



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
February 10, 2020
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence/ Momento de Silencio
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on January 27, 2020
Aprobación del Acta de la Reunión General del Concejal del 27 de enero de 2020
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 30 - 2020 - Award of Bid# 2.20 Wastewater Treatment Plant Grinder Replacement Project

A resolution authorizing the City Manager to award Bid #2.20 to Duperon Corporation in the amount of \$215,300.00, and to purchase an optional 2-year warranty in the amount of \$5,600.00, both for the wastewater treatment plant grinder replacement project.

Una resolución autorizando al Gerente de la Ciudad a otorgar la Licitación #2.20 a Duperon Corporation por el monto de \$215,300.00, y comprar una garantía opcional de 2 años por el monto de \$5,600.00, ambos para el Proyecto de Reemplazo de la Amoladora de la Planta de Tratamiento de Aguas Residuales.

7. Resolution No. 31 - 2020 - Supporting the Findings of the Meadow Hill Relief Sewer Evaluation

Resolution supporting the engineering evaluation findings of Arcadis of New York, Inc. reviewing the Town of Newburgh Meadow Hill Parallel Sewer Relief Project and authorizing the City Engineer to issue a letter to proceed.

Una resolución apoyando los resultados de la evaluación de ingeniería de Arcadis de New York, Inc. revisando el Proyecto de Alivio del Alcantarillado Paralelo de Meadow Hill del Pueblo de Newburgh y autorizando al Ingeniero de la Ciudad a emitir una carta para continuar.

8. Resolution No. 32 - 2020 - SEQRA Type II - Capital Bond

Resolution of the City Council of the City of Newburgh assuming lead agency status under State Environmental Quality Review Act (SEQRA) for certain 2020 Capital Plan Projects, declaring the Projects to be Type II Actions, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents.

Una resolución del Ayuntamiento de la Ciudad de Newburgh asumiendo la condición de organismo principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para ciertos Proyectos del Plan de Capital 2020, declarando que los proyectos son Acciones de Tipo II, sin encontrar un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos SEQRA.

9. Resolution No. 33 - 2020 - SEQRA Type I - Capital Bond

Resolution of the City Council of the City of Newburgh declaring itself to be lead agency under State Environmental Quality Review Act (SEQRA) for the Municipal Parking Lot Paving Project, adopting an Environmental Assessment Form and issuing a negative declaration.

Una resolución del Ayuntamiento de la Ciudad de Newburgh asumiendo la condición de organismo principal bajo la Ley Estatal de Revisión de Calidad Ambiental (SEQRA) para el Proyecto de Pavimento del Lote de Estacionamiento Municipal, adoptando un Formulario de Evaluación Ambiental y emitiendo una declaración negativa.

10. Resolution No. 34 - 2020 - 2020 Capital Bond

Bond Resolution of the City of Newburgh, New York, adopted February 10, 2020, authorizing various capital projects in and for the City, stating the estimated total cost thereof is \$15,748,506, appropriating said amount therefor, and authorizing the issuance of not to exceed \$15,748,506 bonds of said City to finance said appropriation.

Una resolución de Bonos de la Ciudad de Newburgh, Nueva York

adoptada el 10 de febrero de 2020, autorizando varios proyectos capitales en y para la Ciudad, declarando el costo estimado total de \$15,748,506, apropiando dicha cantidad, y autorizando la emisión de para que no exceda los bonos de \$15,748,506 de dicha Ciudad para financiar dicha apropiación.

11. Resolution No. 35 - 2020 - Agreement with CMA for 2020

Resolution authorizing the City Manager to execute an agreement with Capital Markets Advisors LLC to provide professional services to the City of Newburgh relating to new issue bonds, bond anticipation notes, tax anticipation notes, deficit notes and budget notes.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con Capital Markets Advisors LLC para proporcionar servicios profesionales a la Ciudad de Newburgh en relación a la nueva emisión de bonos, notas de anticipación de bonos, notas de anticipación de impuestos, nota de déficit y nota de presupuesto.

12. Resolution No. 36 - 2020 - Newburgh Progress - Amendment to Agreement

Resolution authorizing an amendment to an agreement made by and among the City of Newburgh, Liberty Progress Limited Partnership, and Newburgh Progress Housing Development Fund Company, Inc.

Una resolución autorizando una enmienda a un acuerdo hecho por y entre la Ciudad de Newburgh, Progreso Libertad Sociedad Limitada, y Newburgh Progress Housing Development Fund Company, Inc.

13. Resolution No. 37 - 2020 - 746 Broadway - Satisfaction of Mortgage

Resolution authorizing the City Manager to execute a satisfaction of mortgage in connection with the premises located at 746 Broadway (Section 25, Block 4, Lot 40).

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción hipotecaria en conexión con las instalaciones ubicadas en la 746 de Broadway (Sección 25, Bloque 4, Lote 40).

14. Resolution No. 38 - 2020 - 25 Benkard Avenue - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Roy Lethen to the premises known as 25 Benkard Avenue (Section 45, Block 5, Lot 3).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Roy Lethen para las instalaciones conocidas como la 25 de la Avenida Benkard (Sección 45, Bloque 5, Lote 3).

15. Resolution No. 39 - 2020 - Purchase of 352 Third Street
Resolution to authorize the conveyance of real property known as 352 Third Street (Section 16, Block 8, Lot 17) at private sale to Flor E. Romano for the amount of \$45,000.00 .

Una resolución autorizando el traspaso de bienes raíces conocidas como la 352 de la Calle Third (Sección 16, Bloque 8, Lote 17) en una venta privada a Flor E. Romano por el monto de \$45,000.00

16. Resolution No. 40 - 2020 - Purchase of 234 First Street and 236 First Street
Resolution to authorize the conveyance of real property known as 234 First Street (Section 22, Block 5, Lot 21) and 236 First Street (Section 22, Block 5, Lot 22) at private sale to Sonia Siguencia for the total amount of \$21,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 234 de la Calle First (Sección 22, Bloque 5, Lote 21) y la 236 de la Calle First (Sección 22, Bloque 5, Lote 22) en una venta privada a Sonia Secuencia por el monto total de \$21,000.00.

17. Resolution No. 41 - 2020 - Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) Public Hearing and 15-Day Public Comment Period

Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2019.

Una resolución programando la audiencia pública y abriendo el periodo de comentario público de 15 días para el Año Fiscal 2019 sobre el Reporte Anual de Rendimiento y Evaluación Consolidado (CAPER) de la Subvención de Bloque de Desarrollo Comunitario (CDBG).

18. Resolution No. 42 - 2020 - 2020-2021 Gun Involved Violence Elimination(GIVE) Initiative

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of \$425,000.00 with no City match for the period July 1, 2020 to June 30, 2021.

Una resolución autorizando al Gerente Municipal para solicitar y aceptar si es otorgado una subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucrada con Armas de Fuego (GIVE) para mejorar el cumplimiento de la ley en la Ciudad de Newburgh para lograr, a largo plazo, la reducción de la delincuencia por el monto de \$425,000.00 el cual

no requiere que la Ciudad iguale los fondos durante el periodo del 1 de julio de 2020 al 30 de junio de 2021.

19. Resolution No. 43 - 2020 - Amend the 2020 Personnel Book to add a Temporary Fire Lieutenant Position

Resolution amending the 2020 Personnel Analysis Book to add one (1) lieutenant position on a temporary basis in the City of Newburgh Fire Department.

Una resolución enmendando el Libro de Análisis de Personal 2020 para añadir un (1) puesto de Teniente de forma temporal en el Departamento de Bomberos de la Ciudad de Newburgh.

20. Resolution No. 44 - 2020 - Consent Judgement for Woods Hill Newburgh LLC

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the Tax Certiorari proceedings against the City of Newburgh in the Orange County Supreme Court Bearing Orange County Index Nos. EF5871-2017, EF7948-2018 & EF5863-2019 involving Section 14, Block 3, Lot 26.3 (Woods Hill Newburgh LLC)

Una resolución aprobando el consentimiento de sentencia y autorizando al Gerente de la Ciudad a firmar dicho consentimiento de sentencia en conexión con los procedimientos de impuestos certiorari en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual porta los números de índice EF5871-2017, EF7948-2018 y EF5863-2019 involucrando la Sección 29, Bloque 6, Lote 5 (Woods Hill Newburgh LLC)

21. Resolution No. 45 - 2020 - Regulatory Agreement for 257 Liberty Street

A resolution authorizing the City Manager to execute a regulatory agreement in connection with the premises located at 257 Liberty Street (Section 18, Block 8, Lot 1.1)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo regulatorio en conexión con las instalaciones ubicadas en la 257 de la Calle Liberty (Sección 18, Bloque 8, Lote 1.1)

22. Resolution 46 - 2020 - Supporting an Increase in the Sales Tax in Orange County

A resolution of the City Council of the City of Newburgh Supporting an increase in the Sales Tax in Orange County to four percent.

Una resolución del Ayuntamiento de la Ciudad de Newburgh apoyando un incremento en los impuestos de ventas en el Condado de Orange a cuatro por ciento.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 30 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD BID #2.20
TO DUPERON CORPORATION IN THE AMOUNT OF \$215,300.00, AND
TO PURCHASE AN OPTIONAL 2-YEAR WARRANTY IN THE
AMOUNT OF \$5,600.00, BOTH FOR THE WASTEWATER
TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, the City of Newburgh has duly advertised for bids for the purchase and installation of equipment for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project; and

WHEREAS, the bids have been duly received and opened and Duperon Corporation is the low bidder, having submitted a bid amount of \$215,300.00; and

WHEREAS, the cost of an optional, 2-year, all-inclusive warranty for all equipment used in connection with the project is \$5,600.00; and

WHEREAS, the City Council believes it is in the best interests of the City of Newburgh to purchase the optional warranty for all equipment in the amount of \$5,600.00; and

WHEREAS, the funding for the purchase and installation of the equipment, and the purchase of the warranty, shall all be derived from New York State Environmental Facilities Corporation combination grant/loan CWSRF No. C3-7332-11-00;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the purchase and installation of equipment for the Wastewater Treatment Plant Grinder Replacement Project be and is hereby is awarded to Duperon Corporation, in the amount of \$215,300.00; that approval for the optional, 2-year, all inclusive warranty for all equipment in the amount of \$5,600.00 is hereby granted; and that the City Manager be and he is hereby authorized to enter into a contract for such work in these amounts.



Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

January 16, 2020

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Clean Water State Revolving Fund (CWSRF) Project No. C3-7332-11-00
Combined Sewer Overflow Long Term Control Plan
City of Newburgh, Orange County
SPDES No. NY0026310
Engineering Report, Plans & Specifications Technical Eligibility

Dear Mr. Morris:

The New York State Environmental Facilities Corporation (EFC) has reviewed your submissions for the referenced water pollution control project. Enclosed, please find the EFC stamped cover page(s) for the following documents:

Engineering Report

Entitled, "Engineering Report for Proposed Modifications at the City of Newburgh Water Pollution Control Plant – Grinder Replacement Project" dated August 16, 2016 and revised March 22, 2018 prepared by CJS Engineering, P.C.

Project Manual Including Specifications & Plans

Entitled, "City of Newburgh WWTP Grinder Replacement Project, Bid No. 2.20" dated December 2019, including plan sheets dated 7/19/16 & revised 4/16/18, prepared by CJS Engineering P.C.

The Engineering Report, Plans and Specifications were approved by the NYS Department of Environmental Conservation on March 10, 2017. EFC must review and accept all revisions to the contract documents referenced above.

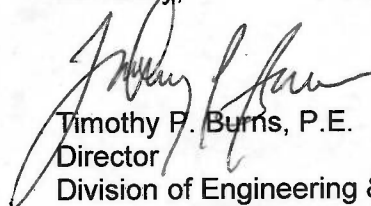
The reviewed submission is hereby made eligible for Clean Water State Revolving Fund (CWSRF) financial assistance by the EFC. The submission meets CWSRF program requirements and applicable State rules, regulations, and standards concerning the design of wastewater treatment facilities and water pollution control projects. EFC has been delegated authority by the New York State Department of Environmental Conservation (NYSDEC) to approve engineering reports, plans and specifications, addenda, and associated change orders for projects that are eligible for CWSRF financial assistance.

Please be advised that this determination is subject to the following conditions:

1. **THAT** this letter be kept on file by the Owner.
2. **THAT** the approved set of plans and specifications, along with all approved addenda, be available at the project site at all times.
3. **THAT** the construction of the facilities shall be under the direction of a person or firm licensed to practice professional engineering in the State of New York under the Education Law of the State of New York, who shall be responsible to inspect work necessary for the construction of the project and determine whether such work has been performed in accordance with the accepted plans and specifications.
4. **THAT** the facilities should be fully constructed and completed in compliance with the engineering report and the accepted plans and specifications and accepted amendments thereto.
5. **THAT** the Owner ensures Contractors require Subcontractors to comply with applicable CWSRF contractual obligations.
6. **THAT** within thirty (30) days of the date Substantial Completion/Initiation of Operation has occurred, the Owner shall submit an electronic copy of a letter documenting the actual date of such Substantial Completion/Initiation of Operation.
7. **THAT** within thirty (30) days following completion of construction of the project, the Owner shall submit an electronic copy of a Certification provided by its Consulting Engineer stating that construction is in accordance with the accepted plans and specifications and accepted amendments thereto.
8. **THAT** the facilities shall be operated in compliance with applicable State Pollutant Discharge Elimination System (SPDES) Permit requirements.

If you have any questions please call Mr. Harry Nelson, P.E., Project Engineer, at (518) 402-7396.

Sincerely,



Timothy P. Burns, P.E.
Director
Division of Engineering & Program Management

Enclosures

- c: NYSDEC Region 3 – Meena George, P.E. (email)
CJS Engineering, P.C. – Charles Scolaro, P.E. (email)
P. Johnson (email)
T. Hack (email)
M. Howard (email)
C. Lamb-Lafay, DOW (email)

Engineering Report
For Proposed Modifications
at the
City of Newburgh
Water Pollution Control Plant
Newburgh, NY

Grinder Replacement Project

August 16, 2016

Revised January 3, 2017

Revised March 22, 2018

NYS ENVIRONMENTAL FACILITIES CORP.

Engineers
(This) ~~These~~ *Report* for CWSRF Project # C3-7332-11-00

City of Newburgh - Orange County

CSO Long Term Control Plan

are hereby deemed eligible (in whole or in part) by the New York State Environmental Facilities Corporation for funding through the New York Clean Water State Revolving Fund (CWSRF) Program.

See correspondence dated 9/16/2020 for detailed eligibility information.

Eligibility
Determination By: *[Signature]* P.E. Date: 16 Jan 2020

Recommended by: *[Signature]* Date: 1/16/20



[Signature] 3-22-18

CJS Engineering, P.C.
323 Glen Cove Avenue, Unit #1
Sea Cliff, NY 11579



City of Newburgh

83 Broadway, Newburgh, New York 12250

Project Manual

Volume 1 of 1

**City of Newburgh
Orange County, New York**

WWTP Grinder Replacement Project – Equipment Purchase Only Bid No. 2.20 SPDES #NY0026310

December 2019

NYS ENVIRONMENTAL FACILITIES CORP.

This ~~These~~ ^{Plans} ~~Specs~~ for CWSRF Project # C3-7332-11-00
City of Newburgh - Orange County
CSO Long Term Control Plan

is/are hereby deemed eligible (in whole or in part) by the New York State Environmental Facilities Corporation for funding through the New York Clean Water State Revolving Fund (CWSRF) Program.

See correspondence dated 01/16/2020 for detailed eligibility information.

Eligibility

Determination By: [Signature]

P.E. Date: 16 Jan 2020

Recommended by: [Signature]

Date: 1/16/20



[Signature] 12-20-19
Charles Scolaro, PE
License No.: 56371

Prepared By:

CJS Engineering, PC

323 Glen Cove Avenue, Box #1

Sea Cliff, NY 11579

516-674-0101

NOTICE TO BIDDERS
INVITATION FOR BIDS

for
**WWTP Grinder Replacement Project –
Equipment Purchase Only**
located at
City of Newburgh Water Pollution Control Plant
2 Renwick Street, Newburgh, New York 12550
Bid No. 2.20
City of Newburgh, Orange County, New York

Sealed bids will be received by the City Comptroller at: 83 Broadway, 4th Floor, Newburgh, NY 12550 until **11 a.m. (local time) Wednesday, January 29, 2019**, at which time Bids will be publicly opened and read aloud.

The scope of work includes furnishing, supervising the installation, and providing start-up assistance of two new mechanically cleaned bar screens, and one new screw conveyor to transport the trash and solids to a dumpster. This new equipment will be installed under a separate contract. The equipment is to be delivered to the City of Newburgh Wastewater Treatment Plant located at 2 Renwick Street in Newburgh, New York. Delivery shall be made to the Wastewater Treatment Plant on a weekday (excluding holidays) between the hours of 7:00 am to 3:00 pm (EST) with 24-hour notification given to the Wastewater Treatment Plant staff for scheduling purposes.

The work includes providing all materials and machinery necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: furnishing two (2) new mechanically cleaned bars screens and one (1) new screw conveyor. The manually cleaned bar screen, currently located in the bypass channel, will remain. Only one channel will be out-of-service at any one time. There should be no impact on the operation of the remaining treatment process.

Complete sets of the drawings, specifications and bid forms, becoming available to the public on **Friday, December 27, 2019** may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Bidders are required to comply with the Minority Woman Owned Business Enterprise requirements and prevailing wage rates, where and when applicable, as prescribed by the laws of the State of New York and funding requirements of the New York State Environmental Facilities Corporation (NYS EFC). Information on the EFC and the wage rates are included in the Contract Documents as required by New York State law and NYS EFC for the convenience of the Bidders. Bidders shall confirm the rates prior to the Bid and assemble Bid prices accordingly. Whenever State and Federal wage rate determinations list different minimum rate of pay for the same class of workers, the MANUFACTURER and all Subcontractor shall pay the higher of the two rates.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders.

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

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

<u>Owner</u>	<u>Contact</u>	<u>Consultant</u>	<u>Contact</u>
City of Newburgh 83 Broadway Newburgh, NY 12550	Jason C. Morris, P.E. City Engineer	CJS Engineering, PC 323 Glen Cove Avenue, Box #1 Sea Cliff, NY 11542	Charles Scolaro, PE Principal cscolaro@cjs-eng.com

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: December 25, 2019
City Comptroller

"An equal opportunity affirmative action employer"



City of Newburgh

83 Broadway, Newburgh, New York 12250

Project Manual

Volume 1 of 1

**City of Newburgh
Orange County, New York**

**WWTP Grinder Replacement Project –
Equipment Purchase Only
Bid No. 2.20
SPDES #NY0026310**

December 2019



12-20-19
Charles Scolaro, PE
License No.: 56371

Prepared By:

CJS Engineering, PC
323 Glen Cove Avenue, Box #1
Sea Cliff, NY 11579
516-674-0101

City of Newburgh, Orange County, New York

WWTP Grinder Replacement Project

Equipment Purchase Only

Bid No. 2.20

SPDES #NY0026310

Duperon Proposal: P4576 R2

January 24, 2020

TABLE OF CONTENTS

- 1) Bid Form
- 2) Scope of Supply/Terms & Conditions
- 3) Mechanically Cleaned Full Penetration Bar Screen Specification
- 4) Washer Compactor Specification
- 5) Site Specific Drawing

- 4 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID PRICE:

two hundred fifteen thousand, three hundred

Text

\$ 215,300.⁰⁰

Numerical

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 10.6 of the General Conditions.

