

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 9, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

(Prior to the start of the meeting Councilwoman Rayford presented Richard Fracasse with a Certificate of Recognition, along with a plaque for helping to enhance the quality of life for persons with disabilities in the City of Newburgh. The official meeting followed.)

Moment of Silence (Prayer)/ Momento de Silencio (Rezo)

During the Moment of Silence Mayor Harvey announced that he lost a loved one to gun violence in Poughkeepsie, New York, earlier this afternoon. He implored the community to keep the family in their thoughts during this difficult time.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

Roll Call/ Lista de Asistencia

**Present: Mayor Torrance Harvey, presiding; Councilman Grice, Councilwoman Monteverde, Councilwoman Rayford, Councilman Sklarz, Councilwoman Sofokles- 6
Absent- Councilwoman Mejia-1**

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on November 21, 2019

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

PRESENTATIONS

There were no presentations at this time.

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

Tom Roberts asked the council if the City is pushing back on developers that can offer ratables, in lieu of allowing more not-for-profits to come into the city. Hotels, condos and businesses established along the waterfront would really help the homeowners and everyone else who pay taxes. Investors are ready to come in and help move Newburgh forward. He requested that councilpersons provide their addresses when it time for them to speak. He asked the council when is the city going to go after, and fine people, who allow their buildings to fall apart to the point where the city has to foot the bill to have it torn down? We are a struggling city as it is.

Mayor Harvey assured Roberts that the developers that are finalists in the RFP for waterfront development are in favor of ratables, as opposed to not-for-profit.

Reverend Ron Truncali of Hudson Valley Christian Church prayed publicly. He prayed for Mayor Harvey's family during their time of loss. Also he thanked Councilwoman Rayford for all of the work she has done, and for all of the love she has shown for the City of Newburgh.

Michelle Basch commented that the chatter she saw on Facebook about whether we are going to have a Christmas tree is ridiculous discussion at this point, because it is over after December 25th. Why aren't we talking about the Newburgh Illuminated Festival? It is six months away, and the festival brings illumination to our city, as well as people into our city to shop and eat at our local businesses. People have a wonderful day. We need to work on it now, in December, to ensure that it happens in June.

Max Carrero, a city resident and a firefighter with six years of service in the Newburgh Fire Department, commented. Recently he found out that he is scheduled to be laid off at the end of the year. He stated that he was hired from the Firefighter-Spanish Speaking preferred list, a title that provides no difference in pay, no additional compensation, and no difference in the position. So in essence he felt that he should hold the same rank as the title Firefighter. In the past, when there were layoffs, seniority determined who was laid off according to New York State Civil Service law and rules and regulations. Carrero pointed out that members hired off of the Firefighter-Spanish Speaking list do not constitute its own or separate unit within the fire department. He hopes that the City will reevaluate its ill- advised decision and adhere to the rules and laws that apply to the matter.

Mayor Harvey broke protocol and stated that the city council does not get involved in human resource matters. The council votes on the budget, and they do realize that there are sometimes layoffs. The council has expressed its disdain for having to lay off a fireman; but, these matters stay within the Civil Service Department. This issue came under his radar last week, and he consulted with the civil service commissioners, as well as our corporation counsel to get the facts. From Harvey's understanding, Spanish-speaking personnel in either the police or fire departments, have a preference in the department when they get hired. He also consulted with officials in Albany to verify protocols. Harvey learned that even when there is a preference in a department, when layoffs do occur they occur the same way, in reverse, according to New York State Civil Service Law. Harvey pointed out that there is some speculation that allegedly there are some firemen that have been using a specific address in the city to get preferential treatment in hiring. He stated that the council is looking into this matter too.

Michelle Kelson remarked that there is another overlying issue. While inquiries can be made, we are not going to negotiate anything tonight, in a public forum. Most of the information spoken is of factual nature, and indeed true, based on their research and consultation with the New York State Department of Civil Service. The Spanish-speaking firefighter titles are collateral titles that are separately classified, in which personnel is appointed from separate eligibility lists; and therefore there are separate seniority and lay off lists. She is confident that the regulation has been followed thoroughly though. She stated that she has advised Union President of Local 589, who has made inquiries on the subject matter. Those questions will be responded to, in writing, through the members' duly authorized labor union just as soon as the city manager returns to work.

Brendan Hogan, Union President of Local 589, spoke. He felt that Max is getting a raw end of the deal. It appears that somebody simply went through and took out 20% of every title, which results in a lot of things. We now have an empty slot in the company of officers, which will mean continuous overtime. Hogan implored the council not to cancel its next meeting. There are things in the budget that they can amend that can save the city \$200K right out of the gate in January.

Gretchen Quill commented about the codes department. She received a Nasty Gram from the department. Quill stated that she is correcting her wrongs; but, every time the codes officer returns to her home to re-inspect, she finds yet another violation. Quill

feels that the officer is inadequate in her position, and furthermore it appears that she is harassing her. How is it that the head of that department can come to her home unannounced, in his official uniform and vehicle, to do the inspection? Quill's phone number and email are on file with the office, and in this day and age coming to someone's home unannounced is a No-No. Quill asked who can help her, because she pays her taxes.

Julie Lyndale stated that a beautiful precedent was set tonight that somebody was recognized for their generosity in the community. Perhaps the council could do this on a regular basis. She has an idea to help our city grow. We could paint the shuttle bus, and use it as trolley for the city. We could have artwork in it, as we have a number of artists that would do it for free. She stated that it was recommended that she go before the transportation committee, and she will follow up with it; but, these are the sort of things that would help bring people to our city that wouldn't cost us a whole lot of money.

Barbara Smith commented that she dislikes people who like to push their ways onto other people. There were some differences in opinion displayed on the panel regarding the Thanksgiving dinner that was held at the Recreation Center. It was suggested that some of prior discussion could be continued when the council went into executive session. But things of this nature should be discussed upfront and out in the open, especially if it is about things that are affecting the taxpayers. It needs to be discussed whether a particular event is advantageous to all of the people, or if it is only advantageous to some of the people. You have taken steps to establish protocols regarding the use of our facilities, and now it appears that we are arbitrarily changing it. Smith was hoping to see a public hearing on the matter tonight, rather than an absolute resolution.

Veronica Artis commented that she is having a lot of problems where she resides at the Mullins Apartment. There are many issues occurring under the current director. Recently a fence was erected that blocks access to residents' apartments. Residents feel that they can't speak, without fear of retaliation by the director. Also there has not been a board meeting in five months. It is not fair.

Omari Shakur stated that we have to ensure that the handicapped-accessible sidewalks are kept clear of snow, because two disabled persons in wheelchairs were snowed in. Also, since the demolition at 82 Clinton Street is a city contract, 30% of the jobs should go to people from the City of Newburgh. Shakur remarked that residents are tired of seeing people, who are not from Newburgh, working, while we are not working. He would like to know more about the fireman's situation. As a newly elected official, people are calling him about it. Last, Shakur commented about an incident that occurred in Town of New Windsor, in which a young Black Man was stopped simply because he was coming from the City of Newburgh. Basically, this is racial profiling, and it needs to be looked at from an official standpoint as to why the Town of New Windsor police department is targeting young Black and Brown men from the City of Newburgh.

Mayor Harvey stated that yes, while seniority is in place, the preference works in reverse when the layoffs occur. It is not a new system. He stated that he, too, saw the video from the incident that occurred in the Town of New Windsor. Harvey supports Shakur in looking into this further in their official capacity in city government.

Roxie Royal shared her sentiments with the Mayor and the recent loss of his relative. It hurts to lose a loved one. He has her prayers. As a member of Mount Carmel Church she thanked the city for allowing the church to come into the Recreation Center to share Thanksgiving dinner with those individuals who weren't able to do so with their families. We are so appreciative of the city for opening its arms to them so that they might help someone else. She is proud to be associated with this council for allowing the church to hold the event.

Roosevelt Rhoden asked the council if there is a plan for a Christmas Tree lighting at some point. Given the current and considerable reduction in our first responders, he is not certain that this is the right thing to do at this time.

George Garrison commented that we finally found a Christmas tree today. We have been looking for several weeks; but, many of the trees they looked at were not in good shape. We have one now, and it should be set up later this week.

This portion of the meeting was closed.

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

Councilman Grice stated that we have an information problem in the City of Newburgh. He does not know if it is a situation in which the residents are not taking the time to remain at hand to get all of the facts. We have a wonderful IT Department; but, our website needs to be updated. He is frustrated about some of the lack of information that some departments seem to be giving out to the public. The Newburgh Illuminated committee is a separate entity. If they come to us early, then we handle it early. The council writes the legislation, we don't hire or terminate people. Those comments are directed at the wrong people. The codes department is under the fire department, so he, too, wishes that they do better at code compliance. Grice asked for the demolition to be done in-house.

Councilwoman Monteverde remarked that they can't technically comment on the situation in the fire department; but, they were given plenty of opportunity to come to the table and offer concessions. Yet they have only come out at the Eleventh Hour. They are trying to make the council look like they are unwilling to negotiate. She appreciates the police and fire departments, and she thanked them for protecting us; but, as an elected official, she has to make sure that she is being fiscally responsible. The Newburgh Illuminated committee needs to understand that the city can't foot the bill for everything, and they need to come to the table early. Monteverde discussed what she feels is unprofessionalism and lack of quality of customer service in the codes department. She is tired about hearing how dysfunctional the department is. When a developer comes into the codes department, they should be made to feel welcomed, because they are investing a lot of money into the city.

Councilwoman Rayford stated that tonight is her last meeting, and she was wondering what she was going to say. She thanked everyone who supported her over the last four years. The word of God spoke to her. She recited Biblical verses in the Book of Luke Chapter 6. The bottom line is that we need to love one another.

Councilman Sklarz commented that we received some good information from the Mayor's Economic Development Committee. The committee is anticipating on making its final recommendations in January for the prospective development of the Montgomery Street and Colden Street properties. Sklarz and Monteverde attended a housing session, chaired through Senator Skoufis' Leviticus Fund's needs-assessment grant. It offered a lot of diverse view points on housing in the City of Newburgh, and ways of how to proceed moving forward. Sklarz stated that while nobody is against Thanksgiving, it was his understanding that the city manager was going to discuss in 2020, the streamlining of protocols for processing all of the events in the city. So he is a little puzzled about it being on the agenda tonight.

Mayor Harvey had his students from his Government class stand up to be acknowledged. He had them bring up their school assignments to be signed off on by the council.

Councilwoman Sofokles stated that she asked her neighbor Gretchen Quill to come here tonight. It is a real problem with the Codes Office, and there are times that she couldn't even get her own issue resolved. She wished we could do more for the fire department; but, our hands are tied. Sofokles agrees with Barbara Smith. As much as we want to feed everybody; the events process needs to be discussed further, so that we are being consistent. City of Newburgh is always the last to get the tree up; but, it is not George Garrison's fault that former Deputy Mayor Angelo specifically requested a Blue Spruce. Tree. We have to try to expedite it, because today is the Ninth of December already.

Mayor Harvey pointed out that there were several meetings with the fire and police departments regarding concessions. There were times that he and his colleagues spent four or five hours going over the numbers line by line the night before the budget vote, to really hear what suggestions they had to minimize the layoffs. It all came back to when he sat with the rank and file three years ago when the council wanted someone to step into the position of Fire Chief. No one wanted to step into the position, because they wouldn't get the overtime pay anymore. The council removed barriers, such as the residency requirement. He begged someone to step into the position so that the city would not be bankrupt from the overtime. Harvey stated that the department scoffed at him previously. We got the SAFER grant three cycles in a row, and we put more firemen into the rank and file. We are the only municipality in the United States that has ever been awarded that grant three times. Senator Schumer and Congressman Maloney fought like heck for us to get it that third time. The overtime did not trend down in the last fifteen, with the exception of one year that the department's budget

went under One Million dollars in overtime. No one in his right mind wants to lay off a fireman or a police officer. We are the only municipality in Orange County that has a full staffed, and paid fire-fighting team. At retirement the pension system takes the salary of the three highest years, including one's overtime pay, to get the Final Average Salary (FAS). Some of the employees get 50% of that amount at retirement. The council has requested specific data concerning the number of fires that have occurred in the city of Newburgh versus the towns of Newburgh and New Windsor. Harvey stated that they still have not received the requested data. Last, Harvey mentioned an instance in which city fire trucks were spotted in Dutchess County for Mutual Aid. Harvey felt that some people don't like it when the truth is revealed; but, he has pictures of these fire trucks located in Fishkill. He was elected to represent the constituents that live in this city, and some people have been hustling and stealing from Newburgh for decades. Step by step they are going to peel away at the inequities, and he is going to live up to his fiduciary responsibility. If the council can work to find revenue sources to bring back some of our fine men and women in uniform, then they are going to work diligently to do that in the first quarter of 2020.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 304 - 2019 - Agreement with Gorick Construction for Emergency Demolition of 82 Clinton Street

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

Resolution No. 305 - 2019 - Agreement with QuES&T for various services related to the emergency demolition of the garage structure at 82 Clinton Street

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

Resolution No. 306 - 2019 - Agreement with Optima Environmental Services for UST Services

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

Resolution No. 307 - 2019 - Agreement with MJ Engineering Load Rating Analysis of the Mill Street Bridge (BIN#2223670 & 2223610)

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

Resolution No. 308 - 2019 - Transfer from Contingency for Costs Associated with
Emergency Demolition of Garage at 82 Clinton Street

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

Resolution No. 309 - 2019 - DPW & Police Department Vehicles Surplus

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

Resolution No. 310 - 2019 Amend 2019 Budget for OCTC Reserve and Interfund Debt
Transfer

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

Resolution No. 311 - 2019 - Amending Res#364-2018 the 2019 Budget

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

Resolution No. 312 - 2019 - Workers Compensation Renewal (2yr Option)

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

Resolution No. 313 - 2019 - Purchase of 36 Hasbrouck Street

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

Resolution No. 314 - 2019 - Purchase of 126 Carson Avenue, 130 Carson Avenue, 134 Carson Avenue and 140 Carson Avenue

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

Resolution No. 315 - 2019 - 15 Sequestered Road - Release of Restrictive Covenants

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

Resolution No. 316 - 2019 - 17 Forsythe Place - Release of Restrictive Covenants

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 317 - 2019 - 132 Third Street - Release of Restrictive Covenants

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 318 - 2019 - 22 City Terrace - Release of Restrictive Covenants

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 319 - 2019 - 254 Liberty Street - Extension of time to rehabilitate

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 320 - 2019 - 146 Third Street - Extension of Time to Rehabilitate

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

Resolution No. 321 - 2019 - 85 Lander Street - Extension of Time to Rehabilitate

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

Resolution No. 322 - 2019 - 382 Liberty Street - Extension of Time to Rehabilitate

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

Resolution No. 323 - 2019 - 2020 Liability and Municipal Property Insurance Renewal

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

Resolution No. 324 - 2019 - Accept a Grant for Stabilization of the Dutch Reformed Church from NYSOPRHP

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

Resolution No. 325 - 2019 - Public Safety Emergency Radio Communications System Interoperability Agreement

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 326 - 2019 - My Brothers Keeper MOA with NECSD

Councilwoman Rayford commented that she is not employed with the Newburgh Enlarged City School District currently, so she is able to vote on the matter tonight.

Councilman Harvey remarked that he is currently works as a teacher in the NECSD. In the past, he has served as a mentor to two young men who received a \$1 Million grant thanks to Councilman Grice and his work with Sprint that provided internet service to families in need. Harvey has served as a mentor; but, he has never been compensated or paid. According to his consultation with Corporation Counsel, being an employee of the school district does not preclude him from voting on the matter.

Councilman Grice stated, for full disclosure, that he has been very involved in My Brother's Keeper programming, and he plans to continue his involvement with the program. He did not foresee there being any conflict, as he is not compensated for his involvement. Yet should it come up that there is indeed any conflict, he implored the public to please excuse his ignorance on it.

Harvey pointed out that if a conflict did arise, he and Grice would definitely recuse themselves from the matter. There is no benefit to them other than community service.

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 327 - 2019 - Accept a Grant from the National Endowment for the Arts on Behalf of the Newburgh Arts and Cultural Commission for \$10,000 with a \$10,000 cash match

Mayor Harvey stated that he was called by a commissioner due to concerns about another commissioner standing to profit financially. He took an extra measure to speak with Councilwoman Monteverde about it, and at her advice he reached out to one of the co-chairpersons. A three hour discussion followed, and many of the questions and concerns were ironed out. If there is another grant to follow, then that commissioner would not be able to accept the position as project manager. But those matters don't prevent the council from supporting this preliminary grant.

Michelle Kelson stated that she did not see any conflict of interest relative to this grant, as the conflict did not exist previously. Going forward though, the Arts and Cultural Committee has a set of bylaws, even though it would not necessarily prohibit someone from being involved in grant administration; yet the interest has to be disclosed, in advance. That person would then have to recuse himself from the commission's further review and approval of the project. Everybody is free to approve and accept it. Some good issues were raised, and peoples' eyes are open, making the process more transparent as we move forward.

Councilman Grice remarked that as an experienced grant writer, he has applied for several grants that were not always awarded to his organization. When it comes to grants, there is a tremendous amount of paperwork. There are deadlines, so it does take the work of a grants manger to help keep track of all of it. When persons do end up applying for grant-writing positions, he hopes that they would recuse themselves, because it is for the greater good of the City of Newburgh.

Councilwoman Monteverde stated that she received an email from one of the co-chairs that discussed this entire process. Sometimes people make mistakes along the way. Going forward though, she hopes that communication is clearer, and this is put on the table beforehand, so that it doesn't have to be hashed out publicly at a council meeting.

Harvey thanked Grice and Monteverde, as they were the first two people that he called concerning the matter. He thanked Ms. Kelson for her legal mind and hard work. She

has been with them every step of the way, helping to get this commission back on board. Also he publicly thanked all of the individuals who did work on the grant. There was no harm done, and we were happy to hash it out in a transparent manner. Once you get a small grant from the NEA, typically other grants are going to follow, so we are on to some great stuff.

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 328 - 2019 - Orange County Urban Renewal Project Funding Agreement

Councilwoman Rayford asked if this had anything to do with the Urban Renewal atrocities that occurred in the 1960s. Also is this money going to help the families that were affected? She planned to look into it further, as she still has a few more days left on the council before her term ends.

Michelle Kelson explained that this refers to Orange County Urban Renewal funding for certain projects. The city has been receiving this allocation for four or five years, with funding earmarked for work to be done on our municipal properties. She is unable to provide a direct relationship between this and the urban renewal activities that occurred in the 1960s that were so detrimental to many City of Newburgh families. The work being done is very structured, and this particular allocation is for upgrades to 123 Grand Street. Last year there was a resolution and agreement for County funding to specifically prepare the property at 104 South Lander Street, so that it could utilized as an overnight warming station. While Kelson is sure that there is some specific relationship to the overall mission of urban renewal, this particular funding could not be transferred for another purpose. It is an inter-municipal agreement, and the funding is restrictive.

Mayor Harvey stated that these are some great questions that Rayford raised, and we could look into it further. If it is coming from Orange County, then he is certain that there is a trail that goes back to the Federal Government. He is sure that there is a correlation to the Urban Renewal in the 1960s when families were dislocated in the City of Newburgh.

Councilman Grice did not recall this particular grant coming across. One of the things he wanted to do was get Delano-Hitch Baseball Stadium repaired, and he had had conversation with numerous people. Grice asked if this is the same grant money, because he has never seen it described as Urban Renewal grant funding.

Kelson stated that if there are specific projects, in which this type of funding would be more suitable, then she would encourage the council to share their concerns with the City Manager, so that he can make those requests to the County. She apologized for not being able to answer all of the council's questions thoroughly; but, it was brought before her late in the agenda process.

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 329 - 2019 - Cancel Second Work Session and Council Meeting in December

Councilman Grice stated that the reason for this resolution is traditionally the second meeting in December is not held. If we should end up having a special meeting, then a quorum would be required. There is a lot on the agenda for January. The council does not do the hiring and the firing, it creates legislation. Grice would like to vote in favor of the resolution; but, he does not want to prevent the opportunity for any last ditch efforts, despite the misinformation that has been coming from some of the departments. He wants to be able to do everything that he can to help our city departments though.

Michelle Kelson pointed out that there are a number of other business days available prior to the First of January 2020.

Mayor Harvey stated that we should keep with tradition. It is the holiday season and many families are planning to spend time together. Harvey himself has scheduled vacation time with his family, and he will be traveling. Yet if an emergency arises and a special meeting has to be called, then as long as we can get a quorum it could work. He mentioned that there has been a lot of time and work, outside of our regular meeting schedule, put into this matter of the layoffs. So the due diligence has been met.

Councilwoman Rayford wants employees to know that she wants them to be safe first and foremost.

Kelson pointed out that the city's liberal leave policies tend to be flexible for employees to take paid leave during bad weather.

Mayor Harvey pointed out that the city council did not get a raise for 2020. Once they realized there would be layoffs, the council unanimously elected to forgo any raises. He compared their salaries with those of other local municipalities. The salary of this council is currently at \$9000 per year, which is far below any other region in the State. It is a stipend, and much of their time is on the council is performed on a voluntary basis. The last time this council had a raise was in 1992. There is a lot of misinformation out there on social media, and he wanted to clear up the matter.

Councilman Grice moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 330 - 2019 - Co-sponsor 2020 Thanksgiving Dinner

Councilwoman Monteverde stated that this is something we need to table. We can't obviously agree to everything that everybody is asking. There needs to be a consistent set of criteria concerning events in the city.

Mayor Harvey stated that he supports the city's co-sponsorship of the dinner. He received a call from the Pastor's son, who requested that the resolution be tabled so that he could come before the council and explain the tradition and the benefits of providing this valuable community service. Harvey recommended that the resolution be tabled.

Councilwoman Rayford stated that they set up, served, delivered and broke down the We Care event, which fed three hundred individuals. They even provided food for families to take home with them. The event was not only for the less fortunate, but, it was for those persons who were unable to leave their homes. She was there and there

was no city staff or overtime. She agrees that there needs to be a clear standard; yet when other organizations want to use the public property, such as the seniors, then it isn't a problem. When the Black community asks to use it, then it becomes a problem. All she is saying, is that we should be fair about it.

Councilman Grice stated that he volunteered at the We Care event. It was really nice, and in his mind, no family should have gone hungry, at least on that day. While he supports the event, he is torn between the city sponsorship of the event. He would like the council to be clear when it comes to using taxpayer dollars. Whenever he has had his own event, he gets his own insurance for it. Without a standard of criteria it leaves the city open to other things.

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

Resolution No. 331 - 2019 - Claim Settlement

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

Resolution No. 332 - 2019 - Tax Certiorari Appraisal Services

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

Acting City Manager George Garrison concluded his report.

RESOLUTION NO.: 304 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH GORICK CONSTRUCTION CO., INC. FOR THE EMERGENCY DEMOLITION OF
A BRICK GARAGE LOCATED AT 82 CLINTON STREET
AT A COST OF \$114,000.00 AND FOR REMOVAL AND DISPOSAL OF
AN UNDERGROUND STORAGE TANK IN THE AMOUNT OF \$985.00

WHEREAS, the City of Newburgh determined that the collapsing two-story brick garage located at 82 Clinton Street represented an immediate threat to the public health and safety to the neighborhood; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, it was determined that Gorick Construction Co., Inc. was fully qualified and provided the lowest price to complete the demolition of the collapsing garage located at 82 Clinton Street; and

WHEREAS, funding for such demolition work will be derived from A.1440.0200 and a budget transfer from General Fund Contingency; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Gorick Construction Co., Inc. in the amount of \$114,000.00 for the demolition of the garage located at 82 Clinton Street and in the amount of \$985.00 for the removal and disposal of an underground storage tank.



CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7448/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
City Engineer
jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Zakia R. Alam
Junior Civil Engineer
zalam@cityofnewburgh-ny.gov

October 30, 2019

Joseph P. Donat
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Authorization - 82 Clinton Street Building Collapse & Demolition

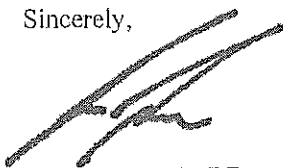
Mr. Donat,

During the morning of Friday, October 25, 2019, the City was contacted by the owner of 80 Clinton Street who had observed an overnight collapse of the east wall of the two story brick garage structure which adjoins his lot to the west. I was alerted to this condition at approximately 9:54am the same day, and I arrived on the site at approximately 10:00am to assess site conditions. While on site, I observed numerous structural deficiencies in the subject garage located at the rear of 82 Clinton Street. The west facing wall of the two story brick garage structure was intact, but was deflected inwards towards the interior of the garage. I accessed the east facing wall through the yard of the neighboring property located at 80 Clinton Street. I observed that the east wall had partially collapsed into the rear yard of 80 Clinton Street. Bricks, soil/ash, and automotive related debris was scattered throughout the neighboring lawn area. I observed step-cracking in the portions of the brick wall that remained intact above the collapsed area. The previous owners had installed structural steel on the interior of the building to support a failed wooden roof structure. This previously installed structural steel is supported by steel columns located along the interior of the east and west facing walls. The base plate of the steel column located at the midpoint of the building along the east wall was observed to be completely unsupported and "floating" over the concrete slab as observed from the exterior of the building through the collapse in the east facing wall. The removal of the supporting footing and slab from below this column has transferred a large tributary area of the roof loads to the remains of the unstable brick wall over the area of the collapse on the east side of the building. A significant bulge also exists in the area of the brick wall that remains intact along the east side of the building which indicates that soil pressure below the slab area is pushing this wall outwards leading to further settlement of the concrete slab on the interior of the garage which may lead to further destabilization

of the other remaining steel columns actively supporting the roof structure. Limited observation of the interior of the building through the garage doors revealed numerous hazardous substances including propane tanks, petroleum products, typical automotive related fluids and chemicals, and other unknown materials buried below piles of debris and trash located on the interior of the garage. The presence of oxyacetylene tanks could not be ruled out by the City due to the inability to conduct a thorough interior investigation. The Fire Department was contacted to advise the neighbors and to delineate the collapse zone within the neighboring yards with caution tape. The City's Fire Department contacted New York Fire and Department of Homeland Security to seek advice on the removal of hazardous substances from within the interior of the garage area. Crews from State Fire & DHS flew a drone over the roof of the property to gather additional information. The City has also contacted Quality Environmental Solutions (QUEST) to commence the process of developing a work plan for the safe removal and proper disposal of the hazardous materials and to draft a request to the New York State Department of Labor for a variance to demolish the building with asbestos in-place. The neighboring property owner at 84 Clinton Street has also been advised of the situation and has been ordered to vacate the structure ahead of the planned demolition of 82 Clinton Street. The City is currently awaiting the receipt of both the NYSDOL variance and contractor quotes for the emergency demolition of this structure.

