered information and prepared the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York; and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York has been prepared in accordance with the Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (CFR), Part 201; and

WHEREAS, Title 44 CFR, Chapter 1, Part 201.6(c)(5) requires each local government participating in the preparation of a Multi-Jurisdictional Mitigation Plan or Plan Update to accept and adopt such plan; and

WHEREAS, the City of Newburgh has reviewed the 2018 Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, has found the document to be acceptable, and as a local unit of government, has afforded its citizens an opportunity to comment and provide input regarding the Plan Update and the actions included in the Plan; and

WHEREAS, the City of Newburgh will consider the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County during the implementation and updating of local planning mechanisms, and will incorporate the hazard assessment data, hazard vulnerabilities, and mitigation actions in these mechanisms, where applicable;

NOW THEREFORE, BE IT RESOLVED, that the City of Newburgh, as a participating jurisdiction, adopts the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York, dated April 2018.

This resolution was thereupon declared duly adopted on _____.

(Mayor)

(Clerk)

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE ACCEPTANCE AND ADOPTION OF THE
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE FOR
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This resolution was thereupon declared duly adopted on _____.

(Mayor)

(Clerk)

Orange County, New York

**Multi-Jurisdictional Multi-Hazard
Mitigation Plan**

April 2018

Orange County, New York

**Multi-Jurisdictional Multi-Hazard
Mitigation Plan**

April 2018

Prepared for:

Orange County Department of Emergency Services
Division of Emergency Management
Emergency Services Center
22 Wells Farm Road, Goshen, NY 10924

Prepared by:

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



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1.0 Introduction

1.1 Background

What is a Hazard?

A hazard is defined as a situation which poses a level of threat to life, health, property, and/or the environment. A hazard can be natural, technological or human-caused.

What is Hazard Mitigation?

Hazard mitigation is broadly defined as a method for reducing or alleviating property loss, reducing damage to the environment, and reducing the number and severity of injuries that occur from hazard events through long and short-term strategies. Responsibility for implementing mitigation measures runs community wide from individuals to industries, private business and all levels of government.

Hazard Mitigation and the Other Phases of Emergency Management

Hazard mitigation is often considered just one of four phases of emergency management. The other phases include preparedness, response and recovery. Each of these phases relate to and rely upon each other, as illustrated by Figure 1.1a.

Figure 1.1a: The Phases of Emergency Management



The overarching goal of all of these emergency management activities is the prevention or minimizing of loss of life and property in disaster situations. The Orange County Department of Emergency Services (OCDES) serves as the lead local agency in promoting this goal. The Orange County Department of Emergency Services is comprised of five divisions, each of which provides separate services to the public and to the emergency service agencies located within the County. The five divisions of the OCDES include Emergency Communications (911), Emergency Management, Fire Services, Police Liaison Services, and Emergency Medical

Services. The Division of Emergency Management (DEM) leads Orange County in the preparation for, prevention of, response to, and recovery from disaster events.

OCDEM's responsibilities include:

- Provision of public preparedness information, including sharing of such information with citizens, the private sector, municipalities, and non-governmental organizations (NGOs)
- Participate in planning activities of many types and at many levels (keeper of the County's Comprehensive Emergency Plan) in partnership with other agencies involved in emergency responses, and authoring After Action Reports/Improvement Plans that identify best practices as well as areas for improvement.
- Work with local municipalities, private sector representatives, and volunteer organizations across the County to develop disaster preparedness plans and mitigation projects, provide training and exercise activities.
- Coordination of County agency response during emergencies or disaster events
- Liaison to State and Federal resources in times of disasters
- Operation of the County's Emergency Services Center during the time of a disaster/emergency; and
- Coordination of recovery efforts after a disaster and liaison with State and Federal agencies involved in this process.

It is important to note that this plan relates to several of the emergency management phases, though its focus is mitigation.

FEMA and Hazard Mitigation

The Federal Emergency Management Agency (FEMA) provides assistance through the Robert T. Stafford Disaster Relief and Emergency Assistance Act to local governments that are recovering from a hazard event. The Federal Disaster Mitigation Act of 2000 (DMA 2000) recognized the importance and cost-effectiveness of mitigation in specifying that local governments must have a FEMA approved natural hazard mitigation plan to be eligible for mitigation project funding.

DMA 2000 encourages and rewards local and state pre-disaster planning, promotes conservation and sustainability, and seeks to integrate state and local planning with an overall goal of strengthening statewide hazard mitigation planning. As of November 1, 2004, all local governments were required to have a FEMA approved hazard mitigation plan to receive funding through the Hazard Mitigation Grant Program (HMGP) for specified mitigation projects.

1.2 Plan Purpose

Why Develop a Hazard Mitigation Plan?

The purpose of this Multi-Jurisdictional Multi-Hazard Mitigation Plan (HMP) is to effectively reduce future disaster damages, public expenditure, private losses, and community hazard vulnerability. This plan update provides an opportunity for Orange County and its municipalities to develop a comprehensive risk assessment and to outline proposed mitigation actions to minimize the costs and impacts of future disaster events.

The intention of this plan update is to meet the New York State and federal hazard mitigation planning requirements established and managed by the New York State Department of Homeland Security and Emergency Services (DHSES) and FEMA. Jurisdictions that are participating in this plan update will benefit from the planning and implementation of the mitigation actions proposed and included within. The Pre-Disaster Mitigation Program (PDM), HMGP, and the Flood Mitigation Assistance (FMA) Program continue to require communities to have an active FEMA-approved multi-hazard mitigation plan in-place prior to requesting project implementation funds. Participating jurisdictions that are granted funds are able to implement and complete beneficial mitigation actions to minimize impacts to their communities and constituents from hazard events. The following resources and regulatory programs are key documents which provided guidance for the preparation of this HMP update:

- Section 404 of Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq. (April 2013);
- Federal Disaster Mitigation Act of 2000;
- Hazard Mitigation Grant Program (HMGP), Pre-disaster Mitigation Program, Flood Mitigation Assistance Program, Repetitive Floodplain Claims Program (RFC), Severe Repetitive Loss Program (SRL);
- Code of Federal Regulations (CFR) – 44 Part 201 – Mitigation Planning;
- Hazard Mitigation and Relocation Assistance Act of 1993;
- FEMA – 44 CFR Part 9 – Floodplain Management and Protection of Wetlands and 44 CFR Part 10 – Environmental Considerations;
- New York State Executive Law, Article 2-B, Sections 23 and 28-a;
- Disaster Relief Appropriations Act, 2013 and the Sandy Recovery Improvement Act (SRIA) of 2013;
- New York State Hazard Mitigation Plan (2014);
- Hazard Mitigation Planning Standards (NYS DHSES, June 2014); and
- Orange County Single Jurisdiction Natural Hazard Mitigation Plan (2011).

The Orange County Division of Emergency Management organized and managed the effort to compile and produce this update to the Orange County Single Jurisdiction Natural Hazard Mitigation Plan that was adopted in February 2011. The efforts to update the original plan were made possible by a grant from FEMA that was administered by the Orange County Department of Emergency Services. The five-year plan maintenance period had lapsed on Orange County's 2011 HMP, and Orange County contracted with Barton & Loguidice, D.P.C., hired through a formal request for qualifications (RFQ) process, to assist in the update effort. In addition to the general requirements of updating the plan, Orange County sought to expand the original single jurisdiction document to include the involvement of all 42 jurisdictions in the County. The continued monitoring and evaluation of this updated HMP will be provided by the Orange County Division of Emergency Management, with efforts led by Mr. Craig Cherry, Deputy Commissioner, and Mr. Dominick Greene, Emergency Planner.

The development of a HMP update for Orange County provides the following benefits:

- Maintains eligibility for federal funds to complete pre-disaster mitigation actions;
- Allows for the development of more sustainable and disaster-resistant communities;
- Emphasizes the formation of partnerships that support planning and mitigation efforts;
- Reduces long-term impacts to structures and human-health associated with extreme hazard events, which are in some cases are exacerbated by changing climactic conditions; and
- Increases the understanding of the hazards that could potentially impact the County and its municipalities, and the specific locations within the County that are most vulnerable to damages and impacts as a result of natural hazard events.

Comments or questions about this plan should be addressed to the Orange County Division of Emergency Management at the Emergency Services Center, 22 Wells Farm Road in Goshen, NY 10924. This office can also be reached by phone at (845) 615-0400 and online at Orange County's website: <http://www.orangecountygov.com/content/1164/default.aspx>.

1.3 Planning Participants

The 2018 HMP Update for Orange County includes participation from 41 of the 43 jurisdictions located within, and including, Orange County. Participants include Orange County, 18 towns: Blooming Grove, Chester, Cornwall, Crawford, Deerpark, Goshen, Greenville, Hamptonburgh, Highlands, Minisink, Monroe, Montgomery, Mount Hope, Newburgh, Tuxedo, Wallkill, Warwick, Woodbury; 18 villages: Chester, Cornwall-on-Hudson, Florida, Goshen, Greenwood Lake, Harriman, Highland Falls, Maybrook, Monroe, Montgomery, Otisville, South Blooming Grove, Tuxedo Park, Unionville, Walden, Warwick, Washingtonville, Woodbury; and 3 cities: Middletown, Newburgh, and Port Jervis. The Town of Wawayanda participated in the planning process, however, the Town Board chose not to submit mitigation actions at this time.

The Town of New Windsor has its own existing single jurisdiction hazard mitigation plan. The Town is currently performing their plan update and revision. Therefore, the Town is not participating in the Orange County Hazard Mitigation Plan.

The Village of Kiryas Joel does not have a hazard mitigation plan on file with Orange County at this time. The Village has also decided not to participate in the Orange County Hazard Mitigation Plan.

The future Town of Palm Tree is not yet established. The Town is currently expected to be organized on January 1, 2020. Therefore, the Town of Palm Tree is not included in the Orange County Hazard Mitigation Plan Update.

Figure 1.3a shows the locations of these municipalities within the County limits.

The participation of a large majority of jurisdictions in the HMP Update process fulfills one of the main goals that Orange County had for this effort, and greatly improves the quality and completeness of this planning document. The 2011 HMP included only the County as a participating jurisdiction, though hazard information and damage details were included for jurisdictions within the County, as appropriate. The City of Port Jervis, Town of Wallkill, City of Middletown, Town of Cornwall, Village of Cornwall-on-Hudson, Town of Woodbury, Village of Woodbury, Town of Blooming Grove, Village of South Blooming Grove, Village of Washingtonville, Town of Highlands, Town of Warwick, Village of Florida, Village of Greenwood Lake, and the Village of Warwick independently fulfilled DMA 2000 requirements through the implementation of single and multi-jurisdiction mitigation plans. The historic documentation and risk assessment data included in these single and multi-jurisdiction plans will be incorporated into this 2018 Multi-Jurisdictional Multi-Hazard Mitigation Plan. The single and multi-jurisdiction plans available for review and incorporation into this HMP Update process are as follows:

- Multi-Jurisdictional Multi-Hazard Mitigation Plan – Town of Warwick, Villages of Warwick, Florida, and Greenwood Lake – February 2014
- Natural Hazards Mitigation Plan – Town of Wallkill and City of Middletown – February 2014
- 2013 Joint Hazard Mitigation Plan – Town of Cornwall and Village of Cornwall-On-Hudson – October 2013
- Multi-Jurisdictional All-Hazard Mitigation Plan – Town of Blooming Grove, Villages of South Blooming Grove and Washingtonville – August 2013
- Hazard Mitigation Plan – Town of Deerpark – June 2010
- Multi-Jurisdictional Hazard Mitigation Plan – City of Port Jervis – August 2009
- Hazard Mitigation Plan – Town of Highlands – April 2009
- Hazard Mitigation Plan – Town/Village of Woodbury – August 2008

Municipalities within Orange County were contacted by the DEM to participate in the plan update and were invited to attend a variety of meetings held throughout the planning process.

Each participating jurisdiction provided updated information about the hazards that have historically occurred within their boundaries, with a focus on post-2011 events. Repair costs and damage estimates associated with such hazard events were also provided. Participating jurisdictions reviewed the critical facilities within their boundaries and the risk assessment and vulnerability information provided within this Plan Update. The DEM coordinated data collection and information review with jurisdictions and agencies unable to attend scheduled meetings.

A wide variety of additional resources were utilized to gather information concerning historic and recent occurrences of hazard events within Orange County, vulnerabilities within the County related to future hazard events, and costs and damages likely to occur as a result of a hazard event. The goals and objectives included in the County's 2011 HMP were reviewed and updated, as appropriate. Goals are created to assist in the formulation of potential mitigation actions and strategies that could be implemented to minimize the loss of life, frequency of injuries, damage to property, and/or impacts to the environment as a result of hazard events that affect Orange County.

Representatives from the participating jurisdictions made up the Project Team. An Executive Committee was also assembled by the DEM; this committee consisted of representatives from the following agencies, groups, and entities: Barton & Loguidice (project consultant), Orange County Division of Emergency Management, Orange County Department of Public Works, Orange County Department of Parks and Recreation, Orange County Department of Information Technology, Orange County Planning Department, and Orange County Real Property Services. Executive Committee members were selected and invited to participate in this update process based upon their specialties and fields of interest. Further detail about the Project Team and the Executive Committee is provided in Section 3.0.

1.4 Hazard Mitigation Planning Process

In completing the 2018 HMP update, participating jurisdictions accomplished the following objectives to support the plan update process:

- Established a knowledgeable planning group to represent all participating jurisdictions;
- Assessed numerous natural, technological, and human-caused hazards to determine those that have the greatest possibility of impacting their community;
- Analyzed and profiled selected hazards;
- Incorporated recent planning efforts and new updated scientific information into hazard profiles and mitigation activities;
- Updated critical facility listings for their community;
- Estimated damages and impacts that could occur as a result of various hazard events;
- Developed pre-disaster mitigation strategies and actions for the various types of hazards to which each jurisdiction determined it was vulnerable; and

- Reviewed and revised the plan maintenance procedures associated with this Plan.

DMA 2000 only requires that communities evaluate the impact of natural hazards. Though nine (9) natural hazards are the primary focus of this Plan Update, Orange County and other participants could have also chosen to assess the County's vulnerability to technological hazards and human-caused hazards. However, similar to their 2011 HMP, the County chose to focus on natural hazards for this update effort. Some participating jurisdictions followed this lead and only chose to address natural hazards for their communities, while other jurisdictions chose to profile and discuss a handful of technological hazards in their municipal annex (Section 10). The nine natural hazards identified by Orange County are further described and profiled in Section 5 of this Plan Update.