- 5 BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 13.8 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

- 6 The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required Bid Security in the form of Bid Bond or certified bank check
- d. Required BIDDER's Qualification Statement with supporting data
- e. Affidavit of Worker's Compensation
- f. Iranian Energy Sector Divestment
- g. EPA Form 6100-3: DBE Subcontractor Performance Form
- h. EPA Form 6100-4: DBE Subcontractor Utilization Form

- 7 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Duperon Corporation

1200 Leon Scott Ct

Saginaw, MI 48601

- 8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: January 24 2020
Month Day Year

State MANUFACTURER

License No.:

38-2578319

BID BOND

BIDDER, Name and Address:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601

SURETY, Name and Address of Principal Place of Business:

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER, Name and Address:

City of Newburgh
83 Broadway, 4th Floor
Newburgh, NY 12550

BID:

Due Date: January 29, 2020

Project, brief description and location:

WWTP Grinder Replacement Project
Equipment Purchase Only
Bid no. 2.20 SPDES #NY0026310

BOND:

Bond Number: N/A

Date, no later than Bid Due Date: January 29, 2020

Penal Sum: Five (5%) Percent of the accompanying bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

DUPERON CORPORATION

Bidder's Name and Corporate Seal

By: Sammy R. Bernier CEO
Signature and Title

Attest: Danay Thompson Controller
Signature and Title

SURETY, attached power of attorney:

WESTERN SURETY COMPANY

Surety's Name and Corporate Seal

By: Julie Decker
Julie Decker Signature and Title Attorney-in-Fact

Attest: Dawn M. Schmalz
Dawn M. Schmalz Signature and Title Bonding Serv Rep.

- 1 Above addresses are to be used for giving required notice.
- 2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the

Date: January 24, 2020

Proposal 4576 R2

Project: WWTP Grinder Replacement Project
Equipment Purchase Only
City of Newburgh, NY
Bid No. 2.20

Bid Date: January 29, 2020 @ 11:00 AM Local Time

Substantial Completion: 180 days

Addendum: No. 1

Engineer: CJS Engineering, PC
323 Glen Cove Ave. Box #1
Sea Cliff, NY 11579

Owner: City of Newburg
83 Broadway – 4th Floor
Newburg, NY 12550
Attn: City Controller

Duperon Contact:

David Herald – Lead Sales Project Manager
dherald@duperon.com

Lorene Bruns – National Sales Manager
lbruns@duperon.com
(989) 754-8800

Local Representation:

Richard Canton
Koester Associates, Inc.
(201) 446-0485 Phone
(973) 492-0400 Fax
170 Kinnelon Road, Ste. 37
Kinnelon, NJ 07405
rich@koesterassociates.com

To: City of Newburg:

Duperon is pleased to offer the following scope of supply including mechanical bar screen and accessories, as listed in the scope of supply. Please also refer to Duperon Contractor Installation Guides and Terms and Conditions attached.

We appreciate the opportunity to provide the following pricing for the screening requirements at the City of Newburgh WWTP Grinder Replacement Project. We look forward to the opportunity to work with you and thank you for your consideration.

Note: Duperon is a named manufacturer in the specification and can meet the functional intentions and performance criteria as written. There are however, design criteria outlined that is outside of the Duperon design. As such, Duperon is bidding to this scope of supply and our standard specifications. Please see attached.



Clarifications:

Screw Conveyor Specifications Duperon is supplying 1) Washer Compactor to accept debris from both screens this will wash and compact the debris while conveying the debris into the customers bin. Please see attached Duperon drawing and specifications.

Tech Spec II.D.3 Since VFD is used all of these conditions will be a VFD Fault and can be reset with the Fault Reset push button. No auto reversing is permitted as we flex out and around debris to remove from the channel.

Tech Spec II.C.2-3 Local Push button station will be rated NEMA 7 and contain HOA, FOR and Estop switches. Ultrasonic Level Controller will be located in the main panel so it will not need a NEMA 8 enclosure to house it.

Scope of Supply:

Specification Sections: Bar Screen and Screw Conveyor Specifications

Drawings: January 2019, BD-02

(2) Mechanical Bar Screen - Stainless Steel Link Driven, Front Cleaning, Front Return

- **Model FlexRake®**
 - **FP, Full Penetration, Indoor Installation**
- Continuous Cleaning without an operator
- Head Sprocket Only Design – no critical components under water
- Continuous Cleaning, top to bottom, the entire width of scraper
- Scrapers of UV Stabilized UHMW
- SSTL304 Side fabrications, dead plate and cross members
- SSTL304 Full enclosure covering from deck to discharge
- SSTL304 Enclosure access panels
- Name Plate
- Welds passivated after manufacturing
- SSTL304 Top deck support
- SSTL304 Fasteners
- Structural Review from a licensed PE with a NY Stamp
- ½ HP motor
- SSTL304 FlexLinks
- Drive Head:
 - Drive Sprockets coated cast iron with ductile cast iron end casting
 - Drive Shaft steel

Dimensions and design criteria

- 3.83 ft unit width with Duperon supplied 304 SSTL closeouts to existing channels
- 5.00 ft channel invert to top of operating deck
- 4.59 ft discharge clearance into Duperon washer compactor
- 13 ft nominal length of FlexLink and scraper system
- 0.75 inch clear opening
- Screen Bars 304 SSTL 0.25 inch x 1.00 inch rectangular shaped & individually replaceable
- 15 degree from vertical
- 1.00 ft head differential structural design
- 4,500 lbs estimated weight per screen



Hydraulic Profile

- 12 MGD Peak Flow per screen @ 35.5 inch downstream water level
- A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSTL parts

Estimated Anchor Bolts Needed Mechanical Bar Screen:

Estimated Anchor Bolts Needed for FlexRake (provided by Duperon):

- Anchor Bolts – per FlexRake
 - Bolts for FlexRake toes and plates
 - (12) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
 - Bolts for FlexRake Return Guide / Closeout
 - (14) 9.5 mm (3/8 inch) diameter x 85 mm (3-3/8) inch long Embed HAS Rods w/ Hilti RE-500V3 Safe Set Adhesive System
 - (3) Epoxy tube
 - (1) Dispenser
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.

(1) **Duperon® Washer Compactor - Dual Auger System**

- **Model WC3.B3.5**
 - 3HP Motor and gearbox
 - 4.50 ft from operating deck to top of washer compactor hopper rim
 - 9.00 ft long hopper length
 - 1.50 ft wide hopper width
 - Hopper spraybar
 - Name Plate
 - Welds passivated after manufacturing
 - Structural Review from a licensed PE with a NY Stamp
 - SSTL304 Top deck support
 - SSTL304 Materials of construction
- **Reduced Maintenance**
 - Accepts variable debris up to four inches, including rocks, clothing, concrete, metal, grease and septage – eliminating jams and equipment shutdown
 - Positive displacement technology assures that all debris which enters the hopper is washed, compacted, and discharged for disposal
 - Durable dual auger design eliminates debris wrapping
 - Non-clogging flood wash port located prior to compaction housing – ideal for non-potable water
- **Reduced Odor**
 - Up to 60% dry solids and up to 60% mass/weight reduction – significantly reducing fecal content and odor
- **Reduced Landfill Costs**
 - Up to 84% volume reduction
 - Self-Regulating Compaction Housing – allows for consistent dry solids output regardless of fluctuations in debris volume

Discharge chute design

- 8.00 ft long discharge chute

Washer Compactor Elephant Drop Sleeve

- Solid canvas flexible tube
- 10 ft overall length to direct debris into customers bin

Water supply and drain criteria

- Non-Clog Flood Washing
- Utilizes filtered effluent or municipal water
- Consumes 3 to 10 gallons per minute at 40 to 60 PSI



- 3.00 inch NPT male drain connection
- 0.50 inch NPT water supply connection

Estimated Anchor Bolts Needed for Washer Compactor:

Estimated Anchor Bolts Needed (**provided by Duperon**):

- Anchor Bolts
 - Bolts for anchor toes and plates
 - (4) 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
- Above quantities not guaranteed as accurate, final quantities will be outlined in submittals.

(1) Controls Package, Main Panel

- **NOTE: Referencing NFPA 820, the main control panel shall be removed from the equipment/channel by a minimum of 10 feet.**
- Main fusible disconnect for incoming power 480V/60hz/3ph
- Wall mount NEMA 4X SSTL304 enclosure
- Enclosure to be:
 - Located outdoors in an unclassified area
- Enclosure to include equipment
 - (2) FlexRakes with 1/2HP motor driven by AC Tech VFD with panel mounted keypad
 - (1) Washer Compactor with 3HP motor driven by AC Tech VFD with panel mounted keypad
- Relay Based logic, to include
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - Adjustable on/off cycle timers and off delay timer
 - Machine runs when remote start contact is made, level at set point or run timer is active, it will speed up based on level
 - Line reactor
 - HydroRanger 200HMI
- Weather protection devices inside enclosure
 - Heater, fan, thermostat and rain hoods

Instrumentation

- Differential Level Control per each screen
 - (2) Siemens XPS-15F Ultrasonic Level Transducers, (transducers must be installed at least 1.00 foot above the highest anticipated water elevation) included are mounting brackets FMS-310

Local to equipment mounted devices

- (3) Three Button NEMA 4/7/9 Enclosure for E-Stop, HOA, Jog-Reverse/Off/Forward, Forward selection is maintained

Bar Screen Spare Parts

- (1) Drive Clevis Pin
- (10) Snap Rings
- (4) Link Clevis Pins
- (4) Hex Head Cap Screw
- (4) Scraper Nut
- (1) Snap Ring Tool
- (1) 1 oz. Never Seez tube



Washer Compactor Spare Parts

- (2) Upper/Lower Support: Auger
- (2) Side Support: Auger
- (24) FHCS: 0.25-20x1
- (24) 0.25 Flat Washer SAE
- (24) 0.25 Nylock Nut
- (1) 1 oz. Never Seez
- (1) 14 oz grease tube

On Site Technical Assistance

- (2) Trip(s)
- (1) Technician
- (4) 8 hour man-day(s) total onsite
- *If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Bonding – see included documentation

- Bidder's surety – 5% of the project amount
- Upon award, performance and payment bond for 100% of the contract amount for a one year period commencing on the date of substantial completion

Warranty

- One Year Standard material and workmanship
- Five year warranty on all rotating parts **(FlexRake only)**

Freight to Jobsite

Price: \$215,300.00

Optional 2 Year All Inclusive Warranty for All Equipment

Add: \$5,600.00

Price is valid for 45 days from bid date.

Delivery:

- Submittals: 4-6 weeks after approved purchase order, based on workload
- Equipment Delivery: 8-12 weeks after approval based on workload
- FOB Jobsite, Freight Paid

Exceptions:

- As noted

Clarifications:

General Clarifications

- Prices are valid for 45 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$750 per day plus travel and per diem expenses. If field service personnel arrive on site as



scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.

- **Note: Duperon is a named manufacturer in the specification and can meet all functional intentions and performance criteria as written. There are however, design criteria outlined that is outside of the Duperon design. As such, Duperon is bidding to our standard specification. Please see attached.**
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.

Bar Screen Clarifications

- The bar screen will be shipped fully assembled
- A standard minimum downstream water depth of 1.00 ft is required for Flexrake to prevent galling of the moving SSTL parts. Modifications such as a sloped sump or downstream underflow weir may be necessary and is to be provided by others.
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Freeze protection
- Field assembly of SSTL screen enclosure and side shields required.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Spec II.C a NEMA 7 panel is called out, all the components would not fit into a NEMA 7 panel so it should be moved out to a non-classified area and include the Level transmitter, this section also calls out a motor starter which a VFD will be used instead
- Spec II.D.3 calls out overload relays and current sensors which will be handled by the VFD so these are not necessary. Also there is no auto reversing.
- Mounting hardware by others

Not Included:

- Anything not specifically stated in this Proposal.
- Tariffs, permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (ie, unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchor bolts.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.



- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Discharge system.
- Stilling wells.

Duperon Standard Payment Terms:

- 5% Due with placement of order
- 20% Invoiced upon submittal of engineering drawings
- 65% Invoiced at time of shipment
- 10% Invoiced upon successful start up or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

**Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175**

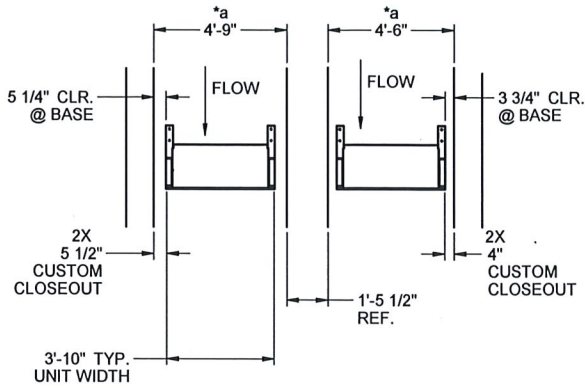
NOTE #1:

VERIFY THAT THE PROPOSED
INSTALLATION IS SUITED TO THE SITE.

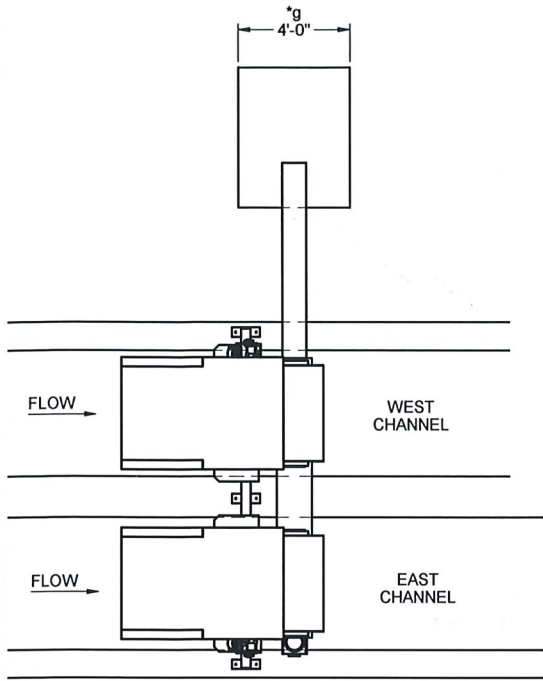
- VERIFY CHANNEL WIDTH DIMENSION, FULL
HEIGHT OF EACH CHANNEL.
- VERIFY MOTOR LOCATIONS (1) RIGHT HAND
(1) LEFT HAND SIDE OF EACH UNIT.
- VERIFY CHANNEL HEIGHT, EACH CHANNEL.
- VERIFY CHANNEL DEPTH DIMENSIONS, (2) PLACES,
EACH CHANNEL.
- VERIFY MINIMUM WATER EL. REQUIRED DOWNSTREAM.
- VERIFY MAXIMUM WATER EL.
- VERIFY DEBRIS CONTAINMENT HEIGHT AND
LOCATION (5) PLACES.

NOTE #2:

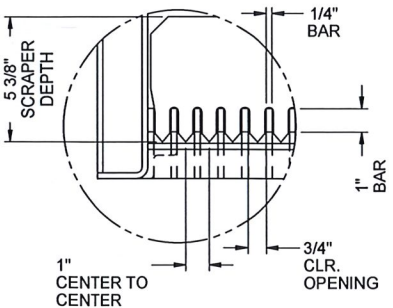
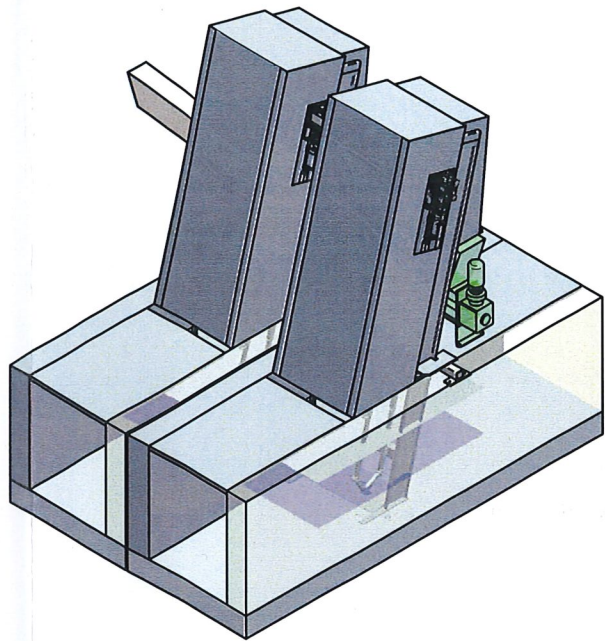
- BARSCREEN AND SCRAPERS
NOT SHOWN FOR CLARITY.
- SITE DIMENSIONS ARE SUBJECT TO
CHANGE UPON SITE VERIFICATIONS.
- FRONT AND REAR ENCLOSURE INCLUDED.
FRONT ENCLOSURE IS 14 GA. SSTL AND HAS
16 GA. REMOVABLE PANELS FOR ACCESS.
REAR ENCLOSURE IS 14 GA. SSTL AND HAS
HINGED DOORS w/ INTEGRAL VIEWING DOOR
FOR A QUICK LOOK. DOORS ALL HAVE THE
LIFT-SLIDE LATCH HANDLE FOR EASY ACCESS.
- DECK SUPPORT ACCESSORIES ARE INCLUDED FOR
FlexRakes(R) AND WASHER COMPACTORS TO SPAN
CHANNELS DUE TO NO CONCRETE DECK AVAILABLE FOR
SUPPORT.
- CUSTOM CLOSEOUTS INCLUDED FOR CHANNEL WIDTH
VARIATIONS.
- FOR SITES WITH FREEZING CONDITIONS A DEAD PLATE HEAT PAD
AND WC HEAT TRACE AND ACCESSORIES ARE RECOMMENDED.
NOT INCLUDED AT THIS TIME.
- PLATE/GRATING AND HANDRAIL MODIFICATIONS
AS REQUIRED (BY OTHERS).