It is my recommendation that due to the potential danger to life, health, safety and property, the City Manager immediately issue an emergency declaration to authorize the funds and execute the contracts necessary to immediately demolish the structure, and to properly secure and dispose of any hazardous materials, including contaminated soils, associated with the demolition.

Sincerely,



Jason C. Morris, PE
City Engineer

Attachments: 82 Clinton Street Order to Demolish, dated October 28, 2019

Cc: Michelle Kelson – Corporation Counsel
Todd Venning, J.D., M.S. – Comptroller
William Horton – Assistant Chief of Fire Prevention & Building Inspector

Emergency Procurement Method Approved By:  Joseph P. Donat, City Manager

10/31/19
Date:



CITY OF NEWBURGH

FIRE DEPARTMENT

Office of Fire Prevention

123 Grand Street, Newburgh, New York 12550

Phone: 845-569-7419 Fax: 845-569-7435

TO: Joseph Donat, City Manager
83 Broadway
Newburgh, NY 12550

FROM: William F. Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: October 28, 2019

SUBJECT: 82 Clinton Street, City of Newburgh
ORDER TO DEMOLISH

Following a review of the building file and a field inspection of the rear garage at 82 Clinton Street on October 28, 2019; below are my findings and conclusions:

The building is a two-story garage of ordinary construction including brick walls on a brick and stone foundation that has been used primarily for storage by the residents at 82 Clinton up until the date that the property was acquired by the City of Newburgh as the result of failing to pay property taxes. Prior to that, it was known to be used in several capacities including an unlicensed motor vehicle repair shop. As you are aware, the building suffered a partial collapse sometime on or before October 25, 2019. Presently, it is evident that the remaining exterior walls are deflecting or shifting in a manner that could result in a complete collapse of the building.

The building in its present condition poses an immediate threat to public safety and subsequently has been condemned. I hereby order you as the owner to obtain all required permits and New York State Department of Labor variances and move forward with the emergency demolition of the rear garage at 82 Clinton Street without delay.

THIS AGREEMENT, made this 13th day of November, 2019 between GORICK CONSTRUCTION CO., INC., having its office at 27 TRACK DRIVE, BINGHAMTON, NY 13904, hereinafter referred to as the "CONTRACTOR" and the City of Newburgh, a MUNICIPAL CORPORATION of the STATE OF NEW YORK, having its office at 83 Broadway, Newburgh, New York, hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the City, its employees or agents have been authorized by an order of the City filed in the office of the City of Engineers on November 13, 2019 to go in and upon the premises owned by The City of Newburgh located at 82 Clinton St Newburgh, NY 12550 in the City of Newburgh, New York, and to remove the debris and to fill in the abandoned foundation located upon said premises, and

WHEREAS, the Contractor is engaged in the business of demolishing buildings; and

WHEREAS, the City desires to engage the Contractor herein to demolish said buildings and/or fill in abandoned foundation and

WHEREAS, the parties hereto desire to enter into an agreement with respect thereto.

NOW, THEREFORE, in consideration of the promises and other good valuable consideration, it is agreed between the parties, as follows:

1. The Contractor agrees to perform work in the outlined QuE ST bid documents supplied for bidding guidelines. All possible Hazardous materials will be packaged and removed to an offsite premises owned by the City in the City of Newburgh, New York, and to remove all the non-hazardous materials and debris from the razing of the buildings and structures, as is more particularly described in the specifications for building demolition.

2. The Contractor agrees, after he has demolished and taken down said buildings and

structures and removed all the materials and debris and/or fill in foundation there from, to grade the premises and to leave the same in a "broom clean" condition.

3. The Contractor agrees to provide all the labor, materials and equipment necessary to accomplish the foregoing and to contact all utility companies necessary and provide for the discontinuance of service to the said buildings and structures, in accordance with the requirements of all authorities having jurisdiction thereof.

4. The Contractor agrees that he will maintain and provide adequate protection of the area and will not create any hazardous condition during the course of the demolition and taking down of the buildings and structures and removing of the materials from the premises.

5. The Contractor agrees to commence the work hereunder immediately upon the execution of this agreement and complete all the work including the grading and removing of all the materials, on or before DECEMBER 31, 2019.

6A. At all times during the progress of the work, the Contractor shall, at his own cost and expense carry insurance in a solvent insurance company authorized to do business in the State of New York, which will indemnify and insure him and the owner and the City of Newburgh against all liability for injury and death to persons and damage to property which may be occasioned directly or indirectly as a result of the performance of this contract by the Contractor, his agent servants, employees and sub-contractors, with a minimum of \$300,000.00 for personal injury and death and \$50,000.00 for damage to property. The City of Newburgh shall be named as an insured party on the insurance policy. Contractor shall provide a copy of the insurance certificate prior to the start of construction.

6B. Contractor is bound and agrees herewith to be bound to pay contractor's

employees in accordance with New York State Dept. of Labor wage scales, now currently in force or as may be amended until project completion and acceptance by the City.

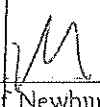
6C. At all times during the performance of the work the Contractor shall carry and maintain Workmen's Compensation Insurance for all employees, laborers and other persons engaged in the performance of each stage of the work in accordance with, and pursuant to, the provisions and requirements of the Workmen's Compensation Law of the State of New York.

7. That the consideration for the performance of the work herein specified by the Contractor is the sum of \$114,000 to be paid by the City upon completion of the work after inspection and approval of the City Engineer

8. The Contractor acknowledges that GORICK CONSTRUCTION CO., INC. is an independent contractor and not an employee or agent of the City.

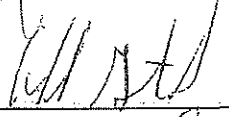
9. This agreement shall be binding upon the respective heirs, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.



City of Newburgh Agent
Joseph P. Donat, City Manager

11/13/19
DATE



By: Alvaro Gorick Jr. PRESIDENT
Gorick Construction Co., Inc.

11/13/19
DATE

Morris, Jason

From: Andy@gorickconstruction.com <andy.gorick@gmail.com>
Sent: Thursday, November 21, 2019 1:54 PM
To: Rudy Lipinski
Cc: Morris, Jason; Horton, William
Subject: Re: Condemnation Letter

Jason

I just spoke with Rudy on the tank that was found.

I understand to that the City will have the tank cleaned and ready for recycling.

We will excavate, remove and dispose of the tank for a lump sum price of \$985.

This price doesn't include any off site soil disposal in the event we find contaminated soil beneath the tank.

Let me know if this works for you or you have any questions or concerns.

Thanks

Andy

On Thu, Nov 14, 2019 at 8:35 AM Andy@gorickconstruction.com <andy.gorick@gmail.com> wrote:

Jason

I will need this AAL (Authorized Agent Letter) signed for the disposal at the landfill

Thanks

Andy

On Wed, Nov 13, 2019 at 4:59 PM Andrew Tiftt <andy.gorick@gmail.com> wrote:

Perfect thanks Rudy

Sent from my iPhone

On Nov 13, 2019, at 4:18 PM, Rudy Lipinski <rlipinski@qualityenv.com> wrote:

Andy,

It's part of the approved variance. You can cut it out of the PDF.

Rudy Lipinski – LEED AP
Director of Field Operations

Quality Environmental Solutions & Technologies, Inc.
1376 Route 9
Wappingers Falls, NY 12590

NYSMWBD MBE Cert # 49952-2006
NYSUCP DBE Certified
NJ UCP DBE Certified

Online: www.qualityenv.com
(V) 845-298-6031
(F) 845-298-6251

RESOLUTION NO.: 305 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR ASBESTOS VARIANCE
APPLICATION, MONITORING SERVICES AND RELATED SERVICES
FOR THE EMERGENCY DEMOLITION OF A BRICK GARAGE
LOCATED AT 82 CLINTON STREET**

WHEREAS, the City of Newburgh determined that the collapsing two-story brick garage located at 82 Clinton Street represented an immediate threat to the public health and safety to the neighborhood; and

WHEREAS, the demolition work presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

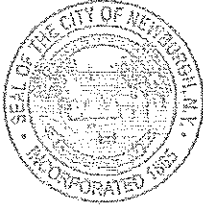
WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the demolition work including applying for appropriate variances or other permits from the New York State Department of Labor and supervision and site monitoring; and

WHEREAS, the collapse of the building was an unforeseen occurrence affecting the life, health and safety of the City residents constituting a public emergency within the meaning of the General Municipal Law and the City staff has obtained approval to follow the City's Emergency Procurement Policy in obtaining the QUES&T proposal; and

WHEREAS, the cost for these services will not exceed \$15,000.00 and funding shall be derived from A.1440.0200 and a budget transfer from General Fund Contingency; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Quality Environmental Solutions & Technologies, Inc. for asbestos related services in an amount not to exceed \$15,000.00 in connection with the emergency demolition of the garage located at 82 Clinton Street.



CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845) 569-7448/Fax (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
City Engineer
jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Zakia R. Alam
Junior Civil Engineer
zalam@cityofnewburgh-ny.gov

October 30, 2019

Joseph P. Donat
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Authorization - 82 Clinton Street Building Collapse & Demolition

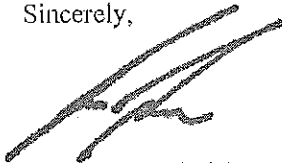
Mr. Donat,

During the morning of Friday, October 25, 2019, the City was contacted by the owner of 80 Clinton Street who had observed an overnight collapse of the east wall of the two story brick garage structure which adjoins his lot to the west. I was alerted to this condition at approximately 9:54am the same day, and I arrived on the site at approximately 10:00am to assess site conditions. While on site, I observed numerous structural deficiencies in the subject garage located at the rear of 82 Clinton Street. The west facing wall of the two story brick garage structure was intact, but was deflected inwards towards the interior of the garage. I accessed the east facing wall through the yard of the neighboring property located at 80 Clinton Street. I observed that the east wall had partially collapsed into the rear yard of 80 Clinton Street. Bricks, soil/ash, and automotive related debris was scattered throughout the neighboring lawn area. I observed step-cracking in the portions of the brick wall that remained intact above the collapsed area. The previous owners had installed structural steel on the interior of the building to support a failed wooden roof structure. This previously installed structural steel is supported by steel columns located along the interior of the east and west facing walls. The base plate of the steel column located at the midpoint of the building along the east wall was observed to be completely unsupported and "floating" over the concrete slab as observed from the exterior of the building through the collapse in the east facing wall. The removal of the supporting footing and slab from below this column has transferred a large tributary area of the roof loads to the remains of the unstable brick wall over the area of the collapse on the east side of the building. A significant bulge also exists in the area of the brick wall that remains intact along the east side of the building which indicates that soil pressure below the slab area is pushing this wall outwards leading to further settlement of the concrete slab on the interior of the garage which may lead to further destabilization.

of the other remaining steel columns actively supporting the roof structure. Limited observation of the interior of the building through the garage doors revealed numerous hazardous substances including propane tanks, petroleum products, typical automotive related fluids and chemicals, and other unknown materials buried below piles of debris and trash located on the interior of the garage. The presence of oxyacetylene tanks could not be ruled out by the City due to the inability to conduct a thorough interior investigation. The Fire Department was contacted to advise the neighbors and to delineate the collapse zone within the neighboring yards with caution tape. The City's Fire Department contacted New York Fire and Department of Homeland Security to seek advice on the removal of hazardous substances from within the interior of the garage area. Crews from State Fire & DHS flew a drone over the roof of the property to gather additional information. The City has also contacted Quality Environmental Solutions (QUEST) to commence the process of developing a work plan for the safe removal and proper disposal of the hazardous materials and to draft a request to the New York State Department of Labor for a variance to demolish the building with asbestos in-place. The neighboring property owner at 84 Clinton Street has also been advised of the situation and has been ordered to vacate the structure ahead of the planned demolition of 82 Clinton Street. The City is currently awaiting the receipt of both the NYSDOL variance and contractor quotes for the emergency demolition of this structure.

It is my recommendation that due to the potential danger to life, health, safety and property, the City Manager immediately issue an emergency declaration to authorize the funds and execute the contracts necessary to immediately demolish the structure, and to properly secure and dispose of any hazardous materials, including contaminated soils, associated with the demolition.

Sincerely,



Jason C. Morris, PE
City Engineer

Attachments: 82 Clinton Street Order to Demolish, dated October 28, 2019

Cc: Michelle Kelson – Corporation Counsel
Todd Venning, J.D., M.S. – Comptroller
William Horton – Assistant Chief of Fire Prevention & Building Inspector

Emergency Procurement Method Approved By: *Joseph P. Donat, City Manager*

Date: *10/31/19*



CITY OF NEWBURGH

FIRE DEPARTMENT

Office of Fire Prevention

123 Grand Street, Newburgh, New York 12550

Phone: 845-569-7419 Fax: 845-569-7435

TO: Joseph Donat, City Manager
83 Broadway
Newburgh, NY 12550

FROM: William F. Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: October 28, 2019

SUBJECT: 82 Clinton Street, City of Newburgh
ORDER TO DEMOLISH

Following a review of the building file and a field inspection of the rear garage at 82 Clinton Street on October 28, 2019; below are my findings and conclusions:

The building is a two-story garage of ordinary construction including brick walls on a brick and stone foundation that has been used primarily for storage by the residents at 82 Clinton up until the date that the property was acquired by the City of Newburgh as the result of failing to pay property taxes. Prior to that, it was known to be used in several capacities including an unlicensed motor vehicle repair shop. As you are aware, the building suffered a partial collapse sometime on or before October 25, 2019. Presently, it is evident that the remaining exterior walls are deflecting or shifting in a manner that could result in a complete collapse of the building.

The building in its present condition poses an immediate threat to public safety and subsequently has been condemned. I hereby order you as the owner to obtain all required permits and New York State Department of Labor variances and move forward with the emergency demolition of the rear garage at 82 Clinton Street without delay.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

November 26, 2019

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

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

Re.: 82 Clinton Street, Newburgh, NY 12550 (Garage Building)
Request for Proposal – Variance Develop/Submission, Specification/Bidding, Asbestos Abatement Monitoring & Management Services, Soil Sampling and Waste Disposal Classification.

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to: 1) Prepare and submit a Site-Specific Variance to NYSDOL ESU; 2) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project; 3) provide Asbestos Abatement Monitoring & Management Services during controlled demolition abatement and, 4) provide soil/ash sampling to determine soil contamination and disposal classification.

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

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

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

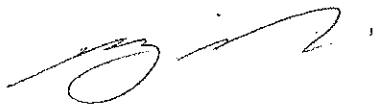
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD; commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full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

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

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

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

Sincerely,



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

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING, ASBESTOS
ABATEMENT MONITORING & MANAGEMENT SERVICES, SOIL SAMPLING AND
WASTE DISPOSAL CLASSIFICATION**

**for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
CONDEMNED 2-STORY GARAGE BUILDING
82 Clinton Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

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

- Meet onsite to identify areas impacted by controlled demolition of 82 Clinton Street, Newburgh, NY 12550.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

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

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

3.) Asbestos Abatement Management and Monitoring

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

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

Services Cont'd...

Item 2: Third Party Asbestos Air Monitoring

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

4.) Soil Sampling and Waste Disposal Classification

- **QuES&T** will provide IH technician to perform soil and/or ash fill sampling in support of underground storage tank removal, soil/ash fill disposal and soil to remain on site and be back filled with fresh soil.
- Tank removal soil sampling shall be analyzed for Volatile Organic Compounds (VOC's) and Semi Volatile Organic Compounds (SVOC's).
- Soil to remain on site and backfilled shall be analyzed for Volatile Organic Compounds (VOC's) and Semi Volatile Organic Compounds (SVOC's).
- Soil/ash fill to be disposed of at an approved landfill shall be analyzed for Volatile Organic Compounds (VOC's), Semi Volatile Organic Compounds (SVOC's), Pesticides/Herbicides/PCB, RCRA Metals, Reactivity, Corrosivity, PH and Ignitability.
- All samples to be forward to and analyzed by York Environmental Laboratories of Stratford CT. Samples will be processed on a RUSH turnaround time (TAT) unless otherwise directed by the client. TAT begins upon sample receipt by the laboratory and does not include weekends or holidays.

**VARIANCE DEVELOPMENT/SUBMISSION, SPECIFICATION/BIDDING, ASBESTOS
ABATEMENT MONITORING & MANAGEMENT SERVICES, SOIL SAMPLING AND
WASTE DISPOSAL CLASSIFICATION**

for

CITY OF NEWBURGH

83 Broadway

Newburgh, NY 12550

at

CONDEMNED 2-STORY GARAGE BUILDING

82 Clinton Street

Newburgh, NY 12550

PRICING

Lump Sum Pricing not to Exceed \$15,000.00

NOTES:

1. *Client shall be charged for actual services rendered and/or samples analyzed.*
2. *Sample analysis turnaround time begins when samples are received within the laboratory and does not include holidays.*

ACCEPTANCE OF PROPOSAL #P18-6753

.....
To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By _____

Signature

Print Name & Title

Date

ENVIRONMENTAL CONSULTING & TRAINING

RESOLUTION NO.: 306 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH OPTIMA ENVIRONMENTAL SERVICES IN THE AMOUNT OF \$1,142.25
FOR PETROLEUM TANK CLEANING AND CLOSURE SERVICES RELATED TO THE
EMERGENCY DEMOLITION OF A BRICK GARAGE
LOCATED AT 82 CLINTON STREET

WHEREAS, the City of Newburgh determined that the collapsing two-story brick garage located at 82 Clinton Street represented an immediate threat to the public health and safety to the neighborhood; and

WHEREAS, a 550-gallon underground petroleum storage tank was discovered during the emergency demolition of the garage which required cleaning and closure; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, it was determined that Optima Environmental Services was fully qualified and provided the lowest price to provide the services required to clean and close the petroleum storage tank located at 82 Clinton Street; and

WHEREAS, funding for such petroleum tank services will be derived from A.1440.0200 and a budget transfer from General Fund Contingency; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such petroleum tank services and the budget transfer;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with Optima Environmental Services in the amount of \$1,142.25 for services required to clean and close the petroleum storage tank located at 82 Clinton Street.



CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

(845) 569-7448/Fax (845) 569-7349

www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
City Engineer

jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Zakia R. Alam
Junior Civil Engineer
zalam@cityofnewburgh-ny.gov

October 30, 2019

Joseph P. Donat
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Authorization - 82 Clinton Street Building Collapse & Demolition

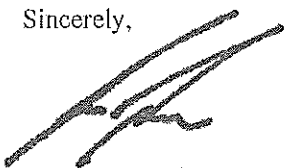
Mr. Donat,

During the morning of Friday, October 25, 2019, the City was contacted by the owner of 80 Clinton Street who had observed an overnight collapse of the east wall of the two story brick garage structure which adjoins his lot to the west. I was alerted to this condition at approximately 9:54am the same day, and I arrived on the site at approximately 10:00am to assess site conditions. While on site, I observed numerous structural deficiencies in the subject garage located at the rear of 82 Clinton Street. The west facing wall of the two story brick garage structure was intact, but was deflected inwards towards the interior of the garage. I accessed the east facing wall through the yard of the neighboring property located at 80 Clinton Street. I observed that the east wall had partially collapsed into the rear yard of 80 Clinton Street. Bricks, soil/ash, and automotive related debris was scattered throughout the neighboring lawn area. I observed step-cracking in the portions of the brick wall that remained intact above the collapsed area. The previous owners had installed structural steel on the interior of the building to support a failed wooden roof structure. This previously installed structural steel is supported by steel columns located along the interior of the east and west facing walls. The base plate of the steel column located at the midpoint of the building along the east wall was observed to be completely unsupported and "floating" over the concrete slab as observed from the exterior of the building through the collapse in the east facing wall. The removal of the supporting footing and slab from below this column has transferred a large tributary area of the roof loads to the remains of the unstable brick wall over the area of the collapse on the east side of the building. A significant bulge also exists in the area of the brick wall that remains intact along the east side of the building which indicates that soil pressure below the slab area is pushing this wall outwards leading to further settlement of the concrete slab on the interior of the garage which may lead to further destabilization

of the other remaining steel columns actively supporting the roof structure. Limited observation of the interior of the building through the garage doors revealed numerous hazardous substances including propane tanks, petroleum products, typical automotive related fluids and chemicals, and other unknown materials buried below piles of debris and trash located on the interior of the garage. The presence of oxyacetylene tanks could not be ruled out by the City due to the inability to conduct a thorough interior investigation. The Fire Department was contacted to advise the neighbors and to delineate the collapse zone within the neighboring yards with caution tape. The City's Fire Department contacted New York Fire and Department of Homeland Security to seek advice on the removal of hazardous substances from within the interior of the garage area. Crews from State Fire & DHS flew a drone over the roof of the property to gather additional information. The City has also contacted Quality Environmental Solutions (QUEST) to commence the process of developing a work plan for the safe removal and proper disposal of the hazardous materials and to draft a request to the New York State Department of Labor for a variance to demolish the building with asbestos in-place. The neighboring property owner at 84 Clinton Street has also been advised of the situation and has been ordered to vacate the structure ahead of the planned demolition of 82 Clinton Street. The City is currently awaiting the receipt of both the NYSDOL variance and contractor quotes for the emergency demolition of this structure.

It is my recommendation that due to the potential danger to life, health, safety and property, the City Manager immediately issue an emergency declaration to authorize the funds and execute the contracts necessary to immediately demolish the structure, and to properly secure and dispose of any hazardous materials, including contaminated soils, associated with the demolition.

Sincerely,



Jason C. Morris, PE
City Engineer

Attachments: 82 Clinton Street Order to Demolish, dated October 28, 2019

Cc: Michelle Kelson – Corporation Counsel
Todd Venning, J.D., M.S. – Comptroller
William Horton – Assistant Chief of Fire Prevention & Building Inspector

Emergency Procurement Method Approved By:  Joseph P. Donat, City Manager

10/31/19
Date:



CITY OF NEWBURGH

FIRE DEPARTMENT

Office of Fire Prevention

123 Grand Street, Newburgh, New York 12550

Phone: 845-569-7419 Fax: 845-569-7435

TO: Joseph Donat, City Manager
83 Broadway
Newburgh, NY 12550

FROM: William F. Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: October 28, 2019

SUBJECT: 82 Clinton Street, City of Newburgh
ORDER TO DEMOLISH

Following a review of the building file and a field inspection of the rear garage at 82 Clinton Street on October 28, 2019; below are my findings and conclusions:

The building is a two-story garage of ordinary construction including brick walls on a brick and stone foundation that has been used primarily for storage by the residents at 82 Clinton up until the date that the property was acquired by the City of Newburgh as the result of failing to pay property taxes. Prior to that, it was known to be used in several capacities including an unlicensed motor vehicle repair shop. As you are aware, the building suffered a partial collapse sometime on or before October 25, 2019. Presently, it is evident that the remaining exterior walls are deflecting or shifting in a manner that could result in a complete collapse of the building.

The building in its present condition poses an immediate threat to public safety and subsequently has been condemned. I hereby order you as the owner to obtain all required permits and New York State Department of Labor variances and move forward with the emergency demolition of the rear garage at 82 Clinton Street without delay.



94 Stewart Avenue
Newburgh, NY 12550

Tel: 845-561-1512
Fax: 845-561-1204

Work Authorization

Owner City of Newburgh	Site
Address: 83 Broadway	Address 82 Clinton Street
City Newburgh, NY 12550	City: Newburgh, NY

Optima Environmental Services Inc. will furnish all labor, equipment, materials, sub-contractors and supervision unless otherwise specified, to perform the following **scope of work**:

Cut and clean one 750- gallon UST
Check tank with 4-gas meter to determine vapor free status Ventilate tank if necessary Cut tank open , Enter and clean tank, Tank contents will be placed into 55 gallon drums

All work performed will be billed at the current **OPTIMA ENVIRONMENTAL SERVICES** time and materials rates. NYS Prevailing Rate applies.

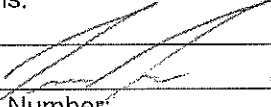
Work will conform to all Local, State and Federal Regulations. Sales Tax is a separate item, if Applicable.

Owner agrees to indemnify, exonerate, and hold Optima Environmental Services harmless against loss, damage or expense, by reasons of suits, claims demands, judgments, and causes of actions for personal injury death, or property damage rising out of consequence or the performance of all work undertaken by Optima except that in no claim, demand or cause of action attributable solely to the Negligence of Optima.