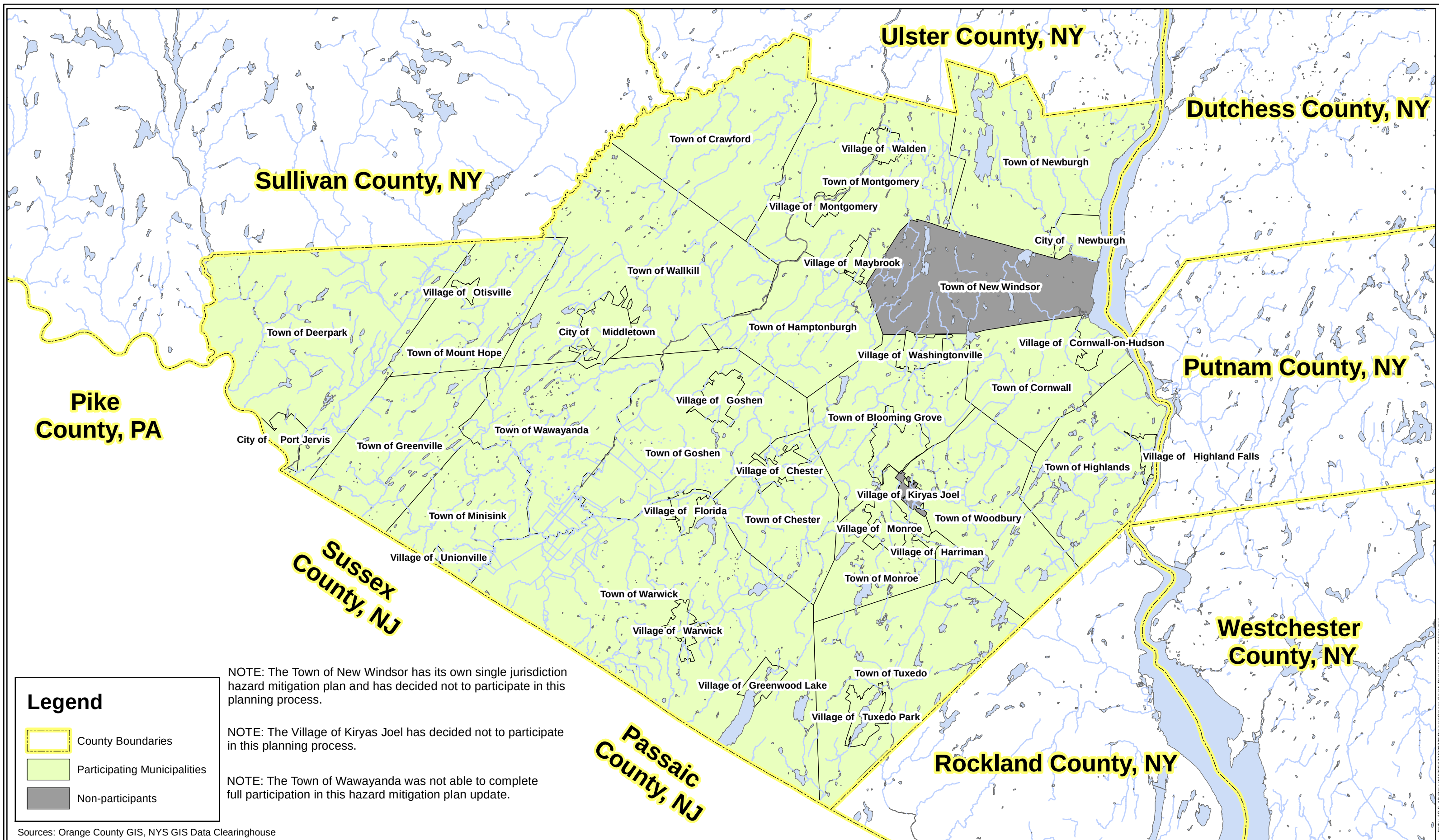
1.5 Document Format Methodology

Orange County chose a specific format for the 2018 HMP Update that combined the efficiencies of county-wide task scopes and the customization of jurisdictional annexes. The introduction of thirty-nine (39) local municipalities into the County's plan presented logistical hurdles.

As a result, the County decided that the most efficient way to conduct and describe the planning process (Section 3), risk assessment (Section 4), hazard profiles (Section 5), county-wide hazard vulnerabilities (Section 6), over-arching county-wide hazard mitigation goals and objectives (Section 7), National Flood Insurance Program (NFIP) participation (Section 8), and future plan maintenance (Section 9) was to address them at the county-wide perspective and include them in the "main body" of the plan. The main body of the plan constitutes Sections 1-9.

To allow for local jurisdictions to be included in the plan, the County chose to provide a jurisdictional annexes section of the plan (Section 10). The jurisdictional annex format customizes forward looking mitigation strategies and locally relevant natural hazard vulnerabilities to particular municipalities. This strategy accommodates the usage of activities better handled at the County level with municipal-specific strategies and needs.

Completed worksheets prescribed by FEMA to aide in a jurisdiction's understanding of hazard risks, vulnerabilities, and potential mitigation strategies are attached to each annex for their reference in future hazard mitigation planning and capital budgeting. A larger discussion of the composition of Section 10 can be found in Section 10.1 – Background.



Legend

- County Boundaries
- Participating Municipalities
- Non-participants

NOTE: The Town of New Windsor has its own single jurisdiction hazard mitigation plan and has decided not to participate in this planning process.

NOTE: The Village of Kiryas Joel has decided not to participate in this planning process.

NOTE: The Town of Wawayanda was not able to complete full participation in this hazard mitigation plan update.

10.2.26 City of Newburgh

This section presents the jurisdictional annex for the City of Newburgh.

10.2.26.1 Contacts

Primary and secondary contacts regarding this plan are identified as follows:

- Terry Ahlers – Acting Fire Chief
22 Grand Street
Newburgh, NY 12550
(845) 562-1212
- William Horton – Assistant Fire Chief
22 Grand Street
Newburgh, NY 12550
(845) 562-1212
- Jason C. Morris, P.E. – City Engineer
83 Broadway, City Hall,
Newburgh, NY 12550
(845) 569-7300
- Judy Kennedy – Mayor
83 Broadway, City Hall
Newburgh, NY 12550

10.2.26.2 Municipal Profile

Population

According to the U.S. Census, the 2010 population for the City of Newburgh was twenty-eight thousand, eight hundred sixty-six (28,866), with a population density of seven thousand, five hundred eighty-eight (7,588) persons per square mile. The population has increased by a 2% from the 2000 census to twenty-eight thousand, two hundred sixty (28,260).

Location

The City of Newburgh is located on the Hudson River, sixty (60) miles north of New York City. The city lies near the intersection of Interstate 84 (running west to Pennsylvania and east to Connecticut) and the New York State Thruway (I-87), which runs from New York City north to Albany. The City of Newburgh is surrounded by the Town of Newburgh to the north and west, the Town of New Windsor to the south, and the Hudson River to the east.

Brief History

The City of Newburgh was originally a part of the Town of Newburgh. The Town of Newburgh is one of the oldest Towns in New York State. Before English settlement, the Waoranek tribe had settled the area, part of the Lenape tribe of the Algonquin nation. In 1609, Henry Hudson, an Englishman sailing under contract to the Dutch government, was the first European to explore the river as far north as Newburgh. Hudson's ship, the Half Moon, came up the river to Newburgh.

By 1750, mills were operating along the creeks feeding the growth of ship, home and commercial building. Farms were productive, and there were two (2) docks on the Hudson.

The Precinct of Newburgh was established in 1763, by a law passed by the General Assembly of New York State. In March of 1788, the Precinct of Newburgh was organized as the Town of Newburgh. The Village of Newburgh was incorporated out of the Town in May of 1800, becoming the City of Newburgh in 1865. The remaining forty-five (45) square miles of the precinct comprises the Town of Newburgh of today.

As the 20th century dawned, Newburgh was thriving with over one hundred (100) manufacturing plants. The industries were predominantly machine shops, shipbuilding yards, cloth manufactories, clothing design and production factories, brickyards, plaster works and shipping concerns. During World War I shipyards and other manufacturing plants were vastly expanded. Ships were built in Newburgh were given names reflecting the surrounding area, such as the S.S. Walden and the S.S. Firthcliff. Newburgh was a major center for retail shopping for the entire Hudson Valley up through World War II.

Governing Body

The City of Newburgh operates under the Council-Manager form of municipal government. The City Council of Trustees is comprised of the Mayor and six (6) council members. The City Manager is the administrative head of the City government and manages the day-to-day affairs of the City.

Future Growth

After decades of declining population, the City of Newburgh began experiencing population growth in the early nineties. While the growth has been modest, the City has recognized the need to appropriately plan for this change. The City also recognized the opportunity presented by this growth trend to revitalize parts of the City that have long been neglected. Accordingly, in the mid-2000's, the City began updating its Planning Documents.

In 2008, the City adopted Plan-It Newburgh, the City's sustainable Master Plan, followed in 2011 by the adoption of the Future Land Use Plan, which described and mapped the City's desired land use goals. In 2012, the City adopted a report by the Pace Land Use Law Center on streamlining the Land Use review and approval process.

10.2.26.3 Hazard Vulnerabilities and Ranking

Risk Ranking

The following hazards have been identified by the City of Newburgh. Vulnerability was assessed due to frequency and potential extent for damages.

Table 10.2.26a: Hazard Vulnerability By Event	
Hazard Event	Vulnerability
Drought	Moderate
Earthquake	Low
Flood	High
Hurricane	Moderate
Ice Jam	Low
Ice Storm	Moderate
Severe Thunderstorm	High
Tornado	Low
Wildfire	Low
Winter Storm	High
Extreme Temperatures	Moderate

Critical Facilities

A list of community Critical Facilities was generated to aid in mitigation planning. The table below summarizes the number of these facilities within the City which may be impacted by any of the previously noted hazards.

This information was used to identify potential needed improvements to existing Critical Facilities. Critical facilities were identified by the City as meeting this definition: “Any structure(s) and/or infrastructure within a community whose incapacity or destruction would:

- Have a debilitating impact on the defense or economic security of that community.
- Significantly hinder a community’s ability to recover following a disaster.”

Discretion was left up to the participating jurisdiction to select these facilities.

Table 10.2.26b: Critical Facility And Infrastructure Counts By Category					
Transportation Network	Water Supply Systems (wells)	Government Services	Emergency Services	Educational / Shelter and Evacuation Facilities	Telecommunications
4	2	4	3	1	4

Additionally, the City has provided a table that has over one hundred and ninety (190) critical infrastructure and key resources to be addressed; see Table 10.2.26n for more information.

The City of Newburgh has eight (8) critical facilities within the 500-year floodplain or the high hazard Landslide Rating¹ area. One (1) of these facilities is located in both. Below is a table that identifies the structures and hazard issues.

Table 10.2.26c: City of Newburgh Critical Facilities and Infrastructure in Hazard Areas			
Critical Infrastructure	500-Yr Flood	Landslide Rating	Associated Mitigation Action
Crystal Lake Dam	Y	N	N/A
Decarlo Dam	Y	Y	N/A
Harrison Dam	Y	N	N/A
Holden Dam	Y	N	N/A
McDole Mill Pond Dam	Y	N	N/A
Muchattoes Lake Dam	Y	N	N/A
Delano-Hitch Park	N	Y	N/A
Downing Park	N	Y	N/A

While it is assumed that most municipal water systems facilities are not located within the floodplain, the City will explore hardening/relocation opportunities for those that are located within the floodplain should such actions become necessary due to the incidence of flooding impacts.

By necessity, critical wastewater facilities are located within the 500-year floodplain due to discharge requirements and gravity-fed systems optimization. While relocation is neither desired nor feasible, the City of Newburgh will seek to harden these facilities where feasibly and fiscally possible. The City provided an extensive listing of such facilities in Table 10.2.26n.

Priority Hazard Events

The following sections detail the priority hazard events identified by the jurisdiction. Additional information about each hazard including frequency, history, and severity within Orange County is included within Section 5.0 of the main body of the Hazard Mitigation Plan (Volume I).

The probability of climate-related hazard events is generally expected to increase in the future within the City of Newburgh. This anticipated increase results from the expected increase in weather volatility associated with climate change. Hudson River communities will also experience increased threat of flooding due to sea level rise. Upstream tributaries such as the Quassaick Creek and Bushfield Creek will also experience increased flooding occurrences.

¹ Areas with a landslide rating in of greater than 37 are considered hazardous. The data was derived from HAZUS software analysis.

Past occurrences of hazard events are indicated in their respective profiles below. Some hazards may not have locally available documentation of past occurrence, but are nonetheless profiled in this annex to instill future mitigation planning consideration.

Flood

Flooding in the City is a result from snow melt, heavy rains or other weather conditions. By identifying areas that are prone to flooding it is possible to restrict development to open space uses, including passive recreation and agricultural uses, which don't obstruct water flow and are tolerant of flooding. The Federal Emergency Management Agency (FEMA) has identified potential flood hazard areas in the City of Newburgh, which are shown on FEMA maps.

Historical Occurrence:

The Table below summarizes the FEMA Presidential Disaster (DR) or Emergency (EM) Declarations for flood events in Orange County, which encompasses the City of Newburgh. Many of these federal disasters were the remnants of severe storms or tropical or extra tropical disturbances (hurricanes, tropical storms, Nor'easters) either passing over or located within proximity to the State. Further information about flooding events which impacted Orange County is provided in Section 5.0 of this plan.