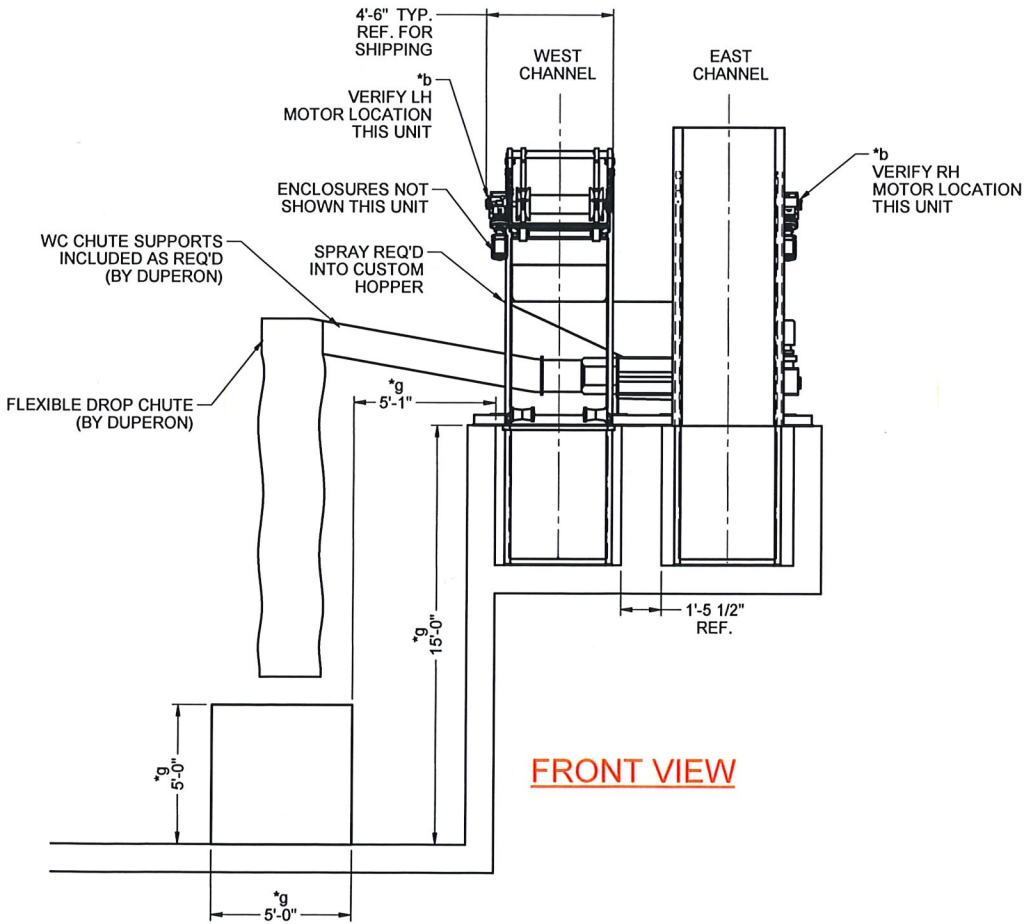
SECTION A-A



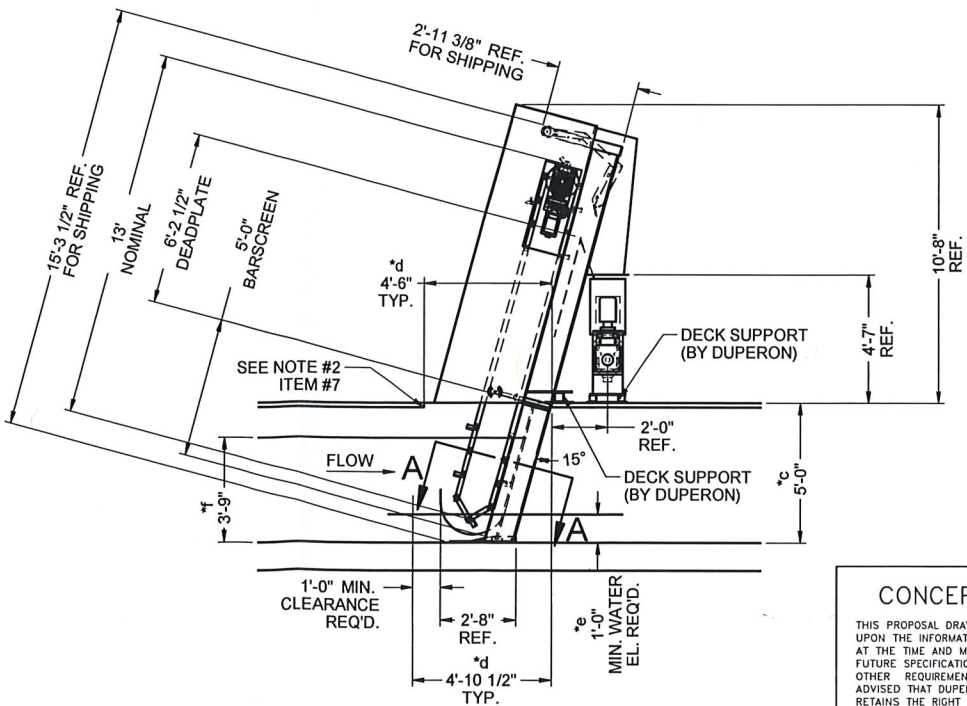
PLAN VIEW



SCRAPER DETAIL



FRONT VIEW



TYP. SIDE VIEW

CONCEPTUAL

THIS PROPOSAL DRAWING IS BASED
UPON THE INFORMATION AVAILABLE
AT THE TIME AND MAY BE IMPACTED BY
FUTURE SPECIFICATIONS, SCOPE, AND
OTHER REQUIREMENTS. PLEASE BE
ADVISED THAT DUPERON CORPORATION
RETAINS THE RIGHT TO REFUSE,
WITHDRAW, OR NEGOTIATE THIS
PROPOSAL AT ANY TIME PRIOR
TO SIGNING A MATERIAL CONTRACT.

PROPRIETARY

THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF
DUPERON CORPORATION AND MUST BE RETURNED
TO DUPERON IMMEDIATELY UPON REQUEST. THIS
MATERIAL AND THE INFORMATION ILLUSTRATED OR
CONTAINED HEREIN MAY NOT BE REPRODUCED,
COPIED, USED OR TRANSMITTED IN WHOLE OR IN
PART IN ANY WAY WITHOUT THE PRIOR WRITTEN
CONSENT OF DUPERON CORPORATION - SAGINAW, MI, USA

REV	DESCRIPTION	REVISIONS		
		DATE	REVISED	APPROVED
1	WAS SINGLE CHANNEL ARRANGEMENT	01/14/20	JSG	-

PART MARK NO.	NO. OF PCEER REQ'D.	DESCRIPTION	MAT'L STOCK	WT#	INCH LENGTH	NOTES
PRELIMINARY						
DIMENSIONING & TOLERANCING IN ACCORDANCE WITH ANSI Y14.5M-1982						
TOLERANCES - UNLESS OTHERWISE SPECIFIED: X = ±0.03 XX = ±0.01 XXX = ±0.005 XXXX = ±0.0005 ANGULAR = ±0.5°						
DRAWN JKL	DATE 05/09/11	 Saginaw, Michigan 48601 TF 800.383.8479 SHEET TITLE DUPERON CORPORATION FlexRake® PART NAME NEWBURGH, NY FINE SCREEN				
CHECKED -	DATE -					
APPROVED -	DATE -					
APPROVED -	DATE -					
APPROVED -	DATE -	SIZE D	FSCM NO.	DWG NO. P4576	REV 1	SHEET 1 OF 1
SCALE 1:40						

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #2.20 - WWTP Grinder Replacement Project

BID OPENING: Wednesday, January 29, 2020 at 11:00 a.m., local time

Bid Opening: Began at 11:01 a.m. and closed at 11:22 a.m.

Present: (Opened & Read Bids) Chad Wade, (Witnessed opening & recording) Elizabeth Garrison, Mike Bantz, (In front of) Joseph Taylor (Recorded bids received)

Contractors: Rich Canton w/ Koester Associates (Duperon Corp)

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original and Copy	Bid Form (Signed in Blue Ink)	Addendum No. 1	Certified Copy of Resolution of BOD Form	Non-Collusion Bidding Affidavit (Notarized)	Form of Security (Bond on City Form or Certified Check)	Bidder's Qualifications Questionnaire (Page 1 Revised per Addm. No. 1)	Affidavit of WC (Notarized)	Energy Sector Div. Act Affidavit (Notarized)	EPA Form 6100:3	EPA Form 6100:4	Lump Sum Bid Price	Additional Documents Submitted/Comments/ Official Planholder
1	Franklin Miller Inc.	1/23 @ 3:58 pm Y	outer envelope box - NO internal envelope	1 orig. No copy	yes	✓	✓	✓ Fully executed	✓ Certified Check	*Submitted but incomplete as BF-10 was not replaced with revised page issued in add. #1	✓	✓	✓	✓	212,624 ⁰⁰	
2	Mustech Engineer	1/28 10:21 H.S.	Outer envelope sealed & Not marked Inner Sealed & Marked	✓	✓ fully executed	✓	*City form not completed as required Bidder included their own document ✓	✓ fully executed	✓ Bond	✓ fully executed	✓ fully executed	✓ fully executed	X Not Included	X Not Included	215,614 ⁰⁰	Notation indicated *Added 4000 ⁰⁰ for Optional (2) two year warranty on screens and conveyors
3	Duperon Corporation	1/28 9:53 AM Y	✓	✓	✓ fully executed	✓	✓	✓	✓ Bond	✓	✓	✓	X Not Included	X Not Included	215,300 ⁰⁰	
4																
5																

RESOLUTION NO.: 31 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION SUPPORTING THE ENGINEERING EVALUATION FINDINGS
OF ARCADIS OF NEW YORK, INC. REVIEWING
THE TOWN OF NEWBURGH MEADOW HILL PARALLEL SEWER RELIEF PROJECT
AND AUTHORIZING THE CITY ENGINEER TO ISSUE A LETTER TO PROCEED**

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Sewer Agreement governing sewage treatment service and the construction of additional sewage treatment plant capacity dated May 6, 2004; and

WHEREAS, the Town of Newburgh proposes to undertake the Meadow Hill Parallel Relief Sewer Project; and

WHEREAS, the City of Newburgh is subject to an Order on Consent with the New York State Department of Environmental Conservation (NYS DEC) to resolve violations at the Wastewater Treatment Plant and for the development of the Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, by Resolution No. 6-2020 of January 13, 2020, the City Council authorized an agreement with Arcadis of New York, Inc. (Arcadis) to provide professional engineering services for review of the Town of Newburgh's Meadow Hill Parallel Relief Sewer Project to assess possible impacts to the City of Newburgh's Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, Arcadis completed its review and submitted a report finding that Town of Newburgh's Meadow Hill Parallel Relief Sewer Project will not impact the City of Newburgh's Combined Sewer Overflow Long Term Control Plan and will not require a modification to the Order on Consent for Case No. R3-20110107-17 between the City of Newburgh and the NYS DEC; and

WHEREAS, this Council determines that accepting the report and findings provided by Arcadis of New York, Inc. and authorizing the City Engineer to issue a "no objections" letter and notice to proceed to the Town of Newburgh 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 Council supports and accepts the report and findings provided by Arcadis of New York, Inc.; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that the City Engineer be and hereby is authorized to issue a "no objections" letter and notice to proceed to the Town of Newburgh in connection with the Meadow Hill Parallel Relief Sewer Project.

TECHNICAL MEMORANDUM

To:

Jason Morris, PE

Copies:

James Osborne, PE Town of
Newburgh

A.J. Brooks, PE

Kevin Castro, PE, GHD

Tyler Pitts, GHD

Arcadis of New York, Inc.

855 Route 146

Suite 210

Clifton Park

New York 12065

Tel 518 250 7300

Fax 518 371 2757

From:



Robert Ostapczuk, PE, Arcadis

Date:

January 27, 2020

Arcadis Project No.:

30043613

Subject:

**Town of Newburgh – Meadow Hill Parallel Relief Sewer Project
Engineering Review**

The City of Newburgh (City) retained Arcadis of New York, Inc. (Arcadis) to evaluate whether additional flows from the Town of Newburgh (Town) would impact the City's ability to meet its Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP). The City's LTCP is based on the presumptive approach, requiring that the City capture and treat 85 percent of flow to their Water Pollution Control Plant (WPCP).

Project Background

A pressure sewer that serves the Town's Meadow Hill South Area experiences sanitary sewer overflows (SSOs) during wet weather. The Town retained GHD Consulting Services, Inc. (GHD) to evaluate and design a solution to eliminate SSOs. GHD reported the sanitary sewer serving the Meadow Hill South Area has a capacity of approximately 2.5 million gallons per day (mgd) and peak wet-weather flow from the area is estimated to be 2.0 mgd. The average daily dry weather flow was reported to be approximately 0.2 mgd. GHD determined that there was a significant hydraulic restriction where the pressure sewer reduces from 6-inches to 4-inches under I-87 with, which limits the capacity to 0.4 mgd.

In order to eliminate SSOs, the Town plans to construct an 8-inch relief sewer to increase capacity during wet weather. The relief sewer is reported to be designed with hydraulic capacity of 1.7 mgd, resulting in total capacity of 2.1 mgd. The relief sewer will increase peak flows, as a result of wet weather, which ultimately flow to Regulator No. 2 in the City and could contribute to CSO discharges to the Hudson River when flows to the WPCP exceed 20 mgd.

Existing and Future Conditions

The City is required to perform certain improvements within the combined sewer system to reduce untreated CSOs to the Hudson River and maintain 88 percent capture. A planning level model of the combined sewer system was developed and calibrated in support of the development of the City's LTCP. Based on the typical year (2002) selected for the LTCP's development, it was estimated that there are 117 days of precipitation that resulted in 41 activations of Regulator No. 2 with an annual CSO discharge of 87 million gallons. Modeling demonstrated a total treated volume of 676 million gallons per year at the City's WPCP in the typical year.

Based on data provided by the Town, the Meadow Hill South Area experienced 19 SSOs in 2019. Comparing the total rainfall during 2019 to that of the typical year, 2019 had more wet weather, and thus can be considered a conservative representation of the overall system performance. A total of 42 inches of rain was reported in 2002 and a total of 50.85 inches of rain was reported in 2019, which is over 20 percent more rainfall than in the typical year.

Analysis

The original planning level model represented the Town's flows as two inputs to the City's combined sewer system. The model could not be modified to include the specific improvements to the Meadow Hill South Area without expanding the model significantly. Therefore, an alternative approach was developed to assess impacts to the City's percent capture. Arcadis analyzed how the time of concentration and peaking factor of the wet weather flow originating from the Town would impact performance.

Time of Concentration

The time of concentration is the duration for flow to travel from one point in the collection system to another. Flow metering was conducted for calibration of the model developed in support of the LTCP. Meter 18 represents the furthest flow meter from Regulator No. 2. See **Figure 1**. Peak flows during wet weather events were as high as 9 mgd in the 30-inch combined sewer at Meter 18. Assuming a flow of 6 mgd, a sewer slope of 0.016 ft/ft, and a Manning's roughness coefficient of 0.013, the peak velocity is approximately 8.0 feet per second (ft/s) at Meter 18. Based on the velocity of 8.0 ft/s and an approximate distance from Regulator No. 2 of 8,100 feet, the time of concentration for the flow to travel to Regulator No. 2 from Meter 18 is approximately 17 minutes.

For the new relief sewer, the total capacity including baseflow is 2.1 mgd, splits between a 10-inch diameter pressure sewer and a 6-inch diameter sewer on Union Avenue. The Meadow Hill South Parallel Relief Sewer Engineering Report indicates that 1.6 mgd will flow through the 10-inch sewer and 0.55 mgd will flow through the 6-inch sewer. Assuming a slope of 0.02 ft/ft and a Manning's roughness coefficient of 0.013, the velocities through the 6-inch diameter sewer and the 10-inch diameter sewer are 4.5 ft/s and 6.3 ft/s, respectively. Using the higher velocity and an approximate distance of 20,000 feet between the upgradient end of the 10-inch pressure sewer and Regulator No. 2, flow from the Meadow Hill South Area will require approximately 53 minutes to travel to Regulator No. 2.

Since the time of concentration values differ by 36 minutes, it is likely that during high intensity wet-weather events the peak flows from the Town's relief sewer and from the City's combined sewer will arrive at Regulator No. 2 at different times, with flows from the Town entering Regulator No. 2 on the downward leg of the Regulator No. 2 hydrograph, thus allowing for more flow to be directed to the WPCP.

Figure 2 shows the data collected from flow meters following a November 22, 2011 precipitation event. Meter 16 was installed within the City, downgradient of where flow from the Town enters the City's system.

Meter 17 was installed upgradient of where the Town's flow enters the City's system. The difference between Meter 16 and Meter 17, is meant to be representative of the Town's flow. The Town of Newburgh has a tributary area of 4,980 acres to Meter 16 and the City of Newburgh has a tributary area of 1,026 acres to Meter 16; approximately 83 percent of the total area tributary to Meter 16 is from the Town of Newburgh. Two meters that measured flows from only the City (Meters 17 and 15) are also shown in **Figure 2**.

The important patterns to note from this figure are the flows recorded at the beginning and at the end of the precipitation event. The two meters that measured only flow originating in the City's combined sewer system both show a rapid response to the beginning of the precipitation event, but the flows at each of these meters declines sharply as the precipitation slows (around 7:00 a.m. on 11/23/11). The pattern reflected by Meter 16, measuring flows from both a portion of the City and the Town, is distinctly different; while the flows still decline as the precipitation slows, the flows remain elevated for a longer duration. This pattern is more indicative of infiltration that would occur in a sanitary sewer collection system than it is of the inflow that occurs in the City's combined sewer system.

The flow metering data for the November 22, 2011 wet weather event supports the analysis that the peak flows from the Town in response to wet-weather events will lag the peak flows from the City. Approximately 50 percent of the flow to the WPCP passes through Regulator No. 2. In consideration of improvements required by the LTCP to increase screening and disinfection capacity to 49 mgd, flows less than 24.5 mgd at Regulator No. 2 should be treated at the WPCP. Following the construction of the relief sewer, the anticipated impact to the Meter 16 hydrograph would be a further elevated trailing leg below 24.5 mgd. This should result in increased combined sewage flows treated at the WPCP, therefore, increasing percent capture.

Peaking Factor

Peaking factor is a measure of the degree to which flow changes between dry weather and wet weather flows. Sanitary sewers are designed to accommodate flows based on peaking factors determined by the population in the area they serve. In combined sewer systems, observed peaking factors should be much higher than in separate sanitary sewer systems because combined sewer systems collect stormwater from intentional direct connections such as catch basins. Following wet weather events, the peaking factor for an area with a combined sewer system would first rise but should decline quickly as the dominating source of stormwater entering the combined sewer system transitions from inflow sources to infiltration sources. Separate sanitary sewer systems should not have as high of immediate responses to wet weather events, but they may have elevated flows following wet weather events due to infiltration.