Owner may request to have a representative on site daily to review and sign the daily job reports. If a representative is not present client agrees to accept the labor, materials and equipment utilization as reported in their absence. Client may request a current copy of charges to date, which will be supplied within a reasonable amount of time, for clients review.

I am in Possession of the **OPTIMA ENVIRONMENTAL SERVICES INC.** time and material rates and agree to pay for all services rendered. The responsibility of payment for all invoices will be borne on the owner, unless written notification is received from the insurance company stating they will accept responsibility for payment of all services rendered. Invoices are due in 30 days.

I have read and fully understand the terms and conditions of this agreement, I am authorized to sign on behalf of the responsible party, and by signature I hereby accept these terms.

Owner or Authorized Agent: City of Newburgh	Signature:  11-22-19
Date: November 22, 2019	Credit Card Number:
Name on card: Jason Morris	Security Code:
Address of card holder:	Expiration Date:

Please send invoice for work performed and City will issue a PO# and check within 30 days of invoice.

OPTIMA

ENVIRONMENTAL SERVICES

92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
(845) 561-1512 • Fax (845) 561-1204

TIME AND MATERIALS RATES

Effective January 2018

LABOR	Billing Rate	Unit
Carpenter	\$75.00	HOUR
Driller	\$70.00	HOUR
Electrician	\$95.00	HOUR
Electronic Technician.....	\$95.00	HOUR
Environmental Technician.....	\$85.00	HOUR
Engineer.....	Call for Pricing	HOUR
Equipment Operator.....	\$80.00	HOUR
Expert Witness	\$125.00	HOUR
Field Technician /Laborer.....	\$65.00	HOUR
Geologist.....	\$95.00	HOUR
Geoprobe Operator.....	\$75.00	HOUR
Installation Foreman	\$75.00	HOUR
Operating Engineer	\$80.00	HOUR
Plumber.....	\$75.00	HOUR
Project Manager	\$75.00	HOUR
Report Processor.....	\$40.00	HOUR
Safety Coordinator	\$65.00	HOUR
Service Technician.....	\$80.00	HOUR
Spill Coordinator (Off Site).....	\$65.00	HOUR
Spill Supervisor.....	\$80.00	HOUR
Tank Tester	Call for Pricing	HOUR
Vac Operator.....	\$75.00	HOUR
Welder.....	\$75.00	HOUR

VEHICLES	Billing Rate	Unit
Boom Truck.....	\$50.00	HOUR
Bucket Truck (w/Operator).....	\$100.00	HOUR
Dump Truck (Dual Axle).....	\$45.00	HOUR
Geo Probe Truck.....	\$125.00	HOUR
Light Duty Vehicle (Van, SUV, Pick-Up).....	\$25.00	HOUR
Pumper Truck (Small Pump).....	\$35.00	HOUR
Rack Truck w/Lift Gate.....	\$35.00	HOUR
Roll Off Truck.....	\$75.00	HOUR
Spill Response Truck.....	\$45.00	HOUR
Utility Truck.....	\$25.00	HOUR
Vacuum Truck	\$50.00	HOUR

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92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
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TIME AND MATERIALS RATES

Effective January 2018

TRAILERS	Billing Rate	Unit
Container (20 cu. yd).....	\$50.00	DAY
Drill 2" (Bobcat Attachment).....	\$35.00	HOUR
HEAVY DUTY EQUIPMENT	Billing Rate	Unit
Backhoe (Small)Kubota.....	\$70.00	HOUR
Backhoe (JD 510,410,310)	\$95.00	HOUR
Mini Excavator	\$95.00	HOUR
Excavator... (PC 120).....	\$120.00	HOUR
New Holland (Bobcat).....	\$70.00	HOUR
Fork Lift	\$60.00	DAY
Front End Loader (Large)	\$75.00	HOUR
Equipment Mobilization.....	\$500.00	Delivery
Equipment Demobilization.....	\$500.00	Pick up

EQUIPMENT	Billing Rate	Unit
Air Compressor /Air Hammer.....	\$25.00	HOUR
Cement Mixer (Portable).....	\$75.00	DAY
Chain Saw.....	\$45.00	DAY
Core Drill.....	\$75.00	DAY
Demo Saw/Concrete Saw	\$100.00	DAY
Diaphragm Pump 3"	\$95.00	DAY
Explosion Proof Fan.....	\$50.00	DAY
Generator.....	\$75.00	DAY
Jackhammer.....	\$100.00	DAY
Recovery Tank 500 Gallon (Skid Tank)	\$35.00	DAY
Recovery Tank 1000 Gallon (Skid Tank)	\$40.00	DAY
Row Boat.....	\$100.00	DAY
Rock Breaker (Hydraulic) w/out Backhoe	\$50.00	HOUR
Spill Buddy.....	\$30.00	DAY
Steam Pressure Washer.....	\$110.00	DAY
Street Sweeper.....	\$45.00	HOUR
Transfer Pump	\$20.00	HOUR
Welder (Portable).....	\$35.00	HOUR
Wet/Dry Shop Vacuum	\$45.00	DAY

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ENVIRONMENTAL SERVICES

92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
(845) 561-1512 • Fax (845) 561-1204

TIME AND MATERIALS RATES

Effective January 2018

PERSONAL PROTECTIVE EQUIPMENT	Billing Rate	Unit
Level A ** (Fully Encapsulated, w/SCBA)	\$700.00	DAY
Level B1 ** (Chemical Resistant Suit w/Supplied Air)	\$325.00	DAY
Level B2 ** (Tyvek Suit w/Supplied Air)	\$240.00	DAY
Level C (Tyvek Suit w/Full Face Air Purifying Respirator)	\$70.00	DAY
Level D (Protective Suit Only)	\$40.00	DAY
Safety Harness.....	\$20.00	DAY
Boots	\$30.00	PAIR

REPLACEMENT OR ADDITIONAL ITEMS	Billing Rate	Unit
Air Bottles for SCBA	\$22.00	EACH
Air Bottles for Inline Air	\$30.00	EACH
Boot Covers (HAZ-MAT)	\$13.00	PAIR
Neoprene Gloves	\$10.00	PAIR
Nitrile Gloves	\$2.50	PAIR
PVC Gloves	\$5.00	PAIR
Respirator Cartridges	\$26.00	EACH
Safety Harness	\$20.00	DAY
Saranex Suit.....	\$44.00	EACH
Tyvek Suit	\$12.50	EACH
Site Traffic Control (Cones, Barricades, Etc.)	\$45.00	DAY

MATERIALS AND SUPPLIES	Billing Rate	Unit
Bailer (Disposable)	\$8.50	EACH
Bailer (PVC)	\$52.50	EACH
Biosolve.....	\$77.00	GAL
Caution Tape	\$16.50	ROLL
Drum, Metal 17H (Open Head) 55 gallons.....	\$48.00	EACH
Drum, Metal 17C (Open Head) 55 gallons.....	\$55.00	EACH
Drum, Plastic (Open Head) 55 gallons.....	\$59.00	EACH
Drum, Overpack (Plastic) 85 gallons.....	\$240.00	EACH
Drum Liner (55 gallons).....	\$7.50	EACH
Labels, Waste.....	\$2.00	EACH
Polyethylene Sheeting (6 mil).....	\$115.00	ROLL
Speedy Dry.....	\$12.50	BAG
Tape, 2" Duct.....	\$16.00	ROLL
Simple Green.....	\$20.00	GAL

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ENVIRONMENTAL SERVICES

92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
(845) 561-1512 • Fax (845) 561-1204

TIME AND MATERIALS RATES

Effective January 2018

INSTRUMENTS AND SAMPLING EQUIPMENT	Billing Rate	Unit
Combustible Gas/O2 Meter	\$65.00	DAY
Explosion Meter (LeL Only)	\$40.00	DAY
Gas Meter.....	\$50.00	DAY
GEO pump.....	\$100.00	DAY
Halogen Test Kit.....	\$40.00	Each
Hand Auger.....	\$100.00	DAY
Peristaltic pump.....	\$100.00	DAY
Photo Ionization Detector	\$110.00	DAY
Sonic Interface Tape.....	\$100.00	DAY
Survey Transit & Rod	\$80.00	DAY
Underground Utility Detector	\$80.00	DAY

OIL ABSORBENTS	Billing Rate	Unit
Booms (4 - 10' x 8")	\$191.00	BALE/4 booms
Booms (4 - 10' x 5")	\$125.00	BALE/4 booms
Blankets (150' x 36").....	\$120.00	ROLL
Pads 100 (17" x 19" x 3/8")	\$100.00	BALE/100 pads
Pads 200 (17" x 19" x 3/16").....	\$115.00	BALE/100 pads
Pillows (10 - 14" x 25").....	\$88.00	BALE
Sweep (100' x 19")	\$88.00	BALE
Hard Boom/ Containment Boom (6" dia. w/12" Skirt).....	\$22.00	Per Foot

LAB ANALYSIS	Billing Rate	Unit
8260 CP-51 REGULAR TAT	\$75.00	sample
8270 CP-51 REGULAR TAT.....	\$120.00	sample
* Standard Laboratory processing 5-7 business days.		
Rush analysis: 72hr TAT +15%, 48hr TAT + 25%, 24hr TAT + 50% additional cost.		

DISPOSAL	Billing Rate	Unit
Oil Soaked Debris/Soils	\$195.00	55 GAL DM
Oil/Gasoline Mixture (Non-HAZ).....	\$245.00	55 GAL DM
Petroleum Contact Water.....	\$175.00	55 GAL DM
Spent Carbon/Petroleum.....	\$285.00	55 GAL DM
Tank Bottoms Fuel.....	\$175.00	55 GAL DM
Tank Bottoms Gas.....	\$175.00	55 GAL DM
Waste Oil.....	\$195.00	55 GAL DM
Oil Water (Bulk Vac Truck).....	\$0.95	per gallon
Gas Water (Bulk Vac Truck).....	\$1.25	per gallon
Oil/Gas Mixture (Bulk Vac Truck).....	\$1.25	per gallon
Petroleum impacted soil disposal*	\$92.00	Per Ton
Excessive Moisture Charge (>75%) or High Clay Content..	\$23.50	Per Ton
Loads with Plastic Sheeting.....	\$78.00	Per Load

OPTIMA

ENVIRONMENTAL SERVICES

92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
 (845) 561-1512 • Fax (845) 561-1204

TIME AND MATERIALS RATES

Effective January 2018

DISPOSAL (CONT.)	Billing Rate	Unit
Boulders - 2 ft diameter and larger.....	\$0.65	Per Inch (Long Axis)
Excavator to Assist Truck Dump.....	\$240.00	Per Hour
Debris Disposal.....	\$13.00	Per Pound
* Subject to waste information profile and waste approval		

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ENVIRONMENTAL SERVICES

92 Stewart Avenue • PO Box 7418 • Newburgh, NY 12550
(845) 561-1512 • Fax (845) 561-1204

TIME AND MATERIALS RATES Effective January 2018

TIME & MATERIAL TERMS AND CONDITIONS

ALL SERVICE CALLS ARE SUBJECT TO A (2) HOUR MINIMUM

MONDAY THROUGH FRIDAY, ALL LABOR BEFORE 7:00 A.M. AND AFTER 4:00 P.M. WILL BE CHARGED AT TIME AND ON HALF THE STANDARD LABOR RATE.

SATURDAY LABOR WILL BE CHARGED AT TIME AND ONE HALF OF BILLING RATE.

SUNDAY AND HOLIDAY LABOR WILL BE CHARGED AT DOUBLE TIME THE BILLING RATE.

DAILY COST FOR EQUIPMENT IS BASED ON AN EIGHT HOUR DAY. PROJECTS REQUIRING EQUIPMENT THAT EXCEEDS THE EIGHT HOURS PER DAY WILL BE PRORATED BASED UPON ACTUAL TIME OF USE.

ALL LABOR AND EQUIPMENT WILL BE BILLED ON A PORTAL TO PORTAL BASIS.

ALL MATERIAL NOT LISTED WILL BE BILLED AT OPTIMA'S RETAIL PRICE
ALL FEDERAL, STATE AND LOCAL TAXES ARE NOT INCLUDED IN RATES. TAXES WILL BE ADDED TO ALL INVOICES.

CUSTOMERS ARE RESPONSIBLE TO PROVIDE PROOF OF TAX EXEMPTION PRIOR TO START OF WORK

NYSDEC REPORTING PRICING WILL BE QUOTED ON A SITE-SPECIFIC BASIS

PAYMENT TERMS ARE 10 DAYS WITH PRIOR CREDIT APPROVAL. FINANCE CHARGES OF 2.0 PERCENT PER MONTH MAY BE IMPOSED ON BALANCES OVER THIRTY (30) DAYS.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ALL NYS PREVAILING WAGE (PW) RATE PROJECTS WILL BE SUBJECT A MARKUP IN ADDITION TO PUBLISHED PW LABOR RATES.

OPTIMA ENCOURAGES ANYONE WHO DOES NOT UNDERSTAND THE TERMS AND/OR CONDITIONS OF THE TIME AND MATERIAL RATES TO CONTACT OUR OFFICE AT (845) 561-1512 FOR FURTHER CLARIFICATION.



ENVIRONMENTAL SERVICES
92 STEWART AVENUE
NEWBURGH, NY 12550

Invoice

Phone #	(845) 561-1512	Date	11/26/2019	Invoice #	10778
Fax #	(845) 561-1204				

Bill To
City of Newburgh Attn: Accounts Payable 83 Broadway, 4th Floor Newburgh, NY 12550

Ship To
City of Newburgh 82 Clinton Street Newburgh, NY

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 30 DAYS	KJC	11/21/2019			I29430 Newburgh

Quantity	Item Code	Description	U/M	Price Each	Amount
		11.22.19 Cut and clean a 750 gallon underground tank discovered while excavating at 82 Clinto Street. Drain Residual oil from 275 gallon basement tank, gassy odor			
1	E05	Environmental Technician		85.00	85.00
3.5	E08	Laborer		81.50	285.25
3.5	E08	Laborer		81.50	285.25
1	E34	Light Duty Vehicle		25.00	25.00
3.5	E24	Utility Truck		25.00	87.50
1	PID	Gas Meter		6.25	6.25
1	Speedi-Dry	Speedi Dry	ea	12.50	12.50
0.25	SP SPC100	Spc 100 Pads	ea	100.00	25.00
5	Mat (NS)	Sawzall Blades		7.50	37.50
1	DR 17HR	17 H Drum Metal		48.00	48.00
1	Disposal	Oil Gas mixture		245.00	245.00

Please Note:

Finance Charges of 2% monthly will be applied to all unpaid balances.

Total

\$1,142.25

RESOLUTION NO.: 307 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH M.J. ENGINEERING AND LAND SURVEYING, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR DETERMINING THE LEGAL LOAD ADEQUACY FOR THE MILL STREET BRIDGE SCOUR REPAIR PROJECT (BIN#2223610) AND (BIN #2223670) AT A COST OF \$20,000.00

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

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

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

WHEREAS, by Resolution No. 239-2018 of September 10, 2018, the City Council authorized the City Manager to a contract with M.J. Engineering and Land Surveying, P.C. for professional engineering services for the evaluation and design of the existing sidewalks at a cost of \$35,200.00 in connection with the Project (BIN#2223610) and (BIN #2223670); and

WHEREAS, M.J. Engineering and Land Surveying, P.C. has submitted a proposal to perform a load rating analysis for the Mill Street Bridge in connection with the Project; and

WHEREAS, funding shall be reimbursed through the NYSDOT Multi-Modal No. 3 program in the amount of \$20,000.00 and derived from CG.5120.0400.3507.2018 - Pavement & Sidewalk_Mill St. Bridge Multi-Modal; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with M.J. Engineering and Land Surveying, P.C. for professional engineering services for determining the legal load adequacy for the Mill Street Bridge Scour Repair Project (BIN#2223610) and (BIN #2223670) in the City of Newburgh, Orange County, PIN S4124 at a cost of \$20,000.00.

307-19



Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

November 22, 2019

Mr. Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550

RE: Legal Load Adequacy Determination
Load Testing of Mill Street Bridges
Proposal for Services

Mr. Morris:

M. J. Engineering and Land Surveying, P. C. (MJ) is pleased to provide the City of Newburgh (the City) this proposal for Determining the Legal Load Adequacy for Mill Street over CSX (BIN 2223670) and Quassaick Creek (BIN2223610) via Proof Load Testing.

PROJECT UNDERSTANDING

Based upon our involvement in the project to date, MJ has the following project understanding:

1. This task is intended to determine if both Mill Street structures are capable of carrying full legal loads. If results identify otherwise, MJ will provide a recommended Load Posting for each of the structures.
2. The City requires documentation of Load Capacity prior to opening the bridge to vehicular traffic.
3. MJ will coordinate the Proof Load Testing procedure utilizing City DPW provided dump trucks with certified axle weights for the load testing. The limits of these tests are based upon available structural information and existing structure condition.
4. MJ will produce a Legal Load Adequacy/Testing Report for the City.

Based upon the above project understanding, MJ offers the following Scope of Services:

SCOPE OF SERVICES – BRIDGE LOAD RATING

Task 1: Review of current inspection and load rating information

This task will involve a NYSDOT BIN folder review of current inspection reports, As-built plans and previous load rating efforts. Also review any repair work or modifications to the structures from their As-built condition. MJ will conduct a one-day field review (walking and binocular level) of the structure to confirm the existing conditions.



Task 2: Design of Load Test

MJ proposes to conduct load tests on both structures to determine the Legal Load Adequacy of the bridges. These load tests will be conducted in conformance with the Federal Highway Administration's Transportation Research Board's Manual for Bridge Load Rating Through Load Testing. Both bridges (BIN 2223670 - single span prestressed box beam structure and BIN 2223610 - 6 span masonry arch structure) will be load tested using a proof load testing methodology.

The structure is loaded with known loads and the structural members are monitored for deflection. If the deflection is at or below a predicted value, larger loads can be applied. This is repeated until full legal loads plus an appropriate safety factor are applied.

Task 3: Conduct the Load Test

MJ will provide a survey crew to instrument the bridges and to measure structure deflection as the tests are conducted. The survey crew will be on site for 2 days. The first will be to establish vertical control and mount targets. The second day will be to measure deflections during the load tests.

On load test day, the bridge tests will be conducted separately. Mill Street over CSX (BIN 2223670) will be tested first. This is because, in general, pre-stressed box beams would tend to lose capacity before a large masonry arch would. Should a box beam not respond appropriately to any applied load below full legal load, the dumps trucks loading the arch bridge would only be able drive on to the bridge from one direction and then back off. The box beams will be loaded with trucks of certified axle weights and the survey crew will measure any deflection. At each loading, the deflections will be compared to the expected response. That result will determine if the process can proceed. Once it is determined that the box beams can withstand full legal load plus a safety factor, the testing will move to the arch structure.

The arch structure will be loaded with trucks with certified axle weights. Because of the continuous nature of the arches the load test will require multiple trucks on the bridge at the same time. Once the bridge is loaded, deflection measurements are taken by the survey crew, and if they are acceptable, the bridge is reloaded with heavier trucks. This continues over several cycles until the safety factor loading is achieved.

Task 4: Review Load Test Results and Calculate Final Legal Load Adequacy

Upon completion of the Load Test, MJ will review the field measurements and determine if they align with the anticipated deflection. The Legal Load Adequacy will then be determined. Once the Legal Load Adequacy is determined, a posting recommendation will be developed if necessary. MJ will deliver a Load Testing Report that will detail the entire Load Testing process. The product of the report will be the stamped Legal Load Adequacy. This report will be submitted to the City and the NYSDOT Region 8 Office for insertion into the BIN folder and Bridge Inventory System.



TECHNICAL ASSUMPTIONS

The following technical assumptions apply to this scope of work:

1. Bridge conditions will not differ significantly from that detailed in the latest inspection report. If current conditions are noted in the field that potentially affect load transfer or carrying ability of the superstructure, MJ will be required to perform a "hands on" inspection prior to conducting the load test.
2. The "hands on" inspection is not included in this scope of work.
3. Should the BIN folder review reveal a previously calculated Level 1 Load Rating for either bridge, the Legal Load Adequacy calculation/testing methodology may change. This is currently not reflected in the scope of work.
4. It is assumed that footings, piers, abutments, bearings, pedestals, etc. are in satisfactory condition to transmit superstructure loads.
5. The load testing and instrumentation will be conducted from Mill Street. There will be no conflict with CSX railroad.
6. The City will provide dump trucks with certified axle weights in such a quantity that load tests can be performed on a continuous basis.
7. Work Zone traffic control (bridge closure two days) will be performed by the City.
8. Load test will be conducted in dry weather.

SCHEDULE

The following schedule is being proposed:

December 3-4, 2019	Review current inspection reports and load rating information
December 5, 2019	Field visit to confirm condition
January 2020	Develop load test for both bridges
March 2020	Perform load test
April 2020	Analyze load test results and calculate final load rating. Submit to City and NYSDOT.

FEE

MJ proposes a lump sum fee of \$20,000 to accomplish the work identified in this proposal.



Mr. Jason Morris
Mill Street Load Rating Proposal
November 22, 2019
Page 4 of 4

SUMMARY

Thank you for the opportunity to present this proposal. We look forward to the opportunity to work with you. Should you have any questions regarding this proposal please contact us at 518.371.0799.

Sincerely,

Michael D. Panichelli, P.E.
President

RESOLUTION NO.: 308 - 2019

OF

DECEMBER 9, 2019

RESOLUTION AMENDING RESOLUTION NO. 364-2018, THE 2019 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$200,000.00
FROM GENERAL FUND CONTINGENCY TO ENGINEERING-
EQUIPMENT/INFRASTRUCTURE FOR COSTS INCURRED DURING
THE EMERGENCY DEMOLITION OF A BRICK GARAGE
LOCATED AT 82 CLINTON STREET

WHEREAS, adjustments to the 2019 Budget are necessary to fund expenses related to the emergency demolition of a brick garage located at 82 Clinton Street; 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:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency		
Emergency	<u>\$200,000.00</u>	
A.1440.0200 Engineering		
Equipment/Infrastructure		<u>\$200,000.00</u>
TOTAL:	\$200,000.00	\$200,000.00

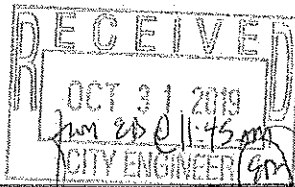
308-19

ROUTING SLIP FOR CITY MANAGER SIGNATURE

Kindly return a final copy of this executed Routing Slip for the Engineer's file

Document Title:

Emergency Procurement Letter - 82 Clinton Street



1 signature - BLUE ink please

Please check box next to City Staff that needs to review before City Manager signs and ensure the resolution number is included on the document under City Manager signature

Date Submitted: 10/30/19

Date Required: ASAP

Originated by: Jason C. Morris, City Engineer

AUTHORIZING RESOLUTION No. for Signature _____

Attached: ☐ Yes ☒ No If no resolution, please CHECK "No" and explain:

Emergency Procurement: City Council resolution will be requested at the next available Council meeting.

REVIEWED AND APPROVED (Applicable Department Heads)

☐ Approved as to Form by:☐ Approved as to Substance by:
☒  Date 10/30/19
☒ Todd Venning, City Comptroller

☐ _____ Date _____
 Chief Douglas Solomon, Police Dept.
☒ Approved as to Form:☐ Approved as to Substance:☒ Resolution Required for CM Signature
☒  Date 10/31/19
☒ Michelle Kelson, Corporation Counsel

☐ _____ Date _____
 Acting Chief Terry Ahlers, Fire Dept.

☒  Date 10-30-19
☒ Jason Morris, City Engineer

☐ _____ Date _____
 George Garrison, DPW Superintendent

☐ _____ Date _____
 Ali Church, Interim Dir. Planning & Dev.