Table 10.2.26d: Presidential Disaster Declarations for Flooding and Related Events in Orange County				
Declaration Number	Type of Event	Date	Cost of Losses (approximate)	Source (s)
DR-45	Hurricane & Flood (Hurricane Connie and Diane)	August 1955	Flooding throughout the Town and City of Newburgh that caused evacuations. Flooding caused damage to residential and commercial properties, road closures, and power outages.	FEMA, Orange County HMP
DR-311	Severe Storms and Flood (Tropical Storm Doria)	August 1971	This storm caused seven deaths and \$147.6 M in damage throughout its path (1971 USD, \$735 M 2006 USD). New York State experienced approximately \$7.4 M in total eligible damages. Orange County experienced approximately \$29 K in property and crop damages. Estimated damages for the Town and City of Newburgh are unknown.	FEMA, Orange County HMP
DR-702	Coastal Storms and Flood	April 1984	Flooding occurred across southeastern New York State, and a federal disaster designation was declared on April 17. Flooding caused road closures in the Town and City of Newburgh Planning Area. Orange County experienced approximately \$11.9M in total eligible damages.	FEMA, Orange County HMP
DR-1095	Severe Storm and Flooding	January 1996	Severe storms and flooding across the region from January 19-30th led to road damage across Orange County. Orange County was among many counties in New York State that became eligible for Individual and Public Assistance under Federal Disaster Declaration DR-1095. Storm-induced damages to County roads at 32 locations resulted in approximately \$330,000 in damages. Estimated storm damages to Town and City of Newburgh are unknown.	FEMA, NOAA-NCDC, Orange County HMP

Table 10.2.26d: Presidential Disaster Declarations for Flooding and Related Events in Orange County				
Declaration Number	Type of Event	Date	Cost of Losses (approximate)	Source (s)
DR-1296	Remnants of Hurricane Floyd Flooding	September 1999	Heavy rain caused flooding which damaged private properties, local bridges, roads, and culverts	NOAA-NCDC, Orange County HMP
DR-1564	Severe Storms and Flooding	August-September 2004	The remnants of a tropical system combined with thunderstorms moved over Western Orange County, where hourly rainfall estimates in the three to five inches was observed at times. Houses were damaged, roads were destroyed, and buildings collapsed throughout Western Orange County. A federal disaster declaration was made on October 1. Damage estimates were \$2.2 M in public and \$1.8 M in private property. As of April 2013, \$2.8 M in FEMA Individual Assistance and \$14 M in Public Assistance Grants were approved and obligated throughout New York State. Estimated storm damages to Town and City of Newburgh are unknown.	FEMA, Orange County HMP
DR-1565	Remnants of Hurricane Ivan and Flooding	September 2004	Remnants of Hurricane Ivan dropped up to 5" of rainfall in some areas of Orange County. This amount of rainfall caused flash flooding of roadways and highways across the region. The total damages within New York State were approximately \$15.10 M. Specific damages totals for the Town and City of Newburgh are unknown.	NOAA-NCDC, Orange County HMP
DR-1589	Severe Storms and Flooding	April 2005	Heavy rain caused widespread urban flooding throughout Orange County. Most small streams and rivers overflowed their banks. In addition, high wind gusts from 46 to 57 mph, associated with heavier showers, downed trees.	FEMA, NOAA-NCDC , Orange County HMP
DR-4031	Remnants of Tropical Storm Lee and Flooding	September 2011	The remnants of Tropical Storm Lee impacted the county two weeks after Hurricane Irene made landfall. Combined damages for Hurricane Irene and Tropical Storm Lee exceeded \$ 55 million for Orange County. Specific damages for the Town and City of Newburgh were not available for this storm event.	NOAA-NCDC, FEMA,
DR-4085	Remnants of Hurricane Sandy and Flooding	October 2012	Much of the worst impacts during this storm were felt along the eastern portion of the County, and downstate. In Town and City of Newburgh, there were widespread power outages and downed trees. The water and wastewater plants were inaccessible due to road closures.	NOAA-NCDC, FEMA, Planning Area Input

The table below indicates that approximately 22% of the land in the City is within high flood risk areas (Zones A, AE, AH, AO) and approximately 1% of the land in the City is mapped as moderate flood risk areas (X500) (FEMA Flooding Mapping, 2016).

Table 10.2.26e: Summary of Land Areas Within the City of Newburgh in Flood Hazard Areas (Source: FEMA DFIRM Data, 2016)						
Municipality	Total Land Area (Acres)	High Flood Risk (Acres)	Moderate Flood Risk (Acres)	Low Flood Risk (Acres)	Land in High Flood Risk %	Land in Moderate Flood Risk %
		A, AE, AH, AO	X500	X	A, AE, AH, AO	X500
City of Newburgh	3,034	661	41	2,302	22%	1%

Below is a table that illustrates the value of property in the City of Newburgh that is located within the 500-year floodplain and is categorized by land use type. This table was derived from FEMA floodplain mapping and parcel data from the Orange County Property Assessor.

Table 10.2.26f: Structures in the City of Newburgh Vulnerable to 500-year Flood Events and Their Estimated Values		
Type of Structure	# Structures in Hazard Area	Value of Structures (in millions)
Residential	11	\$63.1
Commercial	40	\$47.6
Industrial	15	\$15.1
Agricultural	0	\$0
Religious/Non-profit	0	\$0
Government	0	\$0
Education	0	\$0
Utilities	3	\$0
Dams	6	Unknown
Parks	0	\$0
Total	75	\$126M

Extreme Temperatures

Both extreme heat and cold can be detrimental to human health and property. Associated risks include sunstroke and hypothermia as well as brownouts and flooding caused by the ice dams created by extreme cold.

A 2010 report by the NYS Office of Emergency Management ranked Orange County as among the counties with the smallest percentages of vulnerable populations, with 10% aged sixty-five (65) and above and 7% younger than age five (5).

Historical Occurrence:

In the past ten (10) years, the following extreme heat and cold events were reported to NOAA's Storm Events Database in Orange County.

- July 2011 – Heat between 95 and 105 degrees, along with heat indices in excess of 105 degrees occurred for a couple of days. The heat index was as high as 115 degrees at Stewart Field Airport (KSWF) in Newburgh at 1 p.m. and 2 p.m. on July 22. One (1) death in Orange County was attributed.
- July 2012 – Excessive Heat- The heat index reached or exceeded 107 degrees at Newburgh airport (Stewart Field).
- July 2013 – Excessive Heat- The combination of high heat and humidity resulted in heat index values between 105 and 110 degrees for a few hours during the afternoon at Montgomery Airport and at Newburgh International Airport.
- September 2013 – Excessive Heat- At Stewart International Airport in Newburgh, the heat index reached 105 degrees at 2 p.m. At nearby Poughkeepsie Airport, the heat index also reached 105 degrees. This occurred at 3 p.m.
- February 2015 – Cold/Wind Chill- Wind chills fell to 26 degrees below zero (0) at 6 a.m. at both Orange County Airport and Stewart International Airport.

Severe Thunderstorm

For a description of this hazard, please see section 5.2.

Historical Occurrence:

In the past ten (10) years there is no record of any severe thunderstorms that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document.

Hurricane

For a description of this hazard, please see section 5.3.

Historical Occurrence:

In the past ten (10) years there is no record of any hurricanes that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document. It is of note that hurricane threats could potential increase due to climate change trends.

Drought

For a description of this hazard, please see section 5.5.

Historical Occurrence:

In the past ten (10) years there is no record of any droughts that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document.

Earthquake

For a description of this hazard, please see section 5.7.

Historical Occurrence:

In the past ten (10) years there is no record of any earthquakes that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document.

Winter Storm (Severe)

For a description of this hazard, please see section 5.8.

Historical Occurrences:

In the past ten (10) years there is no record of any winter storms that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document.

Ice Storm

The NWS uses the term “ice storm” to describe occasions when damaging accumulations of ice are expected during freezing rain situations. Significant accumulations of ice pull down trees and utility lines resulting in the loss of power and communications. Such accumulations of ice pose a risk to walking and driving. Damage from such events could include structural damage, utility failures, and tree damage as a result of excessive weight.

Historical Occurrence:

According to NOAA’s Storm Events Database, one (1) ice storm events have been recorded for Orange County in the past ten years, but no specific information is available for the City of Newburgh.

- December 11, 2008: Major automobile accident on the Newburgh-Beacon Bridge in Orange County with eight injuries. There were also scattered reports of trees and power lines down with the American Red Cross opening a shelter in Central Valley the following day.

Wildfire

Wildfires can be caused by natural hazards (lightning) but are much more often manmade, either accidental in cause or arson. These most often occur during the summer, associated with the drier conditions which allow vegetation and brush to readily burn.

Though no historical occurrences have affected the City, these events are most likely to occur in tracts of undeveloped land. The New York State Hazard Mitigation Plan (2014) summarized the risk according to favorable locations in the following table.

Table 10.2.26g: Exposure To Wildfire Risk Assessment							
Urban/Wildlife Interface (feet)	Wildfire Risk Area- No Improved Properties (acres)	Wildfire Risk Area- With Improved Properties (acres)	Total Area (acres)	Total Area within Wildfire Risk Zones (%)	Total Value of Improvements in Municipal Areas	Improved Value within Wildfire Risk Zones	Improved Value within Wildfire Risk Zones (%)
11,341	19	41	641	9%	\$189,184,799	\$2,998,437	2%

Ice Jam

For a description of this hazard, please see section 5.10.

Historical Occurrences:

In the past ten (10) years there is no record of any ice jams that have explicitly impacted the City of Newburgh. However, there have been a number of recorded occurrences within Orange County. The information can be found in the main body of the document.

10.2.26.4 Capability Assessment

Planning and Regulatory Capability

Table 10.2.26h: Planning and Regulatory Tools			
Tool/Program (Code, Ordinance, Plan)	Status: Do you have this? (Y/N)	Authority (Local, County, State, Federal)	Code Citation and Comments (Code Chapter, Date of Adoption, Name of Plan, Explanation of Authority, etc.)
Building Code	Y	County, State, Federal	NYS Building Codes 2010 Edition
Zoning Ordinance	Y	Local	
Subdivision Ordinance	Y	Local	
NFIP Flood Damage Protection Ordinance	Y	Federal, State, Local	
NFIP - Cumulative Substantial Damages	Y	Federal, Local	
Special Purpose Ordinances (e.g. wetlands, critical or sensitive areas)	Y	Federal, State, Local	
Growth Management	Y	Local	
Floodplain Management/Basin Plan	Y	Federal, State, Local	
Stormwater Management Plan/Ordinance	N	N/A	
Comprehensive Plan/Master Plan	Y	Local	

Table 10.2.26h: Planning and Regulatory Tools			
Tool/Program (Code, Ordinance, Plan)	Status: Do you have this? (Y/N)	Authority (Local, County, State, Federal)	Code Citation and Comments (Code Chapter, Date of Adoption, Name of Plan, Explanation of Authority, etc.)
Capital Improvements Plan	Y	Local	
Site Plan Review Requirements	Y	Local	
Economic Development Plan	Y	Local	
Emergency Response Plan	Y	Local	2004
Post Disaster Recovery Plan	Y	Local	
Post Disaster Recovery Ordinance	N	N/A	

Administrative and Technical

The table below summarizes potential staff and personnel resources available to the City.

Table 10.2.26i: Administrative and Technical Capabilities		
Available Staff/ Personnel Resources	(Y or N)	Department/Agency/Position
Planner(s) or Engineer(s) with knowledge of land development and land management practices	Y	City Engineer, City Planner, City Planning Board, ZBA
Engineer(s) or Professional(s) trained in construction practices related to buildings and/or infrastructure	Y	City Engineer, City Building Inspector, City Fire Chief
Planners or engineers with an understanding of natural hazards	Y	City Engineer, City Fire Chief, DPW Superintendent
NFIP Floodplain Administrator	Y	City Engineer
Surveyor(s)	Y	City Engineer
Personnel skilled or trained in "GIS" applications	Y	City Engineer, City Planner
Scientist familiar with natural hazards in the County.	Y	City Consultant, as needed
Emergency Manager	Y	City Fire Chief
Grant Writer(s)	Y	Various department head
Staff with expertise or training in benefit/cost analysis	Y	City Engineer
Professionals trained in conducting damage assessments	Y	City Engineer, DPW Superintendent, City Fire Chief

Fiscal

Table 10.2.26j: Fiscal Opportunities For The City of Newburgh		
Financial Resources	Accessible or Eligible to Use (Yes, No, Don't Know)	Comments
Community Development Block Grants	Y	Approved Entitlement Community
Capital Improvements Project funding	Y	Various projects
Authority to levy taxes for specific purposes	Y	Various projects
Fees for water, sewer, gas, or electric service	Y	Water, sewer, parking, boat launch
Impact fees for homebuyers or new developments/homes	Y	Various projects
Incur debt through general obligation bonds	Y	Various project
Federal/State Funding	Y	Various projects

NFIP: Administrator, Vulnerability, Resources, Compliance

According to FEMA Flood Mapping, the City of Newburgh has two hundred six (206) parcels located in 100 and 500 year floodplains. These include entire and or partial parcels. As of January 31, 2018, the City has thirty-four (34) current National Flood Insurance Program policies; the insurance In-Force (whole \$) is \$11,729,800. The written premium In-Force for the Town is 58,894. According to Table 8.2c, there are two (2) repetitive flood loss residential properties located within the City of Newburgh – neither of which qualify as severe repetitive flood loss properties.

The City Engineer serves as the Floodplain Administrator. The City has been maintaining NFIP participation by performing the duties and actions that were listed in the local laws that their municipal boards adopted. (Local Law #5 of 2007) The City Floodplain Administrator has been provided an NFIP best practices guidance package and will be using it to improve local participation in NFIP standards going forward. This package of documents was provided by NYSDHSES and can be found in Appendix F - NFIP Floodplain Administrator Guidance Package.

Table 10.2.26k: National Flood Insurance Program (NFIP) Summary (Source: FEMA Policy Statistics NY)						
Jurisdiction	# Policies	# Claims (Losses)	Total Loss Payments	Closed Losses	Open Losses	CWOP Losses
City of Newburgh	34	35	\$514,836	26	0	9

Hazard Mitigation: Existing and Planning Mechanisms

Emergency Communications, Routes, and Shelters:

Orange County and the City of Newburgh utilize the CodeRED system for emergency notifications. The City follows emergency route rules set by Orange County. The City has one (1) designated emergency shelter: South William Street Armory (321 S. Williams St., Newburgh, NY 12550). More information on this site can be found in Attachment III.

Comprehensive Plan:

The City of Newburgh's Comprehensive Plan – "Plan-It Newburgh" – was adopted in December 2008. The plan discusses existing conditions, comprehensive plans vision and goals, implementations, as well as potential zoning map changes. The plan also lists the provision of emergency services and emergency housing as high priorities for the City.

Comprehensive Emergency Management Plan:

On June 16, 2008, the Newburgh City Council adopted the Comprehensive Emergency Management Plan, providing all-hazards management guidance for City actions before, during and after an emergency.

The development of this plan included an analysis of potential hazards that could affect the city and an assessment of the capabilities existing in the city to deal with potential hazards.

City departments' and agencies' emergency management responsibilities are outlined in this plan. Assignments are made within the framework of the present City capability and existing organizational responsibilities. The City Manager is designated to coordinate all emergency management activities of the City of Newburgh. The City intends to use the Incident Command System (ICS) to respond to emergencies. ICS is a management tool for the command, control, and coordination of resources and personnel in an emergency. Specific emergency management guidance for situations requiring special knowledge, technical expertise, and resources may be addressed in separate annexes attached to the plan. Examples of this type of situation are emergencies resulting from hazardous chemical releases, dam failures, or power outages.

The plan provides general all-hazards management guidance, using existing organizations, to allow the City to meet its responsibilities before, during and after an emergency.