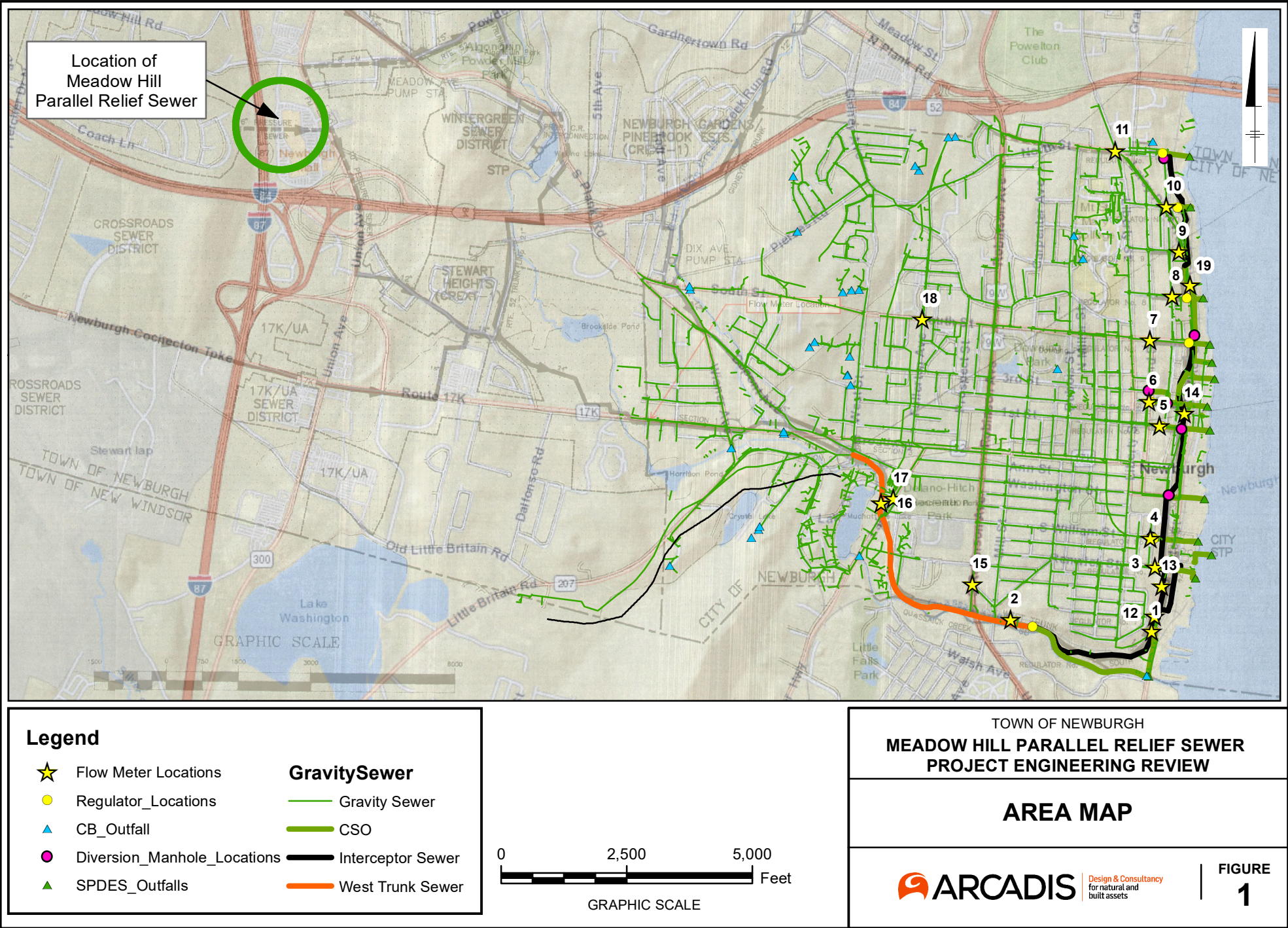
To analyze the City's and the Town's peak responses to wet weather events, instantaneous flow values were compared to average dry weather flow. In dry weather, the anticipated pattern in this analysis would follow a normal diurnal curve where the average dry weather flow occurs in the midpoints between high and low flows during a 24-hour period. In wet weather, the ratio of instantaneous flow to average dry weather flow may rise quickly following the wet weather event. This pattern should be more observable in combined sewer systems which exhibit faster responses to wet weather. After a precipitation event ends, the ratio of instantaneous flow to average dry weather flow in a combined sewer system should drop rapidly, whereas in a separate sewer system which may have higher infiltration, the ratio may remain elevated for a longer time.

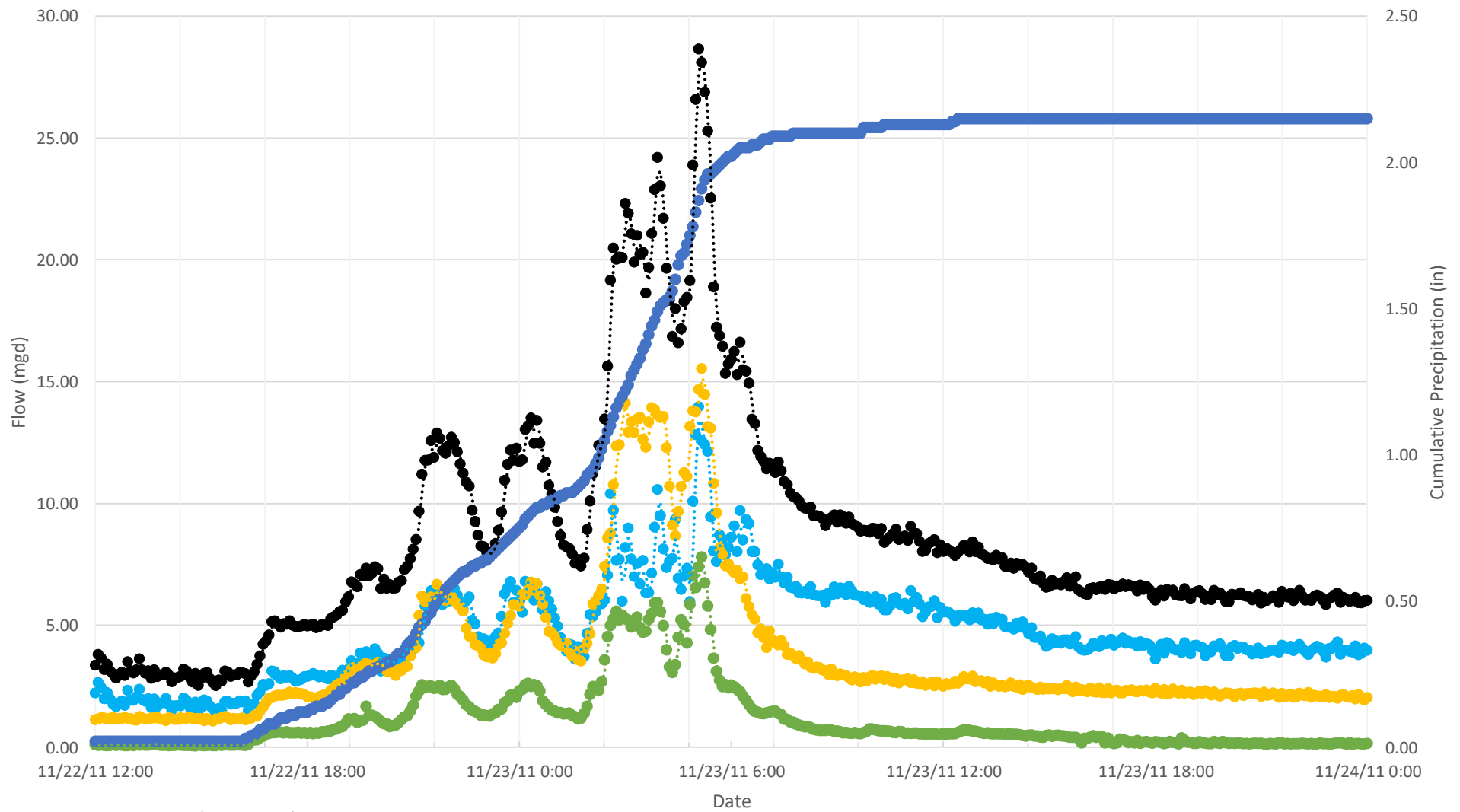
Figure 3 illustrates the responses of Meter 16, representing the Town's flow and some flow from the City, Meter 17, representing the City's flow, and the difference between the two flow measurements, before,

during, and after a wet weather event. Meter 16, which is dominated by flow from the Town, and the difference between Meter 16 and Meter 17, which removes the metered City flow from Meter 16, both demonstrated a typical ratio in instantaneous flow to average daily dry weather flow where between approximately 6:00 a.m. and 11:00 p.m., the ratio is over 1, and overnight, while less water is being used, the ratio drops below 1. Meter 17, during dry weather, maintained a ratio of approximately 1 of instantaneous flow to average daily dry weather flow, with only a slight decrease overnight. As the wet weather event begins, at approximately 4:00 p.m. on November 22, 2011, the ratio of instantaneous flow to average dry weather flow rises more notably for Meter 16 and Meter 17, but there is a less significant increase in the ratio of Meter 16 – Meter 17 to the approximated average dry weather flow. Following the wet weather event, the flow measured at Meter 16 remains elevated for a longer time than the flow from Meter 17, which is likely due to a combination of a longer time of concentration for flow from the Town's collection system and from infiltration occurring the sanitary sewer system of the Town.

Conclusions

Based on the analysis performed, the flows from the Town's Meadow Hills South Area should not negatively impact the City's percent capture. The percent capture would remain above the 85 percent threshold required under the United States Environmental Protection Agency (US EPA) CSO Control Policy presumptive approach and may even increase. This project should not require a modification of the Order on Consent for Case No. R3-20110107-17 between the City of Newburgh and the New York State Department of Environmental Conservation (NYS DEC).

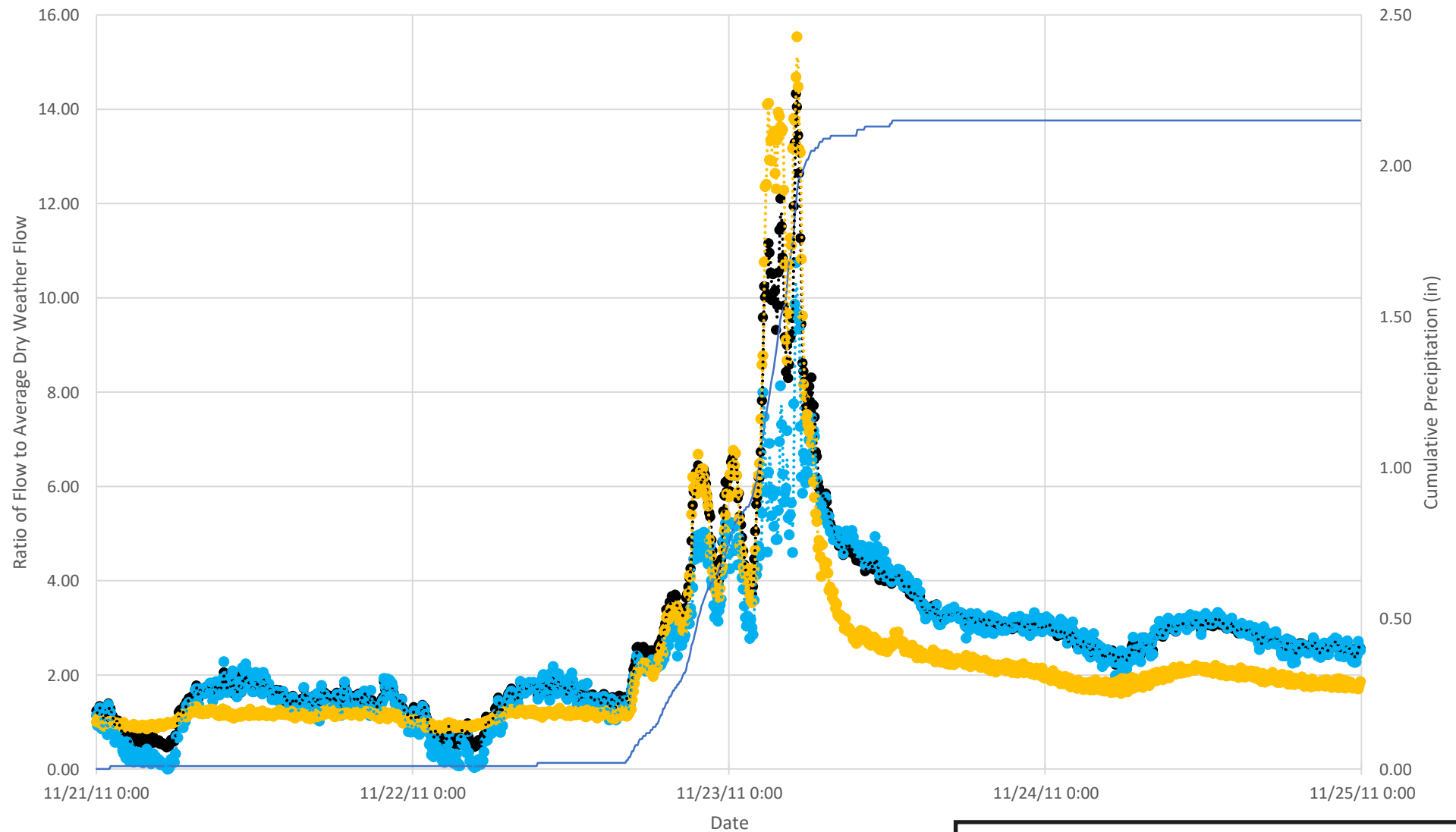




- Meter 16 (Town + City)
- Meter 16 - Meter 17 (Town)
- Meter 17 (City)
- Meter 15 (City)
- Rain Gauge
- 2 per. Mov. Avg. (Meter 16 (Town + City))
- 2 per. Mov. Avg. (Meter 16 - Meter 17 (Town))
- 2 per. Mov. Avg. (Meter 17 (City))
- 2 per. Mov. Avg. (Meter 15 (City))

TOWN OF NEWBURGH

MEADOW HILL PARALLEL RELIEF SEWER
PROJECT ENGINEERING REVIEW



- Meter 16 (City + Town)
- Meter 16 - Meter 17 (Town)
- Meter 17 (City)
- Rain Gauge
- 2 per. Mov. Avg. (Meter 16 (City + Town))
- 2 per. Mov. Avg. (Meter 16 - Meter 17 (Town))
- 2 per. Mov. Avg. (Meter 17 (City))

TOWN OF NEWBURGH

MEADOW HILL PARALLEL RELIEF SEWER
PROJECT ENGINEERING REVIEW

RESOLUTION NO.: 32 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQRA) FOR CERTAIN 2020 CAPITAL PLAN PROJECTS, DECLARING
THE PROJECTS TO BE TYPE II ACTIONS, FINDING NO SIGNIFICANT ADVERSE
IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, the 2020 Capital Plan prioritizes the repair and renovation of existing structures or facilities; repaving of existing highways; and purchase and/or replacement of necessary equipment, which will be financed by the sale of bond anticipation notes, as follows:

1. Grand Street Courthouse: replace building pneumatics with electronics; replace boilers; remove oil tank; repaint and replace interior flooring; renovate basement; repair and repave parking lot; reseal windows; repair outside steps
2. Broadway School Courthouse: repair roof, steps, sidewalks, and walls; software and computer replacement
3. Parking Meter System Improvements
4. Property Management – Maintenance: Dump Truck with plow; equipment
5. Municipal Buildings: HVAC equipment; construction and maintenance machinery and apparatus; equipment; repair and replacement of roof, walls, windows, doors
6. Central Printing Equipment
7. Information Systems Software and Hardware
8. Police Equipment
9. Traffic: Construction and maintenance machinery and apparatus and traffic control system repairs and improvements
10. Fire Department: Ladder Truck replacement; Engine Apparatus replacement; equipment; facility repair
11. Code Enforcement Equipment and Software
12. DPW Administration: Construction and maintenance machinery and apparatus; office and radio equipment
13. DPW Streets and Bridges: Construction and maintenance machinery and apparatus; equipment; highway repaving
14. DPW Garage: repair or replace roof, fuel pumps, ventilation system, fuel pump landing, locker room, gutters, paint interior; equipment
15. Police Garage: Construction and Maintenance Machinery and Apparatus; motor vehicles; equipment
16. Snow Removal: Construction and Maintenance Machinery and Apparatus; equipment
17. Parks: Construction and Maintenance Machinery and Apparatus; equipment

18. Conservation Advisory Council equipment
19. Recreation: motor vehicles; equipment; facility repair
20. Zoning Board, Planning Board, Architectural Review Commission: equipment
21. Water Administration equipment
22. Water Ponds and Reservoirs equipment
23. Water Purification: equipment; facility repair
24. Water Distribution: Construction and Maintenance Machinery and Apparatus; equipment; highway repaving
25. Sanitary Sewers: Construction and Maintenance Machinery and Apparatus; generator equipment; equipment; facility repair
26. Sewage Treatment Plant: Facility upgrades, repairs, equipment and software
27. Sanitation: Construction and Maintenance Machinery and Apparatus; equipment

WHEREAS, the City of Newburgh intends to adopt a bond resolution necessary to finance these capital improvement projects; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the certain capital equipment purchase and replacement projects; and

WHEREAS, the capital improvement projects listed above are defined as Type II Actions, and therefore, classified as categorical exclusions to SEQRA under Section 617.5(c)(1) of the SEQRA Regulations as the maintenance or repair involving no substantial changes in an existing structure or facility; under Section 617.5(c)(2) of the SEQRA Regulations as the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in Section 617.4; under Section 617.5(c)(5) of the SEQRA Regulations as the repaving of existing highways not involving the addition of new travel lanes; and under Section 617.5(c)(31) of the SEQRA Regulations as the purchase or sale of furnishings, equipment or supplies, including surplus government property, other than land, radioactive material, pesticides, herbicides, or other hazardous materials;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the capital improvement projects listed in this resolution constitute "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the capital improvement projects listed in this resolution.

