

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 14, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence/ Momento de Silencio

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Mayor Harvey said that on behalf of the City of Newburgh and City Government we are grieving and troubled by the current National events regarding the Government shutdown. We know there are some very challenging matters at hand with families who are working for the Federal Government and a dispute over a wall that is being proposed by our current President to be built for five billion dollars between the Congress and the Whitehouse. Whether you are on one side or the other with this matter we feel for those families who are on furlough and not getting paid. As the Mayor of the City of Newburgh he is drafting a letter to the President and our representatives in Congress in support of the families here in the City of Newburgh and around the Nation who are directly affected by this shutdown. He said that our Government is working diligently to do what we can within our power to resolve that issue.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles - 6

COMMUNICATIONS

Approval of the minutes of the City Council Meeting on December 10, 2018

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

City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Interim City Manager, Joseph Donat noted that he assumed this role exactly thirty days ago today. He is pleased to report that over the past month he has seen first-hand some incredibly dedicated and driven work from the men and women that work for the City of Newburgh. He has met with and spent time with each department and is impressed with the dedication that he has seen. Whether it has been responding to a water main break late on a Friday evening or riding on a midnight tour with our Police Department he is incredibly impressed by the teamwork and collaboration that he has seen. There will be some issues down the road that we will need to address but we will do so as a team and together. He plans to continue with the positive trajectory that we are on and also tackle some larger items together. No one knows what tomorrow might bring but he is confident that the way we are going to get through whatever obstacle comes our way will be through collaboration, teamwork and open communication. He said he is honored to be here this evening and he personally believes that 2019 will be the year of Newburgh.

PRESENTATIONS

Presentation of a Certificate of Recognition to the World Mission Society Church of God for their Vounteer Efforts During Clean Up Day in December, 2018

Mayor Harvey said that we experienced something profound and very powerful with the efforts of the World Mission Society Church of God coming to the City of Newburgh and bringing over two hundred and fifty individuals to clean three streets which was an amazing endeavor. This was something he has never seen in the City of Newburgh before and it happened on a very cold and rainy day. He hopes that effort continues with the collaboration of others involved and that it will snowball.

The Mayor and City Council presented a Certificate of Recognition to the World Mission Society Church of God for their volunteer efforts during Clean Up Day in December, 2018.

The World Mission Society Church of God presented a video showing the work they do around the World.

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

Roberto Rivera, 787 South Street said that he has an issue with cars parking in front of the house and he is concerned about the safety of his children. He has reached out a few times about this issue and provided photos to the Council. This causes a blind spot so you can't see when pulling out onto the street.

Jeff Woody, 131 Broadway said he is happy that the Mayor and Council are working together to move the City forward and we look forward to seeing some wonderful things. For many years the road in front of 131 Broadway has had an issue with water making the

road weak and although some repair work was done it still seems to be sinking. At the rear of the building they are seeing something similar and last year there was a water main break where the road buckled and now the asphalt is very thin and the sewer grates are breaking away. He knows that this is an old City and that we are doing all that we can to fix this situation. He wished everyone a Happy New Year and continue to work together to make our City a better place.

Carol Lawrence, City of Newburgh said that she is at the Foundry and they have some problems there. She asked the Council to tell Mr. Garrison that they have some enormous potholes on Edward Street and some smaller ones that are growing on Johnes Street. She helps out by picking up a lot of trash and asked if they could get some big recycling bins in some of the public spots. She thanked everyone for the hard work that they are doing.

Ignacio Acevedo, 123 Washington Street thanked the Council for all of their great work. He would like to begin the conversation around the program for Municipal ID's. This has already been passed in Kingston, Poughkeepsie, Beacon and Middletown and it is important to have. Right now with what's going on in the Federal Government, people are scared and afraid to come out of their homes. He knows that Newburgh has done a lot already by passing legislation making it a Sanctuary City and supporting a driver's license but this is the next step. He is here to see how we can get this conversation started and how he can support it. He wants his city to be the welcome city that it is.

Aura, City of Newburgh said she is an organizer for a program called Raiz with Planned Parenthood of the Hudson Valley which focuses on engaging and empowering the Latin community. She is also interested in starting the conversation on the Municipal ID's and supports that because it will benefit the City of Newburgh and the residents who live here.

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

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

Councilman Grice wished everyone a Happy New Year and he welcomed Mr. Donat. He has already had many conversations with him and has seen some of the teamwork and collaboration between departments which he appreciates. He noted that the Martin Luther King service will be happening on January 15th at the House of Refuge at 6:00 and all are welcome. He thanked the Church of God for all of their work and wants to invite them back as well as other Churches and other community organizations to come out and do this same work. He reminded everyone that on Earth Day Safe Harbors does an annual cleanup which they have been doing for the past seven years and they supply you with everything that you need. In regard to Resolution #1-2019, he is happy about the cleanup efforts that are going on with our West End Firehouse and to our firefighter's eventually moving back in there. In regard to Municipal ID's, he spoke with Ms. Kelson about this earlier and she will comment on it during old business.

Councilwoman Mejia said it is great to have everyone here and she thanked everyone for the efforts that they are doing to move our City forward collectively. To Mr. Rivera's

comment, she suggested what they did on Liberty Street with no parking for a certain footage so you can see safely when pulling out. To Mr. Woody with the water situation and the road condition she said that this is not new and we have to continue to work on this. Broadway and the sewer that's there is one of the things that is on our list of infrastructure upgrades that we need to. She welcomed Ms. Lawrence and thanked her for what she is doing and said that they will add the streets that she mentioned to the lists. DPW has a list of streets that need filling and she reminded everyone about the FYI Newburgh App that you can download to report what is happening. It makes it easy to report things that are happening such as dumping, potholes and buildings that should be properly secured. In regard to the Municipal ID's, she noted that we are not just starting this conversation. It is a continuation but it's been a staffing and resource issue because we had a lot of changes happen this past November and December that put it on the back burner. They are looking forward to moving this ahead.

Councilwoman Monteverde thanked everyone for coming and with them a Happy New Year. In regard to the Municipal ID's she said that we have the legislation from Kingston and Poughkeepsie and she believes that we have already had discussion on it so it is just a matter of passing legislation or the resolution.

Michelle Kelson, Corporation Counsel said that she appreciates Councilwoman Mejia's statement about staffing and resource issues in the fall when priorities were definitely rearranged while we kept the City moving along. For the Municipal ID's she already has all of our sister cities legislation including New York City's and it is a legislative priority for her. She will begin working on it in the next couple of weeks and hopes to have something for the Council at an upcoming Work Session.

Councilwoman Monteverde continued that as City Manager, Joe Donat, stated she too believes that 2019 is going to be a great year for us and she feels that we are in a good place right now. Ms. Lawrence was talking about the Foundry which is in her Ward so if there are any issues or problems so please call her. She is also excited that they will be starting remediation on the Firehouse and they will be addressing the safety buildings so things are looking good for 2019.