Planning Mechanisms:

While this annex has provided a summary and description of existing plans, policies, and regulatory mechanisms that support hazard mitigation, the 2018 Orange County Hazard Mitigation Plan Update is intended to allow for the integration of its recommendations and data into local plans. Listed below are several planning and policy mechanisms that lend themselves to the integration of materials and objectives from this hazard mitigation plan. Columns to the right indicate whether the municipality has utilized hazard mitigation planning elements in the past (as in the aftermath of a previous local hazard mitigation plan) and whether they intend to be utilized in the future (which most, if not all, do).

Table 10.2.26l: Incorporation of Hazard Mitigation Planning into Existing and Future Planning Mechanisms		
Planning Mechanism	Has been Utilized	May be Utilized
Capital Improvement Budget: Hazard Mitigation Actions to be considered during the development of annual capital improvement plans. Compliance with Hazard Mitigation goals and objectives as well as the hazard vulnerability of site will be a consideration during the evaluation of infrastructure and facilities projects.		X
Operating Budget: Hazard Mitigation Actions to be considered within day-to-day operating budgets as funding permits.		X
Building & Zoning Ordinances: Review of the hazard mitigation plan and hazard analyses are part of the evaluation of land use, zoning, and development review ordinances and permitted processes.		X
Comprehensive Land Use Plan: Elements such as hazard vulnerability and hazard area extents will be considered during the development of future land use maps and other elements of comprehensive planning.		X
Human Resource Manual: Employee job descriptions may contain elements related to hazard mitigation planning and associated recommendations.		X
Grant Applications: Support for funding requests in the form of data, maps, and priority recommendations will be drawn from the hazard mitigation plan.		X
Fire Plan: Fire Plans for the municipality and local fire departments can utilize data and mapping in the hazard mitigation plan.		X
Local School Service Projects: Municipal officials and staff can explore the possibility of collaboration with local school districts to provide avenues for student community service projects as well as educational opportunities.		X
Economic Development: Local chambers of commerce and other economic development agencies can utilize the hazard mitigation plan to better inform new/expanding businesses in finding a location.		X

Summary

The City will utilize this Hazard Mitigation Plan to inform the Comprehensive Plan and update its Comprehensive Emergency Management Plan by advancing a list of potential mitigation actions, including but not limited to improvements to infrastructure, emergency response, and public awareness.

10.2.26.5 Mitigation Strategy and Prioritization

Past, Completed, and Ongoing Initiatives

The City has not provided any information in regards to past, complete and ongoing initiatives.

Proposed Initiatives

Table 10.2.26m: Mitigation Actions/Projects Identified			
Action	Description	Involved Agency(ies)	Funding Source(s)
CN-1	Lake Drive Culvert Replacement	City of Newburgh Engineering Department	Transportation Improvement Program – 20% Match, Bridge NY, FEMA (HMGP, HMA)
CN-2	Install backup generators	City of Newburgh Engineering and Fire Dept.	Local BAN, FEMA (HMGP, HMA)
CN-3	Walsh Road Bridge Rehabilitation	City of Newburgh Engineering	Transportation Improvement Program – 20% Match, Bridge NY, FEMA (HMGP, HMA)
CN-4	Washington Lake Dam reconstruction	City of Newburgh Engineering and Water Departments	Local BAN FEMA (HMGP, HMA)
CN-5	City-wide Emergency Communications system	City of Newburgh Fire Department	Municipal Budget, County Budget, FEMA (HMGP, HMA)
CN-6	Develop an Emergency Operations Center	City of Newburgh IT and Fire Department	Municipal Budget, FEMA (HMGP, HMA)
CN-7	Silver Stream Dam repairs	City of Newburgh Engineering and Water Dept.	Local BAN, FEMA (HMGP, HMA)
CN-8	Mill Street Bridge Rehabilitation	City of Newburgh Engineering Dept.	Local BAN, , Bridge NY, FEMA (HMGP, HMA)
CN-9	Purchase ground penetrating radar	City of Newburgh Engineering Department	Municipal Budget, FEMA (HMGP, HMA)
CN-10	NIMS Training	City of Newburgh Fire Department	Municipal Budget, FEMA (HMGP, HMA)
CN-11	Local Emergency Planning Committee training	City of Newburgh Fire Department	Municipal Budget, FEMA (HMGP, HMA)
CN-12	City WWTP flood protection redesign	City of Newburgh Engineering & Fire Dept.	Municipal Budget (alone), FEMA (HMGP, HMA), CWSRF, WQIP
CN-13	Secondary access to police building	City of Newburgh Engineering Dept.	NYSDHSES, NYS Police Grants
CN-14	Phase 1 Sewer Separation project	City of Newburgh Engineering & Water Dept.	Municipal Budget (unable to fund)
CN-15	Update floodplain maps	City of Newburgh Engineering & Fire Dept.	Municipal Budget
CN-16	Emergency auxiliary water supply pumping station	City of Newburgh Engineering & Water Dept.	NYSEFC DWSRF, NYSEFC WIIA
CN-17	Newburgh watershed protection plan	City of Newburgh Engineering & Water Dept.	NYSDEC, Hudson River Estuary Program

STAPLEE forms were completed for each of these aforementioned actions. A table with these evaluations can be found in Attachment II of this jurisdictional annex.

“STAPLEE” refers to the following lenses of evaluation: social, technological, administrative, political, legal, economic, and environmental.

Future Needs

Table 10.2.26n below lists all critical infrastructure and key resources for the City of Newburgh. A time passes and this infrastructure wears, the facilities and resources in this list will provide expectations of future hazard mitigation needs.

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources

Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Hazmat Manufacturing/ Storage/Use	Sunoco	Fuel Station	115	Lake Street	
Hazmat Manufacturing/ Storage/Use	Sunoco	Fuel Station	510	Broadway	
Hazmat Manufacturing/ Storage/Use	Mobil Mart	Fuel Station	310	Broadway	
Hazmat Manufacturing/ Storage/Use	Shell	Fuel Station	405	Broadway	
Hazmat Manufacturing/ Storage/Use	Urethane Technology Company	Hazmat	59	Temple Avenue	
Hazmat Manufacturing/ Storage/Use	Arctic Glacier	Hazmat	225	Lake Street	
Hazmat Manufacturing/ Storage/Use	Verizon	Hazmat	220	Liberty Street	
Hazmat Manufacturing/ Storage/Use	Propane Mixing Station	Hazmat		Renwick & Water Street	
High Occupant Habitation	Bourne Apartments	Highrise Building	150-154	Smith Street	
High Occupant Habitation	UTC High Rise	Highrise Building	207	Lake Drive	
High Occupant Habitation	Hudson Pointe Apartments	Highrise Building	90	Grand Street	
High Occupant Habitation	Burton Towers	Highrise Building	36	Cerone Place	
High Occupant Habitation	Cerone Place	Highrise Building	35	Cerone Place	
Special Occupant Habitation (PNP Facility)	Gidney Avenue Magnet School	Educational Facility	300	Gidney Avenue	
Special Occupant Habitation (PNP Facility)	Newburgh Free Academy - Main Campus	Educational Facility	201	Fullerton Avenue	
Special Occupant Habitation (PNP Facility)	Newburgh Free Academy - North Campus	Educational Facility	301	Robinson Avenue	
Special Occupant Habitation (PNP Facility)	South Middle School	Educational Facility	33-63	Monument Street	
Special Occupant Habitation (PNP Facility)	Pre-K Center	Educational Facility	191	Washington Street	
Special Occupant Habitation (PNP Facility)	Horizons-on-the-Hudson Magnet School	Educational Facility	137	Montgomery Street	
Special Occupant Habitation (PNP Facility)	Bishop Dunn Memorial School	Educational Facility	50	Gidney Avenue	
Special Occupant Habitation (PNP Facility)	Nora Cronin Presentation Academy	Educational Facility	120	South Street	
Special Occupant Habitation (PNP Facility)	San Miguel Academy of Newburgh	Educational Facility		Renwick Street	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources					
Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Special Occupant Habitation (PNP Facility)	Mount Saint Mary College (MSMC)	Educational Facility	330	Powell Avenue	
Special Occupant Habitation (PNP Facility)	SUNY Orange Community College	Educational Facility	1	Washington Center	
Special Occupant Habitation (PNP Facility)	St. Luke's Cornwall Hospital - Newburgh Campus	Medical Facility	70	Dubois Street	
Public Assemblage	Delano Hitch Stadium/Recreation Park/Aquatic Center	Assembly/ Stadium		Washington Street	
Religious Assemblage	Amazing Grace Apostolic Faith Church	Assembly	361	Broadway	
Religious Assemblage	Ame Zion Church	Assembly	109	Washington Terrace	
Religious Assemblage	Best temple Church of God in Christ	Assembly	11	South Street	
Religious Assemblage	Calvary Full Gospel Bible Church	Assembly	142	South Street Apt 5220	
Religious Assemblage	Calvary Full Gospel Church	Assembly	359	1st Street	
Religious Assemblage	Calvary Presbyterian Church	Assembly	120	South Street	
Religious Assemblage	Centro Catolico Hispano	Assembly	157	Liberty Street	
Religious Assemblage	Church of God	Assembly	60	Dubois Street	
Religious Assemblage	Church of God	Assembly	4	Oak Street	
Religious Assemblage	Church of God by Faith	Assembly	29	Bridge Street	
Religious Assemblage	Church of God of Prophecy	Assembly	173	Broadway	
Religious Assemblage	Church of the Good Shepherd	Assembly	271	Broadway	
Religious Assemblage	Church of the Living God	Assembly	61	William Street	
Religious Assemblage	Ebenezer Baptist Church	Assembly	76	1st Street	
Religious Assemblage	First Assembly of God International	Assembly	25	William Street	
Religious Assemblage	First Baptist Church	Assembly	481	South Street	
Religious Assemblage	First Born Church of the Living God House of Joy	Assembly	109	Liberty Street	
Religious Assemblage	First United Methodist Church	Assembly	241	Liberty Street	
Religious Assemblage	Gods Deliverance Center Incorporated	Assembly	189	W Parmenter Street	
Religious Assemblage	Grace Tabernacle	Assembly	78	South William Street	
Religious Assemblage	Grace United Methodist Church	Assembly	468	Broadway	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources

Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Religious Assemblage	Holy Deliverance Apostolic Temple	Assembly	37	Chambers Street	
Religious Assemblage	Holy temple Incorporated U H C	Assembly	179	South Street	
Religious Assemblage	House of God Hebrew Pentecostal Church	Assembly	149	South William Street	
Religious Assemblage	House of Prayer	Assembly	60	South Johnston Street	
Religious Assemblage	House of Refuge	Assembly	131	Broadway	
Religious Assemblage	Hudson Valley Christian Church	Assembly	100	Grand Street	
Religious Assemblage	Kingdom Hall of Jehovas Witness	Assembly	408	Carpenter Ave Apt 13	
Religious Assemblage	Life Restoration Church	Assembly	136	1st Street	
Religious Assemblage	Living in Jesus Ministry Incorporated	Assembly	119	South Street	
Religious Assemblage	Milford United Methodist Church	Assembly	206	Ann Street	
Religious Assemblage	Mt Calvary F B H Church	Assembly	167	Grand Street	
Religious Assemblage	New Beginners Church of Christ	Assembly	60	Johnston Street	
Religious Assemblage	New Hope BAPTIST Church	Assembly	20	Mill Street	
Religious Assemblage	New Jerusalem Deliverance Temple	Assembly	376	Washington Street	
Religious Assemblage	Newburgh Tabernacle Sdn Church	Assembly	251	Grand Street	
Religious Assemblage	Rhema Christian Worship Center	Assembly	49	Lander Street	
Religious Assemblage	Sacred Heart Church	Assembly	25	South Robinson Avenue	
Religious Assemblage	Saint Patrick's Church	Assembly	55	Grand Street	
Religious Assemblage	Seventh Day Adventist Church	Assembly	497	Gidney Avenue	
Religious Assemblage	Soul Saving Station	Assembly	120	North Miller Street	
Religious Assemblage	St Francis of Assisi Religious Education Ofc	Assembly	145	Benkard Avenue	
Religious Assemblage	St George's Episcopal Church	Assembly	105	Grand Street	
Religious Assemblage	St Martin de Porres Society of Black Ministry	Assembly	185	Liberty Street	
Religious Assemblage	St Mary's Church	Assembly	180	South Street	
Religious Assemblage	St Nicholas Greek Orthodox Church	Assembly	19	Fullerton Avenue	
Religious Assemblage	Temple Baptist	Assembly	7	William Street	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources					
Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Religious Assemblage	The Living Word Center	Assembly	102	South Plank Road	
Religious Assemblage	The Salvation Army	Assembly	234	Van Ness Street	
Religious Assemblage	Valley Bible Baptist Church	Assembly	10	Carter Street # A	
Community Lifeline	Natural Gas Blow-off Locations	Utilities			
Community Lifeline	Electric	Utilities			
Community Lifeline	Water Department	Utilities	493	Little Britain Road	
Community Lifeline	Wastewater Plant	Sewage Treatment Facility	2	Renwick Street	
Community Lifeline	Washington Lake	Water Storage Reservoir	207	Little Britain Road	
Public Safety Facility	Fire Department Headquarters	Fire Department	22	Grand Street	
Public Safety Facility	Engine 3	Fire Department	492	Broadway	
Public Safety Facility	Police Headquarters	Police Department	55	Broadway	
Public Building	Newburgh Post Office	Post Offices	217	Liberty Street	
Public Building	West Newburgh Post Office	Post Offices	467	Broadway	
Public Building	Congressman Sean Patrick Maloney District Office	Government Building	123	Grand Street	
Public Building	Orange County District 4 Office of Curlie Dillard	County Government Building	350	North Water Street	
Public Building	City Court	Local Government Building	300	Broadway	
Public Building	City Hall	Local Government Building	83	Broadway	
Public Building	1841 Courthouse (Building/ Code Enforcement, Historian, Congressman Maloney District Office)	Local Government Building	123	Grand Street	
Public Building	Newburgh Film Office	Local Government Building	250	Lake Street	
Public Building	Recreation Department	Local Government Building	401	Washington Street	
Public Building	Newburgh Free Library	Local Government Building	124	Grand Street	
Public Building	Department of Public Works (Location of Municipal Fuel Pumps)	Local Government Building	88	Pierces Road	
Transportation Network	South Street	Evacuation Route		South Street	
Transportation Network	Robinson/South Robinson Ave (State Route 9W)	Evacuation Route/State Highway		Robinson/S Robinson Ave	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources

Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Transportation Network	Lake Street Bridge (Over Quassaick Creek)	Transportation Network		Lake Street	
Transportation Network	South Robinson/9W Bridge (over Railroad)	Transportation Network	250	South Robinson Avenue	
Transportation Network	Mill Street Bridge (over railroad)	Transportation Network	242	Mill Street	
Transportation Network	Gidney Avenue Bridge (over Interstate 84)	Transportation Network	564	Gidney Avenue	
Transportation Network	Broadway (17K)	Transportation Network		Broadway	
Transportation Network	Lake Street (State Route 32)	Transportation Network		Lake Street	
Transportation Network	Railroad Bridge at Pier Loun	Railroad Transit System	10	Park Place	
Transportation Network	Railroad (Runs Parallel to the River and Water St.)	Railroad Transit System			
Transportation Network	Newburgh-Beacon Ferry	River Transportation System		Front Street	
Retail Occupancy (High Transit Habitation)	A&P Coat Apron & Linen Supply Inc.	Business	115	Dickson Street	
Public Building	NYS DOT Transportation Maintenance	State Building	112	Dickson Street	
	Independent Living, Inc.		5	Washington Terrace	
Special Occupant Habitation (PNP Facility)	West End Veterinary Office	Medical Facility	41	Fullerton Avenue	
Special Occupant Habitation (PNP Facility)	Greater Hudson Family Health	Medical Facility	147	Lake Street	
	Graphic Technology, Inc.	Business	211	Dupont Avenue	
Special Occupant Habitation (PNP Facility)	St. Luke's Liberty Dialysis	Medical Facility	4	Corwin Court	
Public Assemblage	Ritz Theater	Assembly Building	107	Broadway	
High Occupant Habitation	The Cornerstone Residence Housing	Highrise Building	111	Broadway	
Manufacturing Facility	LaBella Strings	Business	256	Broadway	
Special Occupant Habitation (PNP Facility)	High Pointe Senior Apartments	Senior Citizen Centers	223	West Street	
Retail Occupancy (High Transit Habitation)	The Granite Factory	Business	27	Renwick Street	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources

Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Retail Occupancy (High Transit Habitation)	NJ Mattress Factory	Business	102	South William Street	
Retail Occupancy (High Transit Habitation)	Haight Fire Equipment	Business	199	Little Britain Road	
Hazmat Manufacturing/ Storage/Use	Culligan	Bulk Storage Facility	131	Little Britain Road	
Warehouse Occupancy	Herr Foods Inc.	Food Distribution Center	280	Little Britain Road	
	Key Bank	Banking and Finance	78	Broadway	
	Citizens Bank	Banking and Finance	456	Broadway	
	Bank of America	Banking and Finance	385	Broadway	
	TD Bank	Banking and Finance	800	Broadway	
	Hudson Heritage Federal Credit Union	Banking and Finance	2	Corwin Court	
Transportation Network	Water Street	Evacuation Route			
Community Lifeline	Dam (Walsh Rd)	Water Storage Reservoir			
Community Lifeline	Dam (South Robinson)	Water Storage Reservoir			
Community Lifeline	Dam (William St)	Water Storage Reservoir			
Community Lifeline	Water Tank (Ellis Ave)	Water Storage Reservoir			
Community Lifeline	Water Tank (Marne Ave)	Water Storage Reservoir			
Community Lifeline	Brady Water Tank	Water Storage Reservoir			
Sewer					
Community Lifeline	Crescent Avenue Pump Station	Lift Station	40	Plank Road	Across the street
Community Lifeline	Mullens Apartment Pump Station	Lift Station	40	Walsh Road	
Community Lifeline	Front Street Pump Station	Lift Station	40	Front Street	
Community Lifeline	Lake Drive Pump Station	Lift Station	129	Lake Drive	
Community Lifeline	Rowing Club Pump Station	Lift Station		River Street	
Community Lifeline	S. William Street Temporary Pump Station	Lift Station	3	River Street	Intersection of River Street and extension of S. William Street.
Community Lifeline	Scobie Drive Pump Station	Lift Station	98	Scobie Drive	
Community Lifeline	Laborer's Local 17 Pump Station	Lift Station	301-307	Little Britain Road	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources					
Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Community Lifeline	South Interceptor				
Community Lifeline	North Interceptor				
Community Lifeline	Central Interceptor - Broadway to S. William Street				
Community Lifeline	Regulator No. 1				
Community Lifeline	Regulator No. 2				
Community Lifeline	Regulator No. 3		25	Renwick Street	Middle of Renwick Street, west of S. Colden Street
Community Lifeline	Regulator No. 4		38	Edward Street	Southern edge of S. William Street, east of Edward Street
Community Lifeline	Regulator No. 5		76	First Street	Southern edge of First Street, west of Montgomery Street
Community Lifeline	Regulator No. 6		110	Grand Street	Middle of Second Street east of Grand Street
Community Lifeline	Regulator No. 7		69	South Street	Middle of east bound lane of South Street, west of Water Street
Community Lifeline	Regulator No. 8		215	Water Street	Middle of the continuation of Colden Street, west of Water Street
Community Lifeline	Regulator No. 9		2	Broad Street	Middle of Broad Street, west of N. Water Street
Community Lifeline	Regulator No. 10		2	Nicoll Street	Southern edge of Nicoll Street
Community Lifeline	Regulator No. 11		10	Park Place	In the grassed median
Community Lifeline	Headworks Influent Line				

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources					
Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Community Lifeline	Diversion Manhole A		94	S Water Street	Northern edge of Washington Street, east of Colden Street
Community Lifeline	Diversion Manhole B		2	Colden Street	Eastern edge of site, across from old Train Station
Community Lifeline	Diversion Manhole C		124	Grand Street	Middle of Grand Street at Third Street
Community Lifeline	Diversion Manhole D		182	Water Street	In the turf area towards South Street
Community Lifeline	Diversion Manhole E		390	N. Montgomery Street	Middle of the N. Montgomery Street
Community Lifeline	Diversion Manhole F		38	Edward Street	Middle of S. William Street east of Edward Street
Community Lifeline	Diversion Manhole G		34	Montgomery Street	Southern edge of 2nd Street east of Montgomery St.
Water					
Community Lifeline	Carter Street Pump Station		2	Carter Street	
Community Lifeline	Marne Avenue Pump Station		283	Carpenter Avenue	
Community Lifeline	High Service Transmission Main				
Community Lifeline	Low Service Transmission Main				
Community Lifeline	Raw Water Transmission Main - Brown's Pond				
Community Lifeline	Raw Water Transmission Main - Washington Lake				
Community Lifeline	West Trunkline - Little Britain Road to South Interceptor				
Community Lifeline	Silver Stream Diversion Gate		799	NY-300	
Community Lifeline	Patton Brook Diversion Gate		1030	NY-300	

Table 10.2.26n: City of Newburgh Critical Infrastructure and Key Resources					
Category	Facility Name	CIKR Type	Street #	Street Name	Notes
Other					
Public Assemblage	Armory Unity Center		312	S. William Street	
	Repeater Location - Downing Park		123	Carpenter Avenue	
	Repeater Location - St. Luke's Hospital		70	Dubois Street	
Transportation Network	Railroad Bridge - Fifth Street				
Transportation Network	Railroad Bridge - Fourth Street				
Transportation Network	Railroad Bridge - Third Street				
Transportation Network	Railroad Bridge - Second Street				
Transportation Network	Railroad Bridge - Carpenter Street				
Transportation Network	Railroad Bridge - First Street				
Transportation Network	Railroad Bridge - Renwick Street				
Transportation Network	Railroad Bridge - Quassaick Creek				
Transportation Network	Railroad Crossing - Washington Street				
Transportation Network	Bridge - River Road at Quassaick Creek				
Transportation Network	Boat Launch				

10.2.26.6 Hazard Area Extent and Location

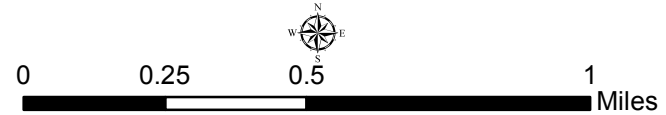
A map demonstrating the location of certain hazard areas is attached as Attachment I.

Attachment I

**Hazard Area Extent and Location Map -
City of Newburgh**



Sources:-----



Path: C:\GIS\Projects\HMP\Orange County\Orange County Hazard Mitigation Plan.mxd

Attachment II

**STAPLEE Mitigation Action Cost/Benefit Analysis -
City of Newburgh**

STAPLEE Criteria Consideration Tables
Mitigation Action Prioritization and Comparison

Jurisdiction:

City of Newburgh

Action ID	Action	S	T	A	P	L	E	E	Can action be easily implemented?	Does action achieve multiple plan objectives?	Can action be quickly implemented?	Level of action benefits	Level of action overall costs	Priority ranking
		+ = benefit (favorable), - = cost (unfavorable), 0 = neutral or N/A										Levels = high, medium, or low		
CN-1	Lake Drive Culvert Replacement: Closure is eminent, replacement will keep road connections for emergency personnel and residents.	+	+	-	+	+	-	+	-	+	-	High	High (\$1.99 mill.)	High (Priority 3)
CN-2	Install backup emergency power sources for City Hall and two city owned buildings used as emergency shelters.	+	+	+	+	+	+	0	+	+	0	High	Medium (\$300,000)	High (Priority 5)
CN-3	Walsh Rd Bridge Rehabilitation: Rehabilitate / Replace failing portions of the bridge to keep road connection open for emergency personnel and residents	+	+	-	+	+	-	+	-	+	-	High	High (\$1.948 mill.)	High (Priority 6)
CN-4	Washington Lake Dam: spillway design and reconstruction, address wet area below dam, and installation of a low level drain to prevent inundation of surrounding structures in the event of failure	+	+	-	+	+	-	+	-	+	-	High	High (\$2.04 mill.)	High (Priority 7)
CN-5	Emergency Communication: Participate in a community wide emergency communications network to notify citizens of time critical information.	+	+	+	+	+	+	0	0	+	0	High	Medium	High (Priority 8)
CN-6	Emergency Operations Center: Plan and develop a functional Emergency Operations Center to manage and limit loss related to the cascading events from unplanned incidents.	+	+	+	+	+	0	0	0	+	+	High	Low (\$12,000-\$15,000)	High (Priority 9)
CN-7	Silver Stream Dam: headwall and spillway repairs to prevent inundation of surrounding structures in the event of failure, loss of backup drinking water source, and potential effects to NYCDEP aqueduct.	+	+	-	+	+	-	+	-	+	-	High	Medium (\$350,000)	High (Priority 10)
CN-8	Mill Street Bridge Rehabilitation: Bridge is currently closed; assessment, design, and repair of two failing footings will reopen road connections for emergency personnel and residents.	+	+	-	+	+	-	+	-	+	-	High	Medium (\$200,000)	High (Priority 11)

STAPLEE Criteria Consideration Tables
Mitigation Action Prioritization and Comparison

Jurisdiction:

City of Newburgh

Action ID	Action	S	T	A	P	L	E	E	Can action be easily implemented?	Does action achieve multiple plan objectives?	Can action be quickly implemented?	Level of action benefits	Level of action overall costs	Priority ranking
		+ = benefit (favorable), - = cost (unfavorable), 0 = neutral or N/A										Levels = high, medium, or low		
CN-9	Ground Penetrating Radar: Purchase ground penetrating radar to quickly identify sinkholes caused by failed water and sewer lines.	+	+	0	+	+	0	+	+	+	+	Medium	Low (\$10,000)	High (Priority 9)
CN-10	NIMS Training: Continue training appropriate city personnel in the National Incident Management System. (NIMS)	+	+	0	+	+	+	+	+	+	+	Medium	Low (\$3,000)	High (Priority 10)
CN-11	Local Emergency Planning Committee: Continue training with, and support of the Local Emergency Planning Committee and coordinate continuing updates of the County Hazard Mitigation Plan.	+	+	0	+	+	+	+	+	+	+	Medium	Low (\$2,500)	High (Priority 11)
CN-12	Flood protection at City wastewater plant: Pursue funding to design and construct flood protection measures at the City Wastewater Plant on the Hudson River.	+	+	-	+	+	-	+	-	+	-	High	High (\$3 million)	Medium (Priority 1)
CN-13	Police Entrance: provide safe secondary access to the building. Existing overhead structure is failing.	+	+	0	+	+	0	0	0	0	0	Medium	Medium (\$100,000)	Medium (Priority 2)
CN-14	Sewer Separation Phase I: Engineer and complete separation of the storm and sanitary sewer systems to assist with limiting the overburden of the City sewer plant.	+	+	-	+	+	-	+	-	+	-	High	High (\$4 million)	Medium (Priority 3)
CN-15	Flood Plain Map Updates: Provide local level assistance in updating flood plain maps. Funds would be used to attend meetings held by NYDEC, FEMA and USGS.	+	+	0	+	+	+	+	+	+	+	Medium	Low (\$2,500)	Low
CN-16	Auxiliary Water Supply: Provide pumping station with line for fire suppression operations in the event of the loss of primary water supply through the construction of an auxiliary water supply system.	+	+	+	+	0	+	0	0	+	-	High	High (\$8.5 mill.)	High (Priority 4)

STAPLEE Criteria Consideration Tables
Mitigation Action Prioritization and Comparison

Jurisdiction:

City of Newburgh

Action ID	Action	S	T	A	P	L	E	E	Can action be easily implemented?	Does action achieve multiple plan objectives?	Can action be quickly implemented?	Level of action benefits	Level of action overall costs	Priority ranking
		+ = benefit (favorable), - = cost (unfavorable), 0 = neutral or N/A										Levels = high, medium, or low		
CN-17	Newburgh Watershed Protection Plan: Provide for the mapping, signage and oversight of the watershed system feeding into Washington Lake and Browns Pond Reservoirs.	+	+	0	+	+	0	+	+	+	+	Medium	Medium (\$350,000)	High (Priority 2)

Attachment III

**Hazard Mitigation Worksheets -
City of Newburgh**

Mitigation Actions and Strategy Detail Worksheet

Action Worksheet	
Name of Jurisdiction	City of Newburgh
Name of Hazard Mitigation Plan	Orange County Hazard Mitigation Plan
Potential Actions/Projects (not being implemented at this time)	
Action/Project Number	CNB 001
Name of Action/Project	Lake Drive Culvert Replacement
Summary of Evaluation: Benefits (losses avoided), estimated costs, and other factors considered	Closure is eminent, replacement will keep road connections for emergency personnel and residents. \$1.99 Million to replace failing culverts with a bridge structure, reconnecting the streambed.
Plan for Implementation	
Responsible Organization	City of Newburgh Engineering Department
Action/Project Priority	Tier 1 Priority 1
Potential Funding Sources	Transportation Improvement Program, 20 percent City match.
Other assisting organizations, entities, etc.	None
Local planning mechanisms to be used in project/action implementation, if any	Currently included for discussion/approval of the Capital Plan.
Progress Report	
Date of status report	
Report of progress	
Evaluation of effectiveness	