City of Newburgh
2020 Budget - Department Requests for Equipment & Capital

Total					14,998,506.00		
Fund	Dept	Department Name	Account Description	Description of Request	2020 Budget Department Requests	SEQRA Action	Department Head Responsible for Project
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Change Building from Pneumatics to Electronics and Replace Boilers; Request to replace the current outdated Boiler System from Pneumatics to Electronics. The current system troubleshoots often and has been very costly to the City.	\$ 250,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Removal of 15,000 gallon oil tank; Request to remove the 15,000 gallon oil tank located on the premises at 123 Grand St.	\$ 40,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	J. Morris
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repaint & Flooring building; Request to repair and replace flooring in building	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Rebuild basement to house Records Management; Request to rebuild in the basement to suit the Records Management process.	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repair/Repave Parking Lot; Request to make minor repairs and repave the parking lot	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Reseal windows in building; Request to reseal windows necessary for keeping heat and cold	\$ 12,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repairs to outside steps; Request to Repair outside steps	\$ 10,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison / A.Church
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Repairs to Roof; Request to make necessary repairs to the roof due to age and elements	\$ 80,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Repair Steps,Sidewalks&walls;Request to make necessary repair Steps, Sidewalks & Walls around the building	\$ 50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Request to replace software & computer to monitor the jail cells	\$ 25,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1330	Tax Collector	OTHER EQUIPMENT..	Parking Meter Replacement	\$ 2,000,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	T. Venning/ V. DeMora/ G. Garrison
A	1365	Property Management - Maintenance	MOTOR EQUIPMENT..	One Ton Dump w/Plow; Request to purchase new truck to replace old vehicle in Property Maintenance	\$ 75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Pull behind man lift; Request to purchase this small lift to do boardups on City Owned Properties.	\$ 48,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Miscellaneous Hand Tools; Request for new tools needed for Property Maintenance crew to replace broken or lost.	\$ 1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Backpack Blower; To replace broken	\$ 500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Weed Wacker; To replace broken	\$ 500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1620	Municipal Buildings	AIR CONDITIONING	Air Conditoners;Request to replace old /broken air conditions	\$ 1,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison

				Repairs to Municipal buildings; Request for repairs/replacements of areas in Municipal Buildings: **104 S. Lander St - in need of Roof replacement, Interior wall repairs and paint, window replacements, and new front doors. ***City Hall - in need of painting interior walls, floor replacement in various office, and a new Generator. ***Activities Center - in need of new Generator, Repaving of parking lot, replace roof top units, repair rear offices(mold), sheetrock replacement			Type-II 6 CRR-NY 617.5 (c)(1)	
A	1620	Municipal Buildings	CONSTRUCTION & MAJOR ALTER..	***Public Safety Building - Repair outside steps, replace Air Handlers/HVAC, Repairs and paint interior, repave parking lot, replace sidewalks, replace front door.	\$	1,587,000.00		G. Garrison
A	1620	Municipal Buildings	MOTOR EQUIPMENT..	One Ton Dump w/plow; For purchase of one ton Dump truck to replace old	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1620	Municipal Buildings	MOTOR EQUIPMENT..	One Ton Pick up w/plow; For the purchase of One Ton Pick up w/plow to replace old.	\$	45,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1620	Municipal Buildings	OTHER EQUIPMENT..	Miscellaneous Hand tool; Request to purchase and/or replace hand tools needed for in-house repairs in Municipal Buildings such as: Hammers and other small tools, Power drill, etc..	\$	1,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1670	Central Printing and Mailing	OTHER EQUIPMENT	New Computer and related equipment for various departments	\$	350,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	VDI Platform; Virtual desktop infrastructure (VDI)	\$	100,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	Financial Software	\$	100,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino/ T. Venning
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	Cisco Firewall upgrade; Most all security vulnerability would be eliminated from the network. Cyber threats that are making it pass out currently outdated cisco asa 5510 (nine years old) would be replaced with a new firewall.	\$	60,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	Quest K1000;System Security Management equipment	\$	22,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	123 Grand Street Network Overhaul; Funding to replace two network switches that are 8+ Years of age. Both units are at End-of-Life status meaning Cisco will no longer support or replace this equipment if it fails. Wiring of third floor	\$	20,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	1670	Central Printing and Mailing	OTHER EQUIPMENT..	Cylance AV Software; Replacement of outdated AntiVirus software across the entire city to a next generation adaptavice AV software. Will cut down on a number of computer issues seen across the city.	\$	18,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	3120	Police	OTHER EQUIPMENT..	CSU, Substation upfit (\$3,000)	\$	40,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	D. Solomon / N. Crispino
A	3120	Police	OTHER EQUIPMENT..	Service weapon purchase (\$20,000)	\$	20,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	D. Solomon
A	3310	Traffic Department	CONSTRUCTION & MAJOR ALTER..	Rebuild Traffic Intersections;***Request to purchase necessary materials/etc, to rebuild traffic intersections City wide.	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3310	Traffic Department	MOTOR EQUIPMENT..	45' Aerial Bucket Truck;***Request to purchase necessary 45' Aerial Bucket Truck to replace bulbs in street lights and traffic lights	\$	115,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3310	Traffic Department	MOTOR EQUIPMENT..	1 Ton Pickup Truck w/plow;***Request to purchase 1 Ton pick up truck w/plow to replace old	\$	45,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3310	Traffic Department	OTHER EQUIPMENT..	3 New Traffic Control Cabinets;***Request to purchase control cabinets to replace the old broken	\$	33,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3310	Traffic Department	OTHER EQUIPMENT..	Sign Machine;***Request to purchase a new sign machine to replace the old	\$	20,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3310	Traffic Department	OTHER EQUIPMENT..	Traffic Counter;***Request to purchase Traffic Counter to replace old	\$	6,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison

A	3310	Traffic Department	OTHER EQUIPMENT..	New Punjar;***Request to purchase new punjar to replace old	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3412	Fire	MOTOR EQUIPMENT..	Replace Engine apparatus from 1990. add to Capital or Lease?	\$	650,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
		Fire	MOTOR EQUIPMENT..	Refurbish Trucks	\$	350,000.00		W. Horton
A	3412	Fire	MOTOR EQUIPMENT..	Replace Engine apparatus from 1990. add to Capital or Lease?	\$	650,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
			CONSTRUCTION & MAJOR					
A	3412	Fire	ALTER..	Repairs to 492 Broadway	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison / W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replaces 15 SCBA bottles that will be removed from service due to age.	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
				To replace both sets of high pressure airbags. One set was removed from service due to age in 2019, the other will be removed in 2020 leaving us with no airbags for			Type-II 6 CRR-NY 617.5 (c)(31)	
A	3412	Fire	OTHER EQUIPMENT..	extrications.	\$	12,600.00		W. Horton
A	3412	Fire	OTHER EQUIPMENT..	For use at fires in the high rises.	\$	7,200.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Training aid	\$	6,200.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replace hose that failed hose testing. Capital or Lease?	\$	4,694.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replacement Chains for the ventilation saws	\$	978.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	3412	Fire	OTHER EQUIPMENT..	Replaces two combustible gas indicators that will need to be removed from service	\$	490.00		W. Horton
A	3412	Fire		Turnout Gear FF Equipment	\$	151,920.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3620	Code Enforcement	OFFICE EQUIPMENT..	Desk/Chair; Replace old desks that are starting to fall apart.	\$	6,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison / W. Horton
				Tablets; Replace outdated field units that have been in service since 2014 (2,800).				
A	3620	Code Enforcement	OTHER EQUIPMENT..	Kiosk Station; Public facing building kiosk to be installed in lobby at 123 grand (2,000).	\$	7,300.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
				Motor Equipment;***Request to purchase 1 Ton Pick up w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	MOTOR EQUIPMENT..	old***MUST ADD IN LINE IN REQUEST	\$	55,000.00		G. Garrison
				File Cabinet, Calculators;***Request to purchase a new File Cabinet w/lock and			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	OFFICE EQUIPMENT..	Calculators to replace old.	\$	1,500.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	RADIO EQUIPMENT..	Radio Equipment;***Request for necessary radios to communicate with Crews daily	\$	700.00		G. Garrison
			CONSTRUCTION & MAJOR					
A	5110	DPW-Streets & Bridges	ALTER..	Sidewalk Replacement;***PLEASE ADD: Request funding to replace sidewalks	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(5)	
A	5110	DPW-Streets & Bridges	HIGHWAY RESURFACING..	Repaving of Roads;***Request funding to repair and repave roads city wide	\$	750,000.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(5)	
A	5110	DPW-Streets & Bridges	HIGHWAY RESURFACING..	Crack Sealing Materials; ***Request to purchase crack sealing materials for streets	\$	4,000.00		G. Garrison
				One medium duty dump/Plow & Sander;***Request to purchase medium duty			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	Plow and sander	\$	195,000.00		G. Garrison
				4 Door Dump with plow;***Request to purchase 4 Door Dump w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	100,000.00		G. Garrison
				One Ton Dump w/plow;***Request to purchase one ton Dump w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	75,000.00		G. Garrison
				One ton pick up w/plow;***Request to purchase one ton Pick up w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	45,000.00		G. Garrison
				Hot Box;***Request to purchase Hot Box to replace old. Currently equipment has			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	needed much repair and is costly.	\$	60,000.00		G. Garrison
				Crack Sealing Machine;***Request to purchase Crack Sealing Machine to seal road			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	cracks	\$	45,000.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Asphalt Roller;***Request funding for new Asphalt Roller to replace old	\$	45,000.00		G. Garrison
				Misc. Hand Tools;***Request to purchase tools needed for Streets & Bridges			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	repairs	\$	3,000.00		G. Garrison

A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Safety Cones;***Request to purchase new safety Cones needed for street issues	\$	1,800.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Barricades;***Request to purchase new Barricades to replace broken	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5110	DPW-Streets & Bridges	RADIO EQUIPMENT..	Radios;***Request to purchase radios for communication with crews	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5132	DPW-Garage	ALTER..	Roof Repair;***For necessary repairs needed on Roof at DPW	\$	35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Floor Repair;***For necessary repairs/replacement of flooring	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	New Fuel Pumps;***Request to replace old and outdated fuel pumps at DPW	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Ventilation System;***Request to purchase Ventilation System in Garage	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Repair to Fuel Pump Landing;***Request to purchase materials to repair Fuel pump Landing	\$	20,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Lockers;***Request to purchase new lockers for DPW Employees. Most are broken or unusable	\$	19,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	New Gutters;***Request for new gutters on DPW building	\$	7,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Paint Building;***Request to purchase paint for interior of building	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Rebuild Locker Room;***Request to purchase materials to rebuilding new locker room.	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	OTHER EQUIPMENT..	Scanner;***Request new scanner to replace old	\$	12,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5132	DPW-Garage	OTHER EQUIPMENT..	Miscellaneous Tools;***Request to purchase new tools needed in Garage for repairs to replace broken or old tools	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	MOTOR EQUIPMENT..	5 Police Vehicles;(5) @ \$50,000.00 - New Police Cars to replace old non working cars	\$	250,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	MOTOR EQUIPMENT..	Tow Truck;***For the purchase of a new Tow truck needed to replace old	\$	90,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	OTHER EQUIPMENT..	Miscellaneous Hand Tools;***For the purchase of tools needed to replace old or broken	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	MOTOR EQUIPMENT..	2 - Medium Duty Dump Plow & Sander;***For purchase of new plows and sanders to replace old	\$	390,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	MOTOR EQUIPMENT..	One Ton Dump/Plow;***For purchase of new plow for snow removal	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	Front End Loader/Snow Pusher;***For purchase of new front end Loader/Quick Connect Snow Pusher	\$	190,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	Bobcat w/Attachments;***For purchase of bobcat to replace old	\$	90,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - Snow plows @ \$19,000 ea.;***For purchase of new snow plows	\$	38,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - New Sanders @ \$13,500 ea;***For purchase of new sanders to replace old	\$	27,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	UTV Vehicle/Plow;***For purchase of new vehicle plow for plowing major sidewalks	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - Snow plows @ \$7,000;***For purchase of new snow plows	\$	14,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	RADIO EQUIPMENT..	Radio Equipment;***To replace radios	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5650	Off Street Parking	CONSTRUCTION & MAJOR ALTER..	***Request for funding to repave Municipal Parking lots ; West End Fire House (492 Broadway); Grand St Parking lot for City Hall; Library Parking Lot; Public Safety Bldg. Parking Lot	\$	320,000.00	Type-I	G. Garrison

A	7110	Parks	MOTOR EQUIPMENT..	Bucket Truck/Chip Box; Request to purchase new Bucket Truck w/chip box. Current truck is very old.	\$	180,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	MOTOR EQUIPMENT..	One Ton Dump Truck w/plow; Request to purchase new Dump truck w/plow to replace old	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Chipper; Request to purchase new Chipper to replace old	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Zero Turn Mower; For the purchase of new Zero Turn Mower needed for large lots	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	18' Landscape Trailer; Request to purchase new Trailer	\$	6,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Saws; For the purchase of new saws to replace old	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	2 - Weedwackers ;For the purchase of new weedwackers to replace old	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Backpack; For the purchase of new backpack to replace old	\$	500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	RADIO EQUIPMENT..	Radio; To replace old Radios for communication	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7129	Conservation Advisory Council (CAC)	OFFICE EQUIPMENT	2 Tablets Tree Survey Updates	\$	460.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	7129	Conservation Advisory Council (CAC)	OTHER EQUIPMENT	Watering Tank, pump & Hose	\$	500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7140	Recreation	MOTOR EQUIPMENT..	Ford Transit Passenger Van (\$40,000), 2500 Dodge 4X4 Pick-up Truck w/ Plow (\$35,000), Trailer (\$5,000). Our vehicles are at the point of being dangerous to drive.	\$	80,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7140	Recreation	OTHER EQUIPMENT..	(1.) Field Maintenance Machine \$15,000 (2.) Field Rake \$15,000 (3.) Utility Vehicle \$12,000 (4.) New Bleachers for Football/Soccer Field \$75,000 (5.) Playground Equipment for Xavier Lunan Park \$80,000 (6.) Security Cameras \$30,000	\$	182,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7140	Recreation	OTHER EQUIPMENT..	Purchase mobile office trailer (\$13K). Replace modular playground at Hasbrouck Park (\$15K), Replace swing chains and seats at Hasbrouck (\$900), Install surface at Hasbrouck (\$50K), Replace ball hoop systems at Gidney (\$11K), Replace rec park fencing (\$38,894)	\$	128,794.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7188	Recreation-Delano Hitch -Park & Stadium	OTHER EQUIPMENT..	Repair/replace stadium fencing, repair batting cages, level soccer fields, replace fencing around small parking lot.	\$	66,520.00	Type-II 6 CRR-NY 617.5 (c)(2)	
				To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8010	Zoning Board	OFFICE EQUIPMENT	City saves money on postage	\$	1,000.00		N. Crispino

				To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8021	Planning Board	OFFICE EQUIPMENT	City saves money on postage To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies	\$	1,000.00		N. Crispino
				City saves money on postage To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8041	Architectural Review Committee	OFFICE EQUIPMENT	City saves money on postage; 3 tablets- \$150/each	\$	1,000.00		N. Crispino
F	8310	Water Administration	OFFICE EQUIPMENT..	Office Equipment	\$	1,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8310	Water Administration	OTHER EQUIPMENT..	Meters and MXU's (Applied for a Grant in 2019)	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8310	Water Administration	RADIO EQUIPMENT	Radio Equipment	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
				(1) Slope Mower for the Washington Lake and Brown's Pond Dams. At this time all the dams are cut with weed whackers. This will be more efficient and less chance of injury (25,000). (2)Purchase of a slope mower to cut our dams. It is now being cut by hand with weed wackers. Will reduce the chance of injury to staff (20,000).			Type-II 6 CRR-NY 617.5 (c)(31)	
F	8320	Water Ponds and Reservoirs	OTHER EQUIPMENT..		\$	45,000.00		W. Vradenburgh
F	8330	Water Purification	AIR CONDITIONING..	Air Conditioning	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	CONSTRUCTION & MAJOR ALTER..	Hooking our Back up generator to our Main Filtration Plant	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	W. Vradenburgh
F	8330	Water Purification	EQUIPMENT/INFRASTRUC TURE..	Equipment/Infrastructure	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	OFFICE EQUIPMENT..	Office Equipment	\$	350.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	OTHER EQUIPMENT..	Replacing a Broken Airearator and Rebuilding the 2nd	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	HIGHWAY RESURFACING..	Road paving	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(5)	W. Vradenburgh
F	8340	Water Distribution	MOTOR EQUIPMENT..	Purchase of a Emergency Response utility truck. (Replacing a 1999 that has transmission issues, Used on every job site, asked for the last 3 years)	\$	225,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	OTHER EQUIPMENT..	Purchase of 14" and 16" Hydra stop Valve Insertion Addition to our equipment we own	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	RADIO EQUIPMENT..	Radio Equipment	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh

G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Pipe Relining; sewer main reconstruction and manhole installation	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	G. Garrison/ J. Morris
G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Rebuild Pump Stations;***Request for funding to rebuilding City Wide Pump Stations needed for upgrading and properly functioning pumps	\$	300,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	G. Garrison/ J. Morris
G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Generator hookups for Pump Stations;***Request for funding to purchase generator hookups for pump stations in case of outages.	\$	30,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	VacCon;***Request for new VacCon needed for Division	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Medium Duty Dump w/Plow and Sander;***Request for a new Medium Duty Dump Truck w/Plow and Sander necessary for Division	\$	195,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Service Truck Utility Body & Crane;***Request for a new Service Truck Utility Body & Crane necessary for Division	\$	150,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Air Monitor/Calibration Kit;***Request to purchase Air Monitor and Calibration Kit needed for measuring quality	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	OTHER EQUIPMENT..	New Jet Heads;***Request to purchase new jet heads for system	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	OTHER EQUIPMENT..	Miscellaneous Equipment;***Request to purchase several miscellaneous tools to replace broken or old	\$	4,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	RADIO EQUIPMENT..	Radio;***Request for new radios for Division	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	ongoing concrete repairs; repairs to concrete on influent channel	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	repair roof on maintenance shop; existing roof leaks and floods the shop area	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	headworks interior lighting; lighting needs to be brought up to current code with explosion-proof fixtures	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	replace / rebuild skimmer are on West Clarifier ;Clarifier arm is bent and showing signs of wear. Arms in all other tanks have been rebuilt	\$	40,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Blower VFD;replace 1 out of 4 Blower VFD's they are currently no longer supported and we are having issues obtaining parts to repair	\$	35,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Allan Bradley SCADA software package; the belt filter presses and the blowers are controlled by independent AB SCADA systems we have no access to make changes or change components without contacting a vendor to do so the current minimum charge for these services is \$7500 per day	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Sludge dewatering VFD's for press # 1;this would be to replace 1/3 of the VFD's in the process room due to corrosive conditions they are in need of replacement and no longer supported by Allen Bradley	\$	18,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	replace motor controls on primary collectors; all primary collector exterior disconnects are original 1971 and are steel boxes that are no longer weather tight	\$	12,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Linko IPP software; Software package to manage IPP and FOG programs	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Repairs to Dodge Ram; Existing truck is a 2003 Dodge with low miles however the body mounts for the utility body are rotted and need to be replaced. Oil pan is also heavily rusted and needs replacement.	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	RAS pump VFD;one remaining VFD is still original from 1971 and needs replacement	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	chlorine monitor in contact tank; install a real time chlorine monitor in the chlorine contact tank for process control of dosage of chlorine for disinfection	\$	8,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris

S	8160	Sanitation	MOTOR EQUIPMENT..	2 Sanitation Trucks @ \$250,000 each;***Request for funding needed to purchase new Sanitation Trucks	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	MOTOR EQUIPMENT..	Sweeper;***Request for funding needed to purchase a new sweeper	\$	250,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	OTHER EQUIPMENT	Garbage Cans;***Request for funding to purchase garbage cans	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	OTHER EQUIPMENT	Dumpsters;***Request for funding to replace dumpsters	\$	2,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	RADIO EQUIPMENT..	Radios;***Request for funding to purchase Radios for Sanitation Trucks/Personnel	\$	7,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison

RESOLUTION NO.: 33 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING
ITSELF TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT (SEQRA) FOR THE MUNICIPAL PARKING LOT PAVING PROJECT,
ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM AND
ISSUING A NEGATIVE DECLARATION**

WHEREAS, the City of Newburgh proposes undertake the financing of several capital improvement projects including the Municipal Parking Lot Paving Project (the “Project”) which includes municipal parking lots identified as the West End Fire House Parking Lot, the Grand Street Parking Lot, the Library Parking Lot and the Public Safety Building Parking Lot; and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to assume Lead Agency status, classifies the Project as a Type I Action, and proposes to approve and adopt a Long Environmental Assessment Form; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of repaving these municipal parking lots, several of which are located within the East End Historic District and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself to be Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council proposes to adopts the Long Environmental Assessment Form attached hereto; and
3. Issues a Negative Declaration pursuant to the SEQRA; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification of the Municipal Parking Lot Paving Project.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Parking Lot Repaving		
Project Location (describe, and attach a general location map): Parking lots at various location in the City of Newburgh, see attached location map.		
Brief Description of Proposed Action (include purpose or need): The City of Newburgh is will repave 4 municipal parking lots described as follows: (1) Parking lot located behind the West End Firehouse at 492 Broadway; (2) Parking lot located across from City Hall at the northwest corner of Broadway and Grand Street; (3) Parking lot that serves the Library located at the southeast corner of 2nd Street and Grand Street; and (4) Parking lot that serves the City Police Department located at 55 Broadway.		
Name of Applicant/Sponsor: City of Newburgh	Telephone: 845-569-7301	
	E-Mail: jdonat@cityofnewburgh-ny.gov	
Address: 83 Grand St.		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Joseph P. Donat, City Manager	Telephone: 845-569-7301	
	E-Mail: JDonat@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Newburgh City Council	January 23, 2020
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission		
c. City, Town or ☐ Yes ☐ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☐ No		
e. County agencies ☐ Yes ☐ No		
f. Regional agencies ☐ Yes ☐ No		
g. State agencies ☐ Yes ☐ No		
h. Federal agencies ☐ Yes ☐ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒ Yes ☐ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No

If Yes, identify the plan(s):

A number of the parking lots are within the City East End Historic District and the LWRP.