☐ _____ Date _____
 Nick Crispino, Information Systems Manager

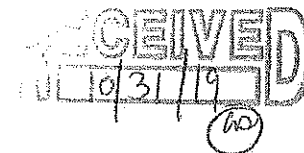
☐ _____ Date _____
 Derrick Stanton, Recreation Director

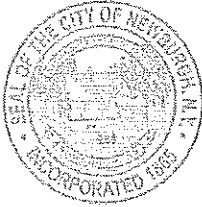
☐ _____ Date _____
 Michelle Mills, Civil Service Administrator

☐ _____ Date _____
 Ellen Fillo, Community Development Director

☐ _____ Date _____
 Wayne Vradenburgh, Water Superintendent

☐ _____ Date _____
 Other Staff

 Title




CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845) 569-7448/Fax (845) 569-7349
www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.
City Engineer
jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.
Assistant City Engineer
cwade@cityofnewburgh-ny.gov

Zakia R. Alam
Junior Civil Engineer
zalam@cityofnewburgh-ny.gov

October 30, 2019

Joseph P. Donat
City Manager
83 Broadway
Newburgh, NY 12550

RE: Emergency Procurement Authorization - 82 Clinton Street Building Collapse & Demolition

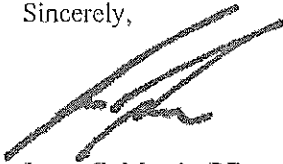
Mr. Donat,

During the morning of Friday, October 25, 2019, the City was contacted by the owner of 80 Clinton Street who had observed an overnight collapse of the east wall of the two story brick garage structure which adjoins his lot to the west. I was alerted to this condition at approximately 9:54am the same day, and I arrived on the site at approximately 10:00am to assess site conditions. While on site, I observed numerous structural deficiencies in the subject garage located at the rear of 82 Clinton Street. The west facing wall of the two story brick garage structure was intact, but was deflected inwards towards the interior of the garage. I accessed the east facing wall through the yard of the neighboring property located at 80 Clinton Street. I observed that the east wall had partially collapsed into the rear yard of 80 Clinton Street. Bricks, soil/ash, and automotive related debris was scattered throughout the neighboring lawn area. I observed step-cracking in the portions of the brick wall that remained intact above the collapsed area. The previous owners had installed structural steel on the interior of the building to support a failed wooden roof structure. This previously installed structural steel is supported by steel columns located along the interior of the east and west facing walls. The base plate of the steel column located at the midpoint of the building along the east wall was observed to be completely unsupported and "floating" over the concrete slab as observed from the exterior of the building through the collapse in the east facing wall. The removal of the supporting footing and slab from below this column has transferred a large tributary area of the roof loads to the remains of the unstable brick wall over the area of the collapse on the east side of the building. A significant bulge also exists in the area of the brick wall that remains intact along the east side of the building which indicates that soil pressure below the slab area is pushing this wall outwards leading to further settlement of the concrete slab on the interior of the garage which may lead to further destabilization

of the other remaining steel columns actively supporting the roof structure. Limited observation of the interior of the building through the garage doors revealed numerous hazardous substances including propane tanks, petroleum products, typical automotive related fluids and chemicals, and other unknown materials buried below piles of debris and trash located on the interior of the garage. The presence of oxyacetylene tanks could not be ruled out by the City due to the inability to conduct a thorough interior investigation. The Fire Department was contacted to advise the neighbors and to delineate the collapse zone within the neighboring yards with caution tape. The City's Fire Department contacted New York Fire and Department of Homeland Security to seek advice on the removal of hazardous substances from within the interior of the garage area. Crews from State Fire & DHS flew a drone over the roof of the property to gather additional information. The City has also contacted Quality Environmental Solutions (QUEST) to commence the process of developing a work plan for the safe removal and proper disposal of the hazardous materials and to draft a request to the New York State Department of Labor for a variance to demolish the building with asbestos in-place. The neighboring property owner at 84 Clinton Street has also been advised of the situation and has been ordered to vacate the structure ahead of the planned demolition of 82 Clinton Street. The City is currently awaiting the receipt of both the NYSDOL variance and contractor quotes for the emergency demolition of this structure.

It is my recommendation that due to the potential danger to life, health, safety and property, the City Manager immediately issue an emergency declaration to authorize the funds and execute the contracts necessary to immediately demolish the structure, and to properly secure and dispose of any hazardous materials, including contaminated soils, associated with the demolition.

Sincerely,



Jason C. Morris, PE
City Engineer

Attachments: 82 Clinton Street Order to Demolish, dated October 28, 2019

Cc: Michelle Kelson – Corporation Counsel
Todd Venning, J.D., M.S. – Comptroller
William Horton – Assistant Chief of Fire Prevention & Building Inspector

Emergency Procurement Method Approved By: *Joseph P. Donat, City Manager*

10/31/19

Date:



CITY OF NEWBURGH

FIRE DEPARTMENT

Office of Fire Prevention

123 Grand Street, Newburgh, New York 12550

Phone: 845-569-7419 Fax: 845-569-7435

TO: Joseph Donat, City Manager
83 Broadway
Newburgh, NY 12550

FROM: William F. Horton, Asst. Chief of Fire Prevention & Building Inspector

DATE: October 28, 2019

SUBJECT: 82 Clinton Street, City of Newburgh
ORDER TO DEMOLISH

Following a review of the building file and a field inspection of the rear garage at 82 Clinton Street on October 28, 2019; below are my findings and conclusions:

The building is a two-story garage of ordinary construction including brick walls on a brick and stone foundation that has been used primarily for storage by the residents at 82 Clinton up until the date that the property was acquired by the City of Newburgh as the result of failing to pay property taxes. Prior to that, it was known to be used in several capacities including an unlicensed motor vehicle repair shop. As you are aware, the building suffered a partial collapse sometime on or before October 25, 2019. Presently, it is evident that the remaining exterior walls are deflecting or shifting in a manner that could result in a complete collapse of the building.

The building in its present condition poses an immediate threat to public safety and subsequently has been condemned. I hereby order you as the owner to obtain all required permits and New York State Department of Labor variances and move forward with the emergency demolition of the rear garage at 82 Clinton Street without delay.

RESOLUTION NO.: 309 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION DECLARING 6 POLICE DEPARTMENT VEHICLES,
6 DEPARTMENT OF PUBLIC WORKS VEHICLES, AND
WATER DEPARTMENT EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Police Department possess vehicles identified as a 2006 Chevrolet Impala, a 1999 Ford Crown Victoria, a 2001 Ford Crown Victoria, a 2008 Ford Crown Victoria, 2001 Cadillac Deville and 2002 Mitsubishi Galant which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses vehicles identified as a 1999 Ford E350, a 1976 Ford A64, a 1984 Trojan, a 1975 John Deere, a 1977 air compressor, and a 1989 Cummings Engine which are no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses a Pacific Tek vacuum with valve turner which is no longer of use to the City; and

WHEREAS, the Water Department, the Department of Public Works and the Police Department have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 13 vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

309-19



Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Police	2006 Chevrolet Impala	Police Car	1	\$500.00	\$500.00	Auction		\$500.00
Police	1999 Ford Crown Victoria	Police Car	1	\$250.00	\$250.00	Auction		\$250.00
Police	2001 Ford Crown Victoria	Police Car	1	\$500.00	\$500.00	Auction		\$500.00
Police	2008 Ford Crown Victoria	Police Car	1	\$800.00	\$800.00	Auction		\$500.00
Police	2001 Cadillac Deville	Police Car	1	\$2,000.00	\$2,000.00	Auction		\$2,000.00
Police	2002 Mitsubishi Galant	Police Car	1	\$200.00	\$200.00	Auction		\$200.00
DPW	1999 Ford E350	Bus	1	\$700.00	\$700.00	Auction		\$700.00
DPW	1976 Ford A64	Loader	1	\$1,500.00	\$1,500.00	Auction		\$1,500.00
DPW	1984 Trojan	Loader	1	\$1,500.00	\$1,500.00	Auction		\$1,500.00
DPW	1975 John Deere	Loader Back Hoe	1	\$1,500.00	\$1,500.00	Auction		\$1,500.00
DPW	1977 Air Compressor	Front Mount Air Compressor	1	\$500.00	\$500.00	Auction		\$500.00
DPW	1989 Cummins Engine	5.9 Cummins Engine Assembly	1	\$300.00	\$300.00	Auction		\$300.00
Water Dept.	Pacific Tek	Vacuum w/ Valve Turner	1	\$200.00	\$300.00	Auction		\$200.00

RESOLUTION NO.: 310 - 2019

OF

DECEMBER 9, 2019

RESOLUTION AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR UNUSED OCTC RESERVE EXPENSES AND TO RECORD AN
INTERFUND TRANSFER FOR DEBT SERVICE FOR THE BROADWAY COURTHOUSE

WHEREAS, it is necessary to adjust the 2019 Budget to reflect OCTC Reserve funds that were not used for expense purposes and to record an inter-fund transfer for debt service for the Broadway Courthouse; 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:

		<u>Decrease</u>	<u>Increase</u>
A.0000.5111	OCTC Expense	\$247,000.00	
A.0000.5050	Inter-fund Transfer Debt Service		\$1,808,964.31

310-19

CITY OF NEWBURGH

CITY COMPTROLLER'S OFFICE
83 BROADWAY
NEWBURGH, NY 12550
Phone 845-569-7320 Fax 845-569-7490

INVOICE

DATE: October 1, 2019
INVOICE # DPW-1901

CD1.8686.0400.8136.2018
IDIS#583 - PI

Bill To:
PLANNING & DEVELOPMENT

DESCRIPTION		AMOUNT
DPW - ADA SIDEWALKS		
INVOICE TO REIMBURSE CITY FOR DPW EMPLOYEES WHO DID WORK FOR ADA SIDEWALKS		
PAT SHAUGHNESSY	120 HRS @ \$47.14	5,656.80
JOHN COLURCIELLO	104 HRS @ \$47.14	4,902.56
GEORGE DUNLOP	128 HRS @ \$42.37	5,423.36
WILLIAM MORRISOHN	24 HRS @ \$47.14	1,131.36
ALFREDO GRANADO	88 HRS @ \$40.21	3,538.48
STEPHEN BRODSKY	96 HRS @ \$41.93	4,025.28
DEREK PASSARO	32 HRS @ \$41.93	1,341.76
WILLIAM TARSIO	8 HRS @ \$40.21	321.68
PLEASE RETURN THIS COPY WITH PAYMENT, THANK YOU		
Make all checks payable to CITY OF NEWBURGH		NET AMOUNT DUE: \$ 26,341.28

If you have any questions concerning this invoice, contact 845-569-7362

RESOLUTION NO.: 311 - 2019

OF

DECEMBER 9, 2019

RESOLUTION AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR CDBG REIMBURSEMENT TO DEPARTMENT OF PUBLIC WORKS
FOR ADA SIDEWALK COMPLIANCE WORK

WHEREAS, it is necessary to adjust the 2019 Budget to reflect CDBG reimbursement in the amount of \$26,341.28 to the Department of Public Works for ADA sidewalk compliance work; 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:

		<u>Increase</u>
<u>Revenue</u>		
A.0000.1710.0001	Public Works Services.	\$26,341.28
<u>Expense</u>		
A.5142.0205	Snow Other Equipment	\$ 7,450.00
A.5110.0205	DPW Streets Other Equipment	\$18,891.28

RESOLUTION NO.: 312 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND THE NEW YORK STATE
MUNICIPAL WORKERS' COMPENSATION ALLIANCE
FOR WORKERS' COMPENSATION INSURANCE

WHEREAS, the City of Newburgh wishes to enter into the annexed agreement with the New York State Municipal Workers' Compensation Alliance; and

WHEREAS, the agreement provides workers' compensation insurance claims management and related services for the period of January 1, 2020 to December 31, 2021; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with the New York State Municipal Workers' Compensation Alliance, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation insurance claims management and related services.

312-19
City of Newburgh

Commercial Insurance Proposal

City of Newburgh

City Hall, 83 Broadway
Newburgh, NY 12550



COVERAGE: WORKERS COMPENSATION

Effective Date:

01/01/2020 - 12/31/2020



Brown & Brown of NY, Inc.

DBA Spain Agency

625 Route 6

Mahopac, NY 10541

845-628-1700


Spain Agency

INTRODUCTION TO THE AGENCY

About US

Spain Agency is comprised of a team of professional, caring, conscientious people committed to maintaining the highest standard of excellence in all that we do.

Our goal is to establish a firm, long lasting partnership, built on trust and service, with each of our clients.

We are an Independent Insurance Agency. We do not work for an insurance company; we work for you. We work on your behalf when you have a loss and follow through to see that you get fair, prompt payment and service.

We represent a carefully selected group of financially sound, reputable insurance companies; therefore, we are able to offer you the best coverage at the most competitive price.

Spain Agency is prepared to provide you with a no cost, no obligation review and analysis of your insurance.

History

Spain Agency has been building client loyalty through quality service since 1922. We have insured businesses throughout the United States and Canada through three generations from William H. Spain to William D. Spain to Michael H. Spain. Our knowledge and flexibility is channeled into specific areas of expertise, creating account teams who can service each of our clients needs.

For more than 90 years, Spain Agency has been providing professional and personal service to our clients, who range from local retail business to international firms. From common coverages to unusual risks, we manage all types of exposures by designing effective risk management and insurance programs.

Spain Agency's reputation and track record in the industry allow us to provide comprehensive coverages at competitive prices from a large array of financially sound insurance companies. We at Spain Agency strive to maintain the highest standard of excellence in all that we do and to establish a personal relationship with each of our clients.

This is confidential information and not subject to FOIL

Welcome to **Spain Agency!** Our hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Any other office hours are made by appointment. The service team assigned to manage your account is:

Syed AliKieran Boyle	X7015	Risk Manager	kboyle@spainins.com
Syed Ali	X7025	Risk Manager	sali@spainins.com
Diane Greenberg	X7009	Account Representative	dgreenberg@spainins.com
Lori Glassman	X7018	Claims and Commercial Lines Service Manager	lglassman@spainins.com
Eileen Hogan	X7010	Senior Claims Representative/Loss Control	ehogan@spainins.com
Michael H. Spain	X7021	President	mspain@spainins.com
Brian Miles	X7003	Executive Vice President	bmiles@spainins.com
Gina Racioppo	X7012	Personal Lines Team Leader	gracioppo@spainins.com

Any of these staff members will be pleased to assist you with your service needs. Your primary contact will be **Diane Greenberg**.

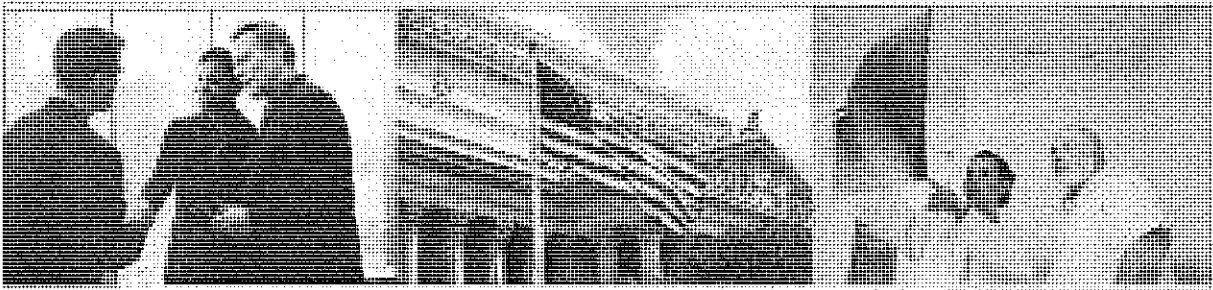
Spain Agency
www.spainins.com

625 Route 6
Mahopac, NY 10541

845-628-1700 Phone
845-628-1804 Fax

COMP ALLIANCE

New York State
Municipal Workers'
Compensation Alliance



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Support the workers' compensation program designed to meet your unique needs. See why the NYS Municipal Workers' Compensation Alliance is one of the fastest growing programs in New York State.

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- ❸ Long Term Price Stability, Less Than 10% Average Yearly Increases
- ❹ No Retroactive Premium Payroll Audit Charges
- ❺ Aggressive Claims Management and Pro-Active Loss Control Services
- ❻ Municipal Volunteer Coverage at no Additional Charge
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Loren Prett - Vice President Marketing

Phone: 315-727-1031

Email: lprett@nyscompalliance.com

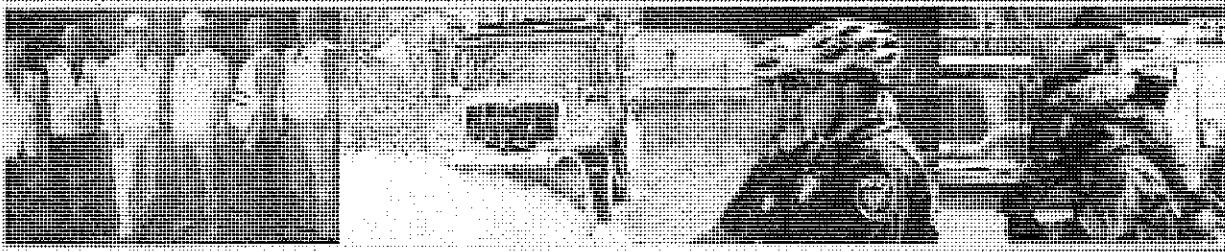
www.compalliance.org

WRIGHT
First Insurance Group

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COM**

COMP ALLIANCE

New York State
Municipal Workers'
Compensation Alliance



Checklist for an effective safety program

- ☐ Management commitment & involvement
- ☐ Employer statement of policy
- ☐ Employee training, education & involvement
- ☐ Establish and enforce safety rules & policies
- ☐ Documentation & recordkeeping
- ☐ Timely accident reporting procedures
- ☐ Thorough accident investigation and follow-up process
- ☐ Hazard evaluations for every job task
- ☐ Routine safety inspections of all operations
- ☐ Compliance to state & federal regulations
- ☐ Establish an effective safety committee with regularly scheduled meetings

For more information on how we can help you personalize your safety program
and help control your workers' compensation costs please contact us today:

Laurie Noonan - Risk Management Coordinator

Email: lnoonan@wrightriskinsurance.com

Phone: 814-589-5454

www.compalliance.org



Risk Management Services



www.compalliance.org

We do more than just pay claims. The Risk Control Specialists at the Comp Alliance will work with you to develop long-term solutions to reduce your workers' compensation exposure.

In its 20 year history, the program has had over a 98% member retention rate - a testament to the exceptional, on-staff risk management employees dedicated to the Comp Alliance.

These Risk Management Member Services Include:

1. On-Site Risk Management Evaluations

- Interview Key Personnel and Dept. Heads
- Loss/Claims Review
- Inspections of Main Facilities
- Personalized Recommendations for Improved Safety

2. Ongoing Consultative Service Visits

- Safety Committee Development/Participation
- Board Meeting/Dept. Head Meeting Participation

3. Loss Control Service Tools

- On-site Safety Awareness Training
- Regional Safety Awareness Seminars
- Accident/Employee Injury Review Training

4. WCA Safety Training

- Slip/Fall Prevention
- Personal Protective Equipment
- Hazard Communication/Right to Know
- Lockout Tagout
- Bloodborne Pathogen
- Chainsaw Safety
- Excavation/Trenching Safety
- Driver Safety
- Workplace Violence Prevention
- Confined Space Awareness

5. Other Services

- Website Bulletins and Articles
- Newsletter
- High Exp. Mod. Review and Consultation

For more information on how we can help you personalize your safety program and help control your workers' compensation costs please contact:

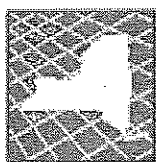
Laurie Noonan, Risk Management Coordinator

Phone: 914-689-5454 E-mail: lnoonan@wrightinsurance.com www.compalliance.org



WRIGHT
Risk Management

NY
COM



PERMA

Introductio *Public Employer Risk Management A*

PERMA, Public Employer Risk Management Association, Inc. is a member-owned, not-for-profit entities providing risk management services and workers' compensation coverage through a program.

PERMA was founded in 1982 by the New York Conference of Mayors and other Municipal Officials local units of government with a cost-effective alternative to traditional workers' compensati improve the quality of services provided to injured employees.

PERMA has been administered by Northeast Association Management, Inc. (NEAMI) since 1 staff of approximately 80 professionals, provides claims management services, as well as nurse ca management, coverage underwriting, and general member services.

PERMA'S PHILOSOPHY

PERMA believes that the effective management of workers' compensation costs occurs when municipal employer, claims administration and medical provider all work toward the same objectiv objectives are:

- Reduce the total number of work related injuries
- Provide its members with access to excellent, convenient medical care
- Assure a prompt and safe return-to- work program for the injured worker
- Insure timely adherence to all regulations of the NYS Workers' Compensation Board

PERMA also believes that program excellence is the only acceptable standard for our membership dedicated to a process of continuous evaluation, research and improvement.

MISSION STATEMENT

The Public Employer Risk Management Association, PERMA, is a not-for-profit membership organ quality-driven workers' compensation coverage to New York State public entities.

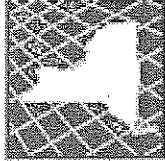
PERMA's mission is to improve workplace safety, provide excellent care for injured employees and work as safely as possible.

In order to meet its mission, PERMA strives to maintain close and continuous contact with member understand their changing needs. PERMA also intends to grow its membership to further divers while maintaining a high level of member satisfaction.

VALUES STATEMENT

First and foremost we value our members and their employees. To best serve them we are committe

- Superior coverage at appropriate prices
- A safe work environment for all PERMA members
- Quality care and personal service
- Results-oriented education and training



Risk *Comprehensive training and spec*

PERMA has the widest selection of risk management solutions of any workers' compensation coverage p State. We pride ourselves on assisting our members with everything from OSHA compliance and HR train and claims trending.

RISK ANALYSIS

Contact – Debbie Stickle, senior director of risk analytics, dstickle@neami.com; 888-737-6269, ext. 22179

PERMA employs risk analytics to shed light on areas of stronger and weaker risk management. We want accidents are most common, what safety measures work, and what types of claims cost the most. And w

- Pool-wide, creating targeted programs and services to the highest risk groups, such as PTSD awareness: guard trainings, and comparative equipment studies for police.
- For groups of similar members, combining and sharing data to create perspective into their risk profiles. Members can then work together to share best practices and build strong safety cultures.
- To individual members, by creating risk profiles that illuminate high-risk areas, and then applying targe

PROGRAM MANAGEMENT

Contact - Christian Summers, risk management program manager, csummers@neami.com; 888-737-6269, ext. 22179

Utilizing the results of data analysis, we are continually developing, implementing, and promoting an eff management philosophy, policy and standards among PERMA members through various communication. The risk group specialists and program manager turn analytics into targeted solutions to mitigate risk for **RISK GROUP SPECIALISTS**

Contact – Lewis Moskowitz, public safety risk management specialist, lmuskowitz@neami.com; 888-737-6269, ext. 22179; Edmund Starowicz, public works risk management specialist, estarowicz@neami.com; 888-737-6269, ext. 22179

PERMA's first claims modeling project was initiated to determine how to allocate risk management resou right solutions, in the right place, at the right time. Within the first year, we identified police losses as the tailored loss control initiatives, and by year two, identified public works as the secondary target. PERMA's works specialists provide targeted interventions in the highest risk areas, such as EMS and fire assists, low mental stress and trauma, traffic control, training-related injuries, and motor vehicle accidents.

Lew and Ed are available to consult with members anytime and provide loss control and risk management guidance, and services in their respective specialties to PERMA members.

REGULATORY COMPLIANCE AND HAZARD AUDITS

Contact – Sarah O'Brien, risk management consultant, sobrien@neami.com; 888-737-6269, ext. 22156; Norm Wiley, risk management consultant, nwiley@neami.com; 888-737-6269, ext. 22128

One of the fundamental tasks of any risk management program is to provide compliance assistance for fi state (PESH) training requirements and perform physical worksite inspections. PERMA provides both of t to all PERMA members, including participants in our county plans. Our consultants also respond to risk al PERMA case analysts and patient advocates in regards to claim particulars.

ADDITIONAL SERVICES

NEW YORK COMPENSATION DISCLOSURE

Insurance producers licensed by the State of New York are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to compensation we will receive, other parties such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation (derived from your premium payments) for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. Additionally, it is possible we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors that are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We generally do not know if a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date premiums are remitted to the insurance company or intermediary. If we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at 1-800-247-5521 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

WORKERS COMPENSATION/EMPLOYERS LIABILITY**Coverage Details**

Coverage	Increased employer's liability
Each Accident	100,000
Disease-Policy Limit	500,000
Disease-Each Employee	100,000

**Higher Limits may be available upon request
Not subject to Audit**

Classifications

State	Code	Description	Payroll
NY	7720	Police Officers & Drivers	\$18,477.00
NY	9102	Parks NOC - All Employees & Drivers	\$293,930.00
NY	8391	Auto Gas Station	\$293,604.00
NY	7580	Sewage Disposal Plant	\$405,132.00
NY	9410	Municipal Township NOC	\$1,018,003.00
NY	8810	Clerical Office Employees	\$3,794,808.00
NY	9063	YMCA - All Employees & Clerical	\$412,294.00
NY	8831	Hospital -Veterinary	\$22,962.00
NY	7520	Waterworks Operation	\$951,197.00
NY	5506	Street & Road Construction	\$333,979.00
NY	7710	Firemen - Not Volunteer	\$4,773,637.00
NY	9026	Building Operations - Commercial	\$182,378.00
NY	9402	Street Cleaning & Drivers	\$28,140.00
NY	9015	Bathhouse - Beach	\$75,948.00
NY	9403	Garbage, Ashes or Refuse Collection	\$903,319.00
NY	8820	Attorney - All Employees & Clerical	\$316,762.00
Total Payroll			\$13,824,570

Premiums

Line of Business	Expiring 2019-2020 Comp Alliance (One-Year)	<u>Renewal Option #1</u> 2020 -2021 Comp Alliance (One-Year)	<u>Renewal Option #2</u> 2020-2021 PERMA (One-Year)	<u>Renewal Option #3</u> 2020-2021 Comp Alliance (Two-Year)	<u>Renewal Option #4</u> 2020-2021 PERMA (Two-Year)
Workers Compensation	\$1,330,176	\$1,301,826	\$1,226,630	\$2,304,083	\$1,226,630
Less 2% Credit if Premium is Paid in Full	N/A	N/A	-\$24,533	N/A	-\$24,533
Total Estimated One-year Cost	\$1,366,182	\$1,301,826	\$1,202,097	n/a	\$1,202,097
Total Estimated Two-year Cost				\$2,304,083	*2,336,729 - \$2,496,192

NYS Assessment is estimated and will be adjusted based on the actual reported payrolls (NYS Assessment figure is not include in above premium options – estimated annual figure of approx \$32,000).

*2 year option with PERMA is a loss sensitive program (your individual claims experience from 1/1/20 – 11/30/20 period will determine the premium amount for 1/1/21-1/1/22). We are showing the estimated total premiums from best case to worst case scenario.