Mitigation Actions and Strategy Detail Worksheet

Action Worksheet	
Name of Jurisdiction	City of Newburgh
Name of Hazard Mitigation Plan	Orange County Hazard Mitigation Plan
Potential Actions/Projects (not being implemented at this time)	
Action/Project Number	CNB 003
Name of Action/Project	Flood Protection at City Wastewater Plant
Summary of Evaluation: Benefits (losses avoided), estimated costs, and other factors considered	Pursue funding to design and construct flood protection measures at the City Wastewater Plant on the Hudson River. The cost associated with protecting and raising the controls and tanks is estimated to be 3.00 million dollars.
Plan for Implementation	
Responsible Organization	City of Newburgh Engineering and Fire Departments.
Action/Project Priority	Tier 2
Potential Funding Sources	Municipal Budget (unable to fund)
Other assisting organizations, entities, etc.	None
Local planning mechanisms to be used in project/action implementation, if any	To be managed through the update of the Comprehensive Emergency Management Plan.
Progress Report	
Date of status report	
Report of progress	
Evaluation of effectiveness	

Orange County
Multi-Jurisdictional All Natural Hazard Mitigation Plan
Emergency Shelter Questionnaire

Name of Your Municipality:	<u>City of Newburgh</u>
Common Name of Your Emergency Shelter:	<u>South William Street Armory</u>
Street Address of Your Emergency Shelter:	<u>321 South William Street</u> <u>Newburgh, NY 12550</u>
Name of the Owner of Your Emergency Shelter:	<u>City of Newburgh</u>
Name of the Regular Occupant of Your Emergency Shelter:	<u>Newburgh Armory Unity center</u>

Name of Jurisdiction: _____

RESOLUTION
TO AUTHORIZE THE ACCEPTANCE AND ADOPTION OF THE
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE FOR
ORANGE COUNTY, NEW YORK

WHEREAS, the Orange County Department of Emergency Services, with the assistance from Barton & Loguidice, D.P.C., has gathered information and prepared the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York; and

WHEREAS, the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York has been prepared in accordance with the Disaster Mitigation Act of 2000 and Title 44 Code of Federal Regulations (CFR), Part 201; and

WHEREAS, Title 44 CFR, Chapter 1, Part 201.6(c)(5) requires each local government participating in the preparation of a Multi-Jurisdictional Mitigation Plan or Plan Update to accept and adopt such plan; and

WHEREAS, the City of Newburgh, has reviewed the 2016 Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, has found the document to be acceptable, and as a local unit of government, has afforded its citizens an opportunity to comment and provide input regarding the Plan Update and the actions included in the Plan;

WHEREAS, the City of Newburgh, will consider the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County during the implementation and updating of local planning mechanisms, and will incorporate the hazard assessment data, hazard vulnerabilities, and mitigation actions in these mechanisms, where applicable;

NOW THEREFORE, BE IT RESOLVED, that the City of Newburgh, as a participating jurisdiction, adopts the Multi-Jurisdictional Hazard Mitigation Plan Update for Orange County, New York, dated May 2016.

This resolution was thereupon declared duly adopted on _____.

(Mayor)

(Clerk)

RESOLUTION NO.: 252 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
REQUESTING AN EXTENSION OF TIME FOR COMMENTS ON THE SCOPING OF
THE U.S. ARMY CORPS OF ENGINEERS
NEW YORK-NEW JERSEY HARBOR TRIBUTARIES FEASIBILITY STUDY**

WHEREAS, The U.S. Army Corps of Engineers (USACE) initiated the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study, affecting more than 2,150 square miles, 25 NY and NJ counties and 16 million people. Communities along the shorelines of NYC, Long Island, NY Harbor, northern NJ, the Hudson River up to Troy, and western Connecticut are affected. The goal is to develop and implement measures to reduce the risk of coastal storm damage to communities, critical infrastructure, and important societal resources; and

WHEREAS, USACE has proposed six alternatives:

- **Alternative 1:** “No Action,” meaning no new action by the Corps. Instead the region would move forward with numerous existing flood control projects already in the works.
- **Alternative 2:** Build two in-water barriers, from Sandy Hook to Breezy Point (5 miles) and across Long Island Sound near Throgs Neck Bridge.
- **Alternative 3A:** Build in-water barriers in the Arthur Kill, Jamaica Bay, Verrazano Narrows, Pelham Bay, and Throgs Neck, and a levee or berm system along Brighton Beach and the Rockaways.
- **Alternative 3B:** Build in-water barriers in the Arthur Kill, Kill Van Kull, the Gowanus Canal, Pelham Bay, Throgs Neck, Newtown Creek, and Jamaica Bay. Build a levee and berm system and shoreline measures in East Harlem, the NJ upper bay and Hudson River, and the West Side of Manhattan.
- **Alternative 4:** Build in-water barriers in Pelham Bay, Jamaica Bay, Newtown Creek, the Gowanus Canal, and the Hackensack River. Build shoreline measures in East Harlem, the NJ Upper Bay and Hudson River, and the West Side of Manhattan.
- **Alternative 5:** Build only shoreline measures along the perimeter of coastal locations (dunes, berms and levees). Note that these shoreline protections are in addition to the wide array of shoreline flood control projects already planned or under way which are shown in Alternative 1; and

WHEREAS, USACE intends to narrow the six options down to one or two by the fall of 2018. The one or two “tentatively selected plan(s)” will be the subject of a Draft Feasibility Report and Environmental Impact Statement this fall. USACE has opened a public comment period,

ending September 20, to consider the “scope” of issues it should study in that preliminary environmental review; and

WHEREAS, this short time frame and limited number of meetings is inadequate given the enormous scale of the project; and

WHEREAS, several of these plans – specifically, the ones including giant in-water barriers throughout NY Harbor (Alternatives 2, 3A, 3B & 4) – threaten the very existence of the Hudson as a living river. These in-water barriers would disrupt the migrations of the river’s iconic species (striped bass, Atlantic sturgeon, herring, shad, eel) and restrict tidal exchange, essential in numerous ways: from moving sediment and flushing contaminants from the Harbor, to regulating nutrient distribution and adequate dissolved oxygen; and

WHEREAS, in-water barriers would not protect against flooding from sea-level rise – only from storms. With gates that must be open for ships to pass, the in-water barriers would do nothing against sea-level rise. By contrast, shoreline measures (Alternatives 5 and 1 combined) can protect against flooding from both storms and sea level rise, and can be more easily heightened as projections evolve; and

WHEREAS, deflection or induced flooding in nearby unprotected shorelines may be a fatal flaw to these alternatives. Areas such as the Jersey shore, the south shore of Long Island, western Long Island Sound, and the Lower Bay of New York Harbor would be at risk. In-water barriers could hold back rainstorm flood waters, as we experienced during storms like Irene and Lee in 2011, from leaving the Hudson. This could cause fresh water flooding inland of the barriers; and

WHEREAS, USACE estimates \$30 billion to \$50 billion to build the in-water barriers in Alternative 2, with annual maintenance likely costing billions, without even addressing sea level rise; and

WHEREAS, Alternative 5 – shoreline and nature-based measures (dunes, dikes, floodwalls, and levees) – is estimated at \$2 billion to \$4 billion. It is the only alternative that addresses both storm surge and sea level rise, while leaving the river to flow freely; and

WHEREAS, the economy and culture of the Hudson River Valley is intimately tied to the health of the Hudson River, including the migrations of its signature fish. Tourism generates more than \$5.3 billion annually; and

WHEREAS, non-federal sponsors of the study include New York State, represented by the NYSDEC and New Jersey, represented by the NJ Department of Environmental Protection. **NY and NJ thereby have the authority to withdraw from the study or to reject any construction alternative;**

NOW THEREFORE BE IT RESOLVED, that we, the elected representatives of the City of Newburgh in Orange County in the Hudson Valley, cannot comment effectively, as is our legal right, without detailed information and data on the social, economic and environmental impacts of each alternative. The PowerPoint slides and the fact sheet provided to the public to date are completely inadequate. The Army Corps needs to publish comprehensive information about all the alternatives being considered, including the environmental impacts on the Hudson and the Harbor and to share with the public the complete list of existing studies it will consult in the preliminary assessments of the projects; and

BE IT FURTHER RESOLVED, the meetings recently posted were too few, announced too late, and were not advertised so that the public would actually be aware. The Army Corps and the other involved agencies need to provide numerous, comprehensive and well-advertised public meetings throughout the affected area, which includes Long Island Sound, New York Harbor, New Jersey coastal waters and the Hudson to Troy; and

BE IT FURTHER RESOLVED, the short comment period, for a proposal with consequences that could last centuries, or millennia, is unacceptable. By contrast, the U.S. Coast Guard, in seeking public feedback on designating new anchorage grounds on the Hudson, initially offered a three-month comment period on an “advance notice of public rulemaking,” then extended that by an additional three months, which allowed members of the public time to become informed and voice their opinions. Therefore, we request an extension of the scoping comment period to at least 90 days; and

BE IT FURTHER RESOLVED, only one of the alternatives is even acceptable so far. Alternative 5, described as “Perimeter Only,” is the only acceptable alternative the U.S. Army Corps has presented to date. Only “shoreline-based measures” should be employed. Our protection would rely on shoreline-based floodwalls and levees, including beaches, dunes and waterfront parks, combined with reimagined land use from some low lying areas. It would protect our low-lying communities from both storm surge and flooding from rain storms, while leaving our rivers free to flow and thrive; and

BE IT FURTHER RESOLVED, in its cost-benefit analysis of the current array of alternatives, the USACE should include an evaluation of the value of ecosystem services; and the cost of shoreline measures that are essential to protect against flooding from sea level rise, even for alternatives that include harbor wide barriers; and

BE IT FURTHER RESOLVED, The full range of impacts must be considered before the six alternatives are narrowed. Before any alternative is eliminated from consideration, the potential impacts of each alternative should be studied in relation to the following:

- Tidal range / regime and flow velocity.
- Migration of all native fish species.
- Abundance of all native and currently existing fish species.
- Abundance and distribution of all mollusk species throughout the study area.
- Current and potential commercial and recreational fisheries.

- Endangered, threatened and special-concern fish and wildlife species (both federally and state designated) in the New York Bight and in the Hackensack River, Passaic River, Raritan River, Meadowlands, Jamaica Bay and Long Island Sound.
- Vegetation (subaquatic and intertidal).
- Birds.
- Habitat for fish, birds and other wildlife.
- Sedimentation rates, scour and elevation in the rivers, bays and harbor.
- Changes in contamination levels both in the water and in river and harbor sediments.
- Rate at which PCBs and other contaminants will be transported from the rivers and harbor to the sea.
- Water quality in the harbor, rivers and bays.
- Dissolved oxygen levels throughout the study area.
- Salinity throughout the study area.
- Water temperature throughout the study area.
- Nutrient concentrations throughout the study area.
- Frequency of algae blooms throughout the study area.
- The degree and cost of wastewater treatment required to comply with the Clean Water Act, in light of reduced tidal exchange / flushing.
- Induced coastal flooding or deflection of storm surge to areas adjacent to any barrier alternatives.
- Back-flooding inland of any barriers due to heavy rain events.
- Commercial shipping.
- Recreational boating.
- Cost to state taxpayers for future operation and maintenance of ship and tide gates in any barriers.

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh urges Basil Seggos, Commissioner, New York State Department of Environmental Conservation, Bryce Wisemiller, NY District Project Manager, U.S. Army Corps of Engineers and Nancy J. Brighton, Chief, Watershed Section, Environmental Analysis Branch, Planning Division, U.S. Army Corps of Engineers to request an extension of the scoping comment period with additional public information and scoping meetings, for the NY/NJ Harbor & Tributaries Coastal Storm Risk Management Feasibility Study; and to complete specific studies prior to the winnowing of proposed alternatives.

Storm surge barriers threaten the very life of the Hudson River

The U.S. Army Corps of Engineers is considering several options for coastal storm protections in our region, and some of these options would have catastrophic consequences for the Hudson and New York Harbor. Specifically, storm surge barriers – giant ocean gates – would choke off tidal flow and the migration of fish – damaging the life of the Hudson River Estuary forever.

This is a critical time to speak out and prevent a short-sighted decision.

In response to Superstorm Sandy, the U.S. Army Corps of Engineers (USACE) initiated **the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study**, affecting more than 2,150 square miles, 25 NY and NJ counties and 16 million people. Communities along the shorelines of NYC, Long Island, NY Harbor, northern NJ, the Hudson River up to Troy, and western Connecticut are affected. The goal is to reduce the risk of coastal storm damage to communities and critical infrastructure. The Corps has offered six alternative conceptual designs:

Alternative 1: “No Action,” meaning no new action by the Corps. Instead the region would move forward with numerous existing flood control projects already in the works.

Alternative 2: Build two in-water barriers, from Sandy Hook to Breezy Point (5 miles) and across Long Island Sound near Throgs Neck Bridge (*see map at right*).

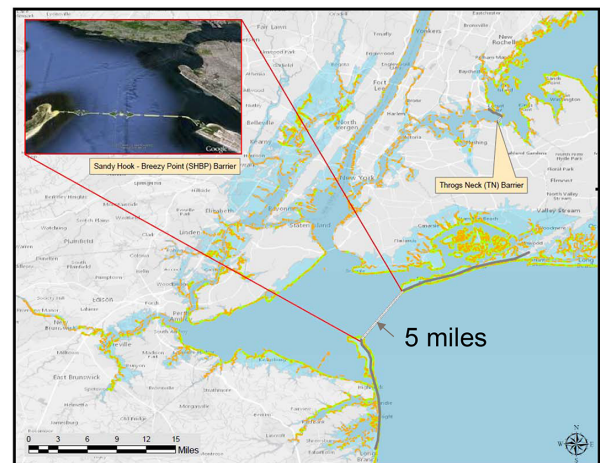
Alternative 3A: Build in-water barriers in the Arthur Kill, Jamaica Bay, Verrazano Narrows, Pelham Bay, and Throgs Neck, and a levee or berm system along Brighton Beach and the Rockaways.

Alternative 3B: Build in-water barriers in the Arthur Kill, Kill Van Kull, the Gowanus Canal, Pelham Bay, Throgs Neck, Newtown Creek, and Jamaica Bay. Build a levee and berm system and shoreline measures in East Harlem, the NJ upper bay and Hudson River, and the West Side of Manhattan.