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No

If Yes, what is the zoning classification(s) including any applicable overlay district?

Waterfront Gateway, Downtown Heighborhood, Historic District and Broadway Corridor.

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? City of Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?

City of Newburgh Police Department, Orange County Sherrif, and New York State Police.

c. Which fire protection and emergency medical services serve the project site?

City of Newburgh Fire Department and Mobile Life Support

d. What parks serve the project site?

N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

b. a. Total acreage of the site of the proposed action? _____ acres

b. Total acreage to be physically disturbed? _____ acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No

i. If No, anticipated period of construction: _____ months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☐ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☐ No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☐ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☐ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☐ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☐ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

• Do existing sewer lines serve the project site? _____ • Will a line extension within an existing district be necessary to serve the project? _____ If Yes: • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No	
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____ If Yes: • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____	☐ Yes ☐ No	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____ _____ _____		
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____		
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____ If Yes: i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____ • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____		
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____ If Yes, identify: i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____ ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____ iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____ If Yes: i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ ii. In addition to emissions as calculated in the application, the project will generate: • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)		☐ Yes ☐ No ☐ Yes ☐ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☐ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☐ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☐ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____ vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☐ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____ _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ _____	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No Describe: _____ _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ _____ • Operation: _____ _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ _____ • Operation: _____ _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site																																							
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ii. If mix of uses, generally describe: _____																																							
b. Land uses and coverytypes on the project site. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Land use or Coverytype</th> <th style="width: 15%;">Current Acreage</th> <th style="width: 25%;">Acreage After Project Completion</th> <th style="width: 20%;">Change (Acres +/-)</th> </tr> </thead> <tbody> <tr> <td>• Roads, buildings, and other paved or impervious surfaces</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Forested</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Agricultural (includes active orchards, field, greenhouse etc.)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Surface water features (lakes, ponds, streams, rivers, etc.)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Wetlands (freshwater or tidal)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Non-vegetated (bare rock, earth or fill)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>• Other Describe: _____</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	• Roads, buildings, and other paved or impervious surfaces				• Forested				• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)				• Agricultural (includes active orchards, field, greenhouse etc.)				• Surface water features (lakes, ponds, streams, rivers, etc.)				• Wetlands (freshwater or tidal)				• Non-vegetated (bare rock, earth or fill)				• Other Describe: _____			
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c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☐ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: _____ _____	☐ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____ _____	☐ Yes ☐ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? _____ • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____ _____	☐ Yes ☐ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ _____	☐ Yes ☐ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): _____ iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____ _____	☐ Yes ☐ No

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐ No - If yes, DEC site ID number: _____ - Describe the type of institutional control (e.g., deed restriction or easement): _____ - Describe any use limitations: _____ - Describe any engineering controls: _____ - Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No - Explain: _____ _____	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ feet	
b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ feet	
e. Drainage status of project site soils: ☐ Well Drained: _____ % of site ☐ Moderately Well Drained: _____ % of site ☐ Poorly Drained: _____ % of site	
f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____ % of site ☐ 10-15%: _____ % of site ☐ 15% or greater: _____ % of site	
g. Are there any unique geologic features on the project site? ☐ Yes ☐ No If Yes, describe: _____ _____	
h. Surface water features. i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i. iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No iv. For each identified regulated wetland and waterbody on the project site, provide the following information: - Streams: Name _____ Classification _____ - Lakes or Ponds: Name _____ Classification _____ - Wetlands: Name _____ Approximate Size _____ - Wetland No. (if regulated by DEC) _____	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____	
i. Is the project site in a designated Floodway? ☐ Yes ☐ No	
j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No	
k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No If Yes: i. Name of aquifer: _____	

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☐ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ _____ _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☐ No If Yes: i. Species and listing: _____ _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☐ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☐ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☐ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☐ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No If Yes: i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No
g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No If Yes: i. Describe possible resource(s): _____ ii. Basis for identification: _____
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No If Yes: i. Identify resource: _____ ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles.
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No If Yes: i. Identify the name of the river and its designation: _____ ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

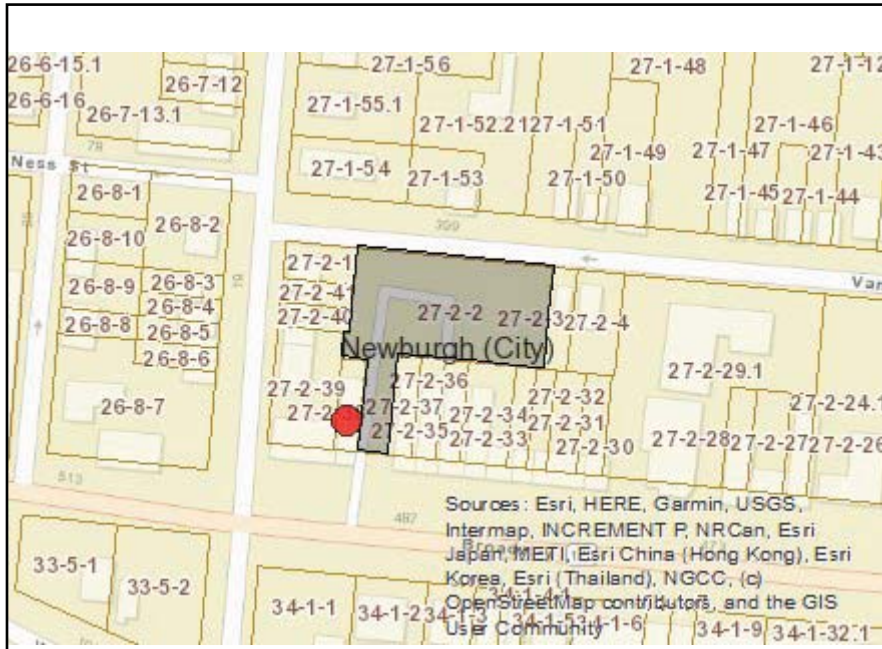
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Joseph P. Donat Date _____

Signature _____ Title City Manager

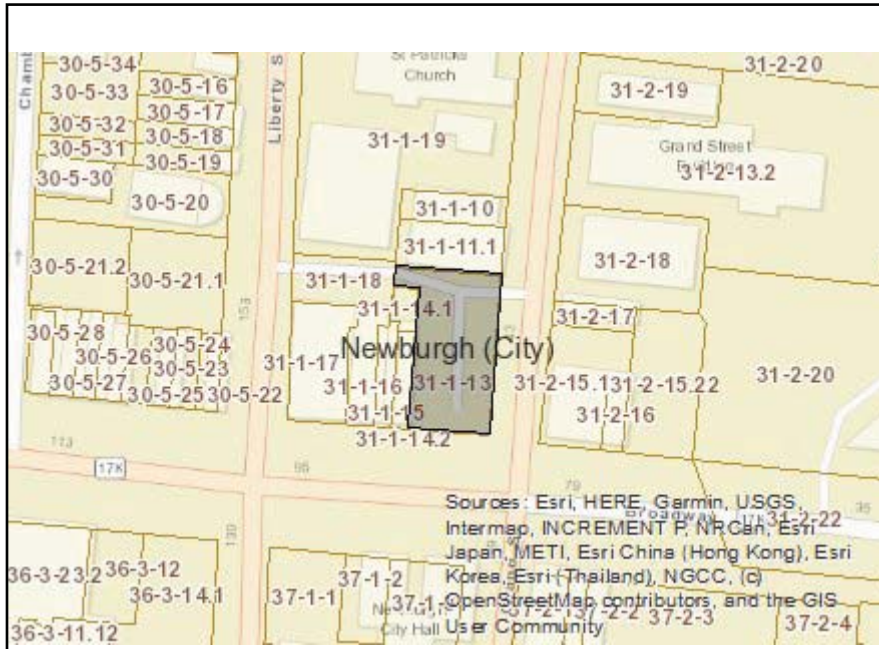


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	E336074, V00117
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

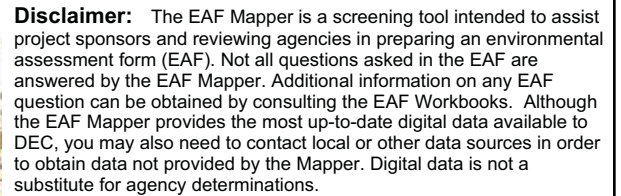


Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



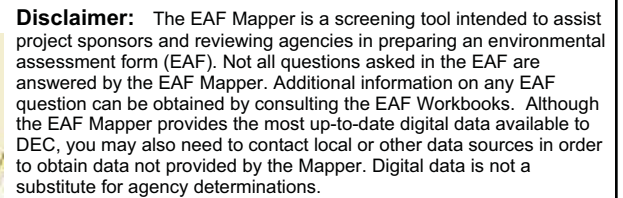
B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00188, 336036, 336042, 336055, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336055, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.o. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	East End Historic District, Dutch Reformed Church, US Post Office--Newburgh
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	B00188, 336036, 336042, 336055, 546031
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No

E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Bald Eagle, Shortnose Sturgeon
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	, Washington's Headquarters, East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]	
Project :	Parking Lot Repaving
Date :	January 17, 2020

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> ☒ NO ☐ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☐	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☐	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☐	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☐	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☐	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☐	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☐	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☒ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____ _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☒ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

I. Other impacts: _____ _____		☐	☐
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:					
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☐	☐		
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☐	☐		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐		
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☐	☐		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐		
vi. 43 tons/year or more of methane	D2h	☐	☐		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐		
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐		
f. Other impacts: _____ _____		☐	☐		

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐		

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____ _____		☐	☐
If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3: e. i. The proposed action may result in the destruction or alteration of all or part of the site or property. ii. The proposed action may result in the alteration of the property’s setting or integrity. iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3g, E3f E3e, E3f, E3g, E1a, E1b E3e, E3f, E3g, E3h, C2, C3	☐ ☐ ☐	☐ ☐ ☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO

☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

☒ NO

☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

☒ NO

☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

None.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☒ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
City of Newburgh City Council _____ as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Parking Lot Repaving

Name of Lead Agency: City of Newburgh City Council

Name of Responsible Officer in Lead Agency: Joseph Donat

Title of Responsible Officer: City Manager

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Jason Morris

Address: 83 Broadway

Telephone Number: 845-569-7448

E-mail: JMorris@cityofnewburgh-ny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

February __, 2020

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on February __, 2020, at 7:00 o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and
Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

RESOLUTION NO. 34 - 2020

OF

FEBRUARY 10, 2020

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED FEBRUARY __, 2020, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$15,748,506, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,748,506 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the "City"), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I, such projects having been determined to be Type II actions for purposes of the State Environmental Quality Review Act ("SEQRA") which will not have a significant impact on the environment and require no further proceedings under SEQRA. The total estimated cost of such projects, including preliminary

costs and costs incidental thereto and to the financing thereof, is \$15,748,506 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$15,748,506 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds, to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the City to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$15,748,506 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes, classes of objects or purposes and combinations of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Sentinel*,” “*The Mid Hudson Times*,” and “*The Hudson Valley Press*,” three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Schedule I

2020 Capital Improvement Plan

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
Grand Street Courthouse	1,127,000	1,127,000	10	90	COMBO
Oil Tank Removal – 123 Grand Street	40,000	40,000	5	35	S
Broadway School Courthouse Roof Repairs	80,000	80,000	15	12(a)(2)	S
Broadway School Courthouse Steps, Sidewalks	50,000	50,000	10	24	S
Broadway School Courthouse software and computer replacement	25,000	25,000	5	35	S
Parking Meter System Improvements	2,000,000	2,000,000	5	89	COMBO
Dump Truck with Plow (Property Management)	75,000	75,000	15	28	S
Equipment (Property Management)	50,000	50,000	5	32	S
HVAC Equipment (Municipal Buildings)	1,500	1,500	10	13	C
Improvements to Various Municipal Buildings (Municipal Buildings)	1,587,000	1,587,000	15	12(a)(2)	C
Construction and Maintenance Machinery and Apparatus (Municipal Buildings)	120,000	120,000	15	28	S
Equipment (Municipal Buildings)	1,500	1,500	5	32	C
Computers and Equipment (Citywide)	350,000	350,000	5	89	COMBO
Software and Hardware (Information Systems)	320,000	320,000	5	32	C
Equipment (Police)	60,500	60,500	5	35	C
City-wide Intersection Reconstruction (Traffic)	500,000	500,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (Traffic)	160,000	160,000	15	28	S
Traffic Control System (Traffic)	64,500	64,500	10	90	COMBO
Two Engine Trucks Replacement (Fire)	1,300,000	1,300,000	20	27	S
Engine Apparatus Refurbishment (Fire)	350,000	350,000	20	27	S
492 Broadway Partial Reconstruction	50,000	50,000	15	12(a)(2)	S
Equipment (Fire)	199,082	199,082	5	32	C
Equipment and Software (Code Enforcement)	13,300	13,300	5	89	COMBO
Construction and Maintenance Machinery and Apparatus (DPW Administration)	55,000	55,000	15	28	S
Office and Radio Equipment (DPW Administration)	2,200	2,200	5	89	C

Error! Unknown document property name.

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
City-wide Sidewalk Reconstruction (DPW Streets and Bridges)	25,000	25,000	10	24	C
City-wide Road Repaving (DPW Streets and Bridges)	754,000	754,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (DPW Streets and Bridges)	565,000	565,000	15	28	C
Equipment (DPW Streets and Bridges)	8,800	8,800	5	89	COMBO
Building Reconstruction (DPW Garage)	164,000	164,000	15	12(a)(2)	S
Equipment (DPW Garage)	15,000	15,000	5	32	C
Motor Vehicles (Police Garage)	250,000	250,000	3	77	C
Tow Truck (Police Garage)	90,000	90,000	5	29	S
Equipment (Police Garage)	3,000	3,000	5	32	C
Construction and Maintenance Machinery and Apparatus (Snow Removal)	841,000	841,000	15	28	C
Various Parking Lot Repaving (Off Street Parking)	320,000	320,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (Parks)	341,000	341,000	15	28	C
Equipment (Parks)	4,500	4,500	5	32	C
Equipment (Conservation Advisory Council)	960	960	5	32	C
Motor Vehicles (Recreation)	80,000	80,000	5	89	COMBO
Various Improvements (Recreation)	377,314	377,314	15	91	COMBO
Office Equipment (Zoning Board)	1,000	1,000	5	32	C
Office Equipment (Planning Board)	1,000	1,000	5	32	C
Office Equipment (Architectural Review Committee)	1,000	1,000	5	32	C
Equipment (Water Administration)	68,500	68,500	5	89	COMBO
Equipment (Water Ponds and Reservoirs)	45,000	45,000	5	89	COMBO
Equipment (Water Purification)	82,350	82,350	5	89	COMBO
Road Improvements (Water Distribution)	15,000	15,000	15	20	C
Construction and Maintenance Machinery and Apparatus (Water Distribution)	225,000	225,000	15	28	S
Equipment (Water Distribution)	66,000	66,000	5	32	C
Pipe relining, sewer main & manhole reconstruction (Sanitary Sewers)	500,000	500,000	30	4	C
City-wide Pump Station Reconstruction (Sanitary Sewers)	300,000	300,000	30	4	C
Generator Equipment (Sanitary Sewers)	30,000	30,000	5	89	COMBO
Construction and Maintenance Machinery	845,000	845,000	15	28	C

Error! Unknown document property name.

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
and Apparatus (Sanitary Sewers)					
Equipment (Sanitary Sewers)	15,000	15,000	5	89	COMBO
Various Improvements (Sewage Treatment Plant)	358,000	358,000	30	4	C
Motor Vehicle Refurbishment	10,000	10,000	5	35	S
Construction and Maintenance Machinery and Apparatus (Sanitation)	750,000	750,000	15	28	S
Equipment (Sanitation)	14,500	14,500	5	32	C
Totals:	\$15,748,506	\$15,748,506			

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on February __, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of February, 2020.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on February __, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

February __, 2020

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on February __, 2020, at 7:00 o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and
Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its
adoption:

BOND RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED FEBRUARY __, 2020, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE CITY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$14,998,506, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,998,506 BONDS OF SAID CITY TO FINANCE SAID APPROPRIATION.

THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said City Council) AS FOLLOWS:

Section 1. The City of Newburgh, in the County of Orange, New York (herein called the “City”), is hereby authorized to construct, acquire or undertake the various projects as described in column A of Schedule I attached hereto and hereby made a part hereof, at the estimated maximum costs indicated in column B of such Schedule I, such projects having been determined to be Type II actions for purposes of the State Environmental Quality Review Act (“SEQRA”) which will not have a significant impact on the environment and require no further proceedings under SEQRA. The total estimated cost of such projects, including preliminary costs and costs incidental thereto and to the financing thereof, is \$14,998,506 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$14,998,506 bonds of the City, and any bond anticipation notes issued in anticipation of the sale of such bonds, to finance said appropriation, and the levy and collection of taxes on all the

taxable real property in the City to pay the principal of said bonds and notes and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the City in the aggregate principal amount of not to exceed \$14,998,506 are hereby authorized to be issued in the principal amounts indicated in column C of Schedule I for each of the respective objects or purposes indicated in column A of such Schedule I, pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law"), to finance the appropriation referred to herein.

Section 3. The respective periods of probable usefulness of the specific objects or purposes, classes of objects or purposes and combinations of objects or purposes for which said bonds are authorized are to be issued, within the limitations of §11.00 a. of the Law as referenced in column E of the attached Schedule I, are set forth in column D of the attached Schedule I.

Section 4. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this resolution for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the City, payable as to both principal and interest by general tax upon all the taxable real property within the City. The faith and credit

of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the City by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the City Council relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing agreements for credit enhancement, are hereby delegated to the Comptroller/Director of Finance, the chief fiscal officer of the City.