- PERMA 2nd year funding, not including the estimated assessment \$31,826: (actual rates for next years' assessment will not be known until 10/1/20)
 - \$1,134,632: If the Loss Ratio in year one is under 20%
 - \$1,195,963: If the Loss Ratio in year one is between 20% - 40%
 - \$1,226,629: If the Loss Ratio in year one is between 40% - 60%
 - \$1,294,094: If the Loss Ratio in year one is over 60%

PERMA TERMS & CONDITIONS

PERMA Two-Year Policy conditions:

- If the Member seeks to terminate the agreement prior to 1/1/22 a short-rate penalty will apply to the total contribution \$2,520,723.
- A payroll audit will be performed, however, this is only to verify that the exposure estimates are accurate for coding and excess insurance purposes. A change in contribution will not be processed.
- The contribution for Year Two of the contract will depend on the resulting loss experience from 1/1/20 – 11/30/20. For purposes of this calculation, Loss Ratio is defined as incurred losses divided by earned contribution as of 11/30/20.
- In addition to the Year Two contribution indicated above, the member is responsible for the applicable NYS Workers Compensation Board (WCB) Assessments. PERMA is required to collect this on behalf of the WCB and pass through the monies to the WCB when invoiced. The WCB additionally may audit the related payrolls quarterly and adjust the billing as needed.

PERMA miscellaneous conditions:

- The City's safety committee must have all major departments represented, including the Fire Department, and meet at least quarterly. PERMA would like to send representation to several of the meetings to give updates, discuss new initiatives and generally assist in having well run meetings.
- The City shall name and appoint a formal safety coordinator within the first 90 days of joining PERMA. PERMA would like the safety coordinator to complete the initial and advanced safety coordinator training.
- For any workers compensation injuries (other than "notification only" reports), the City must utilize the PERMA incident review form, or another comparable form, and perform root cause analysis reviews regularly, preferable at safety meetings. Copies of the completed forms should be provided to PERMA upon request.
- PERMA's Member Services Department will schedule a meeting with the City six months into the coverage year and yearly afterwards. The purpose of this meeting is to review information that they have on file for the City, which includes a recap of claims and history of the City's experience modification factor, as well as the City's engagement in the PERMA program. This meeting is a way for the City to be face-to-face with a PERMA representative whose role is to maintain the City's satisfaction with the services provided. It is an opportunity for the City to discuss their needs and have an advocate assist in addressing any concerns or questions.
- The City will agree to engage PERMA at or above their member average utilization rate of 23%. Sample types of available programs and activities are included.

Workers Comp Claims Summary

Policy Period	Total # Claims	# Open Claims	Reserve	Paid	Total Incurred (Valued 9/26/19)	Total Incurred (Valued 12/31/18)	+/- Change
1/1/19-20	29	26	\$160,184	\$61,583	\$221,767	N/A	N/A
1/1/18-19	47	19	\$313,566	\$463,644	\$777,210	\$555,219	+\$221,991
1/1/17-18	44	12	\$300,995	\$533,487	\$834,482	\$704,544	+\$129,938
1/1/16-17	29	5	\$184,897	\$233,634	\$418,531	\$392,220	+\$26,311
1/1/15-16	27	1	\$50	\$353,034	\$353,084	\$357,359	-\$4,275
1/1/14-15	38	6	\$271,145	\$993,188	\$1,264,333	\$1,188,050	+\$76,283

Total Incurred Losses in Experience Rating Period:

1/1/20: \$2,030,223

1/1/19: \$1,454,123

Experience Modification Rate History:

1/1/20: 1.52

1/1/19: 1.30

1/1/18: 1.40

1/1/17: 1.40

1/1/16: 1.62

1/1/15: 1.29

- Safety Committee Meetings held on 2/8/19 & 3/15/19
- PESH Safety Training: scheduled for 12/17/19 & 12/18/19
- Claim review meeting scheduled for 11/15/19
- Safety Committee Meeting updates – we would like to assist in coordinating future safety meetings on a more regular basis.

Disclaimer

The insurance proposal is prepared based on data furnished by you for our review. It is not to be construed as an exact or complete analysis of the policies or is legal evidence of insurance. It is only a brief outline of your insurance coverage and is for information purposes only. In the event of a difference, the provisions of the policy will prevail. Please read your policy carefully for a thorough understanding of all terms, conditions and exclusions.

You will receive a separate invoice for the estimated New York State assessment shortly. The process for collecting the assessment is explained below, and is required by changes in law. Please take a moment to review the assessment process below.

The law and accompanying rules established by the Workers' Compensation Board require that this assessment be calculated based on your payroll, and remitted to the State on a quarterly basis along with a quarterly payroll report. They have also reserved the right to make adjustments to the assessment rate during the fiscal year. Accordingly, the Comp Alliance will collect the estimated amount based on current payroll and the assessment rate in effect at the time of renewal.

As a member of the Comp Alliance, you are responsible for submitting quarterly payroll reports to the Comp Alliance so that they may accurately report this information to the Workers' Compensation Board when assessment payments are remitted. The regulations require that the payroll reported to the Comp Alliance for each quarter must be consistent with payroll reported to state or federal government agencies for other purposes. The Comp Alliance will notify you of any changes in the assessment rate. **The amount of your estimated assessment may change based on your quarterly payroll or a change in rates by the Workers' Compensation Board.**

This is confidential information and not subject to FOIL

NOTICE AND ACKNOWLEDGEMENT OF ASSESSABLE AND FINANCIAL CONDITION

Brown & Brown of New York Inc. DBA Spain Agency and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Your coverage is being placed in , New York State Municipal Workers' Compensation Alliance a self-insurance fund which is currently unrated by A.M Best Company. In order to obtain coverage you are agreeing to membership in (New York State Municipal Workers' Compensation Alliance and all other underwriting guidelines, conditions and requirements set forth by New York State Municipal Workers' Compensation Alliance.
- New York State Municipal Workers' Compensation Alliance is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as New York State Municipal Workers' Compensation Alliance may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the New York State Municipal Workers' Compensation Alliance involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by the New York State Municipal Workers' Compensation Alliance
- Your attention is directed particularly to that portion of your membership or participation agreement which points out that it is fully assessable. This means to meet loss obligations, each member can be assessed to make up the deficiency. Any assessment will be levied on and payable by all members of the New York State Municipal Workers' Compensation Alliance for the year the deficit occurs, whether or not you are still a member at the time the assessment is levied. The purpose of bringing this provision to your attention is not to cause undue concern, but simply to alert you that prudent business practices should be observed with regard to proper investigation of the financial condition of any self-insured provider, and to encourage your inquiry about any aspects of the contractual agreements.
- You have had an adequate opportunity to make a thorough and complete inquiry into the New York State Municipal Workers' Compensation Alliance's financial condition and the terms and conditions of membership in the New York State Municipal Workers' Compensation Alliance, including to review it with your accountants, legal counsel and advisors, and enter into your relationship with New York State Municipal Workers' Compensation Alliance knowingly, voluntarily and with a full understanding of the risks.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured:	City of Newburgh
Policy Number:	WCNEWBURGH
Policy Period:	01/01/2020 - 12/31/2020
Date of Notice:	November 26, 2019
* A.M. Best Rating Guide:	Rating for Stability: A++ to D = Highest to lowest rating
	Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating
	Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

NOTICE AND ACKNOWLEDGEMENT OF FINANCIAL CONDITION

Brown & Brown of Brown & Brown of New York, Hudson Valley, and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Insurance coverage is being quote through the **Public Employers Risk Management Association ("PERMA")**, a member-owned New York municipal association which is currently unrated by AM Best. In order to obtain insurance coverage, you are agreeing to membership in **PERMA** and all other underwriting guidelines, conditions and requirements set forth by **PERMA**.
- **PERMA** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as **PERMA** may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the PERMA involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by PERMA.
- You have had an adequate opportunity to make a thorough and complete inquiry into the **PERMA's** financial condition and the terms and conditions of membership in PERMA, including reviewing it with your accountants, legal counsel and advisors, and enter into your relationship with PERMA knowingly, voluntarily and with a full understanding of the risks.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured: City of Newburgh
Line of Coverage(s): Workers Compensation
Policy Number(s): 1/1/20 WC
Policy Period(s): 01/01/2020 - 12/31/2020
Date of Notice: November 7, 2019

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
Financial Size Category: XV to I - Largest to smallest rating
Financial Size Category: XV to I - Largest to smallest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

A.M. BEST RATING OF PROPOSED CARRIERS

Policy Type	Carrier	Rating	Admitted/ Non-Admitted
Workers Compensation	NY State Municipal Workers Compensation Alliance	Not Rated	Admitted
Workers Compensation	PERMA	Not Rated	Admitted

A++, A+	Superior	B++	Good	C++, C+	Marginal
A, A-	Excellent	B, B-	Fair	C, C-	Weak

General Rating:

These rating classifications reflect BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

Financial Size Category:

The Financial Size Category is an indication of the size of an Insurer and is based on reported Policyholders' surplus plus conditional or Technical Reserve Funds, such as mandatory securities valuation reserve, other investment and operating contingency funds and/or miscellaneous voluntary reserves in liabilities.

A. M. Best's Insurance Reports provides financial solvency ratings for insurance companies. The following chart explains Best's rating system.

Financial Size Category	Adjusted Policyholder's Surplus (\$000's)		
Class I	Up	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	or	Greater

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. Brown & Brown does not guarantee financial condition of the insurers listed above.

AGENCY CUSTOMER ID: _____

**ELECTRONIC DELIVERY SUPPLEMENT**

DATE (MM/DD/YYYY)

AGENCY		CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED(S)	

ELECTRONIC SELECTION / REJECTION OPTION FORM

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Select electronic delivery and paper delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

☐ **SELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION**

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy, unless I advise my insurer to continue to provide paper copies in addition to electronic copies.

- ☐ Insurance Policy
- ☐ Identification Card
- ☐ Notices of Cancellation
- ☐ Notices of Nonrenewal
- ☐ Other supporting documents in connection with my insurance policy

☐ **SELECTION OF ELECTRONIC DELIVERY AND PAPER DELIVERY OPTION**

I select the option to receive both electronic and paper copies of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy.

☐ **REJECTION OF ELECTRONIC DELIVERY OPTION**

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I will continue to receive paper copies of such documents.

☐ **WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY**

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy. I elect to receive paper copies of such documents in the future.

ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

APPLICANT / NAMED INSURED SIGNATURE

DATE (MM/DD/YYYY)

NOTICE AND ACKNOWLEDGEMENT OF ASSESSABLE AND FINANCIAL CONDITION

Brown & Brown of New York Inc. DBA Spain Agency and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Your coverage is being placed in , New York State Municipal Workers' Compensation Alliance a self-insurance fund which is currently unrated by A.M Best Company. In order to obtain coverage you are agreeing to membership in (New York State Municipal Workers' Compensation Alliance and all other underwriting guidelines, conditions and requirements set forth by New York State Municipal Workers' Compensation Alliance.
- New York State Municipal Workers' Compensation Alliance is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as New York State Municipal Workers' Compensation Alliance may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the New York State Municipal Workers' Compensation Alliance involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by the New York State Municipal Workers' Compensation Alliance
- Your attention is directed particularly to that portion of your membership or participation agreement which points out that it is fully assessable. This means to meet loss obligations, each member can be assessed to make up the deficiency. Any assessment will be levied on and payable by all members of the New York State Municipal Workers' Compensation Alliance for the year the deficit occurs, whether or not you are still a member at the time the assessment is levied. The purpose of bringing this provision to your attention is not to cause undue concern, but simply to alert you that prudent business practices should be observed with regard to proper investigation of the financial condition of any self-insured provider, and to encourage your inquiry about any aspects of the contractual agreements.
- You have had an adequate opportunity to make a thorough and complete inquiry into the New York State Municipal Workers' Compensation Alliance's financial condition and the terms and conditions of membership in the New York State Municipal Workers' Compensation Alliance, including to review it with your accountants, legal counsel and advisors, and enter into your relationship with New York State Municipal Workers' Compensation Alliance knowingly, voluntarily and with a full understanding of the risks.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

Named Insured: City of Newburgh
Policy Number: WCNEWBURGH
Policy Period: 01/01/2020 - 12/31/2021
Date of Notice: November 26, 2019
*** A.M. Best Rating Guide:** Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

RESOLUTION NO.: 313 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 36 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 46)
AT PRIVATE SALE TO JOSE PALOMINO FOR THE AMOUNT OF \$5,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 36 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 46, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 13, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
36 Hasbrouck Street	38 - 3 - 46	Jose Palomino	\$5,000.00

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

313-19

Terms and Conditions Sale 36 Hasbrouck Street, City of Newburgh (SBL: 38-3-46)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$1,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Jose Palomino

RESOLUTION NO.: 314 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 126 CARSON AVENUE (SECTION 45, BLOCK 10, LOT 16),
130 CARSON AVENUE (SECTION 45, BLOCK 10, LOT 18),
134 CARSON AVENUE (SECTION 45, BLOCK 10, LOT 20), AND
140 CARSON AVENUE (SECTION 45, BLOCK 10, LOT 23) AT PRIVATE SALE
TO WILLIAM J. MCCARTNEY III FOR THE TOTAL AMOUNT OF \$4,000.00

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 126 Carson Avenue, 130 Carson Avenue, 134 Carson Avenue, and 140 Carson Avenue, being more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20, and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before March 13, 2020, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchase Price</u>
126 Carson Avenue	45 - 10 - 16	\$1,000.00
130 Carson Avenue	45 - 10 - 18	\$1,000.00
134 Carson Avenue	45 - 10 - 20	\$1,000.00
140 Carson Avenue	45 - 10 - 23	\$1,000.00

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

314-19

Terms and Conditions Sale

126 Carson Avenue, City of Newburgh (SBL: 45-10-16)

130 Carson Avenue, City of Newburgh (SBL: 45-10-18)

134 Carson Avenue, City of Newburgh (SBL: 45-10-20)

140 Carson Avenue, City of Newburgh (SBL: 45-10-23)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) 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 twenty-four (24) 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 twenty-four (24) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* 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 all four (4) properties are located 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.

ACKNOWLEDGED AND AGREED

Date: _____

William J. McCartney III

RESOLUTION NO.: 315 -2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO DUPAR REALTY TO THE PREMISES KNOWN AS
15 SEQUESTERED ROAD (SECTION 7, BLOCK 1, LOT 14)**

WHEREAS, on January 5, 2018, the City of Newburgh conveyed property located at 15 Sequestered Road, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 1, Lot 14, to Dupar Realty; and

WHEREAS, an officer of Dupar Realty has requested a release of the restrictive covenants contained in said deed; and

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

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

315-19

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 15 Sequestered Road, Section 7, Block 1, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated January 5, 2018, from THE CITY OF NEWBURGH to DUPAR REALTY, recorded in the Orange County Clerk's Office on January 22, 2018, in Liber 14352 of Deeds at Page 265 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: 316-2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ANTHONY CONTRERAS
TO THE PREMISES KNOWN AS 17 FORSYTHE PLACE
N/K/A 19 FORSYTHE PLACE (SECTION 9, BLOCK 2, LOT 10)

WHEREAS, on October 11, 1995, the City of Newburgh conveyed property located at 17 Forsythe Place n/k/a 19 Forsythe Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 9, Block 2, Lot 10, to Anthony Contreras; 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 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.

THE CITY OF NEWBURGH

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.: 317 -2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO 144 TERCERA CORP. TO THE PREMISES KNOWN AS
132 THIRD STREET (SECTION 18, BLOCK 9, LOT 14)**

WHEREAS, on November 4, 2016, the City of Newburgh conveyed property located at 132 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 9, Lot 14, to 144 Tercera Corp.; and

WHEREAS, an officer of 144 Tercera Corp. has requested a release of the restrictive covenants contained in said deed; and

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

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

317-19

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 132 Third Street, Section 18, Block 9, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 4, 2016, from THE CITY OF NEWBURGH to 144 TERCERA CORP., recorded in the Orange County Clerk's Office on November 28, 2016, in Liber 14142 of Deeds at Page 1336 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: 318 -2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CRISTHIAN D. CASTRO TO THE PREMISES KNOWN AS
22 CITY TERRACE (SECTION 29, BLOCK 5, LOT 27)

WHEREAS, on December 3, 2012, the City of Newburgh conveyed property located at 22 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 5, Lot 27, to Cristhian D. Castro; and

WHEREAS, Mr. Castro has requested a release of the restrictive covenants contained in said deed; and

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

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

318-19

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 22 City Terrace, Section 29, Block 5, Lot 27 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 3, 2012, from THE CITY OF NEWBURGH to CRISTHIAN D. CASTRO, recorded in the Orange County Clerk's Office on December 10, 2012, in Liber 13464 of Deeds at Page 1225 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO. 319 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING A SIX MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 254 LIBERTY STREET
(SECTION 18, BLOCK 6, LOT 26) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 254 Liberty Street, more accurately described as Section 18, Block 6, Lot 26 on the Official Tax Map of the City of Newburgh, by deed dated October 5, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 5, 2018; and

WHEREAS, by Resolution No.: 338-2018, of November 13, 2018, the City Council granted a nine (9) month extension of time to rehabilitate until August 13, 2019; and

WHEREAS, Joseph Donovan, a member of Hudson Todd LLC, the owner of property located at 254 Liberty Street in the City of Newburgh, has been unable to comply with the deadlines, but has attempted a good faith effort and intent to complete the rehabilitation; 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 Hudson Todd LLC be granted a six (6) month extension to rehabilitate the premises known as 254 Liberty Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before June 9, 2020, that being six (6) months from the date of this Resolution.

RESOLUTION NO. 320 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 146 THIRD STREET
(SECTION 18, BLOCK 10, LOT 7) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 146 Third Street, more accurately described as Section 18, Block 10, Lot 7 on the Official Tax Map of the City of Newburgh, by deed dated February 15, 2018; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about August 15, 2019; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of August 15, 2019, which expired on November 15, 2019; and

WHEREAS, Dmitry Pavlov, the owner of property located at 146 Third Street in the City of Newburgh, has been unable to comply with the deadlines, but has attempted a good faith effort and intent to complete the rehabilitation; 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 Dmitry Pavlov be granted a twelve (12) month extension to rehabilitate the premises known as 146 Third Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before December 9, 2020, that being twelve (12) months from the date of this Resolution.

RESOLUTION NO. 321 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 85 LANDER STREET
(SECTION 23, BLOCK 3, LOT 19) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 85 Lander Street, more accurately described as Section 23, Block 3, Lot 19 on the Official Tax Map of the City of Newburgh, by deed dated November 15, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about May 15, 2019; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of May 15, 2019, which expired on August 25, 2019; and

WHEREAS, Paulien Lethen, the owner of property located at 85 Lander Street in the City of Newburgh, has been unable to comply with the deadlines, but has attempted a good faith effort and intent to complete the rehabilitation; 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 Paulien Lethen be granted a twelve (12) month extension to rehabilitate the premises known as 85 Lander Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before December 9, 2020, that being twelve (12) months from the date of this Resolution.

RESOLUTION NO. 322 -2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING A SIXTH MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 382 LIBERTY STREET
(SECTION 10, BLOCK 1, LOT 37) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 382 Liberty Street, more accurately described as Section 10, Block 1, Lot 37 on the Official Tax Map of the City of Newburgh, by deed dated July 12, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about January 12, 2019; and

WHEREAS, in accordance with Paragraph 5 of the Terms of Sale, the City Manager has granted the allowable 3 month extension from the original date of January 12, 2019, which expired on April 12, 2019; and

WHEREAS, Alejandro Perez, the owner of property located at 382 Liberty Street in the City of Newburgh, has been unable to comply with the deadlines, but has attempted a good faith effort and intent to complete the rehabilitation; 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 Alejandro Perez be granted a six (6) month extension to rehabilitate the premises known as 382 Liberty Street in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before June 9, 2020, that being six (6) months from the date of this Resolution.

RESOLUTION NO.: 323 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2020; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2020;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2020 through December 31, 2020 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, including cyber insurance, and third-party claims administration services, respectively, for the period of January 1, 2020 to December 31, 2020.

RESOLUTION NO. 324 -2019

OF

DECEMBER 9, 2019

A RESOLUTION ACCEPTING A NEW YORK STATE OFFICE OF PARKS, RECREATION
AND HISTORIC PRESERVATION GRANT FOR STABILIZATION OF
THE DUTCH REFORMED CHURCH

WHEREAS, The City of Newburgh, New York applied for and was awarded a New York State Office of Parks, Recreation and Historic Preservation grant in the amount of \$50,000.00 with a 50 percent match for the rehabilitation of the Dutch Reformed Church; and

WHEREAS, the grant funding is available, necessary to undertake stabilization work for the Dutch Reformed Church, and sufficient funds are allocated for the match and it is in the best interests of the City of Newburgh to accept the grant;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh, New York applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under Title 9 of the Environmental Protection Act of 1993 for the purpose of funding the Dutch Reformed Church Stabilization Project; and

BE IT FURTHER RESOLVED, that City of Newburgh is authorized and directed to accept these grant funds in an amount not to exceed \$50,000.00 for the project described in the grant application; and

BE IT FURTHER RESOLVED, that the City of Newburgh is authorized and directed to agree to the terms and conditions of the Master Contract with OPRHP for such Dutch Reformed Church Stabilization Project; and

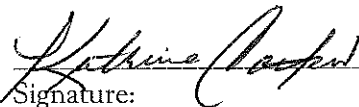
BE IT FURTHER RESOLVED, that the City of Newburgh is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh delegates signing authority to execute the Master Contract and any required deed of easement to the City Manager.

CERTIFIED TRUE COPY

I, **Katrina Cotten** **Deputy**, City Clerk of the City of Newburgh, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on [date], at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.

Dated: **Dec. 9, 2019**


Signature:
Clerk (Deputy)

Affix Seal of Municipality Here

324-19

RESOLUTION NO. 166-2004

OF

JULY 19 2004

**A RESOLUTION AUTHORIZING THE APPLICATION TO NEW YORK STATE
OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION
FOR AN HISTORIC PRESERVATION GRANT
FOR THE PURPOSE OF REPLACING THE ROOF SYSTEM OF
THE NATIONAL HISTORIC LANDMARK DUTCH REFORMED CHURCH**

WHEREAS, New York State Governor George E. Pataki and New York State Office of Parks, Recreation and Historic Preservation Commissioner Bernadette Castro have announced historic preservation grants funded under New York State's Environmental Protection Fund and the 1996 Clean Water/Clean Air Bond Act, and

WHEREAS, the National Historic Landmark Dutch Reformed Church is in need of replacing its roof system in order to continue stabilization essential to restoration, and

WHEREAS, the match required for said grant is 50%, part of which shall be donated or in-kind services;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be authorized to submit said application for funds from the New York State Office of Parks, Recreation and Historic Preservation in accordance with the provisions of Title 9 of the Environmental Protection Act of 1993, in an amount not to exceed \$100,000.00, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of Newburgh for the replacing of the Dutch Reformed Church roof system in conformance with the existing preservation covenant with the State.

Councilwoman Angelo moved and Councilman Bowles seconded that the resolution be adopted.

Ayes – Councilwoman Angelo, Councilman Bowles, Councilman Cracolici, Mayor Valentine – 4

ADOPTED

RESOLUTION NO.: 325 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM
INTEROPERABILITY AGREEMENT WITH THE COUNTY OF ORANGE**

WHEREAS, Orange County, New York ("County"), through its Department of Emergency Services, is upgrading the current analog public safety emergency radio communications system to a countywide Project 25 interoperable digital trunked radio communications system ("Upgraded P25 System") to improve communications capabilities within the County by providing radio interoperability during countywide public safety incidents and during cross-jurisdictional incidents among the public safety agencies of the cities, towns, villages, and fire districts in the County and the emergency medical providers in the County (each a "Responder Agency" and collectively "Responder Agencies"); and

WHEREAS, in order to implement and deploy the Upgraded P25 System to promote interoperability among the Responder Agencies, the County will purchase and pay the full cost of certain subscriber equipment, consisting of portable radios, mobile radios, and control stations, for Responder Agencies; and

WHEREAS, the County negotiated and entered into a contract to purchase the Upgraded P25 System equipment and the City of Newburgh, as a Responder Agency, must enter into an agreement with the County establishing the terms and conditions under which it will accept the subscriber equipment for use on the Upgraded P25 System ; and

WHEREAS, this Council has reviewed the attached Interoperability Agreement and determined that entering into such agreement with the County is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to execute the attached Interoperability Agreement between the County of Orange and the City of Newburgh for the implementation and operation of a public safety emergency radio communications system; and to execute all necessary documents to receive and comply with the terms of such Interoperability Agreement and to carry out the program administered thereby.