Alternative 4: Build in-water barriers in Pelham Bay, Jamaica Bay, Newtown Creek, the Gowanus Canal, and the Hackensack River. Build shoreline measures in East Harlem, the NJ Upper Bay and Hudson River, and the West Side of Manhattan.

Alternative 5: Build only shoreline measures along the perimeter of coastal locations (dunes, berms and levees). Note that these shoreline protections are in addition to the wide array of shoreline flood control projects already planned or under way which are shown in Alternative 1.

Several of these plans – specifically, the ones including giant in-water barriers throughout NY Harbor (Alternatives 2, 3A, 3B & 4) – threaten the very existence of the Hudson as a living river. These in-water barriers would disrupt the migrations of the river’s iconic species (striped bass, Atlantic



sturgeon, herring, shad, eel) and restrict tidal exchange, essential in numerous ways: from moving sediment and flushing contaminants from the Harbor, to regulating nutrient distribution and adequate dissolved oxygen.

In-water barriers would not protect against flooding from sea-level rise – only from storms. With gates that must be open for ships to pass, the in-water barriers would do nothing against sea-level rise. By contrast, shoreline measures (Alternatives 5 and 1 combined) can protect against flooding from both storms and sea level rise, and can be more easily heightened as projections evolve.

Deflection or induced flooding in nearby unprotected shorelines may be a fatal flaw to these alternatives. Areas such as the Jersey shore, the south shore of Long Island, western Long Island Sound, and the Lower Bay of New York Harbor would be at risk.

Back flooding: In-water barriers could hold back rainstorm flood waters, as we experienced during storms like Irene and Lee in 2011, from leaving the Hudson. This could cause fresh water flooding inland of the barriers.

Potential costs: USACE estimates \$30 billion to \$50 billion to build Alternative 2 in-water barriers, with annual maintenance likely costing billions, without addressing flooding from sea level rise. Alternative 5 (shoreline measures like dunes, dikes, floodwalls, and levees) is estimated at \$2 billion to \$4 billion and addresses both storm surge and sea level rise, while leaving the river to flow freely.

What is the status of the study? USACE intends to narrow the six options down to one or two by this fall (2018). The one or two “tentatively selected plan(s)” will be the subject of a Draft Feasibility Report and Environmental Impact Statement this fall. USACE has opened a public comment period, ending September 20, to consider the “scope” of issues it should study in that preliminary environmental review. This short time frame and limited number of meetings is inadequate given the enormous scale of the project.

Non-federal sponsors of the study include New York State, represented by the NYS Department of Environmental Conservation (DEC) and New Jersey, represented by the NJ Department of Environmental Protection. **NY and NJ may reject any construction alternative.**

Elected officials can take action and make a difference:

1. Send a letter to Basil Seggos, Commissioner, NYSDEC; Bryce Wisemiller, NY District Project Manager, U.S. Army Corps of Engineers; and Nancy J. Brighton, Chief, Watershed Section, Environmental Analysis Branch, Planning Division, U.S. Army Corps of Engineers:
 - a. Insist that any coastal protection project address the risk of flooding from both storm surge and long term sea level rise.
 - b. Request more information for the public, including the studies the USACE is using to evaluate alternatives.
 - c. Request additional public scoping meetings across New York City, Long Island, and throughout the Hudson Valley.
2. Submit comments, and urge your constituents to do the same, to USACE (NYNJHarbor.TribStudy@usace.army.mil) by September 20. (See template at link below.)
3. Adopt a municipal resolution. (See model language at link below.)

Riverkeeper information page: Riverkeeper.org/barriers

Contact: Rebecca Martin, rmartin@riverkeeper.org, 845.750.7295



Sample Resolution Language: Storm Surge Proposal

URGING, We, as representatives of [insert name of municipality] in [county] urge Basil Seggos, Commissioner, New York State Department of Environmental Conservation (NYSDEC), Bryce Wisemiller, NY District Project Manager, U.S. Army Corps of Engineers (USACE) and Nancy J. Brighton, Chief, Watershed Section, Environmental Analysis Branch, Planning Division, U.S. Army Corps of Engineers to request an extension of the scoping comment period with additional public information and scoping meetings, for the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study; and to complete specific studies prior to the winnowing of proposed alternatives.

WHEREAS, The U.S. Army Corps of Engineers (USACE) initiated the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study, affecting more than 2,150 square miles, 25 NY and NJ counties and 16 million people. Communities along the shorelines of NYC, Long Island, NY Harbor, northern NJ, the Hudson River up to Troy, and western Connecticut are affected. The goal is to develop and implement measures to reduce the risk of coastal storm damage to communities, critical infrastructure, and important societal resources.

WHEREAS, USACE has proposed six alternatives:

- **Alternative 1:** “No Action,” meaning no new action by the Corps. Instead the region would move forward with numerous existing flood control projects already in the works.
- **Alternative 2:** Build two in-water barriers, from Sandy Hook to Breezy Point (5 miles) and across Long Island Sound near Throgs Neck Bridge (*see map at right*).
- **Alternative 3A:** Build in-water barriers in the Arthur Kill, Jamaica Bay, Verrazano Narrows, Pelham Bay, and Throgs Neck, and a levee or berm system along Brighton Beach and the Rockaways.
- **Alternative 3B:** Build in-water barriers in the Arthur Kill, Kill Van Kull, the Gowanus Canal, Pelham Bay, Throgs Neck, Newtown Creek, and Jamaica Bay. Build a levee and berm system and shoreline measures in East Harlem, the NJ upper bay and Hudson River, and the West Side of Manhattan.
- **Alternative 4:** Build in-water barriers in Pelham Bay, Jamaica Bay, Newtown Creek, the Gowanus Canal, and the Hackensack River. Build shoreline measures in East Harlem, the NJ Upper Bay and Hudson River, and the West Side of Manhattan.

- **Alternative 5:** Build only shoreline measures along the perimeter of coastal locations (dunes, berms and levees). Note that these shoreline protections are in addition to the wide array of shoreline flood control projects already planned or under way which are shown in Alternative

WHEREAS, USACE intends to narrow the six options down to one or two by this fall (2018). The one or two “tentatively selected plan(s)” will be the subject of a Draft Feasibility Report and Environmental Impact Statement this fall. USACE has opened a public comment period, ending September 20, to consider the “scope” of issues it should study in that preliminary environmental review.

WHEREAS, This short time frame and limited number of meetings is inadequate given the enormous scale of the project.

WHEREAS, Several of these plans – specifically, the ones including giant in-water barriers throughout NY Harbor (Alternatives 2, 3A, 3B & 4) – threaten the very existence of the Hudson as a living river. These in-water barriers would disrupt the migrations of the river’s iconic species (striped bass, Atlantic sturgeon, herring, shad, eel) and restrict tidal exchange, essential in numerous ways: from moving sediment and flushing contaminants from the Harbor, to regulating nutrient distribution and adequate dissolved oxygen.

WHEREAS, In-water barriers would not protect against flooding from sea-level rise – only from storms. With gates that must be open for ships to pass, the in-water barriers would do nothing against sea-level rise. By contrast, shoreline measures (Alternatives 5 and 1 combined) can protect against flooding from both storms and sea level rise, and can be more easily heightened as projections evolve.

WHEREAS, Deflection or induced flooding in nearby unprotected shorelines may be a fatal flaw to these alternatives. Areas such as the Jersey shore, the south shore of Long Island, western Long Island Sound, and the Lower Bay of New York Harbor would be at risk. In-water barriers could hold back rainstorm flood waters, as we experienced during storms like Irene and Lee in 2011, from leaving the Hudson. This could cause fresh water flooding inland of the barriers.

WHEREAS, USACE estimates \$30 billion to \$50 billion to build the in-water barriers in Alternative 2, with annual maintenance likely costing billions, without even addressing sea level rise.

WHEREAS, Alternative 5 — shoreline and nature-based measures (dunes, dikes, floodwalls, and levees) — is estimated at \$2 billion to \$4 billion. It is the only alternative that addresses both storm surge and sea level rise, while leaving the river to flow freely.

WHEREAS, The economy and culture of the Hudson River Valley is intimately tied to the health of the Hudson River, including the migrations of its signature fish. Tourism generates more than \$5.3 billion annually.

WHEREAS, Non-federal sponsors of the study include New York State, represented by the NYSDEC and New Jersey, represented by the NJ Department of Environmental Protection. **NY and NJ thereby have the authority to withdraw from the study or to reject any construction alternative.**

NOW THEREFORE BE IT RESOLVED, That we, the elected representatives of [insert name of municipality] in [county] in the Hudson Valley, cannot comment effectively, as is our legal right, without detailed information and data on the social, economic and environmental impacts of each alternative. The PowerPoint slides and the fact sheet provided to the public to date are completely inadequate. The Army Corps needs to publish comprehensive information about all the alternatives being considered, including the environmental impacts on the Hudson and the Harbor and to share with the public the complete list of existing studies it will consult in the preliminary assessments of the projects; and

BE IT FURTHER RESOLVED, The meetings recently posted were too few, announced too late, and were not advertised so that the public would actually be aware. The Army Corps and the other involved agencies need to provide numerous, comprehensive and well advertised public meetings throughout the affected area, which includes Long Island Sound, New York Harbor, New Jersey coastal waters and the Hudson to Troy.

BE IT FURTHER RESOLVED, The short comment period, for a proposal with consequences that could last centuries, or millennia, is unacceptable. By contrast, the U.S. Coast Guard, in seeking public feedback on designating new anchorage grounds on the Hudson, initially offered a three-month comment period on an “advance notice of public rulemaking,” then extended that by an additional three months, which allowed members of the public time to become informed and voice their opinions. Therefore, we request an extension of the scoping comment period to at least 90 days.

BE IT FURTHER RESOLVED, Only one of the alternatives is even acceptable so far. Alternative 5, described as “Perimeter Only,” is the only acceptable alternative the U.S. Army Corps has presented to date. Only “shoreline-based measures” should be employed. Our protection would rely on shoreline-based floodwalls and levees, including beaches, dunes and waterfront parks, combined with reimagined land use from some low lying areas. It would protect our low-lying communities from both storm surge and flooding from rain storms, while leaving our rivers free to flow and thrive.

BE IT FURTHER RESOLVED, In its cost-benefit analysis of the current array of alternatives, the USACE should include an evaluation of the value of ecosystem services; and the cost of shoreline measures that are essential to protect against flooding from sea level rise, even for alternatives that include harbor wide barriers.

BE IT FURTHER RESOLVED, The full range of impacts must be considered before the six alternatives are narrowed. Before any alternative is eliminated from consideration, the potential impacts of each alternative should be studied in relation to the following:

- Tidal range / regime and flow velocity.
- Migration of all native fish species.

- Abundance of all native and currently existing fish species.
- Abundance and distribution of all mollusk species throughout the study area.
- Current and potential commercial and recreational fisheries.
- Endangered, threatened and special-concern fish and wildlife species (both federally and state designated) in the New York Bight and in the Hackensack River, Passaic River, Raritan River, Meadowlands, Jamaica Bay and Long Island Sound.
- Vegetation (subaquatic and intertidal).
- Birds.
- Habitat for fish, birds and other wildlife.
- Sedimentation rates, scour and elevation in the rivers, bays and harbor.
- Changes in contamination levels both in the water and in river and harbor sediments.
- Rate at which PCBs and other contaminants will be transported from the rivers and harbor to the sea.
- Water quality in the harbor, rivers and bays.
- Dissolved oxygen levels throughout the study area.
- Salinity throughout the study area.
- Water temperature throughout the study area.
- Nutrient concentrations throughout the study area.
- Frequency of algae blooms throughout the study area.
- The degree and cost of wastewater treatment required to comply with the Clean Water Act, in light of reduced tidal exchange / flushing.
- Induced coastal flooding or deflection of storm surge to areas adjacent to any barrier alternatives.
- Back-flooding inland of any barriers due to heavy rain events.
- Commercial shipping.
- Recreational boating.
- Cost to state taxpayers for future operation and maintenance of ship and tide gates in any barriers.

Respectfully,
[signatures]

For more information

RESOLUTION NO.: 253 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2018 FUNDING APPLICATION OF
THE NEWBURGH COMMUNITY LAND BANK TO
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL THROUGH
THE LOCAL INITIATIVES SUPPORT CORPORATION AND
ENTERPRISE COMMUNITY PARTNERS, INC.**

WHEREAS, in 2016, the Newburgh Community Land Bank was awarded a Land Bank Capitalization Grant in the amount of \$2,000,000.00 from Enterprise Community Partners, Inc. and the Local Initiatives Support Corporation pursuant to a settlement agreement between certain financial institutions and the Office of the New York State Attorney General; and

WHEREAS, the Newburgh Community Land Bank is eligible to apply for a second Land Bank Capitalization Grant in the amount of \$2,000,000.00 from Enterprise Community Partners, Inc. and the Local Initiatives Support Corporation which grant will provide funding to fight blight by repurposing distressed and vacant properties, restoring them to the taxable roll and providing quality housing opportunities; and

WHEREAS, the grant application requires a letter of support from the City of Newburgh; and

WHEREAS, this Council has determined that supporting the funding application of the Newburgh Community Land Bank to Enterprise Community Partners, Inc. and the Local Initiatives Support Corporation is in the best interests of the City of Newburgh and its further development;

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 on behalf of the City of Newburgh the Cover Letter of Support for Land Bank Funding Application, as annexed hereto and made part hereof, in support of the Newburgh Community Land Bank application for a Land Bank Capitalization Grant in the amount of \$2,000,000.00 from Enterprise Community Partners, Inc. and the Local Initiatives Support Corporation through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to support the award of such grant funding and the Newburgh Community Land Bank's administration of the programs funded thereby.

SPONSOR COVER LETTER

Date

Elizabeth Zeldin
Enterprise Community Partners, Inc.
1 Whitehall St., 11th Fl.
New York, NY 10004

Re: Cover Letter of Support for Land Bank Funding Application

Dear Ms. Zeldin:

The City of Newburgh hereby submit(s) this request, on behalf of Newburgh Community Land Bank (“NCLB”), to Enterprise Community Partners Inc. for a grant in the amount of two million dollars (\$2,000,000.00). This Grant Request will provide urgently needed funding for NCLB to fight blight in our communities by, among other strategies, repurposing distressed and vacant properties, restoring them to our tax roll(s) and providing quality housing opportunities.

Very truly yours,

[To be executed by Authorized Signatory]

[Signature of Authorized Signatory of Sponsoring Municipality/County]

Name: _____

Title: _____

Date _____, 2016

[Add signature blocks, as needed, for each sponsoring municipality and/or county. If it is easier logistically to have a separate letter from each sponsor feel free to submit individual sponsor letters.]