Section 7. Pursuant to the provisions of section 16 of Chapter 223 of the New York Laws of 2010, the City is authorized to include in this resolution the following pledge and agreement of the State of New York (herein called the "State") contained in said Section 16:

“The state does hereby pledge to and agree with the holders of any bonds, notes or other obligations issued by the city during the effective period of this act and secured by such a pledge that the state will not limit, alter or impair the rights hereby vested in the city to fulfill the terms of any agreements made with such holders pursuant to this act, or in any way impair the rights and remedies of such holders or the security for such bonds, notes or other obligations

until such bonds, notes or other obligations together with the interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of such holders, are fully paid and discharged.”

Section 8. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the City is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 9. This Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in full, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in “*The Sentinel*,” “*The Mid Hudson Times*,” and “*The Hudson Valley Press*,” three newspapers each having a general circulation in the City and hereby designated the official newspapers of said City for such publication.

The adoption of the foregoing resolution was seconded by

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

Schedule I

2020 Capital Improvement Plan

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
Grand Street Courthouse	377,000	377,000	10	90	COMBO
Oil Tank Removal – 123 Grand Street	40,000	40,000	5	35	S
Broadway School Courthouse Roof Repairs	80,000	80,000	15	12(a)(2)	S
Broadway School Courthouse Steps, Sidewalks	50,000	50,000	10	24	S
Broadway School Courthouse software and computer replacement	25,000	25,000	5	35	S
Parking Meter System Improvements	2,000,000	2,000,000	5	89	COMBO
Dump Truck with Plow (Property Management)	75,000	75,000	15	28	S
Equipment (Property Management)	50,000	50,000	5	32	S
HVAC Equipment (Municipal Buildings)	1,500	1,500	10	13	C
Improvements to Various Municipal Buildings (Municipal Buildings)	1,587,000	1,587,000	15	12(a)(2)	C
Construction and Maintenance Machinery and Apparatus (Municipal Buildings)	120,000	120,000	15	28	S
Equipment (Municipal Buildings)	1,500	1,500	5	32	C
Computers and Equipment (Citywide)	350,000	350,000	5	89	COMBO
Software and Hardware (Information Systems)	320,000	320,000	5	32	C
Equipment (Police)	60,500	60,500	5	35	C
City-wide Intersection Reconstruction (Traffic)	500,000	500,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (Traffic)	160,000	160,000	15	28	S
Traffic Control System (Traffic)	64,500	64,500	10	90	COMBO
Two Engine Trucks Replacement (Fire)	1,300,000	1,300,000	20	27	S
Engine Apparatus Refurbishment (Fire)	350,000	350,000	20	27	S
492 Broadway Partial Reconstruction	50,000	50,000	15	12(a)(2)	S
Equipment (Fire)	199,082	199,082	5	32	C
Equipment and Software (Code Enforcement)	13,300	13,300	5	89	COMBO
Construction and Maintenance Machinery and Apparatus (DPW Administration)	55,000	55,000	15	28	S

Error! Unknown document property name.

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
Office and Radio Equipment (DPW Administration)	2,200	2,200	5	89	C
City-wide Sidewalk Reconstruction (DPW Streets and Bridges)	25,000	25,000	10	24	C
City-wide Road Repaving (DPW Streets and Bridges)	754,000	754,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (DPW Streets and Bridges)	565,000	565,000	15	28	C
Equipment (DPW Streets and Bridges)	8,800	8,800	5	89	COMBO
Building Reconstruction (DPW Garage)	164,000	164,000	15	12(a)(2)	S
Equipment (DPW Garage)	15,000	15,000	5	32	C
Motor Vehicles (Police Garage)	250,000	250,000	3	77	C
Tow Truck (Police Garage)	90,000	90,000	5	29	S
Equipment (Police Garage)	3,000	3,000	5	32	C
Construction and Maintenance Machinery and Apparatus (Snow Removal)	841,000	841,000	15	28	C
Various Parking Lot Repaving (Off Street Parking)	320,000	320,000	15	20(c)	C
Construction and Maintenance Machinery and Apparatus (Parks)	341,000	341,000	15	28	C
Equipment (Parks)	4,500	4,500	5	32	C
Equipment (Conservation Advisory Council)	960	960	5	32	C
Motor Vehicles (Recreation)	80,000	80,000	5	89	COMBO
Various Improvements (Recreation)	377,314	377,314	15	91	COMBO
Office Equipment (Zoning Board)	1,000	1,000	5	32	C
Office Equipment (Planning Board)	1,000	1,000	5	32	C
Office Equipment (Architectural Review Committee)	1,000	1,000	5	32	C
Equipment (Water Administration)	68,500	68,500	5	89	COMBO
Equipment (Water Ponds and Reservoirs)	45,000	45,000	5	89	COMBO
Equipment (Water Purification)	82,350	82,350	5	89	COMBO
Road Improvements (Water Distribution)	15,000	15,000	15	20	C
Construction and Maintenance Machinery and Apparatus (Water Distribution)	225,000	225,000	15	28	S
Equipment (Water Distribution)	66,000	66,000	5	32	C
Pipe relining, sewer main & manhole reconstruction (Sanitary Sewers)	500,000	500,000	30	4	C
City-wide Pump Station Reconstruction	300,000	300,000	30	4	C

Error! Unknown document property name.

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>Project Description (object or purpose)</u>	<u>Estimated Maximum Cost</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Probable Usefulness</u>	<u>PPU Section 11.00 a. Reference</u>	<u>Specific or Class of Objects Purposes and COMBO</u>
(Sanitary Sewers)					
Generator Equipment (Sanitary Sewers)	30,000	30,000	5	89	COMBO
Construction and Maintenance Machinery and Apparatus (Sanitary Sewers)	845,000	845,000	15	28	C
Equipment (Sanitary Sewers)	15,000	15,000	5	89	COMBO
Various Improvements (Sewage Treatment Plant)	358,000	358,000	30	4	C
Motor Vehicle Refurbishment	10,000	10,000	5	35	S
Construction and Maintenance Machinery and Apparatus (Sanitation)	750,000	750,000	15	28	S
Equipment (Sanitation)	14,500	14,500	5	32	C
Totals:	\$14,998,506	\$14,998,506			

Error! Unknown document property name.

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on February __, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of February, 2020.

(SEAL)

City Clerk

(THE FOLLOWING NOTICE IS TO BE ATTACHED TO AND
TO BE PUBLISHED
WITH RESOLUTION AFTER ADOPTION)

NOTICE

The resolution published herewith has been adopted on February __, 2020, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the CITY OF NEWBURGH, in the County of Orange, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

LORENE VITEK
City Clerk

City of Newburgh
2020 Budget - Department Requests for Equipment & Capital

Total					14,998,506.00		
Fund	Dept	Department Name	Account Description	Description of Request	2020 Budget Department Requests	SEQRA Action	Department Head Responsible for Project
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Change Building from Pneumatics to Electronics and Replace Boilers; Request to replace the current outdated Boiler System from Pneumatics to Electronics. The current system troubleshoots often and has been very costly to the City.	\$ 250,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Removal of 15,000 gallon oil tank; Request to remove the 15,000 gallon oil tank located on the premises at 123 Grand St.	\$ 40,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	J. Morris
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repaint & Flooring building; Request to repair and replace flooring in building	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Rebuild basement to house Records Management; Request to rebuild in the basement to suit the Records Management process.	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repair/Repave Parking Lot; Request to make minor repairs and repave the parking lot	\$ 35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Reseal windows in building; Request to reseal windows necessary for keeping heat and cold	\$ 12,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1120	Grand St Courthouse	CONSTRUCTION & MAJOR ALTER..	Repairs to outside steps; Request to Repair outside steps	\$ 10,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison / A.Church
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Repairs to Roof; Request to make necessary repairs to the roof due to age and elements	\$ 80,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Repair Steps,Sidewalks&walls;Request to make necessary repair Steps, Sidewalks & Walls around the building	\$ 50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	1121	Broadway School Courthouse	CONSTRUCTION & MAJOR ALTER..	Request to replace software & computer to monitor the jail cells	\$ 25,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1330	Tax Collector	OTHER EQUIPMENT..	Parking Meter Replacement	\$ 2,000,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	T. Venning/ V. DeMora/ G. Garrison
A	1365	Property Management - Maintenance	MOTOR EQUIPMENT..	One Ton Dump w/Plow; Request to purchase new truck to replace old vehicle in Property Maintenance	\$ 75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Pull behind man lift; Request to purchase this small lift to do boardups on City Owned Properties.	\$ 48,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Miscellaneous Hand Tools; Request for new tools needed for Property Maintenance crew to replace broken or lost.	\$ 1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Backpack Blower; To replace broken	\$ 500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1365	Property Management - Maintenance	OTHER EQUIPMENT..	Weed Wacker; To replace broken	\$ 500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	1620	Municipal Buildings	AIR CONDITIONING	Air Conditoners;Request to replace old /broken air conditions	\$ 1,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison

A	3310	Traffic Department	OTHER EQUIPMENT..	New Punjar;***Request to purchase new punjar to replace old	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	3412	Fire	MOTOR EQUIPMENT..	Replace Engine apparatus from 1990. add to Capital or Lease?	\$	650,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
		Fire	MOTOR EQUIPMENT..	Refurbish Trucks	\$	350,000.00		W. Horton
A	3412	Fire	MOTOR EQUIPMENT..	Replace Engine apparatus from 1990. add to Capital or Lease?	\$	650,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
			CONSTRUCTION & MAJOR					
A	3412	Fire	ALTER..	Repairs to 492 Broadway	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison / W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replaces 15 SCBA bottles that will be removed from service due to age.	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
				To replace both sets of high pressure airbags. One set was removed from service due to age in 2019, the other will be removed in 2020 leaving us with no airbags for			Type-II 6 CRR-NY 617.5 (c)(31)	
A	3412	Fire	OTHER EQUIPMENT..	extrications.	\$	12,600.00		W. Horton
A	3412	Fire	OTHER EQUIPMENT..	For use at fires in the high rises.	\$	7,200.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Training aid	\$	6,200.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replace hose that failed hose testing. Capital or Lease?	\$	4,694.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3412	Fire	OTHER EQUIPMENT..	Replacement Chains for the ventilation saws	\$	978.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	3412	Fire	OTHER EQUIPMENT..	Replaces two combustible gas indicators that will need to be removed from service	\$	490.00		W. Horton
A	3412	Fire		Turnout Gear FF Equipment	\$	151,920.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Horton
A	3620	Code Enforcement	OFFICE EQUIPMENT..	Desk/Chair; Replace old desks that are starting to fall apart.	\$	6,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison / W. Horton
				Tablets; Replace outdated field units that have been in service since 2014 (2,800).				
A	3620	Code Enforcement	OTHER EQUIPMENT..	Kiosk Station; Public facing building kiosk to be installed in lobby at 123 grand (2,000).	\$	7,300.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
				Motor Equipment;***Request to purchase 1 Ton Pick up w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	MOTOR EQUIPMENT..	old***MUST ADD IN LINE IN REQUEST	\$	55,000.00		G. Garrison
				File Cabinet, Calculators;***Request to purchase a new File Cabinet w/lock and			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	OFFICE EQUIPMENT..	Calculators to replace old.	\$	1,500.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	5010	DPW-Administration	RADIO EQUIPMENT..	Radio Equipment;***Request for necessary radios to communicate with Crews daily	\$	700.00		G. Garrison
			CONSTRUCTION & MAJOR					
A	5110	DPW-Streets & Bridges	ALTER..	Sidewalk Replacement;***PLEASE ADD: Request funding to replace sidewalks	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(5)	
A	5110	DPW-Streets & Bridges	HIGHWAY RESURFACING..	Repaving of Roads;***Request funding to repair and repave roads city wide	\$	750,000.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(5)	
A	5110	DPW-Streets & Bridges	HIGHWAY RESURFACING..	Crack Sealing Materials; ***Request to purchase crack sealing materials for streets	\$	4,000.00		G. Garrison
				One medium duty dump/Plow & Sander;***Request to purchase medium duty			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	Plow and sander	\$	195,000.00		G. Garrison
				4 Door Dump with plow;***Request to purchase 4 Door Dump w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	100,000.00		G. Garrison
				One Ton Dump w/plow;***Request to purchase one ton Dump w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	75,000.00		G. Garrison
				One ton pick up w/plow;***Request to purchase one ton Pick up w/plow to replace			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	MOTOR EQUIPMENT..	old	\$	45,000.00		G. Garrison
				Hot Box;***Request to purchase Hot Box to replace old. Currently equipment has			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	needed much repair and is costly.	\$	60,000.00		G. Garrison
				Crack Sealing Machine;***Request to purchase Crack Sealing Machine to seal road			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	cracks	\$	45,000.00		G. Garrison
							Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Asphalt Roller;***Request funding for new Asphalt Roller to replace old	\$	45,000.00		G. Garrison
				Misc. Hand Tools;***Request to purchase tools needed for Streets & Bridges			Type-II 6 CRR-NY 617.5 (c)(31)	
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	repairs	\$	3,000.00		G. Garrison

A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Safety Cones;***Request to purchase new safety Cones needed for street issues	\$	1,800.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5110	DPW-Streets & Bridges	OTHER EQUIPMENT..	Barricades;***Request to purchase new Barricades to replace broken	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5110	DPW-Streets & Bridges	RADIO EQUIPMENT..	Radios;***Request to purchase radios for communication with crews	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5132	DPW-Garage	ALTER..	Roof Repair;***For necessary repairs needed on Roof at DPW	\$	35,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Floor Repair;***For necessary repairs/replacement of flooring	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	New Fuel Pumps;***Request to replace old and outdated fuel pumps at DPW	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Ventilation System;***Request to purchase Ventilation System in Garage	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Repair to Fuel Pump Landing;***Request to purchase materials to repair Fuel pump Landing	\$	20,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Lockers;***Request to purchase new lockers for DPW Employees. Most are broken or unusable	\$	19,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	New Gutters;***Request for new gutters on DPW building	\$	7,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Paint Building;***Request to purchase paint for interior of building	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	ALTER..	Rebuild Locker Room;***Request to purchase materials to rebuilding new locker room.	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
A	5132	DPW-Garage	OTHER EQUIPMENT..	Scanner;***Request new scanner to replace old	\$	12,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5132	DPW-Garage	OTHER EQUIPMENT..	Miscellaneous Tools;***Request to purchase new tools needed in Garage for repairs to replace broken or old tools	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	MOTOR EQUIPMENT..	5 Police Vehicles;(5) @ \$50,000.00 - New Police Cars to replace old non working cars	\$	250,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	MOTOR EQUIPMENT..	Tow Truck;***For the purchase of a new Tow truck needed to replace old	\$	90,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5133	DPW-Police Garage	OTHER EQUIPMENT..	Miscellaneous Hand Tools;***For the purchase of tools needed to replace old or broken	\$	3,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	MOTOR EQUIPMENT..	2 - Medium Duty Dump Plow & Sander;***For purchase of new plows and sanders to replace old	\$	390,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	MOTOR EQUIPMENT..	One Ton Dump/Plow;***For purchase of new plow for snow removal	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	Front End Loader/Snow Pusher;***For purchase of new front end Loader/Quick Connect Snow Pusher	\$	190,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	Bobcat w/Attachments;***For purchase of bobcat to replace old	\$	90,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - Snow plows @ \$19,000 ea.;***For purchase of new snow plows	\$	38,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - New Sanders @ \$13,500 ea;***For purchase of new sanders to replace old	\$	27,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	UTV Vehicle/Plow;***For purchase of new vehicle plow for plowing major sidewalks	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	OTHER EQUIPMENT..	2 - Snow plows @ \$7,000;***For purchase of new snow plows	\$	14,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5142	Snow Removal	RADIO EQUIPMENT..	Radio Equipment;***To replace radios	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	5650	Off Street Parking	CONSTRUCTION & MAJOR ALTER..	***Request for funding to repave Municipal Parking lots ; West End Fire House (492 Broadway); Grand St Parking lot for City Hall; Library Parking Lot; Public Safety Bldg. Parking Lot	\$	320,000.00	Type-I	G. Garrison

A	7110	Parks	MOTOR EQUIPMENT..	Bucket Truck/Chip Box; Request to purchase new Bucket Truck w/chip box. Current truck is very old.	\$	180,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	MOTOR EQUIPMENT..	One Ton Dump Truck w/plow; Request to purchase new Dump truck w/plow to replace old	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Chipper; Request to purchase new Chipper to replace old	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Zero Turn Mower; For the purchase of new Zero Turn Mower needed for large lots	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	18' Landscape Trailer; Request to purchase new Trailer	\$	6,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Saws; For the purchase of new saws to replace old	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	2 - Weedwackers ;For the purchase of new weedwackers to replace old	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	OTHER EQUIPMENT..	Backpack; For the purchase of new backpack to replace old	\$	500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7110	Parks	RADIO EQUIPMENT..	Radio; To replace old Radios for communication	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7129	Conservation Advisory Council (CAC)	OFFICE EQUIPMENT	2 Tablets Tree Survey Updates	\$	460.00	Type-II 6 CRR-NY 617.5 (c)(31)	N. Crispino
A	7129	Conservation Advisory Council (CAC)	OTHER EQUIPMENT	Watering Tank, pump & Hose	\$	500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
A	7140	Recreation	MOTOR EQUIPMENT..	Ford Transit Passenger Van (\$40,000), 2500 Dodge 4X4 Pick-up Truck w/ Plow (\$35,000), Trailer (\$5,000). Our vehicles are at the point of being dangerous to drive.	\$	80,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7140	Recreation	OTHER EQUIPMENT..	(1.) Field Maintenance Machine \$15,000 (2.) Field Rake \$15,000 (3.) Utility Vehicle \$12,000 (4.) New Bleachers for Football/Soccer Field \$75,000 (5.) Playground Equipment for Xavier Lunan Park \$80,000 (6.) Security Cameras \$30,000	\$	182,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7140	Recreation	OTHER EQUIPMENT..	Purchase mobile office trailer (\$13K). Replace modular playground at Hasbrouck Park (\$15K), Replace swing chains and seats at Hasbrouck (\$900), Install surface at Hasbrouck (\$50K), Replace ball hoop systems at Gidney (\$11K), Replace rec park fencing (\$38,894)	\$	128,794.00	Type-II 6 CRR-NY 617.5 (c)(31)	
A	7188	Recreation-Delano Hitch -Park & Stadium	OTHER EQUIPMENT..	Repair/replace stadium fencing, repair batting cages, level soccer fields, replace fencing around small parking lot.	\$	66,520.00	Type-II 6 CRR-NY 617.5 (c)(2)	
				To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8010	Zoning Board	OFFICE EQUIPMENT	City saves money on postage	\$	1,000.00		N. Crispino