325-19

PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM INTEROPERABILITY AGREEMENT

THIS PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM INTEROPERABILITY AGREEMENT ("Agreement") is effective as of September 1, 2019 ("Effective Date"), by and between the COUNTY OF ORANGE, by and through its Department of Emergency Services ("DES"), a municipal corporation of the State of New York with offices at 22 Wells Farm Road, Goshen, New York 10924 ("County") and CITY OF NEWBURGH, a municipal corporation of the State of New York with its principal offices located at 83 Broadway, Newburgh, New York 12550 ("Municipality"). The County and Municipality may each be referred to in this Agreement as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, the County, through DES, currently operates a conventional analog public safety emergency radio communications system for its public safety communications within Orange County, New York ("Current Analog Communications System");

WHEREAS, the Current Analog Communications System's capabilities are limited by the inability of all public safety personnel within Orange County, New York to communicate directly with each other when necessary thereby causing gaps in communication during public safety incidents resulting in increased risk to life, safety, and property;

WHEREAS, to address these limitations, the County, through DES, is in the process of upgrading the Current Analog Communications System to a countywide Project 25 interoperable digital trunked radio communications system ("Upgraded P25 System") to improve communication capabilities within Orange County, New York by providing radio interoperability during countywide public safety incidents and during cross-jurisdictional incidents among the various public safety agencies of the cities, towns, villages, and fire districts in Orange County, New York and the emergency medical providers in Orange County, New York (each a "Responder Agency" and collectively, the "Responder Agencies");

WHEREAS, it would benefit the people of both the County and Municipality to implement and deploy the Upgraded P25 System;

WHEREAS, in order to properly implement and deploy the Upgraded P25 System to promote interoperability amongst the various Responder Agencies, the County deems it is necessary and proper to purchase and pay the full cost of certain of the Upgraded P25 System's subscriber equipment for Responder Agencies; and

WHEREAS, subscriber equipment includes: (i) portable radios that are small, lightweight, handheld wireless communication units that contain both a transmitter and a receiver, a self-contained microphone and speaker, a detachable rechargeable battery, and an antenna (each a "Portable" and collectively, "Portables"); (ii) mobile radios that are mounted in a fixed location inside a vehicle (police cruiser, fire truck, ambulance) and like Portables contain both a transmitter and receiver, but unlike Portables connect to the vehicle's power supply and have an external speaker and an external antenna (each a "Mobile" and collectively "Mobiles"); and (iii) control stations that are desktop base station radios mounted in a fixed location (police, fire station or emergency medical service station) containing both a transmitter and a receiver, a self-contained microphone and speaker, and a magnetic mount antenna powered by an external electric power source (110 volt alternating current) (each a "Control Station" and collectively "Control Stations" and together with the Portables and Mobiles, collectively the "P25 Subscriber Equipment");

WHEREAS, the County negotiated and entered into a contract with Motorola Solutions, Inc. ("Motorola") to purchase P25 Subscriber Equipment for use on the Upgraded P25 System ("Motorola Contract"); and

WHEREAS, Municipality, as a Responder Agency, is entering into this Agreement to set forth the terms and conditions under which it is accepting P25 Subscriber Equipment for use on the Upgraded P25 System and undertaking certain obligations and commitments with respect to that P25 Subscriber Equipment.

NOW THEREFORE, the Parties, in consideration of the covenants, agreements, terms, and conditions contained in this Agreement, do agree as follows:

1. **RECITALS INCORPORATED.** The Recitals set forth above are true and correct and are incorporated into this Agreement as if set forth at length in this Section 1.

2. **EQUIPMENT.**

a. **Provision of Equipment to Municipality.** Subject to the terms and conditions of this Agreement, to properly implement and deploy the Upgraded P25 System to promote interoperability amongst the various Responder Agencies (including Municipality), the County will, free of charge or cost to Municipality, within ninety (90) calendar days of the Effective Date, make available to Municipality, in the following manner, that certain P25 Subscriber Equipment listed on Schedule 2(a) ("Equipment"), which schedule is attached to and made a part of this Agreement:

i. **Portables.** Those Portables and accessories listed on Schedule 2(a) will be made available for pickup by Municipality at the County's DES' offices located at 22 Wells Farm Road, Goshen, New York. Municipality must coordinate pickup of the Portables listed on Schedule 2(a) via email to: radiogroup@orangecountygov.com. Municipality, upon taking possession of the Portables listed on Schedule 2(a), accepts full ownership of those Portables as its own property subject to the terms and conditions set forth in this Agreement.

ii. **Mobiles.** Those Mobiles listed on Schedule 2(a) will be picked-up by Motorola's authorized installer at the County's DES' offices located at 22 Wells Farm Road, Goshen, New York and such installer will install those Mobiles in Municipality's vehicles. Municipality must coordinate installation of the Mobiles listed on Schedule 2(a) via email to: radiogroup@orangecountygov.com. Municipality accepts full ownership of the Mobiles listed on Schedule 2(a) as its own property subject to the terms and conditions set forth in this Agreement at the time of installation of the Mobiles in Municipality's vehicles by Motorola's authorized installer.

iii. **Control Stations.**

1. **Standalone Control Stations.** Those Control Stations listed on Schedule 2(a) that do not require installation by Motorola's authorized installer (standalone control stations requiring no interfaces with other dispatching equipment) will be made available for pickup by Municipality at the County's DES' offices located at 22 Wells Farm Road, Goshen, New York at such time that Municipality picks up its Portables in the manner provided for in Section 2(a)(i) of this Agreement. Municipality, upon taking possession of the Control Stations listed on Schedule 2(a), accepts full ownership of those Control Stations as its own property subject to the terms and conditions set forth in this Agreement.

2. Interfaced Control Stations. Those Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer (control stations requiring interfaces with other dispatching equipment) will be picked-up by Motorola's authorized installer at the County's DES' offices located at 22 Wells Farm Road, Goshen, New York and such installer will install those Control Stations in Municipality's dispatching station(s). Municipality must coordinate installation of the Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer via email to: radiogroup@orangecountygov.com. Municipality accepts full ownership of the Control Stations listed on Schedule 2(a) that require installation by Motorola's authorized installer as its own property subject to the terms and conditions set forth in this Agreement at the time of installation of the Control Stations in Municipality's dispatch station(s) by Motorola's authorized installer.
- b. Equipment Warranty. The Equipment is covered under *Motorola's Essential Service Warranty*, the cost of which has been prepaid by the County on behalf of Municipality ("Warranty"). The terms and conditions of the Warranty are set forth in Schedule 2(b), which schedule is attached to and made a part of this Agreement. The Warranty period for each of the various types of Equipment is as follows:
- i. Portables. Those Portables listed on Schedule 2(a) are covered under the Warranty for a period of sixty (60) months calculated from the date of the County's acceptance of the Upgraded P25 System ("Portables Warranty Period").
 - ii. Mobiles and Control Stations. Those Mobiles and Control Stations listed on Schedule 2(a) are covered under the Warranty for a period of twenty-four (24) months calculated from the date of the County's acceptance of the Upgraded P25 System ("Mobiles Warranty Period").
- c. Value of Equipment; Reimbursement for Early Termination. Municipality acknowledges and agrees that the aggregate value of the Equipment together with the Warranty is Five Hundred Ten Thousand Five Hundred Sixty-One Dollars and No Cents (\$510,561.00). In the event that Municipality terminates this Agreement without cause before the end of the fifteen (15) year term of this Agreement, in accordance with Section 6(b) of this Agreement, or in the event that the County terminates this Agreement before the end of the fifteen (15) year term of this Agreement for cause in accordance with Section 6(a) of this Agreement, Municipality shall immediately reimburse the County the entire cost of the Equipment less depreciation. In the event Municipality fails to make such reimbursement, the County may pursue any and all remedies available to it in law or in equity to recover the entire cost of the Equipment less depreciation.
- d. Maintenance and Replacement of Equipment. Following expiration of the applicable Equipment warranty period (Portables Warranty Period or Mobiles Warranty Period), Municipality shall maintain and replace, at its sole cost and expense, the Equipment and from time to time acquire, at its sole cost and expense, such additional P25 Subscriber Equipment as Municipality may deem necessary.
- e. Municipality's Option to Purchase Additional P25 Subscriber Equipment Directly from Motorola at the County's Pricing. The types and quantities of the Equipment allotted to Municipality on Schedule 2(a) is based on Municipality's self-reporting of its subscriber radio equipment needs at the time the County planned the Upgraded P25 System. By execution of this Agreement, Municipality acknowledges that either (a) the Equipment allotted is sufficient for its public safety agencies' operations to achieve the purposes of the countywide Upgraded P25 System; or alternatively, (b) if the quantities or type of the Equipment is no longer sufficient, Municipality may purchase additional P25 Subscriber Equipment for use on the Upgraded P25 System at its sole cost and expense. The County included a provision in the Motorola Contract whereby political subdivisions and fire companies such as Municipality may make additional purchases of

P25 Subscriber Equipment by issuing a purchase order directly to Motorola, provided that Municipality accepts sole responsibility for any payment due Motorola for such purchases by Municipality.

f. Operation of Equipment. Municipality agrees as follows:

i. Compliance with this Agreement and Laws. The acceptance of the Equipment and all activity of Municipality relating to the Equipment must be in full compliance with the terms and conditions of this Agreement and all applicable federal, state, and local laws, rules and regulations.

ii. ICS and NIMS Compliance. Municipality's public safety agencies' personnel are fully trained and knowledgeable in the federal Incident Command System (ICS) and National Incident Management System (NIMS) protocols and utilize these management tools for their exercises and emergency responses; and

iii. Compliance with the County's Plans and Protocols. Municipality will utilize the Upgraded P25 System in accordance with all applicable County plans and protocols, as may be amended from time to time during the term of this Agreement, including, but not limited to the: (A) Automatic Vehicle Locator (AVL) Project Protocol Guidelines; (B) Orange County Fire Mutual Aid Plan; and (C) Orange County Emergency Medical Services Multiple Casualty Incident (MCI) Plan.

g. Transfer of Equipment. Municipality shall, during the term of this Agreement, alone, and only for its own municipal public safety purposes, be permitted to possess and use the Equipment as provided. Municipality shall not, during the term of this Agreement, transfer ownership of the Equipment without the prior written consent of the County.

3. TRAINING. The County will host training sessions in the use of P25 Subscriber Equipment on the Upgraded P25 System for the Responder Agencies.

4. FINANCIAL RECORDS AND AUDITS. Municipality shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records must be kept in accordance with Generally Accepted Accounting Practices (GAAP) and the applicable New York State Records Retention and Disposition Schedule applicable to Municipality, and each transaction must be documented. Such records must be made available to the County for inspection or audit upon the County's request.

5. TERM. The term of this Agreement commences on the Effective Date and continues in full force and effect for a period of fifteen (15) years thereafter, unless it is terminated earlier in accordance with Section 6 of this Agreement.

6. TERMINATION.

a. For Cause.

i. Default. Either Party's failure to cure a breach of any covenant of such Party in this Agreement within thirty (30) calendar days of written notice from the non-breaching Party will constitute a breach of this Agreement; provided, however, such thirty (30) calendar day cure period will be extended upon the breaching Party's request if deemed by the non-breaching Party to be reasonably necessary to permit the breaching Party to complete the cure, and further provided that the breaching Party shall commence any cure within the thirty (30) calendar day period and thereafter continuously and diligently pursue and complete such cure.

- ii. Remedies. In the event of a default or a breach of this Agreement and after the the time allowed the breaching Party to cure such default, the non-breaching Party may, in addition to all other rights or remedies available to the non-breaching Party under this Agreement, at law, or in equity, terminate this Agreement by giving written notice to the breaching Party, stating the date upon which such termination will be effective.
- b. Without Cause. In addition to the Parties' right to terminate this Agreement for cause in accordance with Section 6(a) of this Agreement, either Party may terminate this Agreement, without cause, on sixty (60) calendar days' prior written notice to the other Party.
- c. Effect of Termination. If County terminates this Agreement pursuant to Section 6(a) above for failure of Municipality to comply with any covenant of Municipality in this Agreement or if Municipality terminates this Agreement without cause pursuant to Section 6(b) above, Municipality shall immediately reimburse the County for the entire cost of the Equipment less depreciation in accordance with Section 2(c) of this Agreement. In the event Municipality fails to make such reimbursement, the County may pursue any and all remedies available to it in law or in equity to recover the entire cost of the Equipment less depreciation.
7. INSURANCE. Municipality shall, at its sole cost and expense, procure and maintain, in full force and effect during the term of this Agreement, insurance covering personal injury and property damage, including property damage or destruction of the Equipment. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement.
8. INJURY, PROPERTY DAMAGE. Municipality shall be responsible for all damages and/or injury to life or property due to, or resulting from, the activities or omissions of Municipality in connection with the Equipment and its performance of this Agreement. Municipality represents and warrants that it possesses the ability to perform this Agreement.
9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Municipality agrees to protect, indemnify and hold harmless the County and its officials, employees, and agents from and against all claims, actions, damages, liabilities, losses, judgments, penalties, causes of action, suits, costs, or expenses (including reasonable attorneys' fees) (collectively, "Claim"), imposed upon, or incurred by, or asserted against the County and will defend the County and its officials, employees, and agents, at Municipality's sole cost and expense, and at no cost to the County, in any Claim, including appeals, for personal injury to, or death of, any person or loss or damage to property arising out of, or resulting from, the activities or omissions of Municipality or its public safety personnel. These indemnification provisions are for the protection of the County and its respective officials, employees and agents only and do not establish, of itself, any liability to third parties. The provisions of this Section 9 will survive the expiration or the earlier termination of this Agreement and are not limited by any enumeration in this Agreement of required insurance coverage.
10. SEXUAL HARASSMENT CERTIFICATION. Pursuant to the New York State Finance Law §139-1, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecountygov.com/1137/Human-Resources>

11. GENERAL PROVISIONS.

a. Notices. Other than communications related to the pickup or initial installation of Equipment as contemplated in Section 2(a) of this Agreement, which are required to be given via email to: radio@orangecountygov.com, all notices, requests, demands, and other communications required or desired to be given under or related to this Agreement must be in writing and given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible. The notices must be sent to the Parties at the following addresses:

i. As to the County: County of Orange, Department of Emergency Services, 22 Wells Farm Road, Goshen, New York 10924, Attn: Commissioner; and

ii. As to Municipality: City of Newburgh, 83 Broadway, Newburgh, New York 12550 Attention: Mayor.

The County and Municipality may from time to time designate any other address for this purpose by giving written notice to the other Party given in accordance with this Section 11(a).

b. Executory Clause. The County shall have no liability under this Agreement to Municipality or anyone else beyond funds appropriated and available for this Agreement.

c. Independent Contractor. Municipality is an independent contractor, and covenants and agrees that it will neither hold itself out as, nor claim to be an employee, servant or agent of the County, and that it will not make claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

d. No Third-Party Beneficiaries. This Agreement does not, and is not intended to confer, any rights or remedies upon any person other than the Parties.

e. No Assignment. Municipality shall not assign, sublet, or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of County.

f. Headings for Convenience and Reference Only. Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

g. Force Majeure. A Party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not

limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

- h. No Waiver. No provision of this Agreement will be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement is attempted.
- i. Modifications. No changes, amendments, or modifications of any of the terms or conditions of this Agreement will be valid unless reduced to writing and signed by the Parties.
- j. Governing Law. The laws of the State of New York, regardless of conflict of law principles will govern this Agreement.
- k. No Arbitration; Venue. Any and all disputes involving this Agreement, including the breach or alleged breach of this Agreement, may not be submitted to arbitration without the prior written consent of the County Executive of the County, 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 federal court in the Southern District of New York, White Plains Division.
- l. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
- m. Signatures. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as the Effective Date.

CITY OF NEWBURGH

COUNTY OF ORANGE

Name: _____
Title: _____
Dated: _____

Stefan ("Steven") M. Neuhaus
County Executive
Dated: _____

SCHEDULE 2(a)

EQUIPMENT

1. Identification of Municipality Equipment. The Equipment comprises of those Portables, Mobiles, and Control Stations Identified by model and serial number on the four (4) pages attached to and made a part of this Schedule 2(a) (each an "Equipment Schedule" and collectively, the "Equipment Schedules"). The Equipment Schedules may be amended from time to time. Such amendments will be evidenced by the applicable "Traveler" document in the form set forth in Exhibit 1 to this Schedule 2(a) (each a "Replacement Equipment Traveler"). Each Replacement Equipment Traveler will be executed by the person accepting the Equipment on behalf of the Municipality, which will be an employee of a Municipality for Portables or the installer for Mobiles and Control Stations). Upon execution, each Replacement Equipment Traveler is deemed incorporated into and made a part of this Schedule 2(a).
2. Types of Equipment. The identification of the types of Equipment listed on each Equipment Schedule is identified as follows:
 - a. Portables are identified as Equipment with model numbers in 1000 series; and
 - b. Mobiles and Control Stations are identified as Equipment with model numbers in the 500 series.

Asset Listing

Agency	Asset	Serial Number	Model Number	Category	Vehicle	Radio Id
Newburgh City	652CTM0164	652CTM0164	M25URS9PW1N/CS	Base Radio/Control Station		225002
	652CTM0166	652CTM0166	M25URS9PW1N/CS	Base Radio/Control Station		225001
	652CTM0301	652CTM0301	M25URS9PW1AN	Remote Radio		225138
	652CTM0302	652CTM0302	M25URS9PW1AN	Remote Radio		225148
	652CTM0303	652CTM0303	M25URS9PW1AN	Remote Radio		225155
	652CTM0304	652CTM0304	M25URS9PW1AN	Remote Radio		225153
	652CTM0305	652CTM0305	M25URS9PW1AN	Remote Radio		225152
	652CTM0306	652CTM0306	M25URS9PW1AN	Remote Radio		225149
	652CTM0307	652CTM0307	M25URS9PW1AN	Remote Radio		225146
	652CTM0308	652CTM0308	M25URS9PW1AN	Remote Radio		225139
	652CTM0309	652CTM0309	M25URS9PW1AN	Remote Radio		225145
	652CTM0310	652CTM0310	M25URS9PW1AN	Remote Radio		225137
	652CTM0311	652CTM0311	M25URS9PW1AN	Remote Radio		225147
	652CTM0312	652CTM0312	M25URS9PW1AN	Remote Radio		225142
	652CTM0313	652CTM0313	M25URS9PW1AN	Remote Radio		225140
	652CTM0314	652CTM0314	M25URS9PW1AN	Remote Radio		225143
	652CTM0315	652CTM0315	M25URS9PW1AN	Remote Radio		225156
	652CTM0316	652CTM0316	M25URS9PW1AN	Remote Radio		225144
	652CTM0317	652CTM0317	M25URS9PW1AN	Remote Radio		225141
	652CTM0318	652CTM0318	M25URS9PW1AN	Remote Radio		225151
	652CTM0319	652CTM0319	M25URS9PW1AN	Remote Radio		225154
	652CTM0320	652CTM0320	M25URS9PW1AN	Remote Radio		225150
	652CTM0451	652CTM0451	M25URS9PW1AN	Remote Radio		225130
	652CTM0469	652CTM0469	M25URS9PW1AN	Remote Radio		225117
	652CTM0470	652CTM0470	M25URS9PW1AN	Remote Radio		225127
	652CTM0476	652CTM0476	M25URS9PW1AN	Remote Radio		225128
	652CTM0478	652CTM0478	M25URS9PW1AN	Remote Radio		225123
	652CTM0523	652CTM0523	M25URS9PW1AN	Remote Radio		225132
	652CTM0527	652CTM0527	M25URS9PW1AN	Remote Radio		225101
	652CTM0528	652CTM0528	M25URS9PW1AN	Remote Radio		225102
	652CTM0531	652CTM0531	M25URS9PW1AN	Remote Radio		225104
	652CTM0537	652CTM0537	M25URS9PW1AN	Remote Radio		225129
	652CTM0538	652CTM0538	M25URS9PW1AN	Remote Radio		225111
	652CTM0582	652CTM0582	M25URS9PW1AN	Remote Radio		225121
	652CTM0583	652CTM0583	M25URS9PW1AN	Remote Radio		225107
	652CTM0584	652CTM0584	M25URS9PW1AN	Remote Radio		225126
	652CTM0586	652CTM0586	M25URS9PW1AN	Remote Radio		225119
	652CTM0598	652CTM0598	M25URS9PW1AN	Remote Radio		225125
	652CTM0594	652CTM0594	M25URS9PW1AN	Remote Radio		225118
	652CTM0596	652CTM0596	M25URS9PW1AN	Remote Radio		225120
	652CTM0597	652CTM0597	M25URS9PW1AN	Remote Radio		225115
	652CTM0599	652CTM0599	M25URS9PW1AN	Remote Radio		225112
	652CTM0600	652CTM0600	M25URS9PW1AN	Remote Radio		225124
	652CTM0647	652CTM0647	M25URS9PW1AN	Remote Radio		225105
	652CTM0654	652CTM0654	M25URS9PW1AN	Remote Radio		225106
	652CTM0655	652CTM0655	M25URS9PW1AN	Remote Radio		225108
	652CTM0656	652CTM0656	M25URS9PW1AN	Remote Radio		225103
	652CTM0661	652CTM0661	M25URS9PW1AN	Remote Radio		225135
	652CTM0663	652CTM0663	M25URS9PW1AN	Remote Radio		225134
	652CTM0737	652CTM0737	M25URS9PW1AN	Remote Radio		225131

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652CTM0746	652CTM0746	M25URS9PW1AN	Remote Radio		225109
652CTM0751	652CTM0751	M25URS9PW1AN	Remote Radio		225110
652CTM0753	652CTM0753	M25URS9PW1AN	Remote Radio		225136
652CTM0755	652CTM0755	M25URS9PW1AN	Remote Radio		225114
652CTM0756	652CTM0756	M25URS9PW1AN	Remote Radio		225122
652CTM0758	652CTM0758	M25URS9PW1AN	Remote Radio		225116
652CTM0762	652CTM0762	M25URS9PW1AN	Remote Radio		225113
652CTM0893	652CTM0893	M25URS9PW1AN	Remote Radio		225133
755CTM0108	755CTM0108	H98UCF9PW6BN	Portable Radio		225371
755CTM0110	755CTM0110	H98UCF9PW6BN	Portable Radio		225362
755CTM0114	755CTM0114	H98UCF9PW6BN	Portable Radio		225369
755CTM0115	755CTM0115	H98UCF9PW6BN	Portable Radio		225360
755CTM0130	755CTM0130	H98UCF9PW6BN	Portable Radio		225364
755CTM0131	755CTM0131	H98UCF9PW6BN	Portable Radio		225365
755CTM0144	755CTM0144	H98UCF9PW6BN	Portable Radio		225361
755CTM0145	755CTM0145	H98UCF9PW6BN	Portable Radio		225363
755CTM0148	755CTM0148	H98UCF9PW6BN	Portable Radio		225359
755CTM0152	755CTM0152	H98UCF9PW6BN	Portable Radio		
755CTM0446	755CTM0446	H98UCF9PW6BN	Portable Radio		225337
755CTM0447	755CTM0447	H98UCF9PW6BN	Portable Radio		225332
755CTM0448	755CTM0448	H98UCF9PW6BN	Portable Radio		225323
755CTM0449	755CTM0449	H98UCF9PW6BN	Portable Radio		225321
755CTM0450	755CTM0450	H98UCF9PW6BN	Portable Radio		225340
755CTM0451	755CTM0451	H98UCF9PW6BN	Portable Radio		225335
755CTM0452	755CTM0452	H98UCF9PW6BN	Portable Radio		225327
755CTM0453	755CTM0453	H98UCF9PW6BN	Portable Radio		225348
755CTM0454	755CTM0454	H98UCF9PW6BN	Portable Radio		225320
755CTM0455	755CTM0455	H98UCF9PW6BN	Portable Radio		225328
755CTM0456	755CTM0456	H98UCF9PW6BN	Portable Radio		225309
755CTM0457	755CTM0457	H98UCF9PW6BN	Portable Radio		225322
755CTM0459	755CTM0459	H98UCF9PW6BN	Portable Radio		225301
755CTM0460	755CTM0460	H98UCF9PW6BN	Portable Radio		225308
755CTM0461	755CTM0461	H98UCF9PW6BN	Portable Radio		225315
755CTM0463	755CTM0463	H98UCF9PW6BN	Portable Radio		225311
755CTM0466	755CTM0466	H98UCF9PW6BN	Portable Radio		225325
755CTM0467	755CTM0467	H98UCF9PW6BN	Portable Radio		225302
755CTM0468	755CTM0468	H98UCF9PW6BN	Portable Radio		225317
755CTM0474	755CTM0474	H98UCF9PW6BN	Portable Radio		225319
755CTM0692	755CTM0692	H98UCF9PW6BN	Portable Radio		225306
755CTM0704	755CTM0704	H98UCF9PW6BN	Portable Radio		225366
755CTM0908	755CTM0908	H98UCF9PW6BN	Portable Radio		225305
755CTM0912	755CTM0912	H98UCF9PW6BN	Portable Radio		225318
755CTM0913	755CTM0913	H98UCF9PW6BN	Portable Radio		225314
755CTM0918	755CTM0918	H98UCF9PW6BN	Portable Radio		225313
755CTM0928	755CTM0928	H98UCF9PW6BN	Portable Radio		225316
755CTM0934	755CTM0934	H98UCF9PW6BN	Portable Radio		225307
755CTM0941	755CTM0941	H98UCF9PW6BN	Portable Radio		225312
755CTM0942	755CTM0942	H98UCF9PW6BN	Portable Radio		225310
755CTM0943	755CTM0943	H98UCF9PW6BN	Portable Radio		225303
755CTM0944	755CTM0944	H98UCF9PW6BN	Portable Radio		225304
755CTM1056	755CTM1056	H98UCF9PW6BN	Portable Radio		225368
755CTM1059	755CTM1059	H98UCF9PW6BN	Portable Radio		225354
755CTM1060	755CTM1060	H98UCF9PW6BN	Portable Radio		225356
755CTM1061	755CTM1061	H98UCF9PW6BN	Portable Radio		225345
755CTM1062	755CTM1062	H98UCF9PW6BN	Portable Radio		225350
755CTM1063	755CTM1063	H98UCF9PW6BN	Portable Radio		225347
755CTM1064	755CTM1064	H98UCF9PW6BN	Portable Radio		225353
755CTM1065	755CTM1065	H98UCF9PW6BN	Portable Radio		225370
755CTM1066	755CTM1066	H98UCF9PW6BN	Portable Radio		225367
755CTM1068	755CTM1068	H98UCF9PW6BN	Portable Radio		225358

755CTM1115	755CTM1115	H98UCF9PW6BN	Portable Radio		225349
755CTM1120	755CTM1120	H98UCF9PW6BN	Portable Radio		225357
755CTM1126	755CTM1126	H98UCF9PW6BN	Portable Radio		225342
755CTM1128	755CTM1128	H98UCF9PW6BN	Portable Radio		225355
755CTM1136	755CTM1136	H98UCF9PW6BN	Portable Radio		225344
755CTM1140	755CTM1140	H98UCF9PW6BN	Portable Radio		225346
755CTM1142	755CTM1142	H98UCF9PW6BN	Portable Radio		225341
755CTM1151	755CTM1151	H98UCF9PW6BN	Portable Radio		225352
755CTM1154	755CTM1154	H98UCF9PW6BN	Portable Radio		225343
755CTM1155	755CTM1155	H98UCF9PW6BN	Portable Radio		225351
755CTM1307	755CTM1307	H98UCF9PW6BN	Portable Radio		225334
755CTM1308	755CTM1308	H98UCF9PW6BN	Portable Radio		225333
755CTM1310	755CTM1310	H98UCF9PW6BN	Portable Radio		225324
755CTM1312	755CTM1312	H98UCF9PW6BN	Portable Radio		225330
755CTM1314	755CTM1314	H98UCF9PW6BN	Portable Radio		225331
755CTM1322	755CTM1322	H98UCF9PW6BN	Portable Radio		225338
755CTM1341	755CTM1341	H98UCF9PW6BN	Portable Radio		225326
755CTM1342	755CTM1342	H98UCF9PW6BN	Portable Radio		225336
755CTM1343	755CTM1343	H98UCF9PW6BN	Portable Radio		225329
755CTM1345	755CTM1345	H98UCF9PW6BN	Portable Radio		225339

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Asset Listing

Agency	Newburgh Fire	Agency Name	Newburgh Fire	Category	Vehicle	Radio Id
Asset	Serial Number	Model Number				
481CTM3322	481CTM3322	H98UCF9PW6BN	Portable Radio			431311
481CTM3323	481CTM3323	H98UCF9PW6BN	Portable Radio			431304
481CTM3324	481CTM3324	H98UCF9PW6BN	Portable Radio			431308
481CTM3325	481CTM3325	H98UCF9PW6BN	Portable Radio			431303
481CTM3326	481CTM3326	H98UCF9PW6BN	Portable Radio			431312
481CTM3327	481CTM3327	H98UCF9PW6BN	Portable Radio			431302
481CTM3328	481CTM3328	H98UCF9PW6BN	Portable Radio			431306
481CTM3330	481CTM3330	H98UCF9PW6BN	Portable Radio			431310
481CTM3331	481CTM3331	H98UCF9PW6BN	Portable Radio			431307
481CTM3333	481CTM3333	H98UCF9PW6BN	Portable Radio			431305
481CTM3337	481CTM3337	H98UCF9PW6BN	Portable Radio			431309
481CTM3343	481CTM3343	H98UCF9PW6BN	Portable Radio			431301
527CTM1695	527CTM1695	M25URS9PW1AN	Remote Radio			431102
527CTM1703	527CTM1703	M25URS9PW1AN	Remote Radio			431101
652CTM0170	652CTM0170	M25URS9PW1N/CS	Base Radio/Control Station			431002
652CTM0197	652CTM0197	M25URS9PW1N/CS	Base Radio/Control Station			431001
652CUX0449	652CUX0449	M25URS9PW1AN	Remote Radio			431103
652CUX0451	652CUX0451	M25URS9PW1AN	Remote Radio			431104
652CUX0452	652CUX0452	M25URS9PW1AN	Remote Radio			431111
652CUX0453	652CUX0453	M25URS9PW1AN	Remote Radio			431108
652CUX0457	652CUX0457	M25URS9PW1AN	Remote Radio			431110
652CUX0458	652CUX0458	M25URS9PW1AN	Remote Radio			431107
652CUX0460	652CUX0460	M25URS9PW1AN	Remote Radio			431113
652CUX0461	652CUX0461	M25URS9PW1AN	Remote Radio			431105
652CUX0463	652CUX0463	M25URS9PW1AN	Remote Radio			431106
652CUX0464	652CUX0464	M25URS9PW1AN	Remote Radio			431112
656CSK0300	656CSK0300	H97TGD9PW1AN	Portable Radio			431109

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EXHIBIT 1

FORMS OF REPLACEMENT EQUIPMENT TRAVELER

(See Attached Orange County, NY DES – Portable Delivery Traveler)

(See Attached Orange County, NY DES – Mobile Installation Traveler)

(See Attached Orange County, NY DES – Control Station Mobile Installation Traveler)

Orange County, NY DES - Portable Delivery Traveler

Agency -

User Name -

UID-

<u>Replacement Equipment</u> Serial Number - Model Number - Portable Name - Category - ☒ Portable ☐ Remote ☐ Dual Head Remote ☐ Control Station	
☐ Leather Swivel Holster - 0 ☐ Leather Swivel Holster w/Strap - 0 ☐ Remote Speaker Microphone - 0 ☐ Multi-Unit Charger - 0 Other -	☐ Single Unit Charger - 0 ☐ Spare Battery - 0 ☐ Bluetooth Wireless Remote Speaker Mic Kit - 0
<u>Programming & Setup</u> MC File - Date Programmed:	
Firmware Version - Programmed By -	
Technician Sign-off - Customer acknowledges that radio is functional Date:	
<u>County DES Comments</u>	
Notes:	

Orange County, NY DES - Mobile Installation Traveler

Agency -
Physical Location -

Vehicle ID -
Year -
Make/Model -

Replacement Equipment

Serial Number -
Model Number -
Mobile Name -
Mobile Category - Remote Radio

- ☐ Mobile Microphone Bluetooth Gateway
Handset/Hangup Cup - HLN1457
☐ Portable Vehicle Charger 0
Other -

Programming & Setup

Firmware Version:

MC File -

UID -

Programmed By -

Date Programmed:

Picked Up By -

Date:

Control Station Equipment

- ☐ Mag Mount Antenna ☐ Desktop Mic
☐ Power Supply

Signature of Receipt and Installation by Technician

Date:

County DES Comments

Notes:

Orange County, NY DES – Control Station Mobile Installation Traveler

Agency -
Physical Location -

Vehicle ID -
Year -

Replacement Equipment

Serial Number -

Model Number -

Mobile Name -

Category - Base Radio/Control Station

☐ Mobile Microphone Bluetooth Gateway

Handset/Hangup Cup - HLN1457

☐ Portable Vehicle Charger 0

Other -

Programming & Setup

Firmware Version:

MC File -

UID -

Programmed By -

Date Programmed:

Picked Up By -

Date:

Control Station Equipment

☐ Mag Mount Antenna

☐ Desktop Mic

☐ Power Supply

Signature of Receipt and Installation by Technician

Date:

County DES Comments

Notes:

Make/Model -

SCHEDULE 2(b)

MOTOROLA ESSENTIAL SERVICE WARRANTY

1. **Description of Warranty and Obligations.** The Motorola Essential Service Warranty ("Essential Service") is a prepaid service that includes coverage for internal and external components of Equipment damaged due to a manufacturer's defect. Essential Service reduces unexpected expenses relating to the repair of the Equipment. Essential Service is comprised of: (a) technical support; and (b) Equipment repair with two-way shipping.

- 1.1 **Remote Technical Support Coverage.** Motorola or one of its subcontractors will respond to calls within two (2) hours during the support days. Support hours are 7am to 7pm U.S. central time x 5 business days per week, excluding US holidays, and weekends. In addition, Municipality may contact the Motorola Call Management Center (800-927-2744) and a Motorola representative will log a technical request on Motorola's Case Management System 24x7 on Municipality's behalf.

- 1.2 **Technical Problem Isolation, Analysis and Resolution.** A Motorola representative will: (a) Assess the nature of the problem; (b) Assist and perform problem determination; and (c) Work to achieve problem resolution.

- 1.3 **Repair.** Essential Service provides Municipality with repair services that employs the same test equipment and original Motorola components used in the manufacture of the Equipment. With Essential Service, the Equipment is repaired to ensure full compliance with its specifications, as published by Motorola at the time of delivery of the original Equipment via:

- 1.3.1 Repairs, adjustments and restorations, if appropriate, of any Equipment that malfunctions while being used within the operational and environmental parameters specified by Motorola.

- 1.3.2 Equipment updates, if applicable, as may be released, from time to time, by Motorola in accordance with an Engineering Change Notice.

2. **Motorola Responsibilities.**

- 2.1 **Repair.**

- 2.1.1 **Portables – Motorola Repair Center Service.** Motorola will provide repair or replacement of Portables, at its option, with a five (5) business day in-house turnaround time, provided the Portable is delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts, or boards with new parts or boards or, at Motorola's option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards or Portables will become the property of Motorola. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance. Business days do not include US holidays or weekends.

- 2.1.2 **Mobiles and Control Stations.**

- 2.1.2.1 Mobile and Control Stations – Motorola Repair Center Service. Motorola will provide repair or replacement of Mobiles and Control Stations, at its option, with a five (5) business day in-house turnaround time, provided the Mobile and/or Control Station device is delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts, or boards with new parts or boards or, at Motorola's option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards or Mobile and/or Control Station devices will become the property of Motorola. Turnaround time represents the time a product spends in the repair

process; it does not include time in transit, including customs clearance. Business days do not include US holidays or weekends.

2.1.2.2 Removal and Reinstallation of Mobiles and Control Stations to Facilitate Motorola Repair Center Service.

2.1.2.2.1 At No Cost to Municipality Subject to Exclusions. Essential Service does not include onsite repair service. Essential Service also does not cover the cost of uninstalling Mobiles and Control Stations from vehicles and dispatch stations or the reinstallation of such Equipment following Essential Service. Subject to the exclusions set forth in Section 4 of this Schedule 2(b) (entitled "*Limitations and Restrictions*"), to further facilitate interoperability by lessening downtime of Mobiles and Control Stations and expediting Warranty repairs of Mobiles and Control Stations, the County, at no cost to Municipality, will pay Motorola's authorized installer at the hourly rate set forth in the County's Motorola Contract to uninstall those Mobiles and Control Stations installed in Municipality's vehicles and/or dispatch stations and to reinstall such Mobiles and Control Stations following Essential Service onsite at Municipality's facility(ies) located in Orange County, New York.

2.1.2.2.2 Additional Costs to Municipality Due To Exclusions. If Municipality contacts Motorola's authorized installer for onsite service pursuant to Section 2.1.2.2.1 above, and Motorola's authorized installer determines that Essential Service is excluded as set forth in Section 4 of this Schedule 2(b) including, but not limited to, misuse of Equipment pursuant to Sections 4.1.5 and 4.1.7 or damage of Equipment pursuant to Sections 4.1.3, 4.1.4, 4.4.12 or 4.1.13, the Municipality shall be solely responsible for all costs and charges of Motorola's authorized installer for such onsite service in accordance with Motorola's standard Time and Materials (T&M) rates.

2.2 Shipping. Motorola will provide two-way shipping when Motorola On-Line (MOL), or MyView Portal is used to initiate a repair. A shipping label will be generated via MOL, MyView Portal, or by contacting the Motorola System Support Center ("Motorola SSC") to initiate the return process.

3 Municipality Responsibilities.

3.1 Serial Numbers. Essential Service requires the identification of Equipment by serial number(s). All Municipality's Equipment is identified by serial number on Schedule 2(a) to the Agreement. Municipality must provide Motorola a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under Essential Service.

3.2 Initiating Repair. When initiating a repair, Municipality must contact Motorola to obtain a Return Material Authorization (RMA) number for each faulty Equipment device. Municipality must label each package correctly with a shipping label generated via MOL, MyView Portal, or the Motorola SSC, and include a completed Return Material Authorization (RMA) for each Equipment device submitted.

3.3 Removing Municipality Data. Municipality is solely responsible for removing from the Equipment any data, or other information that Municipality wishes to destroy or retain prior to sending the Equipment for repair.

4 Limitations and Restrictions

4.1 Exclusions. Municipality will incur additional charges (which charges will not be covered by the County) at the prevailing rates for any of the following activities, which are not covered under the Essential Service:

- 4.1.2 Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, carrying cases;
- 4.1.3 Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction;
- 4.1.4 Repair of problems caused by third parties' software, accessories or peripherals not approved in writing by Motorola for use with the Equipment;
- 4.1.5 Repair of problems caused by using the Equipment outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party;
- 4.1.6 Repair of problems caused by unauthorized alterations or attempted repair;
- 4.1.7 Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training;
- 4.1.8 Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on Schedule 2(a) to the Agreement;
- 4.1.9 Performance of any file backup or restoration;
- 4.1.10 Completion and test of incomplete application programming or system integration if not performed by Motorola and specifically listed as covered under an agreement between the County and Motorola;
- 4.1.11 Software release updates;
- 4.1.12 Accidental damage, chemical or liquid damage, or other damage caused outside of normal Equipment operating specifications; and
- 4.1.13 Cosmetic imperfections that do not affect the functionality of the Equipment.
- 4.2 **Software Support Excluded.** Software support for unauthorized modifications or other misuse of Equipment software is not covered.
- 4.3 **Additional Essential Service Exclusions.** Motorola is not obligated to provide support for any Equipment:
 - 4.3.2 That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software), except by Motorola authorized service personnel;
 - 4.3.3 That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable productspecification; or
 - 4.3.4 If Municipality fails to comply with the obligations contained in applicable product purchase agreement(s) and/or the applicable software license agreement and/or Motorola terms and conditions of service.

- 4.4 **Additional Costs to Municipality for Exclusions.** Where Equipment is submitted for a repair that is outside the scope of Service, such repair may be quoted by Motorola for additional cost to Municipality (and no cost to the County) in accordance with Motorola's standard Time and Materials (T&M) rates and terms and conditions. Motorola will notify Municipality of any incremental charges related to the exclusions set forth in this Section 4 prior to completing the repair and said repair will be subject to acceptance of the quotation by Municipality

RESOLUTION NO.: 326 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF AGREEMENT WITH
THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT
IN CONNECTION WITH THE MY BROTHER'S KEEPER FELLOWS PROGRAM

WHEREAS, pursuant to the requirements of the My Brother's Keeper Fellows Program and requests for proposals issued by the New York State Education Department, the Newburgh Enlarged City School District wishes to enter into a Memorandum of Agreement with the City of Newburgh and Blacc Vanilla to establish a fellows program for 4 Newburgh Enlarged City School District 11th grade students, with an emphasis on boys and young men of color, leadership opportunities in local government and/or education; and/or business, and assist fellows in the development of service projects beneficial to the schools they attend and the communities they live in through partnerships with mentors to help ensure that the students apply, are accepted into follow and enroll in December of 2020; and

WHEREAS, the City Council of the City of Newburgh finds that authorizing the Mayor to execute a Memorandum of Agreement with the Newburgh Enlarged City School District for the purpose establishing and administering a fellows program for boys and young men of color, as annexed hereto and made part hereof; the same being in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh that the Mayor be and he is hereby authorized to execute a Memorandum of Agreement with the Newburgh Enlarged City School District for the purpose establishing and administering a fellows program for boys and young men of color consistent with the My Brother's Keeper and New York State Department of Education requirements; and that the City Manager be further authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to administer the fellows program and the City of Newburgh's obligations thereunder.

326-19

My Brother's Keeper Fellows Program Memorandum of Agreement

Section I - Introduction and Program Summary:

Pursuant to the requirements of the My Brother's Keeper Fellows Program (hereafter referred to as the "program") requests for proposals ("RFP") issued by the New York State Education Department (hereafter referred to as "NYSED") the purpose of this document is to describe the agreement between the following entities:

- Newburgh Enlarged City School District (hereafter referred to as "NECSD")
- City of Newburgh (hereafter referred to as "CN")
- Blacc Vanilla (hereafter referred to as "BC")

to establish a fellows program for four (4) Newburgh Enlarged City School District 11th grade students (hereafter referred to as "fellows"), with emphasis on boys and young men of color, leadership opportunities in local government and/or education; and/or business, assist fellows in the development of service projects beneficial to the schools they attend and the communities they live in through partnerships with mentors to help ensure that the students apply, are accepted into follow and enroll in December of 2020. The Program shall operate from December 2020 through June 30, 2022

The Program and its partners shall adhere to the New York State MBK Milestones to benefit the school and/or community. The six NYS MBK Milestones are:

1. Ensuring equitable access to high quality schools and programs;
2. Expanding prevention, early warning, and intervention services;
3. Using differentiated approaches based on need and culture;
4. Responding to structural and institutional racism;
5. Making comprehensive and coordinated support services widely available; and
6. Engaging families and communities in a trusted and respectful way.

The Program and its partners shall also work diligently towards achieving the three purposes of the MBK - Fellows' program.

Section II - Purpose of the Program

The Purpose of the Program shall be to:

1. encourage and support young men in making good choices, becoming more resilient, overcoming educational and community obstacles, and achieving their dreams in life, thereby improving their communities and the state;
2. address limited career exposure and close opportunity gaps by engaging participants in

internships, work experiences, and service projects that build their knowledge and skills. The program's approach is to engage student leaders in meaningful experiences that expose them to the world of policy-making, legislation, community services, civic engagement, entrepreneurship and other valuable learning experiences; and

3. create and sustain a network of MBK Program Ambassadors-former Fellows who are engaged as leaders in their local communities and who provide input and feedback to state education department administrators, legislators, the NYS Board of Regents, municipal elected officials and their peers, based on their Fellowship experiences.

Section III - Specific Roles and Responsibilities

In accordance with NYSED requirements, each member of the MBK - Fellows Partnership will adhere to a set of specific, clearly defined responsibilities designed to insure that the program will achieve the intended goals and objectives.

Joint Responsibilities of the School and Partnering Agencies

- Ensure that all procedures and regulations for health, fire, safety, parent consents, medical and other emergency procedures will be clearly listed and disseminated, and that they will conform to applicable local and state standards.
- Structure and facilitate meaningful communication between the partnering agency staff and the MBK - Fellows program staff. Provide on-going opportunities for agency staff and MBK - Fellows staff to plan, coordinate, and integrate mentoring with MBK - Fellows activities.
- Hold regularly scheduled advisory meetings (monthly) between the staff of the partnering agencies, and other appropriate personnel and key stakeholders including students, families and community members to discuss all issues pertaining to the MBK - Fellows program. Agenda items will include, but not be limited to effectiveness of program features, student development, and other aspects of program evaluation.
- Develop mechanisms and opportunities to communicate on a regular basis with both the members of the program's students, including information regarding the MBK - Fellows program that is accessible in a public space.
- Recruit, select, and enroll student participants in the MBK - Fellows program and disseminate program information.
- Identify potential mentors for fellows and are Network Mentors for high school students that have been accepted into college. Ensure that fellows and their mentors participate in the NYSED MBK Statewide Symposium to be held in Albany, NY.

Newburgh Enlarged City School District.

- Recommend and manage mentors from agency and other appropriate staff who may be eligible to participate in program.
- Interview and contract with mentors who are eligible to work in the program. Disseminate program information to attract eligible mentors.
- Develop application for fellows' program and identify eligible student candidates for program;
- Advertise and market the program by distributing flyers and otherwise informing parents and students of about the program.

- Provides facilities for mentors, fellows and mentees to meet and technology for monthly NYSED and mentor/mentee meetings.
- Provides the Executive Director of Equity and Access and the Director of Family and Community Engagement who will manage day to day program operations.
- Coordinates the activities of the sub-contracting organizations in the MBK - Fellows program
- Ensure insure that all applicable health and safety standards are met for the safety of all
- students who enroll in the program, Provide access, with parental permission, to student grades, attendance, test scores and
- other information deemed necessary to fulfill the reporting requirements of the Program,
- Identify special populations of students for services in the program.
- Manage fiscal operations and prepares the appropriate financial reports and vouchers.
- This includes paying mentors and fellows specified stipends as outlined in the program proposal. Track goals and evaluate progress towards goals of the MBK - Fellows program. Information requested by evaluators is to be provided in a timely manner. This may include, but not be limited to, sharing school profiles and all relevant data in the public domain.

City of Newburgh

- Recommend and manage mentors from agency and other appropriate staff who may be eligible to participate in program.
- Provides qualified mentors for fellows' development activities.
- Ensures that all staff undergoes the required background checks and screenings.
- Assists in the marketing of the program and the recruiting of students and parents.
- Adheres to the New York State MBK Milestones.
- Attends all scheduled meetings with the Program Advisory Team.
- Works with the appropriate NECSD staff to insure that all applicable health and safety standards are met.
- Maintains the appropriate level of general liability insurance.
- Helps to market and promote the program.
- Help provide internships, work experiences, career exposure, and service projects that build the knowledge and skills of the fellows in order to close the career exposure and opportunity gaps between minority and non-minority students.

Blacc Vanilla

- Recommend and manage mentors from agency and other appropriate staff who may be eligible to participate in program.
- Provides qualified mentors for fellows' development activities.
- Ensures that all staff undergoes the required background checks and screenings.
- Assists in the marketing of the program and the recruiting of students and parents.
- Adheres to the New York State MBK Milestones.
- Attends all scheduled meetings with the Program Advisory Team.
- Works with the appropriate NECSD staff to insure that all applicable health and safety standards are met.
- Maintains the appropriate level of general liability insurance.
- Helps to market and promote the program.
- Help provide internships, work experiences, career exposure, and service projects that build the knowledge and skills of the fellows in order to close the career exposure and opportunity gaps between minority and non-minority students.

Section IV - Advisory/Governance Structure

The Executive Director of Equity and Access and the Director of Family and Community Engagement will have executive level oversight for the administration of the program. They will work with the central office administrators, building administrators, and partners and serve as the primary contact and liaison between the partners, fellows, mentors and high school mentees.

The Executive Director of Equity and Access and the Director of Family and Community Engagement will manage the day to day operations of the program and provide direct supervision to program participants. The Executive Director of Equity and Access and the Director of Family and Community Engagement will also maintain the performance and attendance data and be responsible for preparing reports to NYSED and other agencies as required. The Executive Director of Equity and Access and the Director of Family and Community Engagement will also establish manage the Program Advisory Team.

The Program Advisory Team will provide assessment, analysis and recommendations of the program to the Executive Director of Equity and Access and the Director of Family and Community Engagement.

Section V-Communication and Accountability

The Executive Director of Equity and Access and the Director of Family and Community Engagement partners, fellows, mentors and mentees shall meet on a monthly basis to monitor Program operations. These individuals will make adjustments to programming and facility as necessary.

The Executive Director of Equity and Access and the Director of Family and Community Engagement will meet every two weeks. They will conduct monthly program evaluations and shall inform the Superintendent of Schools of any actions that take place. NECSD, the lead agency, shall have sole responsibility for the hiring, training, management of program staff.

NECSD shall share with the partnering agencies and the duly designated representative from a student's assigned school any and all information related to student progress. All agrees to participate in any and all evaluations conducted by NECSD, NYSED or their designees. NECSD and the partnering agencies agree and acknowledge that any and all information released to NYSED, the State of New York or designees shall protect the privacy of enrolled students, their parents, guardians or other family members. NECSD will share with the partnering agencies the results of any project evaluations conducted by NECSD, NYSED or their designees.

Section VI - Conflict Resolution and Grievance Procedures

Any conflicts or grievances between, NECSD or any subcontracting service provider shall be resolved and adjudicated by a majority vote of the members of the Executive Management Team which will consist of the Mayor of the City of Newburgh, President of 100 Men for Newburgh or the designees of the partnering agencies, the Executive Director of Equity and Access and the Director of Family and Community Engagement, district administrators or their designees. Grievances must be submitted in writing and will be reviewed within ten business days of submission. Each parties retains the right to terminate this agreement at anytime deemed in its best interest with 10 days written notice via certified mail.

Section VII - Coordination of Registration and Recruitment

NECSD will provide the marketing materials, conduct the outreach and supply the personnel to insure the Program reaches the required targets. The Program Director/Facilitator will be responsible for coordinating the recruitment effort and support of partner agencies, mentors and mentees. The Executive Director of Equity and Access and the Director of Family and Community Engagement, in conjunction with the district administrators, will hold recruitment drives and orientations for students, parents and mentors.

The NECSD shall provide distribution of program recruitment materials to students. The NECSD will provide space as necessary to accommodate student orientations, mentor/mentee meeting space and NYSED required monthly meetings.

Section VIII – Required Performance Targets, Outcomes, and Evaluation T

The NECSD and partnering agencies and all subcontracted service providers hereby affirm their commitment to insuring that the Program reaches all performance targets, outcomes and goals as determined by the MBK - Fellows program and as documented in this agreement.

Remainder of this page intentionally left blank

MBK- Fellows Partnership Agreement Signatures

December 13, 2019 - June 31, 2022

Superintendent, NECSD

Dr. Roberto Padilla

Print Name, Superintendent, NECSD

Date

City of Newburgh Mayor

Torrance Harvey

**Print Name, Mayor, City of Newburgh
(or designee)**

Date

CEO Blacc Vanilla

Jerrord Lang

Print Name, CEO Blacc Vanilla

Date

RESOLUTION NO.: 215 - 2016

OF

AUGUST 8, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
PARTNERSHIP AGREEMENT WITH THE NEWBURGH ENLARGED CITY SCHOOL
DISTRICT IN CONNECTION WITH THE APPLICATION TO
THE NEW YORK STATE EDUCATION DEPARTMENT
FOR A FAMILY AND COMMUNITY ENGAGEMENT PROGRAM GRANT

WHEREAS, The New York State Education Department is now accepting applications for Family and Community Engagement Program Grants and will award maximum individual grants of \$150,000.00 for school districts, community-based organizations, and other groups to improve family engagement efforts in local communities; and

WHEREAS, the purpose of the Family and Community Engagement Program is to increase the academic achievement and college and career readiness of boys and young men of color and to develop and sustain effective relationships with families toward the goal of success for all students through parent advocacy, incorporating the use of mentors to improve student achievement, or creating outreach material in home languages so families can learn how to enhance school success for their children, beginning at the earliest ages, through high school and beyond; and

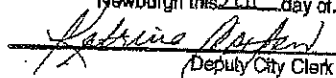
WHEREAS, the Newburgh Enlarged City School District is eligible to apply for Family And Community Engagement Program Grants and partnership agreements with local governments and community-based organizations are mandatory as part of the application; and

WHEREAS, the City Council of the City of Newburgh finds that entering into a partnership agreement with the Newburgh Enlarged City School District for the purpose of applying for a new York State Education Department Family and Community Engagement Program Grant is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute a partnership agreement with the Newburgh Enlarged City School District for the purpose of applying for and accepting a New York State Education Department Family and Community Engagement Program Grant in an amount not to exceed \$150,000.00 with a 15% match of applicant funds, private funds or in-kind services; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby;

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held AUG. 8, 2016
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 9th day of AUG. 20 16


Deputy City Clerk

RESOLUTION NO.: 327 - 2019

OF

DECEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
AN ART WORKS GRANT FROM THE NATIONAL ENDOWMENT OF THE ARTS
IN THE AMOUNT OF \$10,000.00 WITH A \$10,000.00 MATCH
TO CONDUCT A NEWBURGH ARTS AND CULTURAL SURVEY**

WHEREAS, by Resolution No. 21-2019 of January 28, 2019, the City Council of the City of Newburgh authorized the Interim City Manager, on behalf of the Newburgh Arts and Cultural Commission, to apply for an Art Works grant in the amount of \$35,000.00 from the National Endowment of the Arts to conduct an arts and cultural survey; and

WHEREAS, the City, on behalf of the NACC, was awarded a grant in the amount of \$10,000.00, which will be used to conduct the first comprehensive study that inventories and assesses the diverse arts and culture ecology in Newburgh, NY and will be guided by a group of representative advisors and stakeholders who will gather data and create an inventory of the broad range of arts-and-cultural activities and destinations in the City of Newburgh by conducting focus groups and engaging residents from all neighborhoods and communities and the resultant survey will establish a baseline, and in-depth understanding of the City's cultural assets, how people engage with them, and how they can encourage economic, social, and cultural growth in Newburgh in order to enable informed and coordinated decisions by City government, investors, businesses, organizations, and residents for future investment and growth strategies for the City's cultural infrastructure; and

WHEREAS, the grant in the amount of \$10,000.00 requires a match in the amount of \$10,000.00, which shall be derived from donations; and

WHEREAS, this Council has determined that accepting said grant and the donations made in support of the match is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept an Art Works grant in the amount of \$10,000.00 from the National Endowment of the Arts to conduct an arts and cultural survey; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to accept said donations for the grant match with the appreciation and thanks of the City of Newburgh.

Project Budget Form

Rev. 5/31/16

This form can be used to submit your initial application budget and any subsequent budget revisions.

Detailed instructions for this form are available on our website at www.arts.gov/manageaward.

Unless you are informed otherwise, you must match the NEA funds dollar for dollar.

- All costs included in this budget, whether paid for with NEA funds or your cost share, must be directly allocable to the project activity, allowable, and adequately documented per the General Terms & Conditions for NEA Awards. Actual, allowable expenditures must be reported on all payment requests and financial reports.
- Only include costs expected to be incurred within the period of performance, which can begin no earlier than the earliest allowable start date noted in the guidelines for this NEA funding opportunity. Costs such as salaries, wages, fringe benefits, and administrative overhead may need to be pro-rated to reflect this period.
- Provide a detailed breakdown of any large line items.
- For equipment, clearly note items to be rented or leased versus those to be purchased. For purchases, you must provide specific written justification for items with a unit value of \$5,000 or more, and a useful life of more than one year.
- Do not include unallowable costs such as receptions/parties, alcoholic beverages, cash prizes, construction, visa fees paid to the U.S. Government, unspecified foreign travel, or miscellaneous. Unallowable costs cannot be supported with NEA funds OR with matching funds. Learn more about unallowable costs in the How to Manage Your NEA Award Handbook.
- This budget cannot include overlapping project costs with any other Federal award, or include matching funds originating from a Federal source.

If you are revising your initial application, consider streamlining your project budget to help ease your administrative burden associated with managing a Federal award. See the Project Description block on the next page for more information. Form begins on page 2.

IMPORTANT: All changes are subject to NEA approval.

Paperwork Reduction Act Statement

The public reporting burden for this collection of information is estimated at an average of one hour per response. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. We welcome any suggestions that you might have on improving the guidelines and making them as easy to use as possible. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: webmgr@arts.gov, Attention: Reporting Burden. Note: applicant/awardees are not required to respond to the collection of information unless it displays a currently valid U.S. Office of Management and Budget (OMB) control number.

Project Budget Form

Rev. 10/10/19

Applicants, Offerees, and Current Awardees:		Submit this form via REACH. For awards issued before 9/30/2017, email to grants@arts.gov	
Organization. Provide your legal name and SAM.gov address. Legal Name: City of Newburgh Address: 89 Broadway Newburgh NY 12550		Application/Award # 1857335-62	
		Project Budget Date 01/13/20	
		Period of Performance Requested (MM/DD/YYYY) From To 1 / 13 /2020 1 / 31 /2021	
PROJECT DESCRIPTION. <u>Applicants:</u> if this is your initial application budget provide a brief summary of your project. If you have provided narrative information in another format, you may attach that. If you are responding to a notification of recommended/offer funding then describe any change(s) from your application, including changes in project activity. If there are no changes to the project scope, state that here. <u>Current recipients requesting an amendment:</u> review How to Manage Your NEA Award Handbook for more information. Attach additional pages as needed. To support Newburgh Arts & Cultural Study the first comprehensive survey that inventories and assesses the diverse arts and culture ecology in Newburgh, NY. Guided by a group of advisors, the Consultant and Project Manager gather data and create an inventory of range of arts-and-cultural activities and destinations in the City, conducting focus groups and engaging residents. The resultant report, data and maps establish a baseline, offering a rich and in-depth understanding of the City's cultural assets, how people engage with them, and how they encourage economic, social, and cultural growth in Newburgh. The final report enables informed and coordinated decisions by City government and its stakeholders for future investment and growth strategies for the city's cultural infrastructure. Detailed changes to the project are as follows: 10 advisors will be 5-10 non-stipend advisors; paid internship will be replaced with for-credit internship; 10 focus groups will be 3-5 focus groups without Spanish translator; marketing and digital outreach will be conducted in-house; The Summit and publication will be reduced to a digital share out.			
Authorizing Official. Identify the person who has the legal authority to approve this budget on behalf of your organization. Name (Last, First) Hersson-Ringskog, Naomi ☐ Mr. ☒ Ms. ☐ Other _____ Title Founder, Dept of Small Interventions E-mail NRingskog@gmail.com Telephone (202) 413 - 4262			
Project Director. Identify the person who can answer specific questions about this project. Name (Last, First) Miller, Naomi ☐ Mr. ☒ Ms. ☐ Other _____ Title Member of the Newburgh Arts & Culture Commission E-mail nm@naomimillerconsulting.com Telephone (845) 857 - 8570			
Primary Contact. Identify the person who can answer specific questions about this budget. If the same as either above, leave blank. Name (Last, First) Reilly, Helen ☐ Mr. ☒ Ms. ☐ Other _____ Title Grant Administrator, City of Newburgh E-mail HReilly@cityofnewburgh-ny.gov Telephone (845) 569 - 7321			

Project Budget Form

Rev. 5/31/16

PROJECT COSTS				
A. DIRECT COSTS				
Salaries and Wages. Include salaried employees. Pro-rate salaries to reflect only those incurred within the period of performance. (List artists, consultants, and contractors under Other Costs.)				
Title/Type of personnel	# of personnel	Annual salary/range	% of time allocated	Amount
N/A				
Total Salaries and Wages \$				\$ 0
Fringe Benefits (%)				
Total Fringe Benefits \$				\$ 0
Total Salaries, Wages, and Fringe Benefits \$				\$ 0
Travel. Include transportation, lodging, and required subsistence during travel. Airfare charged to the award may not exceed the value of the least expensive class (e.g. coach) available. All foreign travel must be identified by country of origin/destination.				
Travelers (name, role, or number of people)	Origin	Destination	Amount	
N/A				
Total Travel \$				\$ 0
Other COSTS. Include all other direct project costs here and continuing on the next page, such as artist or consultant fees, marketing/promotion, supplies and materials, publications, distribution, access accommodations such as sign language interpretation or braille (no construction/renovation costs), shipping/cartage, rental of venues or equipment etc. If you are not claiming Indirect Costs below, you may also include a pro-rated portion of administrative overhead.				
Item				Amount
Consultant Fee				\$ 15,000
Project Managers				\$ 5,000
Total Other COSTS \$				\$ 20,000
Total DIRECT COSTS (Total Salaries, Wages, and Fringe Benefits + Total Travel + Total Other COSTS)				\$ 20,000

Project Budget Form

Rev. 5/31/16

B. INDIRECT COSTS.

If applicable, include indirect costs as,

- ☐ A de minimis rate, not to exceed 10% of modified total direct costs. See 2 CFR 200.414 (f) for eligibility.
- ☐ Approved as part of a current Federally-negotiated Indirect Cost Rate Agreement (provide copy of agreement).

Cognizant Agency	Type [select]	Rate (%)	Effective Period (From/To)	Base \$
Total INDIRECT COSTS				\$ _____
TOTAL PROJECT COSTS (Total DIRECT COSTS + Total INDIRECT COSTS)				\$ _____ \$ 20,000

PROJECT INCOME

ORGANIZATION SHARE: CASH. Include your organization's contributions, cash donations, non-Federal grants, and revenues such as ticket income or tuition fees. Federal funds subgranted from a state arts agency, regional arts organization, or local arts agency cannot be used as match.

Source	Amount
Individuals	\$ 1,901
Corporate	\$ 2,250
Foundations	\$ 6,250

THIRD-PARTY IN-KIND. Include goods or services provided by individuals/entities outside of your organization (third-party contributions). All items listed here must correspond directly to a project cost line item to determine allowability.

Item and Source	Fair Market Value
Project Facilitator	
Advisors	
NACC	

NEA AMOUNT

TOTAL PROJECT INCOME (RECIPIENT SHARE + NEA AMOUNT) \$ _____ \$ 10,401

RESOLUTION NO.: 328 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF ORANGE
TO PROVIDE FOR REIMBURSEMENT OF FUNDS TO
THE CITY OF NEWBURGH WITH RESPECT TO CERTAIN
URBAN RENEWAL PROJECTS FOR THE PERIOD
OF JANUARY 1, 2020 TO DECEMBER 31, 2020 IN THE AMOUNT OF \$25,000.00

WHEREAS, the Orange County Department of Public Works (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an agreement, a copy of which is attached hereto and made a part hereof, to provide for the funding of certain urban renewal projects within the City for the year 2020; and

WHEREAS, the County shall provide the City a total annual sum not to exceed Twenty Five Thousand (\$25,000.00) Dollars for the completion of certain urban renewal projects; and

WHEREAS, such funds shall be used exclusively for the acquisition, rehabilitation, improvements and otherwise implementing and completion of urban renewal projects within the City's limits; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached agreement with the County of Orange to provide for a total annual sum not to exceed Twenty Five Thousand (\$25,000.00) Dollars in order to obtain the available funding for certain urban renewal projects.



**INTER-MUNICIPAL AGREEMENT -
FUNDING FOR URBAN RENEWAL PROJECT**

THIS AGREEMENT is entered into on _____, 2019, by and between the **County of Orange** (the "County"), a municipal corporation of the State of New York, with its principal offices located at 255-275 Main Street, Goshen, New York 10924, and the **City of Newburgh** (the "City"), a municipal corporation of the State of New York, with its principal offices located at 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties agree that entering into this Inter-Municipal Agreement (the "Agreement") will be in the best interest of both the County and the City; and

WHEREAS, entering into this Agreement is voluntary and will not be construed so as to interfere with or diminish the power or authority of the County or the City.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt, existence and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The County shall provide to the City twenty-five thousand dollars (\$25,000.00) for expenditures to be made by, or on behalf of, the City for an urban renewal project.
2. The urban renewal project to be funded by this Agreement, whole or in part, shall consist of renovations to the municipal building located at 123 Grand Street, Newburgh, New York. It is anticipated that the work will include, but will not necessarily be limited to renovations to both the subject municipal building and surrounding area.

3. Within 150 days of the City's receipt of the twenty-five thousand dollars (\$25,000), the City shall provide to the County receipts, invoices, bills and/or other documentation evidencing the expenditure of the twenty-five thousand dollars (\$25,000) on renovations to the municipal building located at 123 Grand Street, Newburgh, New York. The County may request additional documentation in support of the expenditure(s) made by the City, and all such requests shall be reasonable in both time and scope.

4. The City shall reimburse the County any portion of the twenty-five thousand dollars (\$25,000) if the documentation required by paragraph 3 herein is not received by the County within 150 days of the City's receipt of the twenty-five thousand dollars (\$25,000).

5. The City shall reimburse to the County any portion of the twenty-five thousand dollars (\$25,000) that is not expended on renovations to the municipal building located at 123 Grand Street, Newburgh, New York, within 150 days of the City's receipt of the twenty-five thousand dollars (\$25,000).

6. The County shall have no obligation to the City beyond the payment of funds in accordance with the terms and conditions of this Agreement.

7. This Agreement constitutes the complete and final expression of the terms of the Agreement between the Parties, and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any prior agreement or understanding, whether expressed verbally or in writing, shall be deemed to be null and void and of no further effect.

8. No modification or amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the Parties. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and

effect to the terms and conditions contained in any such modification or amendment of this Agreement.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

10. To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the County, County 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), arising out of any negligent, reckless, intentional or otherwise wrongful act or omission of the City that relates to the subject-matter of this Agreement.

11. The City shall provide proof of Workers' Compensation and Disability Coverage's as required by the New York State Worker's Compensation Board and such proof shall be attached to this Agreement.

12. All provisions of Federal, State and local laws, rules, regulations and ordinances governing non-discriminatory practices; warranties against collusion; solicitation or procurement; warranties against conflicts of interest; ethics laws; confidentiality; fair practices and any other legally imposed safeguard, shall apply to this Agreement, and all acts performed by the City relating to this Agreement.

13. This Agreement shall be binding upon, and inure to the benefit of, the Parties, and to their respective successors and/or assigns.

14. Neither party to this Agreement shall assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of the other party. Any assignment without the prior written approval of the other party to this Agreement shall be void.

15. The City shall maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, or the funds provided to the City pursuant to this Agreement.

16. The City shall retain all books, records and other documents relevant to this Agreement, or the funds provided the City pursuant to this Agreement, for six (6) years after the termination of this Agreement. The County, or any State and/or Federal auditors, and any other person or entity duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

17. Any notice or communication required by this Agreement shall be sent via first class mail to:

For the County:

Erik Denega, P.E., P.M.P.
Commissioner, Department of Public Works
2455-2459 Route 17M, P.O. Box 509
Goshen, New York 10924

For the City:

Joseph P. Donat
City Manager, City of Newburgh
83 Broadway
Newburgh, New York 1550

18. The Parties have the right to designate additional or different recipients and/or addresses.

19. The County shall have no liability under this Agreement to the City, or to any other person or entity, beyond funds appropriated and made available for this Agreement.

20. This Agreement is for the sole benefit of the Parties, and is not for the benefit of any other person or entity. No other person or entity shall have standing to require satisfaction of

the terms and conditions of this Agreement, or be deemed to be a beneficiary of the terms and conditions of this Agreement.

21. Any legal suit, action or proceeding arising out of, or relating to, this Agreement shall be commenced in the Supreme Court, Orange County, and the parties irrevocably submit to jurisdiction and venue of such court in any such suit, action or proceeding.

22. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any party by reason of the extent to this Agreement was prepared by, or on behalf of, any party.

23. This Agreement does not create a partnership or agency relationship between the Parties.

24. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all such counterparts shall together constitute one (1) and the same instrument.

25. The failure of either of the Parties to enforce at any time any provision of this Agreement shall not constitute a waiver of any such provision, or a waiver of a remedy that may be available for a breach. No condition of this Agreement shall be considered waived by the parties unless such waiver is explicitly given in writing.

26. Each signatory to this Agreement represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the County and/or the City.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

IN WITNESS WHEREOF, the County of Orange and the City of Newburgh have entered into this Agreement as of the date above written.

COUNTY OF ORANGE

CITY OF NEWBURGH

Steven M. Neuhaus
County Executive

Joseph P. Donat
City Manager

Dated: _____

Dated: _____

RESOLUTION NO.: 329 -2019

OF

DECEMBER 9, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2019

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 19, 2019 and the second regular meeting of December 23, 2019 be and hereby are cancelled.

RESOLUTION NO.: 330 - 2019

OF

DECEMBER 9, 2020

A RESOLUTION TO CO-SPONSOR
THE 2020 WE CARE OUTREACH THANKSGIVING DAY DINNER

WHEREAS, We Care Outreach held a Thanksgiving Day dinner on November 28, 2019 in the Activity Center, located at 401 Washington Street, Newburgh, NY; and

WHEREAS, We Care Outreach proposes to hold a Thanksgiving Day dinner on Thanksgiving Day in November 2020; and

WHEREAS, a request was made to the City Council to support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the 2020 We Care Outreach Thanksgiving Day dinner as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the 2020 We Care Outreach Thanksgiving Day dinner as a City-sponsored event.

RESOLUTION NO.: 331 - 2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF
CLAIM WITH STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
a/s/o ALL COUNTY LANDSCAPE, INC. IN THE AMOUNT OF \$ 12,699.79 AND
LIBERTY MUTUAL INSURANCE a/s/o ALL COUNTY LANDSCAPE, INC.
IN THE AMOUNT OF \$10,200.00

WHEREAS, State Farm Mutual Automobile Insurance Company a/s/o All County Landscape, Inc. ("State Farm") brought a claim against the City of Newburgh; and

WHEREAS, Liberty Mutual Insurance a/s/o All County Landscape, Inc. ("Liberty Mutual") brought a claim against the City of Newburgh; and

WHEREAS, State Farm and the City have reached an agreement for the payment of the claim in the amount of Twelve Thousand Six Hundred Ninety-Nine and 79/100 Dollars (\$12,699.79) in exchange for a release to resolve all property damage claims among them; and

WHEREAS, Liberty Mutual and the City have reached an agreement for the payment of the claim in the amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00) in exchange for a release to resolve all property damage claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of State Farm Mutual Automobile Insurance Company a/s/o a/s/o All County Landscape, Inc. in the total amount of Twelve Thousand Six Hundred Ninety-Nine and 79/100 Dollars (\$12,699.79); and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Liberty Mutual Insurance a/s/o All County Landscape, Inc. in the total amount of Ten Thousand Two Hundred and 00/100 Dollars (\$10,200.00); and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlements as herein described.

RESOLUTION NO.: 332 -2019

OF

DECEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ACKERLY & HUBBELL APPRAISAL CORP.
FOR PROFESSIONAL APPRAISAL SERVICES AT A COST OF \$5,000.00
IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST
THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING
ORANGE COUNTY INDEX NOS. 5871-2017, 7948-2018, & 5863-2019
INVOLVING SECTION 14, BLOCK 3, LOT 26.3 (WOODS HILL NEWBURGH LLC)

WHEREAS, Woods Hill Newburgh LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018, 2018-2019, and 2019-2020 tax assessment years bearing Orange County Index Nos. 5871-2017, 7948-2018, and 5863-2019, respectively; 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 the City's defense in the aforesaid proceedings; and

WHEREAS, the firm of Ackerly & Hubbel Appraisal Corp. 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 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 Counsel may require, with Ackerly & Hubbel Appraisal Corp. for professional appraisal services in connection with tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018, 2018-2019, and 2019-2020 tax assessment years bearing Orange County Index Nos. 5871-2017, 7948-2018, and 5863-2019, respectively, at a cost of \$5,000.00.

NEW BUSINESS

Councilwoman Rayford thanked staff from the fire and codes department for assisting with the We Care event. She thanked Mayor Harvey for allowing prayer to return to the agenda in 2020.

Councilwoman Monteverde stated that the council already voted on it, and there should be Separation of Church and State. She did not want to be made to feel as if someone is shoving prayers down peoples' throats.

Mayor Harvey remarked that it was not done by a resolution. If we can get equal representation from all of the various faiths, then we can reinstate the prayer. If we discover that only one faith is being represented more often than the others, than we may have to go back to the Moment of Silence. The faith-based community has been reaching out to him constantly for the past six months. As long as we have equal representation from the faith groups, then he would be willing to make a compromise to have it reinstated on the agenda in 2020. He feels that it is fair, and it does not exclude people. A lot of people in our community want to reinstate prayer, and he has met with leaders from just about every faith group, with the exception of the Buddhist faction. It should not be a problem for anyone, as this Nation was built on compromise. If people feel offended, then they can be excused from that portion of the meeting.

Michelle Kelson remarked that she did not prepare a resolution concerning it.

Councilman Grice stated that he is a Born-again Christian. He attends a local church faithfully, and the church is very community-oriented. He hopes that people know he is a Christian by the way that he treats people, and not because he prays. In this situation he is open to prayer, because it is a part of his everyday life. Public opinion is important, but, he takes into account the data and the facts on the issues too.

Councilwoman Sofokles stated that a person can pray for anyone that he or she wants to in a Moment of Silence. The council was all in agreement with it last year. Then she heard that it was going to be reinstated, and this is not what the council agreed on. She does not have a problem with the prayer personally; but, as a council, we try to get a

consensus, and that did not happen. She is disappointed that it was not done as a collective effort. She does not wish to disrespect anyone; but, she has to think about it first. She does not want to make a rash decision.

Councilman Sklarz agrees with Sofokles. He feels strongly about the Separation of Church and State. He also feels strongly about requiring someone, in a public setting, to have to sit through a prayer that he or she may not believe in. We all know that 90% of the prayers that have come before the microphone were from the Christian faith. To hear this now at the table for the first time is unfair.

Mayor Harvey pointed out that in all fairness, it was his intent to bring this up to the council offline, and out of the public forum; but, Councilwoman Rayford brought it up tonight publicly. He respects everyone's opinion, and he does not have a problem with the matter either way. Yet if you look at the demographics historically, there are a lot of Christians in this city. He took a lot of abuse behind the topic. There has to be a compromise.

This portion of the meeting was closed.

OLD BUSINESS

Councilman Grice wanted to defer to Councilwoman Rayford on any old business since tonight is her last meeting.

Councilwoman Rayford stated that she had no old business to discuss.

Mayor Harvey discussed the parking challenges at the Mullins Apartment. He recommended that they form a tenant advisory association, so that the tenants in the City of Newburgh have a voice. A housing meeting was set up with the city, in which the Housing Authority cancelled the meeting. The city is unable to set up a tenant advisory association. He encouraged the tenants to do it, so that one person can't be targeted for speaking out against matters. The tenants can come together as one collective body.

Community Voices Heard is another good vehicle to reach out to help them organize the committee. It would have to be done independent of city government, and it must stand on its own. Once you are organized, then the City can write letters, in support of matters, and on the behalf of the tenants association.

Michelle Kelson pointed out that if there are concerns regarding the fear of retaliation, then she recommended that a person go directly to the oversight agency, HUD, with the complaint.

This portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice reiterated that there seems to be an information problem. He urged people to stay current on the issues, to ask questions and stay abreast of the bylaws. By keeping current on issues, it will serve everybody better in the long run. He hopes that the fire and police departments will begin to share the aggregate data with the public on a quarterly basis. Grice stated that we do have heated debates, and sometimes we do discuss sticky subjects that are often necessary; but, at the end of the day, when the council comes to a decision after hashing it all out, then it is done on a unified front.

Councilwoman Rayford stated that this is it for her. She thanked God for putting her in this position, and she knew that she had to carry out a mission. In speaking about prayer, in general, she conveyed her comments in song. In short, the message she stated was that 'One night with the King changes everything.'

Councilman Sklarz thanked everyone for coming to the meeting. He wished everybody a wonderful holiday season.

Councilwoman Sofokles stated that Rayford indeed has a beautiful voice. She encouraged everyone to continue to come out to the meetings, and there are a lot of people that come to the meetings regularly, which she is glad to see. Don't be afraid to contact the council with any questions, as all of the councilpersons are all very receptive. She wished everyone a happy holiday.

Mayor Harvey commented that at the end of December, he will have served four years on the council, and it is an honor and a privilege. He thanked Rayford for her service, and he stated that they ran together on the Democratic Team for Change four years ago. Some significant changes were brought forth in that time, and although they haven't always agreed on everything; it is OK, because he still loves and respects her. He appreciates her voice on the council, and he hopes that she will continue to be a voice in this city, because it is important. Harvey also thanked her family, because people tend to forget that the time that the council serves in public service takes time away from family time. He stated that we can disagree with each other with civility and respect, and he pointed out that some issues, such as the prayer, are going to have challenges. But nonetheless, as his grandmother always told him, "this too shall pass," and the council will get through it. The mayor wished everyone a happy holiday.

There were no other comments at this time.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:47 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CLERK