Councilwoman Rayford thanked the World Mission Society Church of God for all of their efforts in cleaning up our City and she believes they cleaned up close to ten tons. She saw in their presentation how they help the lives of human beings wherever they are in the World and here in Newburgh we have a crises of homelessness so we are hoping to get some feedback from them on how to help the people that are coming here. It is amazing how God works. As you look at the agenda, Prayer was taken out and the City fought hard to have prayer before the Council meetings but now it is just a Moment of Silence. When they took prayer out of school we didn't know there would be mass shootings in the schools and we don't want then in our City Government or any public place. We need to address that and if we need to have a public hearing then we need to have that because we need to have Prayer here in our City. She thanked everyone for coming. To the young man who spoke on South Street she said she home-taught a student who lives there and she hopes they can do something to slow the traffic down because people are driving at least forty miles per hour in that area. It is unsafe to get out of your car and cross the street there so hopefully we can do something because it is a safety issue. She thanked Mr. Donat for coming to be a part of our team and to bring this City to where it needs to be during his time here. She also thanked all of the city workers for their endurance and for staying with

us.

Councilwoman Sofokles thanked the Church because what they did was wonderful and if we had more of our local Churches doing the same thing then what a great place this would be. She welcomed Mr. Donat and told him that she is very happy to have him here. To the resident on South Street she told him that we will work on that and help him. She has driven by that area many times and knows it is a difficult situation so perhaps Councilwoman Mejia's suggestion is the answer to that problem. She thanked everyone for coming and wished them a Happy New Year.

Mayor Harvey thanked all of the Council members for the work they do because many don't see what goes on behind the scenes. We receive phone calls all the time when things happen in our City and we are here to serve and answer those calls. He also thanked the staff for all of the hard work they do as we went through a very challenging time in November with three resignations during Budget season. Many people thought that we were going to be unstable but it took many hands, many minds and hard work to continue to stabilize this City. With Mr. Donat's efforts, presence and involvement he hit the ground running and has done some amazing work in the short time that he has been here. He has had several phone conversations with Mr. Rivera about this parking issue so he will make sure we do what we have to do to put restrictions on that street as soon as we can. The infrastructure work is ongoing and we have a Capital Improvement Plan that is happening so please continue to be patient. In regard to the Municipal ID's, he believes they have unanimous support on that and we are just waiting for the legislation. He is in support of it so they will make it happen. There are a lot of things going on including the potholes but we have a very aggressive pavement plan with some money still in the bank for that.

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

CITY MANAGER'S REPORT

Resolution No. 1 - 2019 - Award of bid to ACA Environmental Services for Asbestos Remediation at West End Firehouse

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

Resolution No. 2 - 2019 Change Order No. 4 with METRA Industries

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

Resolution No. 3 - 2019 - Amend the 2018 Budget to adjust for insurance recoveries

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

Resolution No. 4 - 2019 Amendment to 2019 Budget - Sanitation Fund

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

Resolution No. 5 - 2019 Proposal for Engineering Services

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

Resolution No. 6 - 2019 Purchase of 585 South Street

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

Resolution No. 7 - 2019 Purchase of 357 Liberty Street

Councilwoman Rayford wanted to give a shout to Alexandra Church and her staff because they are doing a tremendous job of selling property at a reasonable price. The more money that Newburgh brings in the more things get done.

Mayor Harvey also commended Alexandra Church, David Kohl and staff for their hard work. They are doing a diligent job at conveying properties and with this particular one he was impressed by the family and their desire to be a part of the community in the City of Newburgh.

Councilwoman Monteverde said she agrees. We are moving these properties forward so she wanted to thank the staff and River Realty who is selling these properties.

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

Resolution No. 8 - 2019 Release of Restrictive Covenants - 108 Broadway

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

Resolution No. 9 - 2019 Extension of Time to Rehabilitate 31 Liberty Street

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

Resolution No. 10 - 2019 Extension of Time to Rehabilitate 216 Broadway

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

Resolution No. 11 - 2019 Extension to rehabilitate - 80 Clinton

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

Resolution No. 12 - 2019 Reappointment for Board of Assessment Review

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

Resoltuion No. 13 - 2019

Michelle Kelson, Corporation Counsel explained that we are in litigation and these services will help us support our tax assessment litigation.

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

Resolution No. 14 - 2019

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

Resolution No. 15 - 2019 Plumbing Inspector vacancy

Councilman Grice said he is happy to have someone on the interim helping with our

plumbing inspections while we look to fill that vacancy. He believes that as our City is growing this will help lighten the load on our Codes Department.

Mayor Harvey reiterated Councilman Grice's sentiment. He receives many phone calls regarding this particular vacancy as our Plumbing Inspector moved over to the Water Department. This is a very important position because we can't revitalize and move our city forward if we don't have a Plumbing Inspector to approve work that is happening to improve our City. Assistant Chief Horton, Wayne Vradenburgh, Jason Morris and George Garrison have all worked diligently to step up whenever it was needed and Assistant Chief Horton has been doing these inspections because people are trying to make improvements and upgrades to fix their homes and investment properties. You can drive around the City and see these upgrades happening on a day to day basis so this position is super important. Everyone involved came together collectively to continue to move the City forward and have that continuity with our revitalization efforts and that does not go unrecognized. We see all of the hard work and we want to say thank you.

Councilwoman Monteverde is also happy to see this moving forward. We want to insure that whatever development or rehab that is going on in the City continues to move forward. We definitely do not want to do anything to put the brakes on that so this is good news.

Councilwoman Sofokles agrees because Chief Horton was wearing five hats. He can only do so much and it is incomprehensible how many houses are being renovated so someone has to be the Plumbing Inspector. This is a really good thing and she is happy that it is moving forward.

Councilwoman Rayford met Mr. Wood and he seems to be eager to take on this task. She thanked the Robinson family for allowing their dad, grandfather and their brother; Julius Robinson, Sr. and Jr. to have this position in the past. She is excited about this and said we welcome him with open arms.

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6

Adopted

NEW BUSINESS

Councilman Grice said that we already spoke about the Municipal ID's and he would like an update on our Power Against Tobacco legislation.

Michelle Kelson said this was a presentation that was given last year proposing that the City Council adopt some regulations regarding smoking in outdoor public areas. She has been working on a local law which is in its final stages and it is being circulated amongst some Department Heads for additional comments so she hopes to have something for the first Work Session in February.