RESOLUTION NO.: 254-2018

OF

SEPTEMBER 10, 2018

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5204-2015, 4642-2016, 5537-2017 AND 7660-2018 INVOLVING SECTION 32, BLOCK 1, LOTS 9.11 AND 9.22 AND SECTION 32, BLOCK 2, LOT 1.21 (PRISMATIC DYEING & FINISHING/40 WISNER AVENUE, LLC)

WHEREAS, Prismatic Dyeing & Finishing and 40 Wisner Avenue, LLC have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2015-2016, 2016-2017 and 2017-2018 tax assessment years bearing Orange County Index Nos. 5204-2015, 4642-2016, 5537-2017 and 7660-2018; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Prismatic Dyeing & Finishing and 40 Wisner Avenue, LLC are willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2015-2016 as tax map number 32-2-1.2 be reduced to a market value of \$990,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 32-2-1.2 be reduced to a market value of \$990,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 32-2-1.2 be reduced to a market value of \$990,000.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 32-2-1.2 be reduced to a market value of \$850,000.
- 5- That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2015-2016, 2016-2017 and 2017-2018 tax years as tax map number 32-1-9.11 be discontinued with prejudice.
- 6- That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2015-2016, 2016-2017 and 2017-2018 tax years as tax map number 32-1-9.22 be discontinued with prejudice.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of
PRISMATIC DYEING & FINISHING,

Petitioner,

CONSENT JUDGMENT

- against -

THE BOARD OF ASSESSORS AND THE BOARD OF
ASSESSMENT REVIEW OF THE CITY OF NEWBURGH,

**Index Nos. 5204-2015
 4642-2016 EF
 5537-2017 EF
 7660-2018 EF**

Respondents

- against -

THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT

Intervenor-Respondent

-----X
40 WISNER AVENUE, LLC,

Petitioner,

- against -

THE BOARD OF ASSESSORS AND THE BOARD OF
ASSESSMENT REVIEW OF THE CITY OF NEWBURGH,

Index No. 7660-2018 EF

Respondents.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the 2015, 2016, 2017, and 2018 tax years, as follows:

Tax Map No. 32-2-1.2

be reduced in market value, prior to the application of any real property tax exemptions, if any, as follows:

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Revised Assessment</u>	<u>Amount of Reduction</u>
2015	\$1,590,400	\$990,000	\$590,400
2016	\$1,590,400	\$990,000	\$590,400
2017	\$1,621,700	\$990,000	\$621,700
2018	\$1,621,700	\$850,000	\$771,700

and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2015, 2016, 2017, and 2018 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of SCHRODER & STROM, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2018 assessment year; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2015, 2016, and 2017 as tax map numbers 32-1-9.11 and 32-1-9.22 be discontinued with prejudice; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: September ___, 2018
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:

ED MOHLENHOFF, ESQ.
Schroder & Strom, LLP
Attorney for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

ELIZABETH A. LEDKOVSKY, ESQ.
Shaw, Perelson, May & Lambert, LLP
Attorney for Intervenor-Respondent
Dated:

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 255 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH RENEWING
THE DECLARATION OF A STAGE III WATER EMERGENCY AND URGING ALL CITY
OF NEWBURGH RESIDENTS AND WATER SUPPLY CUSTOMERS TO
CONSERVE WATER DURING THE TEN-WEEK CATSKILL AQUEDUCT SHUTDOWN**

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants; and

WHEREAS, the Catskill Aqueduct will be shut down and unavailable for 10 weeks beginning on October 15, 2018; and

WHEREAS, the City of Newburgh is able to use Brown's Pond as its drinking water supply during the temporary shutdown; and

WHEREAS, to ensure that Brown's Pond has a sufficient quantity of clean water for the needs of City residents, businesses and water supply customers during the Catskill Aqueduct shutdown, it is necessary for all City residents, businesses and water supply customers to take all necessary and appropriate steps to conserve water; and

WHEREAS, the City of Newburgh Water Superintendent has declared a Stage III Water Emergency pursuant to City Code Chapter 293 to require City residents, businesses and water supply customers implement water conservation measures; and

WHEREAS, the City Council has determined that such water conservation measures are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the declaration of a State III Water Emergency by the City of Newburgh Water Superintendent; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh hereby urges all City of Newburgh residents, businesses and water supply customers take all necessary and appropriate water conservation measures to ensure that Brown's Pond will have a sufficient quantity of clean water during the 10 week Catskill Aqueduct shutdown scheduled to begin on October 15, 2018.

RESOLUTION NO.: 256 - 2018

OF

SEPTEMBER 10, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DEMANDING THAT THE SOURCE OF THE CONTAMINATION OF
THE CITY'S FORMER PRIMARY WATER SUPPLY BE FULLY REMEDIATED
PRIOR TO TESTING WASHINGTON LAKE SOURCE WATER THROUGH
THE GRANULATED ACTIVATED CARBON FILTRATION SYSTEM AT
THE CITY OF NEWBURGH WATER FILTRATION PLANT**

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

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

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

WHEREAS, to date, none of the defendants determined to be potentially responsible for the PFAS contamination have taken any action to halt or remediate the contamination at its source; and

WHEREAS, despite no efforts to halt or undertake remediation of the source of the City's water supply contamination, New York State proposes to test the granulated activated carbon filtration system at the City of Newburgh Water Filtration Plant with Washington Lake source water; and

WHEREAS, New York State is readily able to test the temporary granulated activated carbon filtration system set up and in current use for the de-watering of Washington Lake as an alternative to testing the Granular Activated Carbon system at the City of Newburgh Washington Lake Filtration Plant; and

WHEREAS, in preparation for the upcoming 10-week shutdown of the Catskill Aqueduct, the City of Newburgh has proposed testing Brown's Pond water through the granulated activated carbon filtration system at the City of Newburgh Water Filtration Plant; and

WHEREAS, the City Council of the City of Newburgh opposes running Washington Lake water through the City of Newburgh Water Filtration Plant for any purposes, including testing the granulated activated carbon filtration system, until New York State and any and all potentially responsible parties halt the discharge of contaminants and fully remediate the source of the Washington Lake PFAS contamination at the New York State Air National Guard Base and Stewart Airport and remediate Washington Lake;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby officially opposes running Washington Lake water through the City of Newburgh Water Filtration Plant for any purposes, including testing the granulated activated carbon filtration system,; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that New York State and any and all of the potentially responsible parties fully remediate the source of the Washington Lake PFAS contamination at the New York State Air National Guard Base at Stewart Airport and fully remediate Washington Lake before Washington Lake water is run through the City of Newburgh Water Filtration Plant for any purposes, including testing the granulated activated carbon filtration system.

RESOLUTION NO.: 257 - 2018

OF

SEPTEMBER 10, 2018

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 9, 2018
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW
AMENDING CITY CHARTER SECTION C3.10 ENTITLED “TERMS OF OFFICE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law amending City Charter Section C3.10 entitled ‘Terms of Office’ of the City Charter of the City of Newburgh to establish term limits for elected officials”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of October, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

**A LOCAL LAW AMENDING SECTION C3.10 ENTITLED “TERMS OF OFFICE”
OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO ESTABLISH TERM
LIMITS FOR ELECTED OFFICIALS**

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.10 entitled ‘Terms of Office’ of the City Charter of the City of Newburgh to establish term limits for elected officials”.

SECTION 2 – AMENDMENT

§ C 3.10 of the City Charter is hereby amended as follows:

- A. The terms of office of the elective officers of the City shall be as follows: Mayor, four years; Councilman, four years; and City Judge, six years.
 1. Except as otherwise provided in this Section, no person shall be eligible to be elected, appointed, or to otherwise continue to hold the office of Mayor or Councilman after that person has been elected to that office for three (3) complete consecutive four (4) year terms, unless one complete term or more has elapsed since that person last held such office.
 2. In determining the number of consecutive terms a person has served, only terms commencing on or after January 1, 2020, shall be counted.
 3. In no even shall any person hold the office of Mayor or Councilman for more than 12 consecutive years.
 4. If the Mayor or Councilman resigns, vacates or is removed from office prior to the completion of a full term, he or she shall be deemed to have held office for a full term for the purposes of this section of the Charter. A person appointed by the Council to fill a vacancy in the office of Mayor or Councilman who subsequently is elected to the office of Mayor or Councilman in a general election may not serve more than three complete four (4) year terms or more than 12 consecutive years.
- B. The terms of office of the Civil Service Commissioner shall be six years.
- C. Except as otherwise provided in § C5.00, the terms of office of the City Manager and of the City Clerk shall be at the pleasure of the Council.

- D. The terms of office of all City officers appointed by the City Manager shall be at the pleasure of the City Manager. Any or all such appointive City officers may, by action of the City Manager and with the approval of the Council, be placed in the competitive class of the municipal civil service. No such action shall be taken less than 90 days prior to a general City election.

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.10 ENTITLED "TERMS OF OFFICE" OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.10 entitled 'Terms of Office' of the City Charter of the City of Newburgh to establish term limits for elected officials".

SECTION 2 - AMENDMENT

§ C 3.10 of the City Charter is hereby amended as follows:

- A. The terms of office of the elective officers of the City shall be as follows: Mayor, four years; Councilman, four years; and City Judge, six years.
1. Except as otherwise provided in this Section, no person shall be eligible to be elected, appointed, or to otherwise continue to hold the office of Mayor or Councilman after that person has been elected to that office for ____ () complete consecutive four (4) year terms, unless one complete term or more has elapsed since that person last held such office.
 2. In determining the number of consecutive terms a person has served, only terms commencing on or after January 1, 20xx, shall be counted.
 3. In no even shall any person hold the office of Mayor or Councilman for more than ____ consecutive years.
 4. If the Mayor or Councilman resigns, vacates or is removed from office prior to the completion of a full term, he or she shall be deemed to have held office for a full term for the purposes of this section of the Charter. A person appointed by the Council to fill a vacancy in the office of Mayor or Councilman who subsequently is elected to the office of Mayor or Councilman in a general election may not serve more than ____ complete four (4) year terms or more than ____ consecutive years.
- B. The terms of office of the Civil Service Commissioner shall be six years.
- C. Except as otherwise provided in § C5.00, the terms of office of the City Manager and of the City Clerk shall be at the pleasure of the Council.
- D. The terms of office of all City officers appointed by the City Manager shall be at the pleasure of the City Manager. Any or all such appointive City officers may, by action of the City

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Underlining denotes additions

Manager and with the approval of the Council, be placed in the competitive class of the municipal civil service. No such action shall be taken less than 90 days prior to a general City election.

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions
Underlining denotes additions

The City of Newburgh Office of the Corporation Counsel

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Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilman Anthony Grice
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patricia Sofokles
Mayor Torrance Harvey
Michael G. Ciaravino, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Proposed first draft local law
Term limits for Mayor and Councilman

DATE: August 28, 2018

As you may be aware City Charter Section C3.10 establishes the terms of office of the City of Newburgh's elected and appointed officers and provides that the terms of office of the Mayor and Councilman shall be four (4) years. Currently, the City Charter does not limit the number of terms, consecutive or otherwise, that a person who is elected as Mayor or Councilman may serve.

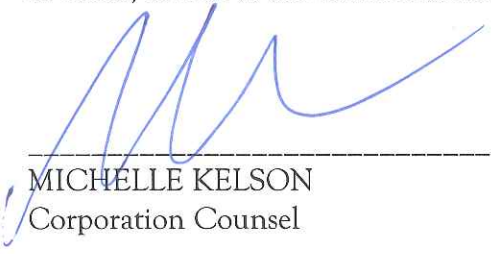
Councilwoman Mejia is interested in proposing term limits for elective office in the City of Newburgh. A local governing body may adopt a local law providing for limits on the number of consecutive terms an elected official may serve and such a local law is not subject to a mandatory referendum or referendum on petition (also known as a permissive referendum). New York State Municipal Home Rule Law ("MHRL") Section 10(1)(i) and (ii)(a)(1) authorizes local governing bodies to adopt local laws consistent with the Constitution and general NYS laws relating to the property, affairs, to the government of a local government and to the qualification of its officers and employees. The New York State Attorney General ("NYSAG") determined that a limitation on the number of consecutive terms sufficiently relates to the affairs and government of a local government and constitutes a qualification for office and does not conflict with any NYS law or Constitution.

A local government may conduct a referendum only where there is specific statutory or constitutional authority to do so. MHRL Sections 23 and 24 provide the statutory authority for conducting mandatory referenda and referenda on petition. In reviewing the authority for mandatory referenda, the NYSAG determined that a local law establishing term limits does not implicate any of the subjects listed in MHRL Section 23 and therefore is not subject to a mandatory referendum. The NYSAG specifically found that such local law does not change the law of succession to the office of mayor of a city and does not abolish, transfer or curtail any power of an elected officer. MHRL Section 23(2)(d), (e) and (f). The NYSAG also determined that a local law establishing term limits does not implicate any of the subjects listed in MHRL section 24 and therefore found no authority to conduct a referendum on petition.

Attached to this memorandum, please find for consideration and review a draft local law proposing a framework for the establishment of term limits for the elected offices of Mayor and Councilman. The framework suggests the following:

1. There should be a maximum number of consecutive terms that to which the officer shall be elected.
2. There should be a commencement date from which the maximum number of elected terms is counted.
3. In addition to a maximum number of consecutive terms, there should be a corresponding maximum number of consecutive years to which any person may hold an elective office.
4. There should be a calculation of maximum number of consecutive terms and consecutive years which addresses the circumstances where vacancies and appointments/elections to fill vacancies occur.

The framework itself is open to discussion by the Council. The proposed framework also leaves for the Council to determine the specific limitations on the maximum number of terms and time in office, as well as the commencement date for the application of said limitations.



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachment

RESOLUTION NO.: _____ - 2018

OF

SEPTEMBER 10, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 24, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 24th day of September, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

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

- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

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

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

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

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

E. Verification and documentation.

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

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

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

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

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

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

G. Exceptions

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

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

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

~~Strikethrough~~ denote deletions
Underlining denotes additions

The City of Newburgh

Office of the Corporation Counsel

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Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilman Anthony Grice
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patricia Sofokles
Mayor Torrance Harvey
Michael G. Ciaravino, City Manager

FROM: Michelle Kelson, Corporation Counsel

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

DATE: August 27, 2018

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

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

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

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

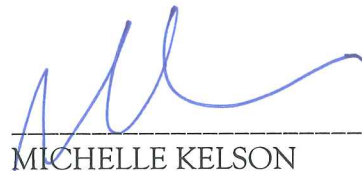
In August of 2017, I prepared a draft amendment to Local Law No. 1-2015 containing options to address these concerns which were presented to Council in August 2017 and after public hearing in September 2017, no further action was taken.

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

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

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

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



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachment