A regular meeting of the City Council of the City of Newburgh was held on Tuesday, October 9, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Bishop Dorsey from New Life Deliverance Ministry followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey Presiding; Councilman Grice, Councilman Jacobson, Councilwoman Mejia (arrived at 7:30 p.m. after roll call), Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the minutes of the Special City Council Meeting on September 6, 2018 and Regular City Council Meeting on Sept. 24, 2018

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Monteverde, Rayford, Sofokles, Harvey - 6
Carried

PRESENTATIONS

A Presentation by a NFA North Student Grant Finalist

Grant finalists from NFA North did a presentation for a Grant to build a public space for a Healing Memorial to improve our City. They are one of fifteen finalists for a $100,000.00 Grant of which five will receive funding so they have a one in three shot of getting this, however, they need help. This is a Nationwide Contest and they need votes. They asked everyone for their support and to spread the word on social media networks as well as to take the time to vote every day. This is a great way to show support for our City and they appreciate every single vote so please tell as many people as you can. This Project is not about reputation or making something look pretty it's about making our City better, healing people and helping others learn. To vote you can go to the Dream Big Contest by Farmers Insurance and for daily text reminders you can go to Tinyurl.com/newburghvote.

Resolution No. 295 - 2018

Councilman Grice moved and Councilwoman Monteverde seconded that Resolution #295-2018 be moved for the Council to vote on prior to the presentation of the City Manager's Proposed 2019 Budget.

Ayes: Councilman Grice, Councilman Jacobson, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey – 6
CARRIED

Councilwoman Rayford asked how long is this term for?

Michelle Kelson, Corporation Counsel said that the Consulting Agreement runs through December 31, 2018.

Mayor Harvey added that he met with Mr. Duffy last week and reviewed his credentials and he was very impressed with his wealth of experience so he is happy to see this.

Councilwoman Monteverde asked if we will move forward with posting the position.

Mayor Harvey said that we will but this is just to get us through our budget season with our Comptroller resigning recently.

Michelle Kelson, Corporation Counsel said that the scope of services is intended to facilitate the budget process. After the City Manager presents the Proposed Budget the Council has to make changes and adopt a Budget. After the Budget is adopted, the Finance Department has to close out the year end documents and prepare for the independent audit which would occur shortly after the new year begins.

Councilwoman Monteverde asked what date the Budget has to be adopted.

Ms. Kelson said it will be the second meeting in November which is on November 26th.

Councilman Jacobson said that part of the reason they are doing this is because the City Manager is leaving by the end of the year so he should not appoint a new Comptroller. This way we are able to get someone to help us with the Budget but we didn't feel that any new Department Head should be appointed at this time.

Councilwoman Rayford said they know how she feels. Everything is a rush, rush and everyone is vacating so her vote tonight will be to abstain because we just received the resume'. She doesn't know who this person is and she doesn't understand why we can't find someone who lives here or does business here. *"We have to go to Westchester"?* With meetings upon meetings, time after time she is never invited or asked to attend but she has the most votes. If we want a strong Mayor, we need to put that to a vote in this upcoming Election.

Councilman Harvey said it was his understanding that this information was made available

last week.

City Manager, Michael Ciaravino said he received the resume' as the end of the week prior when they were interviewing another candidate who did not work out. With Mr. Duffy's background both as a Certified Public Account as well as a Fraud Examiner he is confident that he can bring the City of Newburgh through the next leg of our journey and possibly beyond depending on the pleasure of the City Council.

Councilman Harvey reminded the Council and the public that this was an extenuating circumstance with our Comptroller resigning in the middle of this Budget process and we had some discussion in Executive Session regarding this. We were introduced to Mr. Duffy at the Work Session last Thursday and he is happy about this.

Councilman Grice moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Monteverde, Sofokles, Harvey - 5
Nays: Rayford-1
Adopted

Manager's Proposed 2019 Budget

City Manager, Michael Ciaravino presented the Proposed 2019 Budget.

Councilman Jacobson asked what is the tax increase in the City Manager's Budget?

Mayor Harvey thought there would be a presentation for everyone to see and that they would have the books.

City Manager, Michael Ciaravino noted that the books are currently being put together upstairs as we speak and should be down shortly.

Mayor Harvey suggested that they move to the Public Hearing regarding the tax cap levy.

Public Hearing is scheduled for Tuesday's Council meeting to hear comments concerning a local law authorizing a Property Tax Levy in excess of the limit established in General Muncipal Law Section 3-C.

Mayor Harvey called for a public hearing that was advertised for this meeting to hear public comment concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-C

Michelle Kelson, Corporation Counsel noted that this is a public hearing on a proposed local law that would allow the City Council to exceed the tax cap levy. She recognized that they haven't heard the 2019 Budget and we don't know whether or not that is going to happen but in order for the Council to even have the ability to do this they need to pass a local law and we need to hold a public hearing. Each speaker will have five minutes to comment on that proposed local law and there will not be a vote on that local law this evening. This is just to hear comments from the public.

Mr. Duffy noted that comparing to last year's tax levy the Budget that the Comptroller left did increase the tax levy to the maximum allowable under the cap. There are factors to it and he found that the calculations did not exceed the cap last year and if you don't exceed the cap you can use those funds in future years. The tax levy is what actually goes out on your tax rolls and is collected from your citizens after you collect all of your fees. Last year that was $19,904,000.00 and that was increased by $598,000.00 in the Budget presented by your previous Comptroller. Right now that line is $20,502,000.00, which would say that your tax levy is going up 3.35%. He does not have the exact comparison to the tax rate because your assessed valuation of the entire portfolio of properties in the City is expected to rise this year and if that goes up 2% and you spend everything the same then your rates go down. The tax levy will go up 3.35% when you hit max and the balance of the number needed to fund the rest of the items in the Budget that he saw brings the total tax levy increase to 7.1% which would be approximately an increase of 1.47 million dollars. Within this Budget we knew the SAFER Grant would have an effect, as well as, the ShotSpotter, which one Councilman has an idea that we might be able to get Grant money for. That is $195,000.00 that is in the current Budget that we might in our Work Sessions be able to not have as an item that we need to fund so we will research that Grant money. He apologized for not getting them a detail of the fund balance and Councilman Jacobson brought up the ability for us to capitalize some of these costs to meeting these infrastructure demands. Specifically half a million dollars to fix the Fire Department and whether they do it or not he wants to give them the right information to be able to make that decision. One of the things that concerned him was this debt ceiling that Newburgh has. Currently we have about fifty-four million dollars' worth of bond debt and there is a limit on how much we are allowed to borrow based on our five year average of our assessed values. 2014 is coming off that average and there is a downward trend so from now until 2021 if we do a projection of what is going to happen to our debt ceiling and assume the assessed valuations go up 1% a year from now until 2021 your debt ceiling will range from sixty two to sixty three million. You are never going to dip below that 61.9 million number in your debt ceiling so you can feel comfortable that you do have this eight million dollars there to finance these projects and to buy some DPW trucks. We have some room and we can finance.

Councilman Jacobson asked if he agreed that we shouldn't be expensing things that should be in a capital budget. If you put a roof on your house, you don't expect to pay it off in one year. A roof can last fifteen years so you would get a fifteen year loan.

Councilwoman Monteverde said this is something that we really need to look at.

Mr. Duffy said that forty-eight hours ago he didn't know if we had the debt capacity to support any borrowing and you do have that.

Councilman Jacobson said he read in the paper that there is supposed to be a $900,000.00 deficit.

Michael Ciaravino said it is around that number which does not include the items being asked for.

Councilman Jacobson said he thinks we can find close to that which should be in a capital budget and we will be able to afford what we are doing without a big massive tax increase.

Mr. Duffy continued that he has only been on call for two days and he intends to sit down with the Department Heads and talk about what they are proposing to fund personnel with straight time instead of overtime, which is an issue he heard them discussing. It also puts us in compliance with our labor agreements so you are saving money on those discussions, which are very expensive. Those are the things he wants to try to incorporate in the Budget process.

Mayor Harvey said we have to be very creative and innovative with this $900,000.00 deficit. Once we get the Budget in our hands we can analyze and look at it closely and we can make some changes so that this number isn't the last word. We want to hear from the public.

Rich Fracasse, Grand Street said we have spent over twelve months speaking to the Council about tax ratable property and that we need to generate some income. Who gets stuck is everyone in this room. There are some intelligent people here who have been saying for over a year that we need tax ratable stuff. He has been called a racist because he wants to make sure we can pay the bills and the police and fire departments. He bets that 7.1 % is more like 10% which most people here can't afford. He received a text from the biggest employer in the City of Newburgh that says, *"There is no winning we are leaving the City of Newburgh".* We have spent twelve months trying to get rid of these non-tax generating projects when we could have been putting some people in that would generate tax revenue. In the meantime, now what do we do? There are many really good people here and it's a real shame that we all have to fight and argue when we all just want to balance the Budget by bringing in business.

Drew Kartiganer, 30 Meadow Street, said he believes we can figure this out. They are going to have a chance to get some new tax revenue when they do a new RFP for all of the various projects at the Waterfront, 2 Montgomery Street and this site on Broadway. If you do it right you will generate some taxes. He submitted the attached letter for the record and read the following paragraph. *"As to the highest and best use of this site; the City of Newburgh is starved for property tax revenue. The Alembic proposal will pay nothing near the yearly million plus dollars property tax revenue this site can generate. Newburgh needs economic development and property tax revenue to pay for its community, resident and neighborhood needs. For a City that can't pay its firefighters, underpays its police and can't balance its budget without layoffs, Newburgh needs tax revenue to pay for current operating expenses and lower taxes for current residents and property owners. Alembic will not generate anything near the tax revenue, tax relief or economic activity this site should be used for; it is the wrong use for this site."* One of the things that was said or proposed about Alembic was a statement that they were going to pay $300,000.00 claiming that would make them the second highest taxpayer in Newburgh. If they did pay that, they would pay more than any single condominium in the City of Newburgh. When you look at a place like Ferry Crossing, which has forty-three condos and you add them all up they are paying somewhere between $350,000.00 and $400,000.00 per year which has less than a third of the number of units that you would have with the Alembic Project. The point being that if you put up eighty to one hundred of them you would get a million dollars in tax revenue from that condo. That would give you the money to pay your SAFER Grant, pay more for the police and have some money left over for DPW's trucks. If you do the right developments, the people will get excited. We have been fighting for Newburgh so let's get it right.

*Submitted and read by Drew Kartiganer at City Council meeting on 10/9/18

9/27/18

Response to Councilperson Mejia's spouse's letter on Alembic

Jerry Maldonado responded to my letter to the editor in which I raised a number of issues demonstrating his wife, Councilperson Karen Mejia, is violating the Ethical Standards of the City of Newburgh by supporting a subsidized housing development project at 2 Montgomery Street. These ethical and conflict of interest issues are a result of the business relationship and association of the developer, Alembic Development Corporation & Hester Street Collaborative, with Mr. Maldonado, Mejia's spouse. Despite his letter's comments and rhetoric, two major points can be taken from Maldonado's letter. The first is he did not dispute, disprove, deny or question a single factual point made in my letter. The second is that his letter actually confirms many of the issues raised and supports my opinion that Councilperson Mejia is violating the City of Newburgh Ethics laws and has conflict of interest in supporting Alembic as the developer of 2 Montgomery Street.

Facts detailed in my letter of Councilperson Mejia's conflict of interest with the Alembic proposal include that Mejia's spouse has a prior beneficial business relationship with Alembic; that a funding collaborative her husband co-chairs has awarded and invested over $600,000 in Alembic development partner Hester Street Collaborative and project supporters Community Voices Heard; that Councilperson Mejia manipulated the entire Request For Proposals process that set Alembic up to be the only submittal considered for the 2 Montgomery Street development and, last, that Mejia's spouses' business associates will claim over $8,000,000 in development fee if the project is awarded. None of these statements were disputed in Maldonado's letter defending his wife's actions for a simple reason; each one is true.

As to the merits of the project, readers should consider three of the many issues with the project as follows; what the project provides to Newburgh; what would be the highest and best use of the site and, last, how much Alembic Community Development is paying for the City of Newburgh property.

Despite the need of affordable housing for City of Newburgh CURRENT RESIDENTS, the subsidized housing proposed by Alembic cannot be specifically targeted to those Newburgh Residents in need of that housing. The reason is simple; the funding sources Alembic is using does not allow it. Put another way, current Newburgh residents in need of affordable housing will apply with equal standing and status as residents from Middletown, Kingston, the Bronx and where ever. In short, the Alembic proposal will be importing Orange County and Hudson Valley residents of need and extreme need for the 140 apartments they propose for Newburgh and will NOT provide significant affordable housing opportunities for Newburgh residents.

As to the highest and best use of this site; the City of Newburgh is starved for property tax revenue. The Alembic proposal will pay nothing near the yearly million plus dollar property tax revenue this site can generate. Newburgh needs economic development and property tax revenue to pay for its community, resident and neighborhood needs. For a City that can't pay it firefighters, underpays its police and can't balance its budget without layoffs, Newburgh needs tax revenue to pay for current operating expenses and lower taxes for current residents and property owners. Alembic will not generate anything near the tax revenue, tax relief or economic activity this site should be used for; it is the wrong use for this site.

Lastly, Alembic, which will claim over $8,000,000 in development fees on the project, has proposed a purchase price of only $300 for the 2 Montgomery Street site. That is THREE HUNDRED DOLLARS for 1.8 acres of real estate with spectacular views of Hudson River within walking distance to mass transportation to NY City. To suggest that Alembic should walk away with $8,000,000 after paying only $300 for the purchase of 2 Montgomery Street is insane. And to Councilperson Mejia's spouse's I would suggest, paying $300 for the 2 Montgomery Street site is not "philanthropy;" it is, literally, a steal.

In closing, readers should understand the Alembic project is a bad choice for the use of one of the City of Newburgh's most valuable assets. The whole project is a return to the failed urban renewal policies of the 70's and 80's by Councilperson Mejia where the developers walk out with a $8,000,000 fee and Newburgh gets burned with a bad deal. Alembic does nothing to improve Newburgh and only serves the interest of the business associates of Councilperson Mejia's spouse. Alembic does not help the City of Newburgh pay its bills, improve its economy or provide it residents with greater access to affordable housing. The only purpose the Alembic project seems to have is to give away, for $300, one of Newburgh most valuable assets and greatest opportunities to move the community forward to a bunch of New York City Developers that a Councilperson Mejia knows because they do business with her husband.

Ultimately, there are only two groups of people supporting the Alembic project; people who have only been given half the story, believe the half-truths and sweet promises that Councilperson Mejia, her spouse and allies have spun... or people who are in on the deal. From the beginning, the whole process has been an orchestrated play that has split the City of Newburgh apart and should be rejected by this City Council. After which the Newburgh community should take Councilperson Mejia to task for her actions and complicity in this suspect process. The project proposed for 2 Montgomery Street by Alembic Development is just plain bad for Newburgh; and Newburgh can do a whole lot better.

Drew Kartiganer

Bill Conye, Town of Newburgh, said that we are in an infinite loop here and it is not Mr. Duffy's fault or the City Manager's fault. It's a repeating thing we do. We talk about the fact that we don't know where we are going to get money from and how we are going to try to manage our expenses and hope we find money. The word revenue didn't come up once tonight and we don't talk about how to raise revenue. We constantly give things away and we are broke. Do we know what we need? He talks to a lot of developers and banks and everyone is watching Newburgh so he told the City Manager that we are not in the position that he described. We are beyond that position and the Media is picking up on Newburgh's great strides but people close to the ground are talking about leaving. It's going in the wrong direction. Where are the RFP's for our beautiful Waterfront? We are banging our heads against the wall so when is it going to change? Is this how we want to live our lives with this discourse? This has repeated itself in Newburgh multiple times and whenever there is an economic shock in New York City it hits us first. We have not turned things around. If you do a calculation on all of the distressed properties and they all came back on the tax rolls it just about equals the SAFER Grant. The idea that we have this solution by putting all of these properties back is pale in comparison to what we have on that hill. It's about jobs and paying down these numbers so we need to engineer a plan for fiscal sustainability. Can we do that?

Hannah Brooks, City of Newburgh said they are seeing that the single family homes are paying thirty percent more than the multi-family and these people cannot sustain increases in their taxes of 25% to 30%. This is one of the issues that we have been trying to speak to the City Council about which is that we need to create some uniformity and straighten out the assessed properties because they are all over the map. We need to create that foundation and go in the right direction. We have to do something now to plan for where we want to be in three to four years when we have to come up with the money for that Budget. We need to pick revenue producing projects and we need to straighten out the baseline so that there is more uniformity for property owners. We have lots of houses that are being fixed and the assessments may go up but they are all being abated right now because they are in the Historic District. Although the assessments may go up in numbers we still have double the rate of foreclosures. Did we make up for those lost numbers? Have we put those back on the tax rolls? Are they abated? Are we going to see that money? We have to look deeply into the numbers and plan ahead because unfortunately we didn't plan five years ago for where we are today.

Ms. Sutton, Liberty Street said she appreciates all of the work everyone does but when looking into buying additional property in the City of Newburgh she became aware of what appeared to be a disparity in the history of assessments since the increase ten years ago. She has looked at properties all over the City and found assessments with few exceptions that were lowered close to and in many cases well over $100,000.00. In many cases they did not grieve their assessment yet it was considerably lower over the course of ten years. Her property assessment up until this year was less than $50,000.00 lower than ten years ago except for one year and the following year it went back up. The first year she grieved the assessment and it was lowered only $400.00 below the previous year. She tried to be objective by investigating properties and still sees what looks like possible inequities in how properties are assessed so could this be a contributing factor to the City's financial problems? She found that her property card was full of inaccuracies and that her assessment is higher than a potential buyer would be willing to pay and resulting high taxes may also be a deterrent. Her property needs a lot of work that she is afraid to do because the assessment is already high. She can't compete with a rehab property bought at a substantially reduced price with lower taxes in the currently more sought after neighborhoods or a multi-family that has lower taxes because of a designation to assess multi-family properties lower. Now she is looking at the taxes being raised again with little or no signs of change in her immediate neighborhood. At past meetings she voiced concerns about the deterioration of the North end of Liberty Street which makes it very hard to enjoy the enthusiasm of what is going on in the City a mile south. A travel barrier of construction on Liberty, Grand and Montgomery does not help. In the time she has lived here she has seen properties fixed and then deteriorate again as people seem to walk or be forced away. Instead of raising taxes maybe we should find an equitable way to assess properties so there is not such a wide gap between comparable properties where it could be controlled and put us in a better place. She added that we should bring Trader Joes to Newburgh which is a reputable company. This would create jobs and bring people to Newburgh because they are a popular brand and there are no nearby locations.

Ms. Boyd, City of Newburgh said we are revisiting this over and over again. *"We put you guys in office to work for us and things are not working".* Like the last speaker said, she is afraid to do anything to her house because the Assessor gets wind of it and her assessment goes up. She doesn't think it's fair for us to have to pay. She took her friends for a ride through the City and it looks like a war zone here. It is disgusting and it shouldn't be like that. She doesn't know who Mr. Duffy is and told the Council to stop bringing in other people to work for our City to give us a Budget. We know what we need here so start listening to the people that are here. Time and time again we have told you how to generate money here. We have told you about the cabs and the speeding. The City is growing and it is getting bigger so we need a Mall. Stop sticking to the old ways because this is a generation of change. Put in some speed traps and implement the fees on the Taxis. She is tired of paying taxes. Her sewer line broke two months ago and she had to pay $7,000.00 out of her own pocket. Stop bringing in outsiders. You have educated, well informed people here that can help you because they live here on a day to day basis.

Omari Shakur, Liberty Street said they are tired of people coming here that aren't from Newburgh and know nothing about our City. There is nobody here that can do this? We won't fix Newburgh until we fix City Hall.

Cynthia Fraley, 249 Grand Street said she doesn't feel like much has changed in the past ten years. Her property has a very low assessment and a very high tax rate. She can't do anything to her house because she can't afford the permitting, and the oversight. She has had to take three Contractors to Small Claims Court that she was forced to use because they were approved by the City. She is a Contractor, which is what she does for a living, but she can't do the work herself because she is not qualified in the City of Newburgh. There are a lot of things in the way of actually staying here, owning a home and improving your property. Her road has not been paved for fifteen years and she was not informed that her driveway was going to be pulled up. There are five houses on her block that are abandoned and vacant. There are three houses owned by people who don't live in them that are filled with garbage but have not been cited. She hasn't had a driveway since June and her neighbors haven't had a sidewalk for the entire summer so the kids had no place to play. Clinton Street between Liberty and Grand has been torn up and used as a construction site since June. The trucks start at 6:00 in the morning and the building that blew up on the corner of Liberty and Clinton, that the City owns, has been used as a dumping ground. It has not been cleaned up and as a taxpayer that is her business because no one has talked to her about it so there needs to be more communication with the people. She owns a single family home and probably pays more tax than anyone who lives on her block so this is reprehensible.

Mayor Harvey reminded everyone that this is a public hearing regarding a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-C. Please do your best to stick to this particular topic.

Dwayne Jordan, said he builds and owns several buildings here in the City of Newburgh. If this Budget goes into effect rents will go up, the tenants that have lived here forever will be forced out and this will fail. Everyone is looking at numbers but there is a human factor to this. He is concerned for his tenants because he provides them a home and he takes that very seriously so he is speaking for his tenants and advocating for them. Next year there is going to be a raise on interest rates for mortgages so imagine interest rates going up to ten percent on a mortgage and the City's tax levy. Who can afford to buy anything? This market is unsustainable and there are no jobs. The people that are here are just making it happen and there is only so much they can handle. He hopes everyone here looks at the human factor behind this and knows that there are a lot of repercussions for the decisions that they make. If this happens he will be forced to raise rents when most people live paycheck to paycheck which means they will have to leave and he will have to leave this City.

Judy Thomas, 32 Benkard Avenue said that Newburgh is broke and we have a really high deficit but at the same time you are asking to raise our taxes and put the burden on the taxpayers and renters. The amount of rent she will have to charge to break even on her investment is going to be above most people's heads. It will be similar to a mortgage for one of the condos on the Waterfront. We have been having these discussions for a long time and as a previous speaker said we can't afford to give things away. We can't afford to consider any piece of Newburgh property or development that isn't generating taxes. This is a City that needs to grow and there are people with visions here but it feels like you are asking the taxpayers to be your philanthropists. The word philanthropy has been tossed around in public forum by the Council and members of the community. One definition is, *"Good will to fellow members of the human race an especially active effort to promote human welfare"*. In that regard she believes that everyone in their heart is a philanthropist. It is generally a large sum of money generated by a person, corporation or an organization in excess of their profit level so that they can give big money for humanitarian causes. Locally who is our philanthropist? The Kaplan foundation for one as they give to Hospitals and educational institutions. We are giving away this property with a million dollar view because you expect us to be philanthropists.

Beatrice Harris, City of Newburgh said we are looking at a one hundred year old tax fiasco. The citizens have been paying for a lot of mistakes but what did we get in return? We have toxic water. We have weakening infrastructure. We have Projects that could have generated tax revenue that were put aside. Over the last one hundred years it has been taxes, taxes, taxes. Didn't we do this before? They don't listen to the citizens. There are some amazing, educated, creative people here who have given proposals and yet it gets put aside. The governing body has given the power to take care of ourselves to other people. The problem she has is that really good people will leave here because a storm has been brewing and we are still stuck. Why? We have properties that could become tax ratables and generate tax revenue. How did Urban Renewal work? This a never ending cycle. She has faith that if we step back and pay attention to what everyone has been saying then maybe you can save Newburgh. Continuing to ask the outside for what we already know we need will sew more debt and poverty than can be handled.

Nasia, Montgomery Street said that raising taxes on homeowners will only add to the City's financial burden by stopping the influx of newcomers and forcing people to leave. She purchased her home two years ago and in that past two years her taxes have gone from $14,000.00 to $22,000.00 per year. She lives in a single family three bedroom, two bath home which she invested her life savings into. Her neighbors have the exact same footprint but are paying significantly less money than she is. Her monthly taxes have exceeded her mortgage and insurance by hundreds of dollars per month. Why do we continue to advocate for large scale projects that minimize potential revenue streams and why are we continuing on the same path that has been proven time and time again not to work. Her taxes are only six times less than the proposed Alembic Project so get the vacant city properties on the market. Start an application process and give them away if people qualify if you have to. Do an audit of all the non-profits and she bets that at least thirty percent are crap. Kill the Alembic deal and resubmit and RFP for a Hotel with event space at 2 Montgomery and capitalize on the expansion of Stewart Airport and the billion dollar Hudson Valley wedding industry. Start advocating for business, tourism, art and architecture and quit trying to get money from a stone. Hear your people and access the brilliance that is inviting to breathe life back into the City. Open yourself to change and alternative solutions. Raising taxes has not obviously worked in the past.

Tom Roberts, Central Avenue said he is a Veteran who worked for twenty-seven years and is now retired. He and his wife are on Social Security and they always frequent the businesses here in the City of Newburgh because they love it. If the taxes are raised, they will have to consider leaving Newburgh after seventeen years but don't want to have to do that. The people here are very frustrated with the City Council because they are not listening to us. They all think they are very smart but there are a tremendous amount of intelligent people here and they just don't understand. If they could just sit down together and talk instead of this dumb project on the Waterfront that we fought for over a year and got nowhere with. We are going backwards and if we don't do something about it they will be a City Council of a Ghost Town.

Mayor Harvey noted that there were not enough votes to convey land so Alembic is over and there is a scheduled conference call for a new RFP that will happen tomorrow. We are hoping that 2 Montgomery Street will be able to bring market rate housing and we are hoping for a development project. We are also anticipating that the City Club and the DRC will be separated. That discussion will happen tomorrow so we can stop with Alembic because we didn't have the votes to convey that land. Alembic is over.

Councilwoman Rayford said she would like to be included because she was the one who proposed that project be trashed. She wants to be part of that conversation. It was her proposal that she put on the table and they voted on so she would like to be included. If she is not included, the public will speak on her behalf.

Councilwoman Sofokles noted for the record that she would have voted no but that night a lot of people spoke for and against that project. She didn't feel that was the time to introduce a resolution at the end of the meeting and to give Alembic the chance to come back, which they did not do. Her vote would have been no.

City Resident, 146 Third Street said we heard a lot tonight and what was proposed here today is not a solution to the problem. There is always more than one way to solve a problem and the presentation today did not have data showing where the City is going. The deficit that was mentioned is not big if you think about the multi-million dollar potential of the waterfront and other properties the City has. You need to work on a proposal that makes sense and is workable and he would like to see a reduction in taxes for the homeowners. You are here to support them because you work for them.

John Beer, Henry Street in the Heights said he is a landlord and a contractor here in the City of Newburgh. The City should be thought of as a business and it has to earn revenue. Newburgh has to be marketable. People love old houses but if all of the houses that are vacant were bought and put back on the tax roll we will still have money problems. Newburgh is full of non-profits, which are great because we need schools and we need Hospitals but we also needs condos or something to produce revenue. We have waterfront property on the Hudson that is less than an hour from New York City and we have huge lots that could be developed by people who could bring us money. We have to think about earning money and not just passing the same deficit on year after year otherwise people will stop coming.

Tom Scalzo, City of Newburgh, said he is a lifelong resident. The City Manager stated 3.71% which we know will most likely be higher because of the bond rating which is kind of like a savings at the expense of the residents. There have to be ways to adjust without sticking it to the taxpayers. He thanked the Mayor and a Councilman for being on social media because it was a great way to exchange thoughts and have some conversation. He suggested that Mr. Duffy as a fraud expert look at some of the non-profits we have here. His property is located on the edge of the Town of Newburgh and if this continues he might investigate moving his house to the Town of Newburgh because he can't afford this anymore.

City resident, 216 Montgomery Street said that there is an eighth of a mile of green space near the Regal Bag Factory that might be sold to Mr. Kaplan for $250,000.00 which makes no sense whatsoever. He thinks his plan is to put a parking garage there for the Regal Bag Factory. He is a landlord with four apartments in his house and the taxes are $18,600.00 per year. Rents are about $1300.00 a month and the mortgage is $1350.00 per month so there is no profit. He lives on one of the nicest streets in Newburgh in a beautiful house built in the 1860's and now you want to maybe raise my taxes? This doesn't make sense. People who come to rent have complained that $1300.00 a month is too much to pay for a one bedroom apartment in Newburgh. He lived in New York City before coming here where several cities have been put on the map by artists and real estate values have exploded. You should take the derelict buildings and make them available cheaply to artists. You can sell the house for cheap and have a system to verify that the renovations they say they are going to do actually take place. If they don't take place then you take away the house. You give people now eighteen months to renovate which can't be done so his other suggestion is to get people to do volunteer work and help to get it done.

Ms. Danzy, City Resident, Lake Street Housing said she sympathizes with all of the homeowners regarding the taxes but it will also eventually affect the renters at Lake Street

Housing. She has four seniors with her who have been sitting since 7:00 p.m. so she asked if there was any way they could have the opportunity to speak now so that she can get them back home.

Councilman Grice moved and Councilwoman Sofokles seconded that the public hearing be closed.
Ayes: Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey – 7
CARRIED

There being no further comments this public hearing was closed.

**BREAK IN PROTOCOL

Councilman Grice moved and Councilwoman Sofokles seconded to break protocol from the Agenda to hear comments from the seniors.
Ayes: Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey – 7
CARRIED

Ms. Danzy said the seniors are having a lot of problems at Lake Street Housing.

Linda submitted a copy of a letter to the Police Chief that was sent around to the residents because Property Management did not inform the Police Department that we have a predator on the premises going into the laundry rooms sexually assaulting women.
Sonya, Lake Street High-Rise said that she was almost raped in the elevator and now she is afraid to take it so she has to have someone go with her upstairs or downstairs. Because there are bugs in one of the apartments she has to empty her closet and put it in her bathtub and she can hardly walk so she doesn't think this is fair. She has had three operations and she just wants someone to help her.

Ms. Danzy said that Lake Street has been infected with bedbugs which has been a repetitive situation over there. They need the Council to help get information from the property manager so we can take it from there. It is very hard to get information from Property Management.

A woman spoke saying that her mother is a resident in Lake Street and she has cancer. She can't walk and she has a beehive in her air conditioning vent which they called the Office about. They don't do anything to fix the apartments.

One resident said that the cameras don't work and it is dangerous there. At night she stays home because it is not safe.

Ms. Danzy said it is hard to contact the Property Manager and we can't start a Tenants Association. Why can't we have a Tenant Association there?

Linda said this is not the first time we have had problems in the building. A man that moved in with his girlfriend was very drunk and belligerent in the daytime forcing himself into apartments. She works from 6:00 p.m. to 11:00 p.m. and doesn't feel safe there so she wants to move. She never sees any police patrolling that area and they see drug dealers on the side of the buildings but now she hears that the cameras don't work. We need help.

Mayor Harvey asked if there is a security guard present.

Ms. Danzy said there is no security or cameras.

Mayor Harvey asked Corporation Counsel to speak because it sound like there needs to be legal representation for the tenants in this building.

Michelle Kelson, Corporation Counsel said this is not regulated by the Newburgh Housing Authority as it is a private development. There may be code violations that Code Compliance could look into. As far as organizing a Tenants Association, that is something they have to do for themselves but she can not do it for them. If they are having issues with the quality of their apartments they may want to contact some of the legal service agencies in Orange County who do provide some low cost or no cost assistance in landlord tenant and housing matters. They may provide some training and expertise to help them form a Tenant's Organization. On the City's side we can look at compliance with minimum housing standards and maybe get an Inspector out to take a look at some of those issues.

Ms. Danzy said that Tamie Hollins from Code did come out to see these conditions.

Ms. Kelson said that if we have had Code Officers in who have written violations, we will do our very best to step up the enforcement and see if there are expedited proceedings or other measures that we could take internally.

Mayor Harvey said there also may be some referrals for legal representation for the seniors in that building. There is Legal Services of the Hudson Valley and other organizations who deal with seniors and their rights that we can make referrals to so they can start getting legal action against the property management and the owners of this building. Until they receive notification from a lawyer's office they will continue to ignore you.

Councilwoman Monteverde asked if there is a property management office on site that they have gone to.

Ms. Danzy said they have but they have been ignored.

Councilwoman Monteverde suggested they get together right away and start a Tenant Association because that is their right.

Michelle Kelson, Corporation Counsel said they have to contact an organization like Legal Services of the Hudson Valley or the Orange County Bar Association and they may be able to refer them to their own lawyer who will be able to provide them with the legal advice they need so that they are getting accurate information. She cannot provide that legal advice directly.

Councilwoman Rayford said that there are six senior buildings in the City of Newburgh and none of them have security. She would like to see more police presence there and perhaps we could utilize the Auxiliary Police for these building. She doesn't like to hear that someone she knows was almost raped in an elevator. There needs to be more police presence in the senior housing buildings.

Linda said that they did hire security but he was fired because he was falling asleep and he was not overnight. We need an overnight guard which is when we have a lot of these issues.

Mr. Darzy thanked the Mayor and the Council for allowing them this time to speak.

**BACK TO THE AGENDA

Councilman Grice Moved and Councilwoman Rayford seconded to go back to the Agenda.
Ayes: Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey – 7
CARRIED

A Public Hearing will be held on Tuesday, Oct. 9, 2018 Council Meeting to receive public comment on the City of Newburgh's Proposed actions with respect to the Community Development Block Grant Program for the Consoldiated Plan for Housing and Community Development for Fiscal Year 2019

Mayor Harvey called a public hearing that was advertised for this meeting to hear public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019.

Michelle Kelson, Corporation Counsel explained that this was presented at the September 20th Work Session. This is for Fiscal Year 2019 proposed projects which includes an In-Rem stabilization program to stabilize the distressed properties that we take through our tax foreclosure proceedings and there is a complete streets program that will set aside funding for sidewalks, business facade improvements and infrastructure. There is a section for park improvements and funding available for community policing in neighborhood services which includes funding National Night Out and the 2019 Summer Film Festival. There is a homeowner resource assistance program to fund certain types of assistance to homeowners and there is an administrative component. There is a thirty day comment period that also opened on September 20th and will continue until October 20th. The Budget itself is in the Library, the Economic Development Office and the City Clerk's Office. If you are not able to speak tonight feel free to submit your written comments to the Department of Planning and Development.

Councilwoman Sofokles asked how we go about moving money for the ShotSpotter to get CDBG money to take it out of the Budget.

Ms. Kelson said she is not sure that the ShotSpotter licensing, which is what she believe is the phase we are in now, is eligible for CDBG funding. She is not the CDBG expert but that is her understanding. The program has very specific rules and regulations for how funding can be allocated. She suggested contacting Ellen Fillo who is the Community Development Director or Allie Church to see if that is an eligible expense and the Budget can be reallocated. This is the proposed, which she is sure has to be approved by HUD but we have made changes in the past so she is sure we can look into the possibility of doing that again.

Ms. Boyd, Prospect Street said she heard that there was a spending freeze and her concern is that in next year's Budget we need the streets to be repaired. If she gets another car repair bill she is bringing it to City. She takes care of her car but it has had to be serviced twice because of the potholes that we have here. Sidewalks and corners also need to be fixed. She is alarmed to find out that the Police Review Board, that she is on, will not have a budget next year and that is ludicrous. If we don't use our money this year then it should roll over and go back into the kitty because we need it. How are we supposed to bridge the community with the Police Department? Our Board needs a Grant or a Budget too.

There being no further comments this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Kippy Boyle, Grand Street said this MOU is a pretty big thing that is going to be happening along Marine Drive for a long time and it's important that the public be aware of it. Huge pipes are going to be transported through our property along the People's Waterfront Park then up on to Marine Drive through Balmville and out. This will be starting in November and will go through 2020 but the MOU gives them authority to use it until 2025. She understands that the City might need a year cushion but she is troubled by allowing them to continue to use the property through 2025. When the project is done and the last pipes are out she feels is when it should end but if they need it for longer then they should get an extension and maybe pay for that. She is also surprised that there are no public benefits in there for the amount of potential damage that is going to happen. When they are done they should take responsibility for maybe properly landscaping the entrance to People's Waterfront Park.

Julie Lindell, Frist Street said in regard to resolution #294-2018 for the Council Rules & Order of Procedure she heard that there was going to be some change to the rules for the speakers at the meetings. There are a lot of people who are concerned about somehow limiting the ability of people to sign up in advance for meetings. For instance, people with disabilities or people who are working nine to five. She hopes everyone considers that people are not all able to arrive and sign up and there should be a lot of notice given and consideration that people do need to speak. Hopefully we will come to a consensus on any changes that are made.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Grice noted that he uses social media a lot to inform and inspire people but if he did offend anyone in his comments he apologizes as that was not his intent. These taxes affect him as well as all of the Council members. He does support bringing in revenue such as a Hotel and some of the other things that people have mentioned tonight. He said he does listen very closely to all opinions. He recently lost someone very dear to him, Sonia Dixon, who was one of the grant writers for the Grant that his son presented tonight.

Councilman Jacobson said that this Proposed Budget by the City Manager is DOA and we have until November 26th to adopt a Budget. If we don't then the City Manager's Budget automatically becomes our Budget and that is not going to happen. He has mentioned before that he thinks there are many things that they can do. The main thing is that they have to go through the Budget and find out where there are matters that should be in a Capital Budget that are being expensed. If you had to pay $100,000.00 in one year that's a lot of money but if it can be paid over ten years then you are only paying $10,000.00 per year, which is a lot of savings. He doesn't think that anyone here is going to vote for this Budget the way it is proposed. Concerning the changes in public participation, he is against having a sign-up sheet because what happens is that people sometimes don't know until the meeting starts that they want to speak. This is the one tradition that we have in Newburgh that he thinks is worth keeping. He thinks we should limit the presentations to ten minutes which is sufficient. He hopes that when we get to these proposed changes that we just table it and keep public participation the way it is. Concerning the property taxes he feels that it is the worst form of tax ever created because it has nothing to do with one's ability to pay and in another forum he would like to get rid of using property tax to fund schools. He did vote against Alembic the last time it came up and he hopes we can get a motion on that soon so we can start over and have the Dutch Reformed Church and City Club separated from the property so we can get it done. Alembic can also reapply to be considered but it has to be done in the right way.

Councilwoman Mejia said that the Budget is their top priority moving forward. She will be looking to the executive branch in the next twenty-four hours for steps on how we are going to do this. Following up on what Councilman Jacobson just said in terms of this Budget they obviously want to hold the line on tax increases and that will require us to have more meetings to discuss the Budget. It will require all of us being present for those discussions and technically going line item by line item per department. There has to be a realistic work plan if that is what we want to propose otherwise we will just be spinning our wheels as far as having an alternative to the Proposed Manager's Budget. The public needs to be on board and be informed as to what that schedule is going to look like also. We have to prioritize the biggest departments like Police, Fire and DPW because those are the ones that take up the biggest chunk of our Budget and looking at the calendar time is ticking. We will need a week by week schedule on what we are going to tackle. On the development of the Dutch Reformed Church there has to be a public vote taken to close out that process and we have to treat interested parties in a respectful manner on how you open and close projects. That needs to get done otherwise our reputation is not going to be the type of reputation we want to have when it comes to economic development which has to be at the forefront to tackle our tax burden. She reminded everyone that the Council members are all homeowners in the City of Newburgh also.

Councilwoman Monteverde said she is also interested in what Councilwoman Mejia just spoke about with the Budget. She thinks they all need to take a portion to look at where they can have some cost savings. We may need to create a committee on how to bring revenue into the City of Newburgh, which really needs to happen. There was an Economic Development Committee that she doesn't think still meets but they need to pick up and continue to meet to see what comes out of that. We cannot continue to sustain ourselves without revenue and people are not going to want to come here. Developers will not want to come here also if we don't do this right. She heard a lot about the assessment of properties and feels we need to look at that closely as well because that also has an effect on the taxes. She added that she is also not in favor of changing the public hearing because she wants to hear from everyone.

Councilwoman Rayford said that she has been listening to everything. She was not for Alembic from the time she did the research. She lost a lot of sleep and had countless hours of staying up day in and day out with different conversations and arguments. That Project had Newburgh divided so she would like to be in that discussion tomorrow. She also would like to see the assessment of these properties looked into. We don't want Newburgh to be a desert town because of high taxes and a lot of these situations that we are going through has to do with management. She is livid to receive at the twelfth hour somebody's resume and a budget proposal that she is supposed to make an informed decision on. She is not informed. She is left out again. There are six Council people and one Mayor and all of us should be included in these meetings and e-mails. *"The ones that you ignore you empower so thank you for empowering me because now you are listening."*

Councilwoman Sofokles thanked everyone for getting the Budget together in the time that they had. She told Mr. Duffy that it could not be easy for him to sit here tonight but he came in to help us. She knows how to read a Budget but you have to have the hands on experience to move numbers around and she is hoping we can avoid a tax increase. As for the public hearing, she believes you have to give people a right to speak and we can't take that away from the public. In regard to the assessments, she suggested they go to the Assessment Review Board and grieve their taxes. There is an unequal assessment in her eyes from the people who spoke tonight so she suggested that they talk to the Assessor. The more people that come out to speak will make this city stronger. We won't have an answer overnight and she pays her taxes too. There is not an easy fix here but they are sure going to try.

Mayor Harvey thanked everyone for coming out and for their input which is important because they are all working hard to move this City forward. People complain about the taxes in the City of Newburgh and as Councilwoman Mejia mentioned we are all homeowners and we all pay taxes too. He noted that the taxes you pay are not just the City taxes because there are also school and county taxes. When someone says they pay $14,000.00 in taxes to the City let's be clear that probably half of that or a little bit more goes to the City School District so those same comments and concerns should also go to the School Board meetings. It was all over the City that we were going to raise taxes but we didn't even know if that was true or not. We have to be careful with the rhetoric we use because when you look at taxes there are a lot of missing variables. Not one of us wants to raise taxes.

There being no further comments this portion of the meeting was closed.

****Councilwoman Rayford left the meeting prior to voting on the resolutions.**

CITY MANAGER'S REPORT

Resolution No. 283 -2018 - MOU with Kiewit Shea Constructors for Transport of Steel Pipe Liners for Delaware Aqueduct Project

Councilwoman Monteverde looked at the MOU and agrees with Kippy about this being through 2025 so is there any way to adjust this.

Jason Morris, City Engineer, said that they have until 2020 to transport all of the pipe sections to where they need to go and then they have to do restoration. We know there have been delays in the past and you could potentially reduce that compliance to something sooner but that is up to the Council. If you propose that then he assumes we could pass an amended MOU.

Mayor Harvey added that the work they will have to do with the transport can create some potential infrastructural damage as Kippy mentioned and that restoration timeline he thinks is very significant because they are going to have to go in and repair whatever damage is done. It was expressed by our City Engineer that whatever the damage is they are going to make it better than what it was before they came in with the trucks.

Mr. Morris said there was discussion about public benefit so they are providing $75,000.00 to the City for an infrastructure impact fee and then they are milling down and will repave that area of River Street which is to the east of the railroad tracks from the Rowing Club up to Consolidated Iron.

Councilwoman Monteverde said she knows they are going to transport these late at night so will the road be usable during the day.

Ms. Morris said that the road will remain usable.

Mayor Harvey doesn't think that the 2025 end date is unrealistic.

Mr. Morris said he doesn't feel that it is unrealistic. There are things that come up that extend dates especially when it comes to construction.

Councilman Grice said that is his concern. He wouldn't want to pull the date back to where they don't have enough time to do the complete job that we would like for them to do.

Mayor Harvey agreed that there are a lot of things that some up when doing infrastructure work. That is the biggest lesson we learned this year with our own milling, paving and curbs because they couldn't get a certain material so those kind of things come up.

Michelle Kelson, Corporation Counsel pointed out that if everything goes smoothly and the work is completed at an earlier time the agreement allows the parties to mutually end their agreement at any time. So if they finish in 2023 then we are not obligated to continue until 2025 if we all agree that everything has been done and restored to the satisfaction of the city staff at that time.

Councilman Grice moved and Councilman Jacobson seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 284 - 2018 Proposal with QUEST for Asbestos Monitoring Services at 22 Grand Street and 492 Broadway

Councilman Grice moved and seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 285 -2018 QUEST Proposal Asbestos Abatement Plans & Specifications 492 Broadway

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 286 - 2018 Public Hearing for 2019 Budget

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 287 - 2018 Transfer 44 South Miller Street & 197 First Street to NCLB

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 288 - 2018 Release of Covenants for 57-58 Williamsburg Drive

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 289 - 2018 Purchase of 585 South Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 290 - 2018 Purchase of 25 Gidney Avenue

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 291 - 2018 Purchase of 82 Carson Avenue, 45 Concord Street and 49 Concord Street

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 292 -2018 Satisfaction of Judgments - 260 First Street (SBL 22-5-33)

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 293 - 2018 Donations for Annual Back to School Event

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Adopted

Resolution No. 294 - 2018 Council Rules & Order of Procedure amendments

Mayor Harvey said this effort was exploratory to discuss and find out what the public feels and to possibly bring some positive change to our procedures and protocol regarding how we conduct our council meetings to be more efficient and get the work of the City done in a timely manner. That was the genuine effort on his part. If it is not the will of the people and the Council then that's not a problem. This was also inspired by the Superintendent and the President of the Board of the Newburgh Enlarged City School District to maybe consider people signing up to speak as some people are reluctant to come speak because they don't know where they will be on the Agenda. It was just an earnest effort to say that there may be a way we could work more efficiently.

Councilman Grice added that it seemed like some people on social media were mistaken about our intent. This suggestion did not violate any open government rules or parliamentary procedure. We are here to serve the people and we want to hear them. He said his skin is thick so he can take it and he seeks out people who have opposing opinions. If it is not the will of the people, he understands that but we do need to think about moving forward in an orderly fashion and think about the voices that aren't being heard sometimes because they might feel that they are being shut out.

Councilman Jacobson doesn't think there is a consensus with what is proposed in this proposal. We can limit the presentations and we can consider having the public hearings for three minutes instead of five. Having a sign-up sheet and limiting the speakers would be unworkable and he feels it would be counterproductive. People would have other people sign up for them and even if someone didn't plan on speaking they will when they hear their name called. He would like to kill this or table it and have further discussions. Let's try to pass what we can agree on such as limiting the presentations to ten minutes and then go

from there.

Councilwoman Monteverde agrees that we should limit the presentations. We also have to be mindful that if we have something to say then let's say it once. We should try to use our Work Session to ask the questions and talk at that time.

Mayor Harvey stated that he is an American History Teacher and he would never want to limit anyone's free speech but that is where this conversation went on social media. They were just suggestions on doing things in a different way. If it is the will of the Council to table this then he has no problem with that. He thinks that Councilman Jacobson's suggestion are good on limiting presentations and there may be some others things we can do to be more efficient with our meetings. He added that he is always going to push the boarders and challenge the status quo. He will never be afraid to speak up and speak out on how we can work more efficiently and how we can serve the people in a better way.

Councilman Jacobson moved and Councilwoman Monteverde seconded that the resolution be tabled.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey – 6
TABLED

Local Law No. 3 - 2018 - Amending Section C3.12 entitled "Residency Requirements"

Michelle Kelson, Corporation Counsel clarified that this amendment will level the playing field. When the initial Local Law was adopted in 2015 there was an exemption for department heads who were currently serving in their positons. They would not have to comply because you are not allowed to have retroactive rules. This treated the department heads differently than some of our existing employees who had hoped or had aspirations of someday maybe rising up up through the career ladder to become department heads and when they took their job with the City of Newburgh they still did not have a residency requirement. It was a little short sighted on her part in the initial draft of the Local Law and had she seen that disparity she would have written the Local Law as it is written now. She would have carried that exemption for everyone who is employed in the City of Newburgh so the department heads who currently occupy their positions would not need to be residents and those who are employees as of the effective date of the Local Law, which if approved tonight would be October 15th, can move up a career ladder to become a department head with this exemption. This Local Law and residency requirement would apply to anyone coming into the City for the very first time who then becomes appointed to a department head level position.

Councilman Jacobson said he had spoken out against this and the one person we were concerned about was Wayne at the Water Department. He spoke to Wayne before the meeting and told him that if his vote was necessary to pass this for him to continue then he would vote for it but he thinks there are enough votes to pass it without his.

Mayor Harvey noted that there may be people who will be swayed by Councilman Jacobson's position.

Councilman Grice said that he is in support of this residency amendment. He does think it's important that our department heads live here in the City, however, at the same time he knows there are extenuating circumstances such as Wayne who is doing an excellent job. He will definitely be voting for this.

Councilwoman Monteverde said she will vote to support this. She has mixed feelings about this residency requirement because she thinks it makes things very completed. If you have someone who is qualified, why not? If they are qualified and they can run the department then why not hire them so she will vote to support this.

Mayor Harvey said he will vote to support this. He has been on both sides of this argument where we want people to live in our City and we want them to have job opportunities but then he sees someone like Wayne and realizes we have to go where the talent is. If they have the talent and don't live in the City, it doesn't mean that they are not loyal to the service that they provide so he is torn. Of course we want people in our City that have the talent and the skills to get things done for our City to continue to operate and move forward but sometimes we don't have people in our City with those certifications and qualifications that we need. We have to go with the best person based on skill, certification, talent and ability. This is always a tough debate and he has heard arguments on both sides but he will be voting in support of this.

Councilwoman Sofokles said she saw Wayne's Budget and she knows him. He has been with the City of Newburgh since he was seventeen and he only lives 2.3 miles away. He does a fabulous job and she can't understand anyone voting against it.

Councilwoman Mejia said as one of the original authors of this proposition, when we were having the initial conversations about city residency it was under the foundation and premise that it is great when department heads live in the City that they are managing similar to how the elected officials have to live in the City. She learned a lot from her first term and this was just an oversite. She stands by the principal that we want to have our department heads live in the City of Newburgh and she doesn't like it when conversations become personalized. She thinks this conversation is about having a tighter and more aware community. For her this is not about an individual it was just an oversight.

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Sofokles, Harvey - 5
Nays: Jacobson-1
Enacted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

There was no old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice said he is very proud of his son, Anthony Grice, who presented with his friends tonight. They did a great job presenting and it was his fault that the power point did not get here. He is proud of all of them because they did a great job so please vote for them every single day so they can win that prize.

Councilman Jacobson thanked everyone for coming tonight. He reminded everyone that the deadline for voter registration and for changing your party enrollment for this year's election is Friday. It has to be received by the Board of Elections or postmarked by Friday so if you are going to mail it in get it hand stamped. In regard to the Budget, we are going to have a lot of homework to do and he is sure that they are all excited and looking forward to it because it's part of the job and it's why we ran.

Councilwoman Mejia thanked everyone for coming out and listening in as there are a lot of people who watch these meetings online as they are broadcasted. We have more active engagement, which is important and the social media has potential but also limitations because not everyone is on social media. The City has moved and stretched a lot on social media but we have to improve on that. In regard to economic development she welcomes the difference of opinion that we have and she hopes we have learned from this past year about how to have future conversations. At the end of the day she thinks we all have an idea about what our City could be and grow into. She welcomed Mr. Duffy and said that there is a lot of pressure on these numbers that have to get crunched so we just have to figure out how to do that. She is impressed with the staff of the Comptroller's Office who stepped up in a great way.

Councilwoman Monteverde said this was the first time she went through the Budget hearings with the staff which were just completed. She thanked the city employees for taking the time to review their budgets and for making an effort to be fiscally responsible. She was also impressed with the Comptroller's Office and how they stepped up by holding that department together and went through the Budget with us. As a newly elected Council Member she is committed to reviewing the Budget although she understands there is no easy solution to closing the Budget gap we need to consider all options. It won't be easy and we heard from everyone tonight but she feels that a tax increase is out of the question. She would like to sit down again and review the Budget so that we can possibly find a greater savings and look at where we can move projects to the Capital Improvement line. She would also like to look into and understand our bond rating which she knows we have as a safety net. We need to start looking at long term budget stability and increase efficiency and transparency in the City's operations. She thanked everyone for coming tonight and said we had a lot of good comments.

Councilwoman Sofokles said she concurred with everything that Councilwoman Monteverde just said. She noted that the Shelter House Café will be having Jazz every Saturday night from 6:00 p.m. to 9:00 p.m. and she is excited about that so please go over and support the Café at the Shelter House. She has been on the Downing Park Planning Committee for thirty three years and it took a long time to open this Café and make that Park what it was meant to be. She added that the NAACP is having their Freedom Fund Luncheon on Saturday, October 20th at Coldenham Manor and she would like to see people support that too.

Mayor Harvey thanked everyone for coming out. He is very impressed with the inner workings of what happens in this City in times of crises. With the storms we have had externally like the tornado and internally with the resignations that we have had recently he is impressed with our entire executive staff and his Council colleagues. Newburgh is a tough City and the texture of the City is why he has remained here as a resident and a homeowner. When the going gets tough, the tough get going which he has seen firsthand with what happened in our Comptroller's Office. Mr. Duffy coming on board and working with our City Manager at the last minute through the midnight hour to get this done is amazing. It speaks to the hard work, dedication, love and earnest efforts that every one of them puts into this City day to day. He ran for City Council because of the tax issues and when the property values went under water because they changed how they calculated the taxes to try to sustain the Budget and maintain the operations of the City. No one wants these taxes to go up and he wants to get a good look at why some people are paying $14,000.00 and $20,000.00 in taxes which is ridiculous. How is that possible? We are all going to be fighting and trying to be creative and innovative because the numbers don't lie so we are all going to be crunching these numbers to find ways to not raise the taxes.

There being no further comments this portion of the meeting was closed.

ADJOURNMENT

There being no further comments to come before the Council the meeting adjourned at 10:35 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 283 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KIEWIT SHEA CONSTRUCTORS, AJV FOR THE TRANSPORT OF STEEL PIPE LINERS THROUGH THE CITY OF NEWBURGH TO FACILITATE THE COMPLETION OF THE DELAWARE AQUEDUCT RONDOUT WEST BYPASS TUNNEL PROJECT

WHEREAS, the Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel; and

WHEREAS, the parties have reached an agreement regarding the details and logistics surrounding the transportation of the steel pipe sections, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such agreement and has determined that entering into the same 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 enter into the attached agreement with Kiewit Shea Constructors, AJV has requested to travel through the City of Newburgh for the purpose of transporting steel pipe liners to facilitate the completion of the Delaware Aqueduct Roundout West Bypass Tunnel Project by the New York City Department of Environmental Conservation.

Memorandum of Understanding

Between

Kiewit Shea Constructors, AJV

and

City of Newburgh

This Memorandum of Understanding (MOU) sets forth the terms and understandings between Kiewit Shea Constructors, AJV (KSC) and the City of Newburgh (CON) regarding the transportation of the steel pipe sections from Steelways, Inc. property located at 401 South Water Street, Newburgh, New York to the KSC jobsite located at 5503 NYS Route 9W, Marlboro (Town of Newburgh), New York. This transportation of these materials is necessary to the successful completion of the project known as BT-2 Rondout West Bypass Tunnel of the City of New York.

Background

Representatives of KSC and CON met on numerous occasions to apprise the CON as to the proposed storage location and proposed transportation route through the CON for the steel pipe sections. The owner of the Steelways site received site plan approval from the City of Newburgh Planning Board for storage of the steel pipe sections in the vacant yard owned by Steelways located along the west side of South Water Street. Steelways, KSC and the NYCDEP have worked to transport and secure these pipe sections in the Steelways yard.

Purpose

This MOU memorializes the mutual understanding and agreement between KSC and CON regarding the details and logistics surrounding the transportation of the steel pipe sections.

Route

The agreed upon route from the approved, current storage area (SBL: 49-1-24) along the west side of South Water Street shall be as follows: Cross South Water Street in an easterly direction back onto the property at 401 South Water Street (SBL: 49-1-6) , then heading in a northerly direction through Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through the CSX Transportation Property (SBL: 49-1-5.22) and CON property (SBL: 49-1-5.1),continuing straight past the water treatment plant through the City owned property (SBL:40-3-3), then turning in a westerly direction onto Washington Street towards the intersection with South Water Street (NYS 980T), then turning right in a northerly direction onto South Water Street to head north on New York State Reference Route 980T, then turning right onto Old Balmville Road traveling in a northerly direction and leaving the City of Newburgh (see attached map).

Commitments

KSC agrees to undertake the following:

Initials: KSC______ CON ______

1) KSC or its subcontractor will photographically document the existing condition of the road and travel corridor through the City in sufficient detail satisfactory to the CON and submit such photographic documentation in electronic format to the City 10 days in advance of the first pipe transport through the City.

2) KSC or its subcontractor will conduct pre and post video inspections of the combined sewer main along Washington Street (MH1006-MH-1001) between South Water Street and the entrance to the Former Consolidated Iron Property (SBL: 40-3-3) within the anticipated pathway of the transport corridor to the satisfaction of the City. These video inspection documentations shall be transmitted to the City within 2 weeks following the execution of this MOU.

3) KSC agrees to repair, to the satisfaction of the City Engineer, any infrastructure deficiencies discovered during this CCTV work that present a threat to the safety of the pipe transport operation or provide engineered protection to prevent any further damage to the existing infrastructure asset. This engineered protection will be signed and sealed by a licensed Professional Engineer registered in the State of New York. In the event of a dispute regarding the assessment of an underground infrastructure asset, KSC shall provide a written certification, signed and sealed by a licensed Professional Engineer registered in the State of New York, that the infrastructure asset's disputed condition can support the pipe transport loads for the duration of the project without failure.

4) KSC or its subcontractor will obtain such permits or approvals as may be required by the New York State Department of Transportation ("NYSDOT") and CSX Transportation Inc. for the transport of pipe sections. Copies of all permits shall be transmitted to the City 10 days in advance of the first pipe transport through the City. Any permit renewals shall be transmitted to the City.

5) KSC or its subcontractor will transport all pipe sections at night and shall have transport trucks and equipment removed from all roads within the City prior to 7:00 AM. Transport of pipe (approximately 4 sections) will commence in November 2018 for purposes of proving clearances to utilities along the travel alignment, and the transport of the balance of pipe sections shall start May-August 2019 and end no later than October 2020 barring delays to the project. Shipments will be made Sunday to Thursday between the hours of 11:00 PM and 6:00 a.m. Shipments will be permitted Saturday, but transport shall not begin until 1:00 a.m. and all transport trucks and equipment shall be off the road by 7:00 a.m. KSC or its subcontractor will endeavor to minimize light and sound impacts to the surrounding neighborhoods to the maximum extent practical.

6) KSC or its subcontractor will transport a maximum of four (4) pipe sections per day. Return trips from the jobsite to 401 South Water Street, Newburgh, NY will use Route 9W South to reduce the disturbance to the City of Newburgh.

7) KSC or its subcontractor will coordinate with Central Hudson, Verizon and Spectrum to provide the necessary clearances for the transportation of the pipe sections.

8) KSC agrees to pay for the overtime of one City staff member from the Engineering Department, Water Department or Department of Public Works to be on-site at all times

during the night transport of the pipe sections through the City. Depending on the personnel utilized, this cost will range from a high of $57.43 per hour to a low of $39.47 per hour. See attached OT Salary table.

9) KSC agrees to pay for all necessary City of Newburgh Police Department costs if necessary to assist with traffic control related to the transport. KSC shall make all scheduling requests for traffic control to the City of Newburgh Police Department one week in advance.

10) KSC agrees to post a bond in the amount of $350,000 for the restoration costs of the proposed River Street and Washington Street roadway modifications necessary to transport the pipe sections.

11) KSC agrees to provide the CON with all required insurances with the CON named on the certificates. See the attached Certificate of Insurance naming the types of insurance and the limits to be provided.

12) KSC agrees to pay the CON a one-time fee in the amount of $75,000 to cover impacts to infrastructure related to the transport of the pipe sections.

13) KSC shall defend, indemnify and hold the CON harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of CON streets and property for the activities contemplated under this MOU, excepting gross negligence or misconduct by the City.

14) KSC and its consultants agrees to comply with all provisions, restrictions, restoration requirements related to CON owned property (SBL: 40-3-3) as stated in the Site Management Plan and environmental easement, or as may be required by the New York State Department of Environmental Conservation and/or the United States Environmental Protection Agency.

15) KSC and its consultants agrees to operate its equipment and contractors in such a way as to maintain full access to all CON owned properties at all times and shall accommodate all future events that may be planned on CON owned property (SBL: 40-3-3).

CON agrees to undertake the following:

1) CON will grant a temporary license agreement for the transportation of the pipe sections from Hudson Shipyard's (Steelways) property (SBL: 49-1-5.21) through CON properties(SBL: 49-1-5.1 & 40-3-3) to allow a left onto Washington Street allowing access to the above listed transportation route. (See attached map).

2) CON will grant permission for the milling of asphalt, with subsequent restoration by KSC, to allow for the required vertical clearances for the transport of the pipe sections through the area of Renwick St. and River Street adjacent to the Wastewater Treatment Plant. KSC will comply with CON MOU requirement to obtain design drawings from a New York State registered licensed professional engineer that will make submissions to the CON for review, comment and approval. Upon completion of pipe transport, the area will be restored within a reasonable amount of time following the transport of the last

Initials: KSC______ CON ______

pipe section by KSC in accordance with the approved plans, and no later than November 1, 2020 barring project delays or weather restrictions.

3) CON agrees to provide KSC with a copy of the approved Site Management Plan and environmental easement associated with CON owned property (SBL: 40-3-3).

Duration

This MOU may be modified by mutual written agreement executed by authorized officials from the City of Newburgh and Kiewit Shea Constructors, AJV. This MOU shall become effective upon signature by the authorized officials from the CON and KSC and will remain in effect until modified or terminated by mutual consent. In the absence of mutual agreement by the authorized officials from the CON and KSC, this MOU shall end on December 31, 2025.

Contact Information

City of Newburgh
Michael G. Ciaravino
City Manager
83 Broadway
Newburgh, New York 12550
Telephone: 845-569-7301
E-mail: mciaravino@cityofnewburgh-ny.gov

Kiewit Shea Constructors, AJV
Mark Petermann
Project Manager
5503 Route 9W
Newburgh, New York 12542
Telephone: 845-838-8534
E-mail: mark.petermann@kiewit.com

________________________ Date: ________________
Mark Petermann, Project Manager
Kiewit Shea Constructors, AJV

________________________ Date: ________________
Michael G. Ciaravino, City Manager
City of Newburgh

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2018

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
Midwest Agencies, Inc.
3555 Farnam Street
Omaha, NE 68131

CONTACT NAME: Traci Sutton
PHONE (A/C, No, Ext): 402-271-2956 FAX (A/C, No): 402-271-2997
E-MAIL ADDRESS: Traci.Sutton@Midwestagenciesinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B: North American Specialty Insurance Co	29874
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Kiewit-Shea Constructors,AJV
470 Chestnut Ridge Road, 2nd Floor
Woodcliff Lake NJ 07677

COVERAGES CERTIFICATE NUMBER: 43576494 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			MWZY 312911	3/1/2018	3/1/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MWTB 312910	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB ✓ OCCUR			EXS 2000809	3/1/2018	3/1/2019	EACH OCCURRENCE	$23,000,000
	✓ EXCESS LIAB CLAIMS-MADE						AGGREGATE	$23,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 312957	3/1/2018	3/1/2019	✓ PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$5,000,000
							E.L. DISEASE - POLICY LIMIT	$5,000,000

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

CERTIFICATE HOLDER

City of Newburgh
83 Broadway
Newburgh NY 12550

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

Philip G. Dehn

Philip G. Dehn

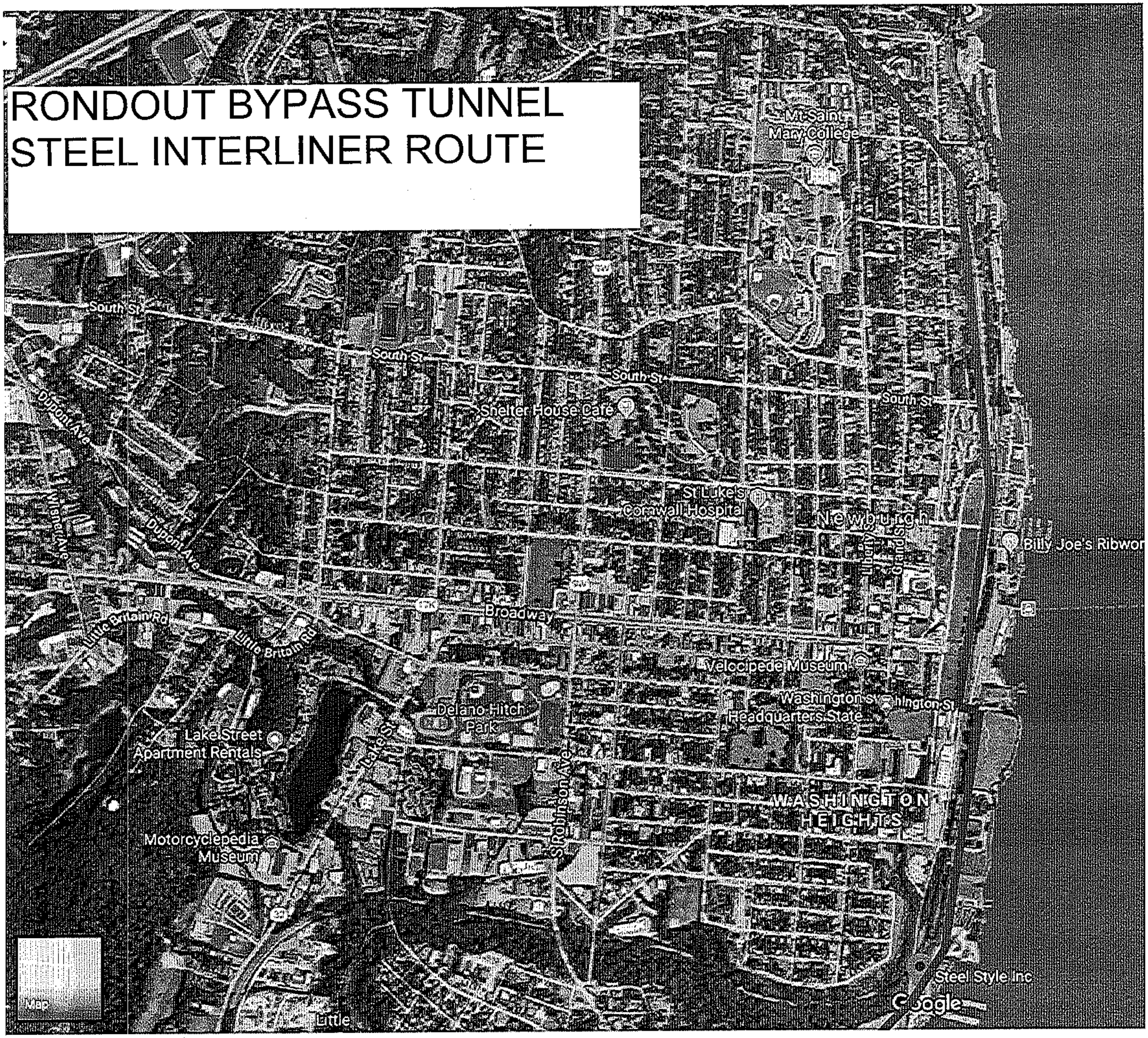
OT Salary Avg's Engineer/Water/DPW

Effective 2018

8/3/2018

Department	Personnel	Unit	Salary	Hourly Rate	FRINGE BENEFITS Retirement	Soc. Sec.	MTA	Total Benefits	Benefits Rate	Combined Hourly Rate (Salary and Fringe)
Engineer-OT	Asst. City Engineer	CSEA	$ 69,595	$ 49.9964	9,952	5,324	237	$15,513	$7.43	$ 57.43
Engineer-OT	Engineering Technician	CSEA	$ 48,102	$ 34.5560	6,879	3,680	164	$10,722	$5.14	$ 39.69
Engineer-OT	Junior Civil Engineer	CSEA	$ 47,840	$ 34.3678	6,841	3,660	163	$10,664	$5.11	$ 39.47
Water	Heavy Equipment Operator	CSEA	$ 57,481	$ 41.2938	8,220	4,397	195	$12,813	$6.14	$ 47.43
DPW	Labor Supervisor	CSEA	$ 64,698	$ 46.4784	9,252	4,949	220	$14,421	$6.91	$ 53.39

RONDOUT BYPASS TUNNEL
STEEL INTERLINER ROUTE



RESOLUTION NO.: 284 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AMENDMENT TO AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN INDOOR ENVIRONMENTAL ASSESSMENT TO INCLUDE ASBESTOS SAMPLING SERVICES FOR 22 GRAND STREET AND 492 BROADWAY AT A COST OF $1,910.00

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

WHEREAS, it is necessary to expand the indoor environmental assessment proposal to include evaluation, sampling and assessment for asbestos; and

WHEREAS, the cost for these additional services will be $1,910.00 and funding shall be derived from A.1620.0448 – Municipal Buildings; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an amendment to the agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment to include asbestos sampling for buildings located at 22 Grand Street and 492 Broadway at a cost of $1,910.00; and

QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: West End Firehouse & Police/Firehouse (Amendment to Existing Contract)
Request for Proposal – Limited Asbestos Bulk Sampling and Consulting Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. **(QuES&T)** is pleased to submit the attached amendment to the existing contract for Limited Asbestos Bulk Sampling and Consulting Services at the West End Firehouse and Police/Firehouse, located at 492 Broadway & 22 Grand Street, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251
NYS MWBD MBE Cert # 49952-2006 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**LIMITED ASBESTOS BULK SAMPLING
AND CONSULTING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WEST END FIREHOUSE & POLICE/FIREHOUSE
492 Broadway & 22 Grand Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

LIMITED ASBESTOS BULK SAMPLING & CONSULTING SERVICES

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Asbestos Bulk Sampling in compliance with the requirements of Title 12 NYCRR Part 56 and 29 CFR 1926.1101 throughout specific areas of the West End Firehouse and Police/Firehouse.
- Perform collection and analysis of suspect friable material using Polarized Light Microscopy (PLM) analytical protocols.
- Perform collection and analysis of suspect non-friable organically bound material using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory-QTEM analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/PLM-NOB/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Attend City of Newburgh Council Meeting to discuss findings.

**LIMITED ASBESTOS BULK SAMPLING
AND CONSULTING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
WEST END FIREHOUSE & POLICE/FIREHOUSE
492 Broadway & 22 Grand Street
Newburgh, NY 12550**

COST ESTIMATE

- **LIMITED ASBESTOS BULK SAMPLING AND CONSULTING SERVICES**

Project Management Labor	$	540.00
Inspector Labor	$	320.00
24 Hr TAT PLM Bulk Sample Analysis 23 @ $ 25.00/Layer	$	575.00
1-Week TAT QTEM/PLM-NOB Bulk Sample Analysis 10 @$ 41.00/Layer	$	410.00
Travel & Misc. Materials	$	65.00
	Amendment Total	***$ 1,910.00***

ACCEPTANCE OF PROPOSAL #P18-5968

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.
Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh - Authorized Representative:

By ______________________ ______________________ ____________
Signature *Print Name & Title* *Date*

RESOLUTION NO.: 285 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR ASBESTOS ABATEMENT DESIGN SERVICES
FOR 492 BROADWAY AT A COST OF $10,000.00

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

WHEREAS, the surveys and testing was expanded to include asbestos sampling and the results found the presence of asbestos containing material at 492 Broadway; and

WHEREAS, said asbestos containing material must be abated and removed in compliance with law, rule and regulation and QUES&T, as a qualified environmental remediation consultant, has submitted a proposal for the planning and design phase of the asbestos abatement at 492 Broadway; and

WHEREAS, the cost for these services will be $10,000.00 and funding shall be derived from A.1620.0448 – Municipal Buildings; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services for 492 Broadway, Newburgh, New York at a cost of $10,000.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

September 26, 2018

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: West End Firehouse
Request for Proposal – Variance Develop/Submission, Specification/Bidding and Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (**QuES&T**) is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance w/Contamination Assessment to the NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES

for

CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
At
WEST END FIREHOUSE
492 Broadway
Newburgh, NY 12550

QuES&T agrees to provide the following services:

1.) Development and Submission of NYSDOL Site-Specific Variance

- Meet onsite to identify areas impacted by incidental disturbance of identified ACM materials within the West End Firehouse.
- Perform contamination assessment to determine the extent of contamination.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

2.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

3.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Services Cont'd...

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
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At
WEST END FIREHOUSE
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➢ **1) SITE-SPECIFIC VARIANCE DEVELOPMENT & SUBMISSION**

❖ Contamination Assessment including Air Sampling	$ 2,500.00
❖ NYSDOL Variance Prep	$ 950.00
❖ NYSDOL Variance Filing Fee	$ 350.00
Lump Sum Total :	**$ 3,800.00**

➢ **2) ASBESTOS ABATEMENT SPECIFICATION (SHORT SPEC) & BIDDING PROCESS**

❖ Develop Abatement Work Scopes with Bid Documents	$ 1,950.00
o Including SmartDraw Drawing Development	
❖ Conduct Onsite Walkthrough w/Prospective Bidders	$ 350.00
Lump Sum Total :	**$ 2,300.00**

➢ **3) ASBESTOS ABATEMENT MONITORING & MGMT SERVICES (UNIT RATES)**

Pricing Note: ***Actual project costs may vary significantly based on factors such as area of contamination identified during assessment, abatement crew size, overtime work, division of work areas and duration of enclosures. Upon contractor award, a defined cost estimate will be issued for asbestos abatement monitoring and management of the project.***

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)
- Project Manager: $90/Hr ST/OT
- EPA/NYSDOL Combined Project Monitor/Air Sampling Technician:
  - $275/4-hr day Includes Calibrated Area A/S Equipment
  - $400/8-hr day Includes Calibrated Area A/S Equipment
  - $ 75/hr; OT

Item 2: Asbestos Laboratory Services
- A/S Sample Analysis (PCM):
  - $ 12/Sample Includes 48-hr turn-around of results
  - $ 15/Sample Includes 24-hr turn-around of results
  - $ 17/Sample Includes 6-hr turn-around of results
  - $ 20/Sample Includes Rush turn-around of results.

General Notes:
1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Sat, Sun & Holidays.
3. Reimbursable Travel Will Be Billed At $0.550/Mile + Tolls

ACCEPTANCE OF PROPOSAL #P18-5967

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.
Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By ______________________ ______________________ __________
Signature *Print Name & Title* *Date*

RESOLUTION NO.: 286 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 13, 2018 TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE 2019 BUDGET FOR THE CITY OF NEWBURGH

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2019 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 13th day of November, 2018, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: 287 - 2018

OF

OCTOBER 9, 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

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.: 288 -2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO STEP UP PROPERTIES, LLC TO THE PREMISES KNOWN AS 57-58 WILLIAMSBURG DRIVE (SECTION 1, BLOCK 2, LOT 29)

WHEREAS, on October 21, 2016, the City of Newburgh conveyed property located at 57-58 Williamsburg Drive, being more accurately described on the official Tax Map of the City of Newburgh as Section 1, Block 2, Lot 29, to Step Up Properties, LLC; and

WHEREAS, Ms. Natalya Fredericks, Manager of Step Up Properties, LLC, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 57-58 Williamsburg Drive, Section 1, Block 2, Lot 29 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated October 21, 2016, from THE CITY OF NEWBURGH to STEP UP PROPERTIES, LLC, recorded in the Orange County Clerk's Office on October 28, 2016, in Liber 14129 of Deeds at Page 787 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: ____________________________

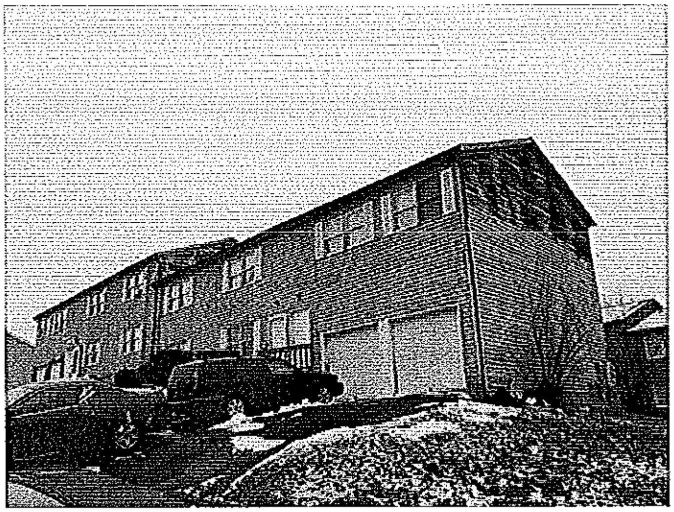
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _______ -2018

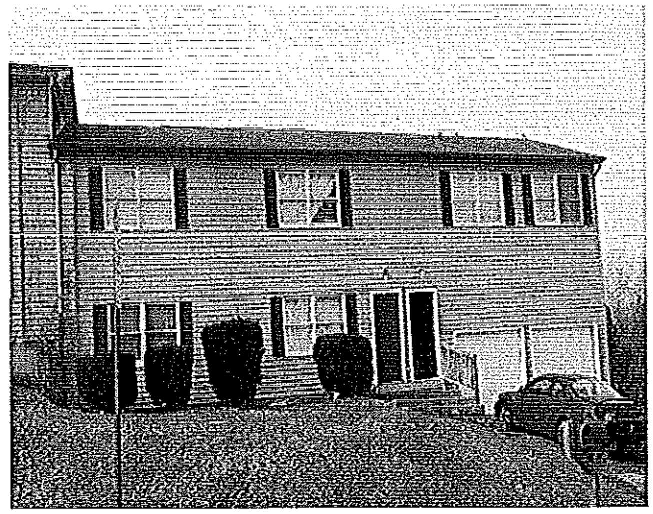
STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

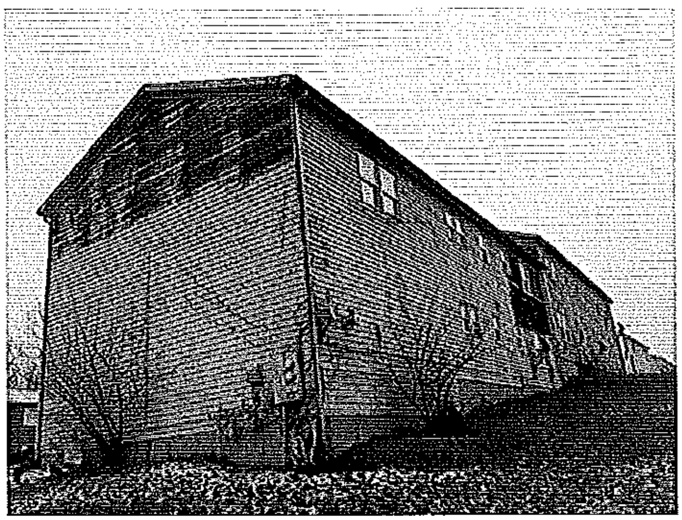
On the ____ day of ___________ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument 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.

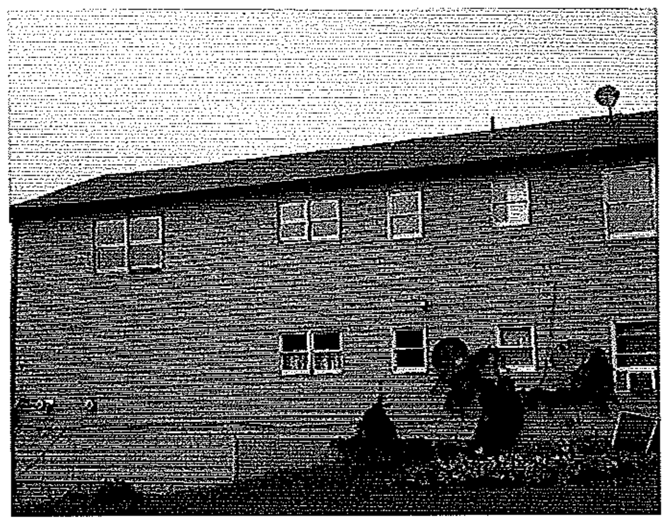
____

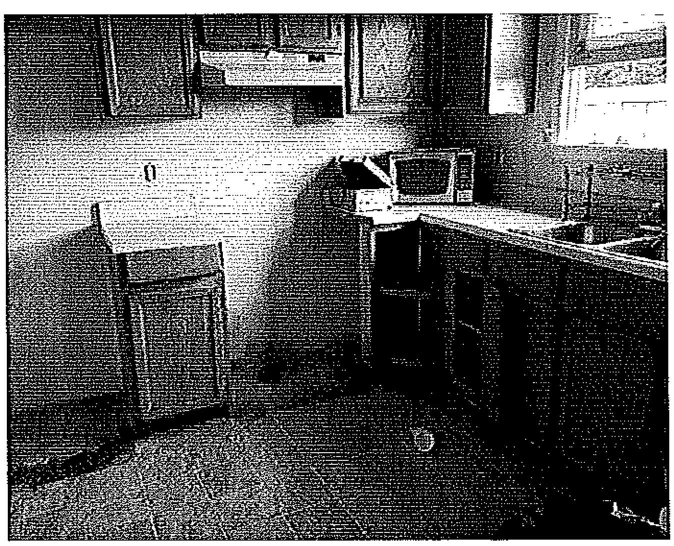
57-58 Williamsburg Drive Before & After



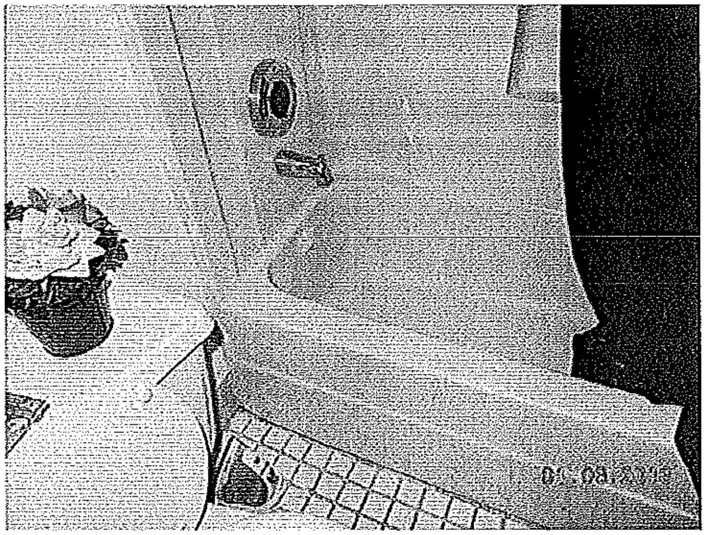


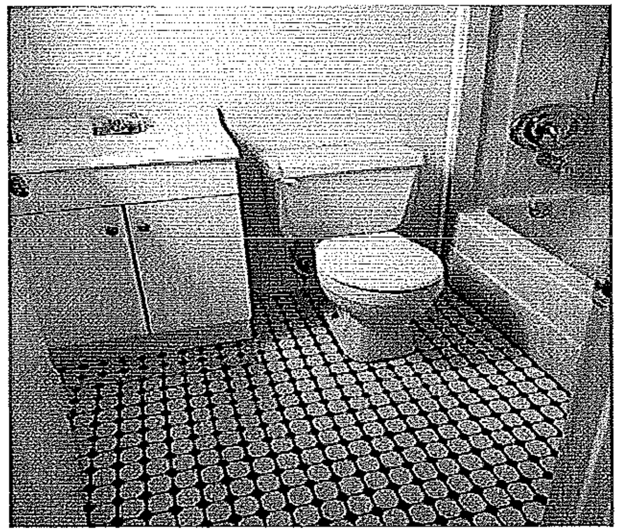


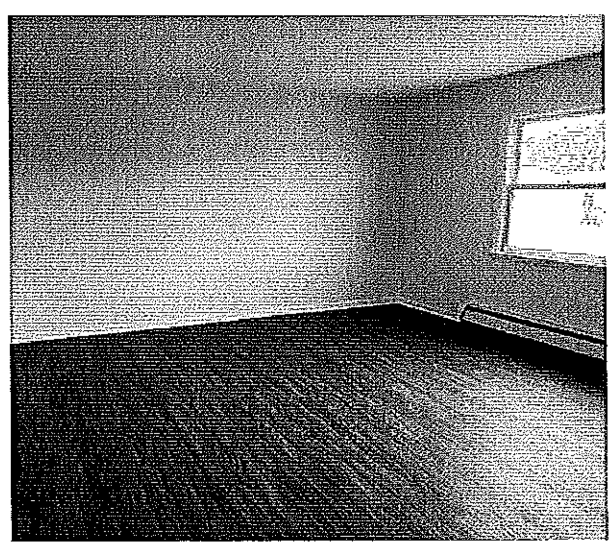




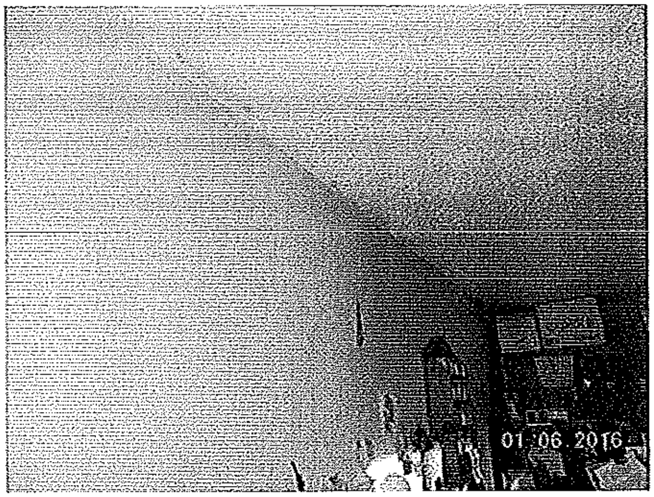
57-58 Williamsburg Drive Before & After

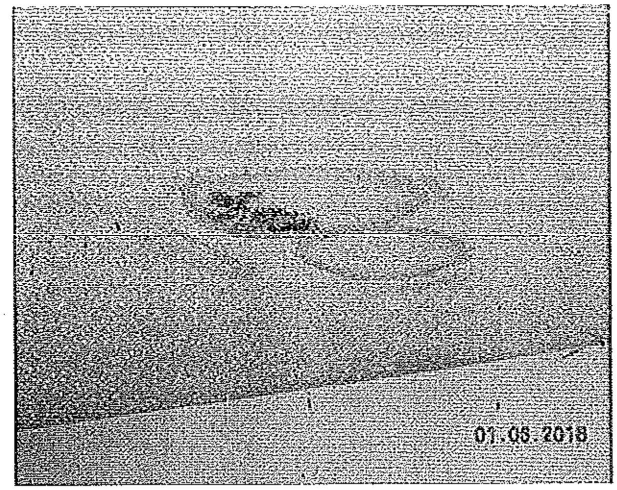




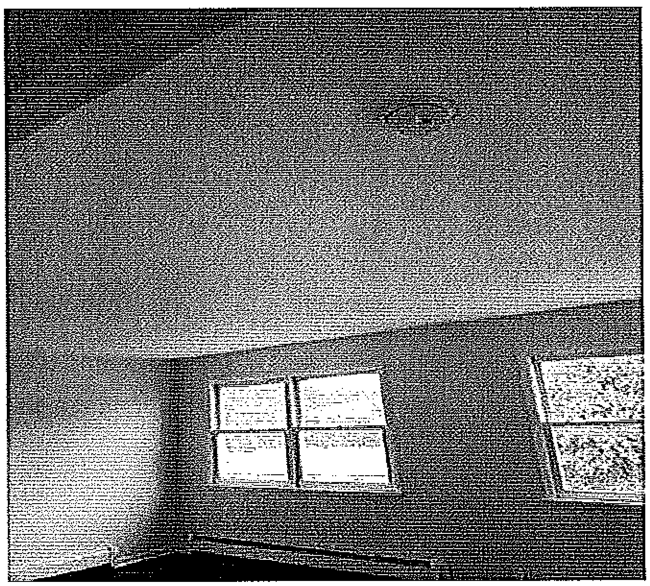


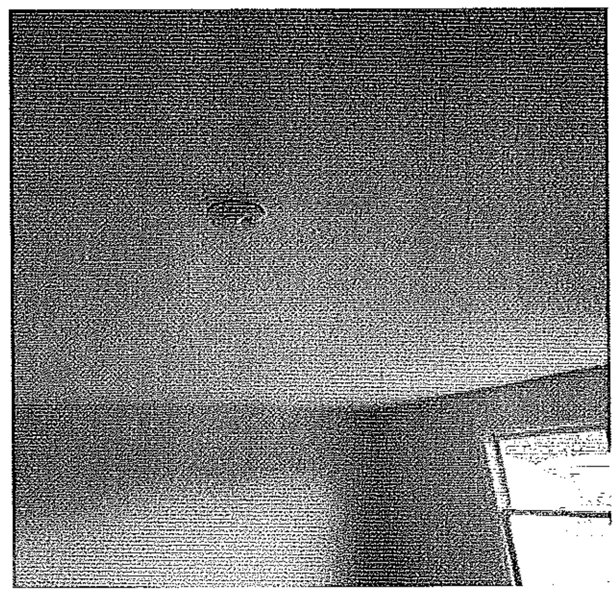
57-58 Williamsburg Drive Before & After

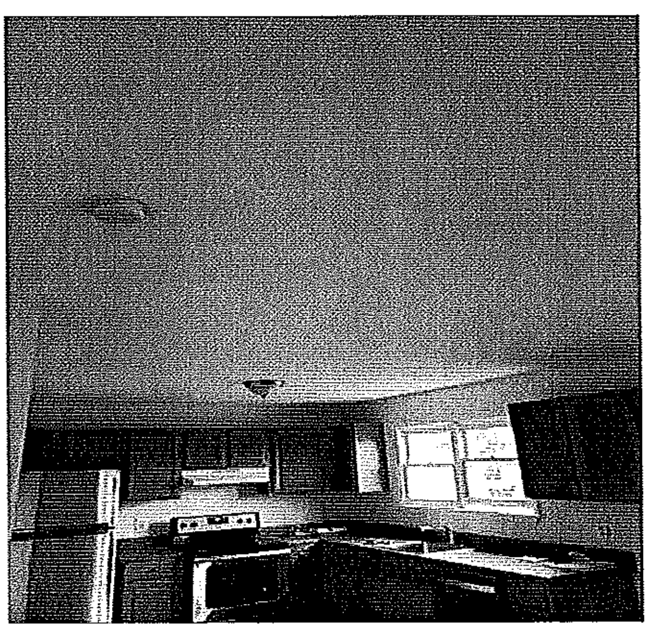


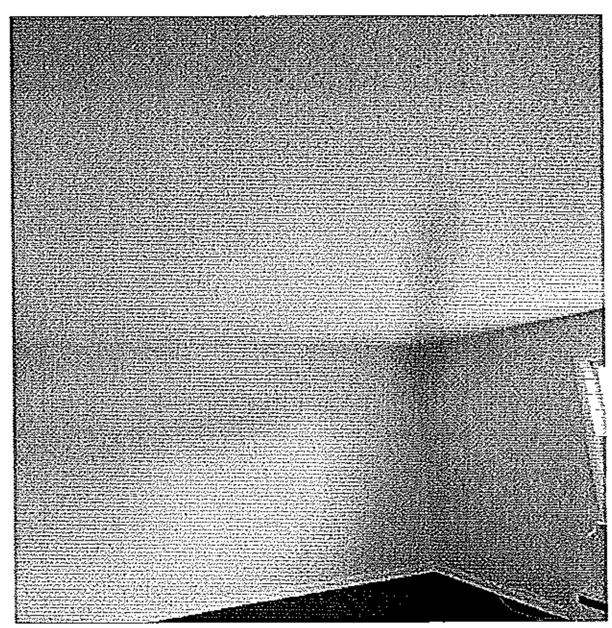


Ceilings before (above) and after (below)









RESOLUTION NO.: 289 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1) AT PRIVATE SALE TO NATASHA WATTERSON FOR THE AMOUNT OF $89,900.00

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
585 South Street	14 - 2 - 6.1	Natasha Watterson	$89,900.00

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

Terms and Conditions Sale
585 South Street, City of Newburgh (SBL: 14-2-6.1)

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

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

18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$3,146.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: 290 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 25 GIDNEY AVENUE (SECTION 11, BLOCK 3, LOT 2.2) AT PRIVATE SALE TO WILBER B. HIGHLEYMAN FOR THE AMOUNT OF $30,800.00

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 25 Gidney Avenue, being more accurately described as Section 11, Block 3, Lot 2.2 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
25 Gidney Avenue	11 - 3 - 2.2	Wilber B. Highleyman	$30,800.00

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

Terms and Conditions Sale
25 Gidney Avenue, City of Newburgh (SBL: 11-3-2.2)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

RESOLUTION NO.: 291 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 45 CONCORD STREET (SECTION 29, BLOCK 1, LOT 12), 49 CONCORD STREET (SECTION 29, BLOCK 1, LOT 10) AND 82 CARSON AVENUE (SECTION 45, BLOCK 12, LOT 17) AT PRIVATE SALE TO EULOGIO AND FELDERI SANTIAGO FOR THE TOTAL AMOUNT OF $19,000.00

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 45 Concord Street, 49 Concord Street, and 82 Carson Avenue, being more accurately described as Section 29, Block 1, Lot 12, Section 29, Block 1, Lot 10 and Section 45, Block 12, Lot 17, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before January 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchase Price
45 Concord Street	29 - 1 - 12	$15,000.00
49 Concord Street	29 - 1 - 10	$3,000.00
82 Carson Avenue	45 - 12 - 17	$1,000.00

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

Terms and Conditions Sale
45 Concord Street, City of Newburgh (SBL: 29-1-12)
49 Concord Street, City of Newburgh (SBL: 29-1-10)
82 Carson Avenue, City of Newburgh (SBL: 45-12-17)

STANDARD TERMS:

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

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.

13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property known as **82 Carson Avenue** lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provisions of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

RESOLUTION NO.: 292 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE SATISFACTIONS OF JUDGMENTS IN CONNECTION WITH THE SALE OF THE PREMISES LOCATED AT 260 FIRST STREET (SECTION 22, BLOCK 5, LOT 33) TO DAVID FORBES

WHEREAS, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 260 First Street (Section 22, Block 5, Lot 33) to David Forbes; and

WHEREAS, in connection with that sale, a title report revealed two (2) outstanding Judgments against J & E Evans Corp., a prior owner of 260 First Street, both rendered by the City Court of the City of Newburgh, Index Nos. HC-2013-73 and HC-2013-74, both dated July 24, 2013, in favor of the City of Newburgh each in the amount of $500.00, which Judgments were docketed on July 26, 2013 and the Transcripts of Judgment were filed in the Office of the Orange County Clerk on September 24, 2013 in Liber 8137, Pages 1702-1703; and

WHEREAS, Mr. Forbes, by his attorney, has requested a Satisfaction of the aforementioned Judgments in order to clear title; 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 attached Satisfactions of Judgment.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

---X

THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT
Docket No.: HC-2013-73

-against-

J & E Evans Corp.

Defendant.

---X

WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars ($500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1702; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: ____________________, 2018
Newburgh, New York

City of Newburgh

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

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

---X

THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT
Docket No.: HC-2013-74

-against-

J & E Evans Corp.

Defendant.

---X

WHEREAS, a Judgment was rendered on the July 24, 2013, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, J & E Evans Corp., in the above-entitled action for the sum of FIVE HUNDRED and 00/100 dollars ($500.00), which Judgment was docketed on July 26, 2013, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on September 24, 2013 in Liber 8137, Page 1703; and

NOW, Satisfaction of said Judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: ____________________, 2018
Newburgh, New York

City of Newburgh

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

RESOLUTION NO.: 293 -2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT

WHEREAS, the City of Newburgh held a Back to School Event; and

WHEREAS, various businesses, firms and individuals have made contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Back to School Party in the Park Event.

TABLED

RESOLUTION NO.: 294 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AMENDING RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2018

WHEREAS, by Resolution No. 25-2018 of January 22, 2018, the City Council of the City of Newburgh adopted for use Rules of Order and Procedure for City Council meetings; and

WHEREAS, this Council finds that amending such Rules and Order of Procedure is in the best interests of the City of Newburgh;

NOW, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby amends the 2018 the Rules of Conduct and Procedure as set forth in the copy attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take at the next Council meeting subsequent to its adoption.

City of Newburgh City Council
Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances. Further comments from the Council shall be limited to 3 minutes for each Council Member.

B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.

B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.

C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. <u>No resolution, ordinance or local law may be introduced at a meeting if it will result in exceeding the maximum number of work session items set forth in Rule X.</u> Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

B. Speakers must adhere to the following guidelines:

    1. Speakers shall sign-in with Clerk in writing prior to the beginning of the public comment period by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the public comment period shall be permitted to register upon arrival as long as the Chairperson has not closed the public comment period.

~~1.~~2. The Presiding Officer shall recognize each speaker in the order listed on the sign-in sheet when the public comment period begins. ~~Speakers must be recognized by the presiding officer.~~
~~2.~~3. Speakers must step to the front of the room.
~~3.~~4. Speakers must give their name, street name without number and organization, if any.
~~4.~~5. Speakers must limit their remarks to 3 minutes. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
~~5.~~6. Speakers may not yield any remaining time they may have to another speaker.
~~6.~~7. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
~~7.~~8. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.
~~8.~~9. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
~~9.~~10. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

~~C.~~D. Before the public comment period begins, the Council may limit the duration of the public comment period.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

(a) ~~(a)~~ Speakers shall sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.

(b) The Presiding Officer shall recognize each speaker, in the order listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.

(c~~b~~) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.

(d~~c~~) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(e~~d~~) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(f~~e~~) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(g~~f~~) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The number of work session items and presentations shall be limited to 20. Presentations shall be limited to 2 per work session and 15 minutes in length. Priority shall be given to those items which require the action of the City Council before the next regularly scheduled work session. Items considered in Executive Session shall be excluded from the maximum number of work session items.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001
Amended: February 25, 2002 (Rule XII added)
January 10, 2014 (Rule IV)
February 22, 2016
April 24, 2017 (Rule VII(B) amended)
January 22, 2018 (Rule II, Rule VII(B), Rule IX amended)
September 10, 2018 (Rule III(D), Rule VII, Rule IX and Rule X amended)

LOCAL LAW NO.: 3 - 2018

OF

OCTOBER 9, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 entitled entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 – AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.

B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions
Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh <u>after the effective date of this local law</u> ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed <u>after the effective date of this local law</u> ~~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 <u>after the effective date of this local law</u> ~~on or after January 13, 2015~~ shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

~~Strikethrough~~ denote deletions
<u>Underlining</u> denotes additions

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

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;

2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and

3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law ~~January 12, 2015~~ and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.

2. Nothing herein shall change the residency requirement for any elected City official.

3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on October 15, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 295 - 2018

OF

OCTOBER 9, 2018

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND CHARLES P. DUFFY, CPA FOR PROFESSIONAL CONSULTING SERVICES IN THE AREA OF GOVERNMENTAL ADMINISTRATIVE AND FINANCIAL MANAGEMENT

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Charles P. Duffy, CPA; and

WHEREAS, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services; and

WHEREAS, the rate for these services is $90.00 per hour with a minimum of 35 hours per week; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Charles P. Duffy, CPA, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of $90.00 per hour for consulting services in the area of governmental administrative and financial management.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this ______ day of October, 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 **CHARLES P. DUFFY, CPA**, a natural person with an address of 22 Boutonville Road, South Salem, NY 10590, 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.

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. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning October , 2018, and ending on December 31, 2018 or upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

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 B, 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 B, 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 fourteen (14) 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.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

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.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. 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. ASSIGINMENT AND SUBCONTRACTING

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.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

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, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. 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 this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. 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

D. 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.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

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

The CITY may, by written notice to VENDOR effective thirty (30) days after mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City 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.

In the event either party terminates this Agreement, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated,

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

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. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. 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 Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. 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 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. 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 24. 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 the party to be bound. 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.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: ______________________	BY: ______________________
Michael G. Ciaravino City Manager Per Resolution No.	Charles P. Duffy, CPA
DATE: ______________________	DATE: ______________________

APPROVED AS TO FORM:

____

MICHELLE KELSON
Corporation Counsel

____

SCHEDULE A

SCOPE OF SERVICES

I shall be available a minimum of 35 hours per week and will provide the City professional consulting services focused on the following areas:

- Provide assistance to the City Council and the Finance Department staff in preparation of the City's Fiscal Year 2019 budget
- Provide assistance to Finance Department staff in preparation of the financial records required for the independent audit of the City's December 31, 2018 Annual Financial Statements.
- Provide assistance on identifying revenue enhancements and cost reductions that can be implemented during 2019
- Provide assistance in developing a capital plan and budget and establishing capital reserve funds
- Provide oversight, training and instruction to the Finance Department staff in recording financial transactions, establishing appropriate internal controls, and preparing timely budget and financial statements.
- Such other financial services mutually agreed to with the City Manager.

SCHEDULE B

FEES

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of $90.00 per hour payable within fourteen (14) days after invoices for such services rendered are received by the City.