Mayor Harvey thanked Chief Solomon for all of his efforts and leadership in the Police Department. He had an opportunity to participate in a ceremony where the County

awarded five thousand dollars to the Youth Cadet Program. In 2018 we almost went an entire year without any homicides so we have a decrease in violent crimes which he wants to commend. When you are dealing with an urban city, the crime can be the nucleus of your greatest challenges because when crime is down people want to move in to our city and invest. Hopefully for the next meeting we can get an update on the Comprehensive Video Surveillance Program with how many of our new digital cameras are working as well as do we need to add more cameras or find more funding to enhance that. He would also like an update on the ShotSpotter and where we stand with that funding as well as anything we can do to help the police department with that downward trajectory in our crime.

Councilwoman Rayford asked where we are with revamping the parking department because we are currently outsourcing our parking tickets but we could be doing it ourselves. There was discussion around the Budget Hearings about revamping that department so we can handle our own matters.

Interim City Manager, Joseph Donat said he is aware of that and in the past thirty days he has had a few meetings about it and can provide an update at the next Work Session. Councilwoman Rayford continued that she understands crime is down and people are moving here but people are not going to move here if our taxes are high so she hopes that this year our taxes will be stabilized or possibly lowered. She asked if our Auditors O'Connor and Davies could find ways to raise money for the City. She would like to see our Fire Department and our Police Department raise money to help stabilize some of our expenditures.

Councilwoman Mejia said that we still have a vacancy in the Ward 3 seat of our City Government. The Council will be having discussions on how to move forward in the next few weeks and a decision will be made.

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

OLD BUSINESS

There was no old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice reminded Mr. Rivera and others that we have a Transportation, Traffic and Parking Advisory Committee and they meet once a month on Wednesdays at the Heritage Center so whenever there are any parking or transportation issues they are the Committee to go to. He also thanked Chief Solomon for his review on our crime rate which is down but he would like to get something that can be shared with the public that compares our city with other cities. He noted that our time limit here is not by accident as we are working hard behind the scenes doing the grunt work to be prepared for these meetings. As Mr. Donat has learned and Ms. Kelson can attest to, everyone on the Council has an aggressive agenda so we are constantly asking for things and they have stepped up to the plate which is appreciated. We will continue to move Newburgh forward.

Councilwoman Mejia thanked everyone for coming and said to please come again next Thursday for the Work Session.

Councilwoman Monteverde noted that they will be starting to meet and plan for the Annual Unity Cleanup that Safe Harbors does with the City of Newburgh and other organizations. If you want to be part of that, we typically have about two hundred volunteers and last year we had two hundred and fifty to three hundred. Each year we have less tonnage that we are picking up which is a good thing and tells her that the City of Newburgh is becoming cleaner in some areas. She would like to talk about what areas we should focus on this year because we typically focus on Wards 1, 2 and part of 3 but if there are other Wards we should get to, then we should definitely be talking about that. We have about seven dumpsters for the day that Taylor donates so we should take advantage of that and see if we can eventually not have to have a cleanup day. When we started seven years ago, the tonnage collected was incredible and every year it's coming down so hopefully at some point we don't have to do it anymore.

Councilwoman Rayford noted that she received a flyer for Giving Day which is a giveaway held every third Friday and they need volunteers. She asked the Church of God if they could help with that because many of the volunteers are elderly and they don't have the strength. She said to keep praying and no one is perfect. Just pray for one another and God bless.

Councilwoman Sofokles thanked Ms. Lawrence for what she is doing and they did put in a grant for recycling. That's a big thing for her because that is why our sanitation bills are so high and people are not recycling. When it was mandatory we were issuing tickets and fines and it was cheaper for our garbage to go to the dump. We are trying to get a new recycling truck to help the Sanitation Department as much as we can because they work very hard. She thanked the Police Chief for his report and said it's always nice to see that crime is down. A lot of it has to do with cameras and ShotSpotter so we need to keep all of those things. In regard to the Prayer, she was in favor of the Moment of Silence. She was raised very religiously but many people asked her why they couldn't pray in their own way so that's what the Moment of Silence is for. When you have a Moment of Silence you can pray to anybody you want, any way you want or you just might want to think about something that happened that day. It is a choice because you get to pray the way that you

want to pray or if you don't want to pray you can just think. She thanked everyone for coming.

Mayor Harvey thanked everyone for coming out and told the World Mission Society Church of God that he can't express how grateful we all are for what they do around the World for humanity. There were a couple of Council members who were offended by the Prayer and the Bible does say not to offend your brother or sister. If any one person is offended by our prayer then we have to respect the beliefs of others. There were also comments made publicly about the prayer by some of our community members and he received phone calls about it as well. He is a Christian and a praying man but we don't want to offend anyone with our public prayer so the alternative was to have a moment of silence. He said they can discuss and revisit this further because he and the Council are open minded. He believes in the Council because they are unified and he believes in this City Government so he thanked everyone for their hard work and efforts through some very difficult times to have continuity in our city and to stabilize our city during a difficult time with three vacancies in our executive staff. It was scary but we got through it.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:25 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 1 - 2019

OF

JANUARY 14, 2019

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

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

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

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

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

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

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



ACA ENVIRONMENTAL SERVICES, INC.

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

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

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

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

Site

Visit: December 7, 2018

Jason C. Morris
Fred Lattrell

- City of Newburgh
- ACA Environmental Services, Inc.

Information

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

SCOPE OF WORK

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

First Floor

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

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

Our price for the removal stated above is:

\$23,985.00

Alternate No. 1

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

Our price for Alternate No. 1:

\$ 6,800.00

- Continued on Next Page -

QUALIFICATIONS

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

OWNER RESPONSIBILITIES

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

EXCLUSIONS

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

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

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

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

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

Very truly yours,



Fred Lattrell
Vice President

FL/mm

\\proposals\77137

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

Issued for Bid
Asbestos Abatement - RFQ

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

DATE: December 14, 2018

FROM: **CONTRACTOR** ACA Environmental Services, Inc.

 ADDRESS 791 Nepperhan Avenue
 Yonkers, New York 10703

 PHONE / FAX (914) 965-5829

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

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

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

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

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

Issued for Bid
Asbestos Abatement - RFQ

LUMP SUM BID SHEET

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

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

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

Base Bid Price - Lump Sum Bid

Scope: Abatement Contractor to perform

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

Est. Duration 5 # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 23,985.00

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

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

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

Issued for Bid
Asbestos Abatement - RFQ

LUMP SUM BID SHEET

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

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

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

Add Alternate Price - Lump Sum Bid

Scope: Abatement Contractor to perform

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

Est. Duration (3) # of Weekday Shifts

LUMP SUM BID AMOUNT: \$ 6,800.00

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

IN WORDS

VENDOR NAME ACA Environmental Services, Inc.

SIGNATURE OF PRINCIPAL  DATE 12/14/2018

PRINT/TYPE NAME & TITLE Fred Lattrell, Vice President

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

Issued for Bid
Asbestos Abatement - RFQ

BID SUMMARY

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

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

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

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

END OF BID FORM

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

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

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

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: 12/14/2018

City Comptroller

"An equal opportunity affirmative action employer"

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

Issued for Bid
Asbestos Abatement - RFQ

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

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

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

CONTRACTOR'S NAME: ACA Environmental Services, Inc.

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

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

DO NOT SIGN THIS FORM UNLESS YOU FULLY UNDERSTAND THIS INFORMATION

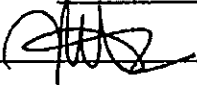
RESPIRATORY PROTECTION: I have been trained in the proper use and limitations of the type of respiratory protection devices to be used on this project. I have reviewed the written respiratory protection program manual and a copy is available for my use. Respiratory protection equipment has been provided,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

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

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

Signature:  Date: 12/14/2018

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

Witness:  Date: 12/14/2018

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

Issued for Bid
Asbestos Abatement - RFQ

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

ESTIMATE OF ACM REMOVAL QUANTITIES
RESPONSIBILITY OF CONTRACTOR

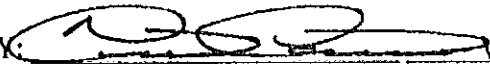
EACH CONTRACTOR SHALL READ AND ACKNOWLEDGE THE FOLLOWING NOTICE.
A SIGNED AND DATED COPY OF THIS ACKNOWLEDGMENT SHALL BE SUBMITTED
WITH THE CONTRACTOR'S BID FOR THIS PROJECT. FAILURE TO DO SO MAY, AT THE
SOLE DISCRETION OF THE OWNER, RESULT IN THE BID BEING CONSIDERED
NON-RESPONSIVE AND RESULT IN DISQUALIFICATION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

NOTICE

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

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

Company Name: ACA Environmental Services, Inc.
Type or Print

BY:  Vice President 12/14/2018
Signature Title Date

Print Name: Fred Lattrell

.....
RETURN THIS EXECUTED FORM WITH COMPLETED BID SHEET

RESOLUTION NO.: 2 - 2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 4G WITH METRA INDUSTRIES TO DECREASE THE CONTRACT AMOUNT BY \$136,643.00 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM \$3,367,555.18 TO \$3,230,912.18 IN THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58; and

WHEREAS, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 3G in the amount of \$1,914.40 as a credit to the contractor decreasing the total contract price from \$3,369,469.58 to \$3,367,555.18; and

WHEREAS, further adjustments to the contract require Change Order No. 4G in the amount of \$136,643.00 as a credit to Metra Industries decreasing the current total cost of the contract from \$3,367,555.18 to \$3,230,912.18; and

WHEREAS, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to execute Change Order No. 4G in the amount of \$136,643.00 as a credit to the contractor decreasing the total contract price from \$3,367,555.18 to \$3,230,912.18 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

METRA INDUSTRIES

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

December 28, 2018

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

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

Attention: Jonathan Amos

Dear Jon,

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

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

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

Very truly yours

Stephan P. Dioslaki

Encl.

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

/spd.

Barton & Loguidice is transmitting Change Order 4G FINAL.

Change Order

No. **4G**

Date of Issuance: 12/27/2018

Effective Date: 12/27/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction		Date of Contract: October 23, 2017
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey		Engineer's Project No.: 1352.005.002

The Contract Documents are modified as follows upon execution of this Change Order:

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

Attachments (list documents supporting change):

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

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES: *

Original Contract Price:

\$3,298,115.00

Original Contract Times: ☐ Working days ☒ Calendar days

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

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

Increase from previously approved Change Orders:

\$69,440.18

Increase from previously approved Change Orders*

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Price prior to this Change Order:

\$3,367,555.18

Contract Times prior to this Change Order:

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

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

Decrease of this Change Order:

\$136,643.00

Increase of this Change Order:*

Substantial completion (days or date): *

Ready for final payment (days or date): *

Contract Price incorporating this Change Order:

\$3,230,912.18

Contract Times with all approved Change Orders:

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

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

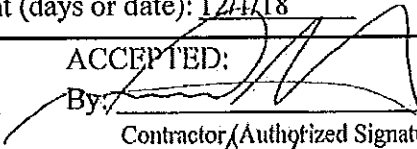
RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: 12/28/2018

Approved by Funding Agency (if applicable):

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1 * Metra reserves its rights to a project time extension as a result of this Change Order. Project Time Extensions
as a result of this change order to be left open and addressed separately at a future date.

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

Change Order No. 4G

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

Original Contract Amount
Change Order No. 2G
Change Order No. 3G
Change Order No. 4G
Revised Contract Amount

\$3,298,115.00
\$71,354.58
-\$1,914.40
-\$136,643.00
\$3,230,912.18

0
0
0
0
0

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

Quantities not used

Item	Description	Estimated Quantity	Unit	Estimate Contract		Final Complete Construction		Quantity Adjustment	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount
4	6" Non Pressure PVC Sewer and Special	1900	LF	\$100.00	\$ 190,000.00	1689.5	\$ 168,950.00	-210.50	-\$21,050.00
5	8" Non Pressure PVC Sewer and Special	1000	LF	\$104.00	\$ 104,000.00	930	\$ 96,720.00	-70.00	-\$7,280.00
6	12" Non Pressure PVC Sewer and Special	346	LF	\$114.00	\$ 39,330.00	32	\$ 3,648.00	-313.00	-\$35,682.00
8	Drop Manholes 5' ID	33	VF	\$1,800.00	\$ 59,400.00	24	\$ 43,200.00	-9.00	-\$16,200.00
9	Drop Manholes 6' ID	67	VF	\$900.00	\$ 60,300.00	17	\$ 15,300.00	-50.00	-\$45,000.00
15	30" frame & cover	29	EA	\$446.00	\$ 12,905.00	21	\$ 9,345.00	-8.00	-\$3,560.00
18	8" HDPE	850	LF	\$255.00	\$ 216,750.00	269	\$ 68,685.00	-581.00	-\$148,165.00
20	15" HDPE	930	LF	\$255.00	\$ 237,150.00	786	\$ 200,430.00	-144.00	-\$36,720.00
21	18" HDPE Non-Pressure Storm Sewer	125	LF	\$255.00	\$ 31,875.00	124	\$ 31,820.00	-1.00	-\$255.00
23	30" HDPE Non-Pressure Storm Sewer	55	LF	\$315.00	\$ 17,325.00	27	\$ 8,505.00	-28.00	-\$8,820.00
28	Concrete Subbase Removal	2000	LF	\$4.00	\$ 8,000.00	1828	\$ 7,312.00	-172.00	-\$688.00
29	Subbase	3720	Cy	\$20.00	\$ 74,400.00	2500	\$ 50,000.00	-1220.00	-\$24,400.00
31	asphalt top course	760	TON	\$150.00	\$ 114,000.00	0	\$ -	-760.00	-\$114,000.00
32	asphalt truing	180	TON	\$1.00	\$ 180.00	0	\$ -	-180.00	-\$180.00
36	cold milling concrete	3250	SY	\$18.00	\$ 58,500.00	0	\$ -	-3250.00	-\$58,500.00
38	remove and reset sidewalk	2100	LF	\$1.00	\$ 2,100.00	1000	\$ 1,000.00	-1100.00	-\$1,100.00
41	Water Service Relocation	20	Ea	\$250.00	\$ 5,000.00	0	\$ -	-20.00	-\$5,000.00
43	Asbestos Removal Allowance	1	Ls	\$15,000.00	\$ 15,000.00	0	\$ -	-1.00	-\$15,000.00
45	new bluestone sidewalk	500	SF	\$20.00	\$ 10,000.00	0	\$ -	-500.00	-\$10,000.00
46	Sewer Rehabilitation	1030	LF	\$150.00	\$ 154,500.00	0	\$ -	-1030.00	-\$154,500.00
2A	3/4" Type Copper Tubing	600	LF	\$50.00	\$ 30,000.00	494	\$ 24,700.00	-106.00	-\$5,300.00
Total Quantity Cost					\$1,440,715.00		\$ 729,325.00	Total	-\$711,380.00

Manholes not used in the project

		Diameter	VF	\$/VF	
3A	Base	4' dia	2.50	\$ 150	\$ 375
	Riser	6' dia	3.00	\$ 400	\$ 1,200
274A	Base	4' dia	2.50	\$ 150	\$ 375
266A	Base	4' dia	3.00	\$ 150	\$ 450
351A	Base	6' dia	4.00	\$ 400	\$ 1,600
	Flat top	6' dia	0.67	\$ 400	\$ 268
7A	Base	6' dia	4.00	\$ 400	\$ 1,600
107A	Base	6' dia	3.00	\$ 400	\$ 1,200
	Riser	6' dia	4.50	\$ 400	\$ 1,800
6A	Flat top	6' dia	0.67	\$ 400	\$ 268
9A	Base	4' dia	2.00	\$ 150	\$ 300

Total cost 9,436.00

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY:

Jonathan Amos
 Construction Manager

DATE: 12/28/2018

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

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

I CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE ESTIMATED AND FINAL AS-BUILT CONTRACT QUANTITIES

BY:

Jonathan Amos
 Construction Manager

DATE: 12/28/2018

RESOLUTION NO.: 3 - 2019

OF

JANUARY 14, 2019

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

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

WHEREAS, the Police Department vehicles are being repaired; and

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

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

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

RESOLUTION NO.: 4 - 2019

OF

JANUARY 14, 2019

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

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

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

ADJUSTMENT ENTRY

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

AMENDMENT ENTRY

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

RESOLUTION NO.: 5 - 2019

OF

JANUARY 14, 2019

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

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

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

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

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

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

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 148
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Water

Subject:
Proposal for Engineering Services

Date:
December 20, 2018

Dear Mr. Vradenburgh:

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

Contact:
Rob Ostapczuk

Phone:
518.250.7300

Project Understanding

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

Email:
**robert.ostapczuk
@arcadis.com**

Our ref:
60004881.0000

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

Mr. Wayne Vradenburgh
City of Newburgh Water Department
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and 2 retain the original pipe underdrains, while the other four filters were replaced with block style underdrains in the 1970's which are over 40 years old.

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

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

SCOPE OF SERVICES

Task 1 Kick Off Meeting

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

Task 2 Data Review

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

Task 3 Site Visit and Condition Assessment

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

Task 4 Sand Filter Upgrade Evaluation

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

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

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Mr. Wayne Vradenburgh
City of Newburgh Water Department
December 20, 2018

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

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

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

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

Task 5 Backwash Evaluation

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

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

Task 6 Prepare Preliminary Engineering Report

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

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

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

Task 7 Grant Funding Assistance

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

COMPENSATION

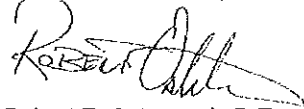
Arcadis will complete each the scope of services presented herein for a total not to exceed fee of \$72,000 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

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

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

Sincerely,

Arcadis of New York, Inc.



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

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

RESOLUTION NO.: 6 - 2019

OF

JANUARY 14, 2019

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

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

RESOLUTION NO.: 7 - 2019

OF

JANUARY 14, 2019

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale
357 Liberty Street, City of Newburgh
(SBL: 11-4-22)

STANDARD TERMS:

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

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

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

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

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: 8-2019

OF

JANUARY 14, 2019

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

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

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

WHEREAS, it has been determined that such release be granted; and

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 108 Broadway, Section 30, Block 5, Lot 28 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated March 4, 1996 from THE CITY OF NEWBURGH to CARMELO and MOIRA LIARDI, recorded in the Orange County Clerk's Office on May 31, 1996, in Liber 4392 of Deeds at Page 135 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO. 9 - 2019

OF

JANUARY 14, 2019

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

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

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

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

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

WHEREAS, Ms. Hamilton, despite her diligent efforts to complete the rehabilitation of the premises, will be unable to comply with the February 13, 2019 deadline, and continues to diligently complete the renovation; and

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

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

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

RESOLUTION NO. 10 - 2019

OF

JANUARY 14 2019

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 11 - 2019

OF

JANUARY 14 2019

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

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

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

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

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

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

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

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

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

RESOLUTION NO.: 12-2019

OF

JANUARY 14, 2019

A RESOLUTION REAPPOINTING CATHERINE LENTZ
TO THE BOARD OF ASSESSMENT REVIEW

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

RESOLUTION NO.: 13-2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ROBINSON APPRAISAL CONSULTANTS, LLC
FOR PROFESSIONAL APPRAISAL SERVICES
IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST
THE TOWN OF NEW WINDSOR IN THE ORANGE COUNTY SUPREME COURT
BEARING ORANGE COUNTY INDEX NOS. EF005922-2017 AND EF007932-2018
INVOLVING CITY OF NEWBURGH WATER SUPPLY PROPERTIES

WHEREAS, it has been determined that the source of the per- and polyfluoralkyl substances ("PFAS") contamination in the City of Newburgh's former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh, NY; and

WHEREAS, in May 2016, the City of Newburgh switched its drinking source water from Washington Lake to Brown's Pond and then to the Catskill Aqueduct in response to implementation of increased regulatory standards for PFOS and PFOA contaminants and the City of Newburgh's former primary source water supply has been unavailable and unusable by the City; and

WHEREAS, the City of Newburgh has commenced tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018; and

WHEREAS, the parties have been unable to resolve these matters and it is necessary and appropriate to retain a licensed appraiser to provide professional appraisal services in support of the City's case in the aforesaid proceedings; and

WHEREAS, the firm of Robinson Appraisal Consultants, LLC has been identified as a qualified and cost-effective firm to provide said services and has submitted the annexed proposal;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept the proposal and enter into an agreement in substantially the same form as annexed hereto, with such terms and conditions as Special Counsel may require, with Robinson Appraisal Consultants, LLC for professional appraisal services in connection with tax certiorari proceedings against the Town of New Windsor in the Supreme Court of the State of New York, County of Orange for the 2017-2018 and 2018-2019 tax assessment years bearing Orange County Index Nos. EF005922-2017 and EF007932-2018.



Robinson Appraisal Consultants, LLC

207 Route 9, Ghent, NY 12075

518.965.3775

JRobinsonMAI@Gmail.com

Appraisal Assignment

DATE OF AGREEMENT: January 3, 2019

Client:

Michelle Kelson, Esq.
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, New York 12550

Re: City of Newburgh vs Town of New Windsor

Client hereby engages Appraiser to complete an appraisal assignment as follows:

Pursuant to your request, I have enclosed fee quote for preparation of a complete Appraisal Report. The particulars of the appraisal assignment as I understand it would be as follows:

PROPERTY IDENTIFICATION

The property to be appraised consists of nine tax parcels, comprising of six parcels in the Town of New Windsor and three in the Town of Newburgh. All of the parcels either have frontage on, or are within a close proximity to, Little Britain Road, in the Towns of Newburgh and New Windsor, Orange County, New York.

The parcels involved, and their respective use is as follows:

New Windsor – Tax Map Section 4

Block 1

Lot 9.21 is a temporary granulated activated carbon (GAC) facility.

Lot 10 is a parcel of buffer woodlands to the Washington Lake Reservoir and is improved with a historic house and barn.

Lot 12.2 is the Washington Lake reservoir and dam, with associated improvements, and a single-family home.

Lot 35 is the portion of the water filtration plant facilities located in the Town of New Windsor, including the recently constructed GAC plant.

Lot 38 is improved with portions of two ponds.

Block 3 Lot 1.1 is improved with the Silver Stream Dam Diversion Gate.

Town of Newburgh -- Tax Map Section 97

Block 3

Lot 10 is the north end of the Washington Lake reservoir and dam, with associated improvements.

Lot 17 is the portion of the water filtration plant facilities located in the Town of Newburgh.

Lot 44 is improved with portions of two ponds.

INTEREST VALUED

Fee simple

INTENDED USER(S)

- Michelle Kelson, Esq. Corporation Counsel City of Newburgh
- The property owner.
- Opposing Counsel – upon filing of report with the Court.
- Town Assessor for the Town of New Windsor, NY
- The New York State Judicial system

Note: No other users are intended by the appraiser. The appraiser shall consider the intended users when determining the level of detail to be provided in the appraisal.

INTENDED USE

To assist client in establishing equitable value(s) for assessment purposes.

TYPE OF & DATES OF VALUE

Market value applicable to the 2017 and 2018 assessment roll years, ie. July 1, 2016 and 2017, for the water plant (tax lot 4-1-35), and for the 2018 assessment roll for tax parcels 4-1-9.21, 10, 12.2, 38 and 4-3-1.1.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

None anticipated.

APPLICABLE REQUIREMENTS OTHER THAN THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)

The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

ANTICIPATED SCOPE OF WORK

Site visit

Interior and exterior observation, on-site.

Valuation approaches

The Cost Approach will be the primary valuation approach utilized to develop a value opinion for the properties.

In order to value the property, it is necessary for the appraiser to prepare a Reproduction Cost New value estimate. To do so, it is necessary for me to rely upon other experts with regard to the cost of the various land improvements and life expectancy of various components. I will value the underlying reservoir site, which entails ascertaining the mix of parcels that went into creating the single unitary parcel that is now the reservoir. Each of the various parcel sizes that went into creating the now larger parcel will have their value estimated as of the respective valuation dates. Next, additional data must be identified to account for the plottage value that is created when this assemblage has been perfected. This accounts for creating a new larger parcel which has greater utility than the original parcels that make it up, and the resulting increase in value associated with it. This theory has been well-established in other reservoir valuation cases. The valuation of the property will initially be derived under the premise that the property is free of any environmental contamination issues. With regard to the reservoir component, additional market data will be sought to develop and support any adjustment applicable to the value previously derived, to compensate for its contaminated state.

At the same time, an engineer needs to be retained by the City to prepare the Reproduction Cost New estimate for all of the land improvements. This report will be incorporated into the appraisal by reference, and relied upon by me. In order to do so, they will need to obtain the original construction drawings, etc. so that they can do take-offs to calculate the quantity of the various materials and systems that were in place as of the taxable status date, and derive costs for each as of the valuation dates.

In addition, a second engineer would need to be retained by the City to prepare a report estimating the life of the dam and dikes of the reservoir, so that depreciation can be estimated and applied by the appraiser to the RCN of the reservoir parcels. Again, this report will be incorporated by reference and relied upon by me.

The contributory value of the two dwellings will be derived utilizing the Sales Comparison Approach.

With regard to the filtration plant and GAC facilities, additional market data and/or engineering opinions will need to be obtained in order to derive a supportable opinion as to the appropriate level of accrued depreciation to apply to these facilities, considering their inability to perform as designed. The handling of depreciation related to this facility will require further discussion between the appraiser and client, and perhaps individuals at the Department of Environmental Conservation and Department of Health.

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Trial-ready Appraisal Report.

DELIVERY DATE

To be determined.

NUMBER OF COPIES

Four copies of the report will be provided together with one pdf version, if requested.

APPRAISAL FEES AND PAYMENT

Due to the complex nature of the assignment, it is not possible to provide a fixed fee for the appraisal.

Because of the number of parcels involved and overall scale of this assignment, I have discounted my ordinary hourly rate from \$175 per hour to \$125 per hour, plus mileage and expenses. Please note my fees do not include engineering, architectural, or other services outside the scope of real estate valuation. The engineers that are necessary to prepare the cost and depreciation elements of this assignment will be retained by the client directly.

Any post-appraisal services including review of opposing side's appraisal, conferences, pre-trial preparation, expert testimony, travel time, etc., will be billed at my standard hourly rate of \$175 per hour, plus any out-of-pocket expenses.

The client will be billed monthly for any of these services, and all invoices are payable upon receipt.

ITEMS TO BE PROVIDED BY CLIENT

A list will be developed when my services have been retained.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement, with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include the Appraiser's participation in or preparation for, whether voluntary or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at a judicial, arbitration, or administrative proceeding relating to this assignment.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or defense any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality, and objectivity.

ANTICIPATED TIME NECESSARY TO COMPLETE THE APPRAISAL

Due to the complexity of the assignment and number of people involved in the valuation process, I anticipate that if I am retained at the end of January 2019, the report could be completed by mid-November 2019.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 30 days of the Date of Agreement specified.

GOVERNING LAW & JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, which is the principal place of business of the appraiser.

By Appraiser:


(SIGNATURE)

Jeffrey E. Robinson, MAI

By Client:

(SIGNATURE)

Client Name (PRINTED):

January 3, 2019

(DATE)

(DATE)

- Fast Food Restaurant Valuation – 4/04
- Preparing for Litigation – 6/03
- Administering Property Tax Assessments and Contested Assessment Review Cases – 5/03
- Case Studies in the Valuation in Upstate New York Real Estate – 6/02
- Court Testimony – Preparing for rebuttal and cross examination – 10/01
- Comprehensive Appraisal Exam Workshop – 7/01
- General Demonstration and Appraisal Reporting Writing – 8/00
- Lease Abstracting and Analysis – 11/98
- Appraisal of Local Retail Properties – 9/98
- Understanding Limited Appraisals & Appraisal Reporting Options (General) – 8/94
- Residential Demonstration Appraisal Report Writing
How To Be a Better Review Appraiser
- Discounted Cash Flow Analysis

DESIGNATION REQUIREMENTS MET

- Successfully completed Demonstration Appraisal Report – 7/02
- Completed the experience requirements towards awarding of the MAI designation – 4/02
- Comprehensive Examination for the MAI designation, Appraisal Institute – 8/01

PROFESSIONAL AFFILIATIONS AND OTHER EXPERIENCE

- Columbia County Board of Realtors (8/87 – Present)
- Albany County Board of Realtors (5/86 – July 1987)
- Currently hold Real Estate Sales License, Red Apple Realty, Claverack, NY
- Property management
- Real Estate Sales/Negotiations

FINANCIAL INSTITUTIONS

Hudson River Bank & Trust
United Builders Funding
Home and City Savings Bank
Key Bank, NA
First American Bank
Catskill Savings Bank
M&T Bank
Citibank
Anchor Savings Bank
Manufacturers Hanover
First National Bank of Rhinebeck
Rhinebeck Savings Bank
Abacus Federal
National Union Bank of Kinderhook

EDUCATION

Accounting Certificate Program – Siena College, Loudonville, NY, 1997.
Bachelor of Science – Marketing and Management, Siena College, Loudonville, NY, 1987.
Associates Degree – Business Administration, Hudson Valley Community College, Troy, NY, 1985.

- Condemnation Appraising: Principles and Applications – 6/17
- USPAP Update Course 11/15
- Business Practice and Ethics 5/15
- Valuing Net Zero Energy Buildings 2/15
- Online Analyzing Operating Expenses 2/15
- Using Spreadsheet Programs in Real Estate Appraisals 1/15
- Fundamentals of Separating Real, Personal Property, and Intangible Business Assets – 4/12
- Green Technology and Real Estate – 6/09
- Appraising in 2009 – 6/09
- Appraisal Tools Tune-up – 6/09
- Appraising the Appraisal Business – 6/09
- Business Practices and Ethics – 2/05
- USPAP Update Course – 3/04
- Standards and Ethics for Professionals – 10/03
- Standards of Professional Practice – Part C – 11/97
- Course 540 – Report Writing & Valuation Analysis – 5/93
- Course 202 – Applied Income Property Valuation – 11/91

Society of Real Estate Appraisers

- Course 201 – Principles of Income Property Appraising – 3/90

American Institute of Real Estate Appraisers Courses

- Residential Valuation – 7/89 challenge
- Basic Valuation Procedures – 6/89
- Standards of Professional Practice – 2/89
- Real Estate Appraisal Principles – 3/88

Seminars

- Tax Grievance: How to File a Claim on an Assessment 2/15
- Investor's Surveys: An Appraiser's Perspective – 5/11
- Bones of Contention: Mini case studies illustrating fundamental appraisal methodology misunderstandings – 5/11
- Marketability Analysis: The Key to Credible Valuation in a Changing Market – 5/11
- Income Capitalization in Today's Market – 5/11
- A Debate on the Allocation of Hotel Total Assets – 10/10
- Strategies for Successfully Appealing a Real Estate Tax Assessment – 10/10
- USPAP Update Course – 9/10
- Investment Property Analysis – 4/10
- Eminent Domain Valuation – 2/10
- Rules of Thumb for Appraisers – 5/07
- Real Estate Finance, Value & Investment Performance – 5/07
- Case Studies in Commercial Highest and Best Use – 5/07
- Changes to USPAP: The Demise of Departure – 3/06
- The Latest Trends in Hotel Valuation and Market Studies – 5/05
- Attacking and Defending an Appraisal in Litigation II – 5/05
- Recent Appraisal Related Case Law – 12/04
- Attacking and Defending an Appraisal in Litigation I – 4/04

- Hotel appraisals – Holiday Inn, North Adams, MA, Ramada Inn, Newburgh, NY, Comfort Inn, Newburgh, NY, St. Charles Hotel, Hudson, NY, Inn at the Falls, LaGrange, NY, Courtyard by Marriott, Newburgh, NY, Hotel Indigo, Colonie, NY.
- Appraisal of a limestone quarry – Canaan, CT, hard rock quarry – Hoosick, NY and wollastonite (rare mineral) quarry – Lewis, NY.
- Appraisal of Tech-City, a redeveloped former IBM mixed-use office/manufacturing plant, Town of Ulster, NY.
- Various neighborhood and community shopping centers, i.e., Fairview Plaza and Corner Plaza, Greenport, NY; Mid-Valley Mall, Newburgh, NY, R & F Associates, Niskayuna, NY.
- Army reserve center, Albany, NY.
- Former retail outlet center converted to office/business park, Malta, NY.
- Multi-tenant, high-rise office building, downtown Albany, NY.
- Proposed residential subdivision.
- Numerous agricultural properties throughout the Hudson Valley.
- Appraisal of an area shopping center to settle family dispute – Village of Walden, NY.
- Numerous appraisals of parcels along the Hudson River.
- Appraisal of numerous mobile homes parks for tax certiorari purposes.
- Appraisal of multi-tenant commercial and industrial buildings, from offices to mixed use properties.
- Appraisal of 320-site campground for mortgage purposes – Dennis, MA and numerous other campgrounds through the Hudson Valley.
- Medical office building appraisal to resolve landlord/tenant dispute over value – Poughkeepsie, NY.
- Appraisals of automobile dealerships – through the Hudson Valley.
- Appraisal of an anchor tenant attached to a super-regional shopping center for tax certiorari purposes – Filenes, Walkill, NY.
- Appraisal of a super-regional shopping center for tax certiorari purposes – Crystal Run Galleria, Walkill, NY.
- Appraisal of a 35,000± square foot castle overlooking the Hudson River, Philipstown, NY.
- Appraisal of the Kolburne School – A school for special needs students – New Marlborough, MA.
- Appraisal of the Water's Edge Resort, Westbrook, CT – A resort property/timeshare complex.
- Appraisal of the Oak n' Spruce Resort, Lee, MA – A resort property and timeshare complex.
- Appraisal of Stony Brook a partially existing, partially undeveloped condominium project, Newburgh, NY.
- Appraisal of vacant land for The National Park Service for Eminent Domain purposes – Stillwater, NY.
- Appraisal of 181-bedroom student housing, Plattsburgh, NY

COURT EXPERIENCE

Albany County Supreme Court
 Massachusetts Appellate Tax Board
 Columbia County Supreme Court
 Rensselaer County Supreme Court
 Dutchess County Supreme Court
 Saratoga County Supreme Court
 Greene County Supreme Court
 Ulster County Supreme Court

APPRAISAL COURSES SUCCESSFULLY COMPLETED:

Appraisal Institute

- 2018-2019 Uniform Standards of Professional Appraisal Practice Course (USPAP) 12/17

QUALIFICATIONS OF APPRAISER

JEFFREY E. ROBINSON, MAI, SRA

President of Robinson Appraisal Consultants, LLC, specializing in real estate appraisals and consultation, with particular emphasis on matters involving litigation, including tax certiorari, eminent domain, and general litigation support. Together with appraisals for property takings, IRS related valuation matters, valuation of easements, preparation of market feasibility studies, and general property valuation. (2016 to present)

PROFESSIONAL DESIGNATION

- Designated Member of the Appraisal Institute (MAI)
- MAI Designation awarded by the Appraisal Institute, August, 2002
- Designated Senior Residential Appraiser (SRA)
- SRA Designation awarded by the Appraisal Institute, April, 1993

PROFESSIONAL LICENSES

- NYS Certified-General Real Estate Appraiser – Certificate #46-37947
- Qualified General Real Estate Appraiser for NYS Department of Transportation

EXPERIENCE

- Senior Real Estate Appraiser with Empire State Appraisal Consultants, Inc., specializing in real estate appraisals and valuations, market feasibility studies, tax certiorari, eminent domain, easements and consultation. (10/02 to 2/16)
- Preparation of various types of commercial/industrial appraisals for L.T. Bookhout, Inc. (3/00 to 10/02)
- Assisted in audits, tax return preparations and general accounting procedures. Staff accountant for Teal, Becker, Chiaramonte, public accounting firm, Albany, NY (1/99 to 3/00)
- Complete development/analysis of appraisals of various types of commercial/industrial properties for L.T. Bookhout, Inc. (10/90 to 12/98)
- Appraisal of diverse residential properties in Columbia and Greene Counties, Conera Appraisal Associates, Hudson, NY (12/87 to 10/90)
- Licensed Real Estate Salesman for Century 21, Lynn Strunk Realty, Kinderhook, NY (7/87 to 12/87)

Types of Assignments Have Included:

- Apartment complexes, Troy, NY.
- Cement Plant (Holcim), Catskill, NY.
- Central Hudson, Newburgh, NY – easement for poles/lines.
- NIMO Saratoga – Easement for poles/lines.
- Ashokan Reservoir – Town of Olive/Hurley/Ulster County, NY; Tagasoke Reservoir – Town of Lewis/Lewis County, NY; Altamont Reservoir -Town of Knox/Albany County, NY.
- CVS drugstore – Ossining, NY.
- Appraisals of temporary and permanent easements for various property types in preparation for possible condemnation proceedings.
- Boston Scientific – Glens Falls, NY.
- United Parcel Service distribution facility, Greenport, NY.

RESOLUTION NO.: 14 - 2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE
A PAYMENT OF CLAIM WITH ONAJEA THOMAS IN THE AMOUNT OF \$5,926.66

WHEREAS, Onajea Thomas brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Nine Hundred Twenty-Six and 66/100 Dollars (\$5,926.66) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to settle the claim of Onajea Thomas in the total amount of Five Thousand Nine Hundred Twenty-Six and 66/100 Dollars (\$5,926.66) and that the Interim City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 15 -2019

OF

JANUARY 14, 2019

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND JOHN WOOD
FOR PLUMBING INSPECTION SERVICES

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with John Wood, a licensed Master Plumber; and

WHEREAS, the agreement is for providing plumbing inspection services to the City of Newburgh; and

WHEREAS, the rate for said services is \$42.00 per hour and as further outlined in Schedule B of the proposed agreement; 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 Interim City Manager be and he is hereby authorized to enter into the agreement with John Wood, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a rate of \$42.00 per hour for plumbing inspection services.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, 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 John Wood, with an address of 70 Johnnes Street, unit #204, Newburgh, New York 12550, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

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 January 21, 2019, and ending on April 26, 2019 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. ASSIGNMENT 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 sixty (60) 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 Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County 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: _____
Joe Donat
Interim City Manager
Per Resolution No.

BY: _____
John Wood

DATE: _____

DATE: _____

APPROVED AS TO FORM:

MICHELLE KELSON
Corporation Counsel

SCHEDULE A

SCOPE OF SERVICES

Vendor shall provide the City professional plumbing inspection services as detailed below:

- a. Review plans for plumbing alterations and additions to ascertain compliance with the New York State Uniform Fire Prevention and Building Code (including the International Plumbing Code), the Newburgh Code of Ordinances, and any other applicable law, rule, or regulation.
- b. Work with Building Inspector to conduct field inspections related to plumbing work, including but not limited to inspection of pipes, fittings, and other materials to ascertain compliance with the New York State Uniform Fire Prevention and Building Code (including the International Plumbing Code), the Newburgh Code of Ordinances, and any other applicable law, rule, or regulation.
- c. Issue recommendations and advice to Building Inspector with respect to plumbing permits, plumbing construction/installation, findings in connection with plumbing inspections, and plumbing approvals.
- d. Keep independent records of all plan reviews, field inspections and recommendations.
- e. Provide any other services deemed relevant by the Building Inspector and at the Building Inspector's direction in connection with the services enumerated above.

SCHEDULE B

RATE AND HOURS

RATE: In consideration for the services described in **Schedule A** above, the CITY shall pay the VENDOR at the rate of \$42.00 per hour payable within fourteen (14) days after invoices for such services rendered are received by the City.

HOURS: VENDOR shall provide the City with a minimum of fifteen (15) hours per week of field inspection services ("Field Services Hours"), at the direction of the Building Inspector. Under no circumstance shall VENDOR provide, or shall CITY compensate VENDOR for, more than thirty (30) hours per week in connection with the services described in **Schedule A**. Any additional hours of work beyond the Field Services Hours shall be mutually determined and agreed upon by VENDOR and the CITY's Building Inspector.