				To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8021	Planning Board	OFFICE EQUIPMENT	City saves money on postage To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies	\$	1,000.00		N. Crispino
				City saves money on postage To purchase Tablets; 1. Eco-friendly Less paper waste for the environment, Improves the Cities image 2. Increases Board Efficiency Allows Board members access to Novus AGENDA at meetings Eliminates risk of forgetting/losing hardcopies 3. One-time Expense for Long Term Savings Tablets purchased at cost-effective price Expenses shared by Planning Board, ZBA and ARC Applicants save money on paper copies			Type-II 6 CRR-NY 617.5 (c)(31)	
A	8041	Architectural Review Committee	OFFICE EQUIPMENT	City saves money on postage; 3 tablets- \$150/each	\$	1,000.00		N. Crispino
F	8310	Water Administration	OFFICE EQUIPMENT..	Office Equipment	\$	1,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8310	Water Administration	OTHER EQUIPMENT..	Meters and MXU's (Applied for a Grant in 2019)	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8310	Water Administration	RADIO EQUIPMENT	Radio Equipment	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
				(1) Slope Mower for the Washington Lake and Brown's Pond Dams. At this time all the dams are cut with weed whackers. This will be more efficient and less chance of injury (25,000). (2)Purchase of a slope mower to cut our dams. It is now being cut by hand with weed wackers. Will reduce the chance of injury to staff (20,000).			Type-II 6 CRR-NY 617.5 (c)(31)	
F	8320	Water Ponds and Reservoirs	OTHER EQUIPMENT..		\$	45,000.00		W. Vradenburgh
F	8330	Water Purification	AIR CONDITIONING..	Air Conditioning	\$	2,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	CONSTRUCTION & MAJOR ALTER..	Hooking our Back up generator to our Main Filtration Plant	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	W. Vradenburgh
F	8330	Water Purification	EQUIPMENT/INFRASTRUC TURE..	Equipment/Infrastructure	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	OFFICE EQUIPMENT..	Office Equipment	\$	350.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8330	Water Purification	OTHER EQUIPMENT..	Replacing a Broken Airearator and Rebuilding the 2nd	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	HIGHWAY RESURFACING..	Road paving	\$	15,000.00	Type-II 6 CRR-NY 617.5 (c)(5)	W. Vradenburgh
F	8340	Water Distribution	MOTOR EQUIPMENT..	Purchase of a Emergency Response utility truck. (Replacing a 1999 that has transmission issues, Used on every job site, asked for the last 3 years)	\$	225,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	OTHER EQUIPMENT..	Purchase of 14" and 16" Hydra stop Valve Insertion Addition to our equipment we own	\$	65,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh
F	8340	Water Distribution	RADIO EQUIPMENT..	Radio Equipment	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	W. Vradenburgh

G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Pipe Relining; sewer main reconstruction and manhole installation	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	G. Garrison/ J. Morris
G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Rebuild Pump Stations;***Request for funding to rebuilding City Wide Pump Stations needed for upgrading and properly functioning pumps	\$	300,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	G. Garrison/ J. Morris
G	8120	Sanitary Sewers	CONSTRUCTION & MAJOR ALTER..	Generator hookups for Pump Stations;***Request for funding to purchase generator hookups for pump stations in case of outages.	\$	30,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	VacCon;***Request for new VacCon needed for Division	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Medium Duty Dump w/Plow and Sander;***Request for a new Medium Duty Dump Truck w/Plow and Sander necessary for Division	\$	195,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Service Truck Utility Body & Crane;***Request for a new Service Truck Utility Body & Crane necessary for Division	\$	150,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	MOTOR EQUIPMENT..	Air Monitor/Calibration Kit;***Request to purchase Air Monitor and Calibration Kit needed for measuring quality	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	OTHER EQUIPMENT..	New Jet Heads;***Request to purchase new jet heads for system	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	OTHER EQUIPMENT..	Miscellaneous Equipment;***Request to purchase several miscellaneous tools to replace broken or old	\$	4,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8120	Sanitary Sewers	RADIO EQUIPMENT..	Radio;***Request for new radios for Division	\$	1,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	ongoing concrete repairs; repairs to concrete on influent channel	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	repair roof on maintenance shop; existing roof leaks and floods the shop area	\$	75,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	headworks interior lighting; lighting needs to be brought up to current code with explosion-proof fixtures	\$	50,000.00	Type-II 6 CRR-NY 617.5 (c)(2)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	replace / rebuild skimmer are on West Clarifier ;Clarifier arm is bent and showing signs of wear. Arms in all other tanks have been rebuilt	\$	40,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Blower VFD;replace 1 out of 4 Blower VFD's they are currently no longer supported and we are having issues obtaining parts to repair	\$	35,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Allan Bradley SCADA software package; the belt filter presses and the blowers are controlled by independent AB SCADA systems we have no access to make changes or change components without contacting a vendor to do so the current minimum charge for these services is \$7500 per day	\$	25,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Sludge dewatering VFD's for press # 1;this would be to replace 1/3 of the VFD's in the process room due to corrosive conditions they are in need of replacement and no longer supported by Allen Bradley	\$	18,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	replace motor controls on primary collectors; all primary collector exterior disconnects are original 1971 and are steel boxes that are no longer weather tight	\$	12,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Linko IPP software; Software package to manage IPP and FOG programs	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	Repairs to Dodge Ram; Existing truck is a 2003 Dodge with low miles however the body mounts for the utility body are rotted and need to be replaced. Oil pan is also heavily rusted and needs replacement.	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(1)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	RAS pump VFD;one remaining VFD is still original from 1971 and needs replacement	\$	10,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris
G	8130	Sewage Treatment Plant	EQUIPMENT/INFRASTRUCTURE..	chlorine monitor in contact tank; install a real time chlorine monitor in the chlorine contact tank for process control of dosage of chlorine for disinfection	\$	8,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	J. Morris

S	8160	Sanitation	MOTOR EQUIPMENT..	2 Sanitation Trucks @ \$250,000 each;***Request for funding needed to purchase new Sanitation Trucks	\$	500,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	MOTOR EQUIPMENT..	Sweeper;***Request for funding needed to purchase a new sweeper	\$	250,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	OTHER EQUIPMENT	Garbage Cans;***Request for funding to purchase garbage cans	\$	5,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	OTHER EQUIPMENT	Dumpsters;***Request for funding to replace dumpsters	\$	2,500.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison
S	8160	Sanitation	RADIO EQUIPMENT..	Radios;***Request for funding to purchase Radios for Sanitation Trucks/Personnel	\$	7,000.00	Type-II 6 CRR-NY 617.5 (c)(31)	G. Garrison

RESOLUTION NO.: ____35____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CAPITAL MARKETS ADVISORS LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO NEW ISSUE BONDS, BOND ANTICIPATION NOTES,
TAX ANTICIPATION NOTES, DEFICIT NOTES AND BUDGET NOTES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, by Resolution No. 164-2016 of July 11, 2016 and Resolution No. 149-2017 of June 12, 2017, the City Council authorized the City Manager to enter into a professional services agreement with Capital Markets Advisors, LLC to provide such securities and financing services; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to continue such professional services agreement with Capital Markets Advisors, LLC for such services;

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 an agreement in substantially the same form as annexed hereto with Capital Markets Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2020 by and between the City of Newburgh, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and otherwise completing each Issue to be undertaken by the City.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the City regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the City and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.
- 1.04 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the City to efficiently manage each Issue to meet City's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.
- 1.07 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Prepare final debt service schedules.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the City as described in sections 1.01 through 1.09 hereof, CMA's compensation will be as follows:
 - For bond issues: base fee \$10,000 plus \$0.50 per \$1,000 of bonds issued over \$5 million
 - For note issues: base fee of \$5,100 plus \$0.50 per \$1,000 of notes issued for issues over \$5 million
 - For note issues with no Official Statement: \$4,000
 - For issues through NYS EFC: a fee of \$25,000 which includes both short-term and long term financing of the loan. Such fee shall be due upon receipt of funding from EFC in the amount of

Capital Markets Advisors, LLC

Independent Financial Advisors

\$12,500 at the closing of the short term financing and \$12,500 upon the closing of the long term financing. If only a long term EFC issue is issued: a fee is \$15,000 at the closing of the loan
- For capital leases: a base fee of \$6,500 plus \$0.50 per \$1,000 of lease debt issued
- For Continuing Disclosure services: an annual fee of \$2,500

- 2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of \$175 per hour.
- 2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.
- 2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be for one (1) year from the date hereof to December 31, 2020.

Section 4 Disclosure

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by the CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities

Capital Markets Advisors, LLC

Independent Financial Advisors

market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires that municipal advisors, including CMA, inform their clients as to any conflicts of interest that may exist that could impact the client. To the best of our knowledge and belief, neither CMA nor any registered associated person has any material undisclosed conflict of interest that would impact CMA's ability to service the City.

Section 7 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Newburgh, New York

Richard Tortora

Richard R. Tortora
President

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO.: 36 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT
MADE BY AND AMONG THE CITY OF NEWBURGH, LIBERTY PROGRESS
LIMITED PARTNERSHIP, AND NEWBURGH PROGRESS HOUSING
DEVELOPMENT FUND COMPANY, INC.**

WHEREAS, pursuant to Resolution No. 66-2019, the City of Newburgh authorized a payment-in-lieu-of-taxes (“PILOT”) agreement (“Agreement”) by and among Liberty Progress Limited Partnership (“Partnership”) and Newburgh Progress Housing Development Fund Company, Inc. (“HDFC”); and

WHEREAS, the Agreement called for the first PILOT payment to be made on or before February 15, 2020, provided that the HDFC acquired title to the properties listed in the Agreement on or before that date; and

WHEREAS, the HDFC has indicated that it will not be able to take title to the properties listed in the Agreement on or before February 15, 2020, but expects to take title to the properties in March 2020; and

WHEREAS, an amendment to the Agreement is required to reflect the anticipated closing date and timing of the PILOT payments; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached amendment to the Agreement;

NOW, BE IT RESOLVED, that the City Manager is hereby authorized to execute and deliver the foregoing amendment to the Agreement, in substantially the same form as annexed hereto, with other provisions as Corporation Counsel may require on behalf of the City to effectuate the Agreement and the amendment.

AMENDMENT TO AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF NEWBURGH, THE LIBERTY PROGRESS LIMITED PARTNERSHIP, AND NEWBURGH PROGRESS HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AMENDMENT TO AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Amendment"), dated as of _____, 2020, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **NEWBURGH PROGRESS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the "HDFC"), which HDFC will hold title to the Property for the benefit of **LIBERTY PROGRESS LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at c/o 289 Fair Street, Kingston, New York 12401 (the "Partnership"). Capitalized terms used but not defined herein shall have the respective meanings given such term in the PILOT Agreement (as defined below).

WHEREAS, the City, the HDFC, and the Partnership entered into a payment-in-lieu-of-taxes ("PILOT") agreement on or about December 1, 2019 ("PILOT Agreement"); and

WHEREAS, the PILOT Agreement called for the first PILOT payment to be made on or before February 15, 2020, provided that the HDFC acquired title to the Property listed in the PILOT Agreement on or before that date; and

WHEREAS, the HDFC has indicated that it will need time beyond February 15, 2020 to take title to the Property;

NOW, THEREFORE, it is agreed as follows:

1. The first sentence of Section 2 of the PILOT Agreement is deleted and replaced with the following:

"This tax exemption will operate for a period of seventeen (17) years, measured from the date of the HDFC's actual acquisition of the Property."

2. Section 3, paragraph 3 of the PILOT Agreement is amended to read as follows:

"The first payment pursuant to this Agreement shall be made within thirty (30) days of the HDFC's actual acquisition of the Property. The second payment and subsequent payments shall be due on or before February 15 of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing."

3. The third sentence of Section 13 of the PILOT Agreement is deleted and replaced with the following:

“Such exemption shall be effective as of the date of the HDFC’s actual acquisition of the Property, provided that the Partnership shall timely file any requisite exemption forms.”

Remainder of page intentionally left blank.

DRAFT

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this PILOT Amendment to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2020

CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: City Manager

DATED: _____, 2020

NEWBURGH PROGRESS HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: _____
Name: Kevin O'Connor
Title: President

DATED: _____, 2020

LIBERTY PROGRESS LIMITED PARTNERSHIP

By: Newburgh Progress Housing Development
Fund Company, Inc.,
its general partner

By: _____
Name: Kevin O'Connor
Title: President

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

VIA HAND DELIVERY

January 10, 2020

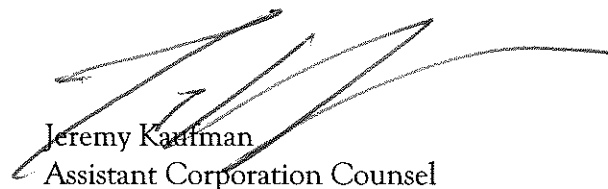
Emily Hamilton
Real Estate Development Project Manager
RUPCO, Inc.
2 Main Street
Kingston, NY 12401

**Re: Payment in Lieu of Taxes (“PILOT”)
City of Newburgh, with Liberty Progress LP/Newburgh Progress HDFC**

Dear Ms. Hamilton:

Enclosed please find one (1) fully-executed agreement for payment in lieu of taxes by and among the City of Newburgh, Liberty Progress Limited Partnership, and Newburgh Progress Housing Development Fund Company, Inc.

Very truly yours,



Jeremy Kaufman
Assistant Corporation Counsel

cc: City Manager
City Assessor
City Clerk
City Comptroller
City Tax Collector
Director of Planning and Development

AGREEMENT FOR PAYMENT IN LIEU OF TAXES ("PILOT") BY AND AMONG THE CITY OF NEWBURGH, THE LIBERTY PROGRESS LIMITED PARTNERSHIP AND NEWBURGH PROGRESS HOUSING DEVELOPMENT FUND COMPANY, INC.

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "PILOT Agreement" or "Agreement"), dated as of the 1st day of December, 2019, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **NEWBURGH PROGRESS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance law, having its principal place of business at c/o RUPCO, Inc., 289 Fair Street, Kingston, New York 12401 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **LIBERTY PROGRESS LIMITED PARTNERSHIP**, a New York limited partnership, having its principal office located at c/o 289 Fair Street, Kingston, New York 12401 (the "Partnership").

WHEREAS, the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of [22] parcels of real property, one parcel of which parcels will be subdivided to create two additional lots (3 lots total on the current existing parcel) and which additional lots are included as part of this Agreement, located in the City of Newburgh, County of Orange, State of New York, as more specifically listed and described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC is the general partner of the Partnership; and

WHEREAS, the HDFC and the Partnership have each been formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income on the Property as more particularly described in **Exhibit B** in **Exhibit A** attached hereto and incorporated herein by reference (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes and county taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by resolution adopted March 25, 2019, approved and authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City, and the School District ("School District") or other taxing jurisdiction (collectively the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of seventeen (17) years, measured from the City's first taxable status date following the date of the HDFC's actual acquisition of the Property. The HDFC shall be responsible for any *pro rata* portion of taxes that it may owe in the actual year that it acquired the property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement. The parties understand that the exemption extended pursuant to Section 577 of the PHFL and this Agreement does not include exemption from assessments for local improvements, special assessments, or special ad valorem levies. During the period of this Agreement, the Partnership shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Project by the Taxing Jurisdictions or any other taxing authority.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amounts set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payment shall be shared by Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. So long as the tax exemption remains in effect, tenant rental charges shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

The PILOT for the Residential Property shall be in the amount of (i) \$35,000 per year for the first two years of ownership and (ii) \$73,200 per year beginning in the third year of ownership, increasing two percent (2%) annually. The PILOT for the CSF Property shall be in the amount of (i) \$15,000 per year during construction and (ii) \$15,000 per year after the issuance of the certificate of occupancy for the buildings, increasing two percent (2%) annually.

The first payment pursuant to this Agreement shall be made on or before February 15, 2020. Subsequent payments shall be due on or before **February 15** of the calendar year to which this PILOT applies. Payment shall be payable to the "City of Newburgh." Payments shall be mailed via first class mail through the United States Postal Service or personally delivered to the City of Newburgh, attention Tax Collector, 83 Broadway, Newburgh, New York 12550, or such other address as the City may specify in writing.

The HDFC and the Partnership agree that the PILOT under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, nor will it seek to commence any actions to reduce the PILOT, and these factors have been considered in arriving at the payment amounts reflected in this Agreement.

The HDFC and the Partnership shall continue to pay all water, sewer, and sanitation charges in accordance with the assessments and rates established by the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that (a) the Residential Property continues to be used as housing facilities for persons of low-income in accordance with the income and rent limitations attached hereto at Exhibit B, and (b) any of the following occur (i) the HDFC and the Partnership operate the Property in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and operates the Property in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest, such successor in interest shall operate the property in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law. In addition to failure to pay any amount when due, HDFC and the Partnership shall be in default of this Agreement in the event of material failure to observe and perform any other covenant, condition of agreement on its part to be observed and performed hereunder, and continuance of such failure for a period of thirty (30) days after written notice specifying the nature of such failure and requesting that it be remedied; or any warranty, representation or other statement by or on behalf of HDFC or the Partnership contained in this Agreement shall prove to have been false or untrue in any material respect on the date when made or on the effective date of this Agreement. Any payment not received by its due date shall accrue interest and penalties at the rates provided for late payment of taxes to the Taxing Jurisdictions.

Whenever any event of default under this Agreement shall have occurred and be continuing, the City shall have the following remedies: The City may terminate this Agreement and exercise all of the rights and remedies available for failure to pay property taxes as and when due had this Agreement not been in effect. The City may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then in default or to enforce the performance and observance of the obligations, agreements and covenants of HDFC and the Partnership under this Agreement, and the Partnership shall further pay the reasonable fees and disbursements of such attorneys as the City shall engage for the enforcement of performance or observance of any obligation, covenant or agreement on the part of HDFC and the Partnership and all other expenses, costs and disbursements so incurred.

No remedy herein conferred reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition

to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. This provision shall not apply in the event that the HDFC, its successors or assigns, become subject to the City's procedures with respect to the collection of delinquent taxes.

7. This Agreement shall inure to the benefit of and shall be binding upon the City the Partnership and the HDFC and their respective successors and assigns, including the successors in interest of the Partnership and the HDFC. There shall be no assignment of this Agreement except with consent of the other party. In the event that the Partnership and the HDFC seeks to assign this agreement, the Partnership and the HDFC must demonstrate to the City, at a minimum, that the assignee or its general partner is a housing development fund company subject to Article XI of the PHFL, the assignee is willing to assume the obligations of this Agreement in writing, and the assignee shall have provided such financial and other information as shall be reasonably requested by the City in order to assure the proper completion and operation of the housing project and the compliance with the terms of this Agreement and all applicable laws, regulations and covenants.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above-described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized by proper action of its governing body and does not require any other consent or approval for the execution thereof by such municipality, (ii) does not violate any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any agreement or instrument to which it is a party. Each such party represents that this Agreement shall constitute the legal, valid and binding agreement of such party enforceable in accordance with its terms.

12. The Partnership and HDFC jointly and severally make the following representations, warranties and covenants:

(i) The HDFC is a "housing development fund company" under Article XI of the PHFL, and the Partnership is a limited partnership the co-general partner of which is HDFC, each of which is organized, validly existing and in good standing under the laws of the State and is authorized under the laws of the State to do business in the State, has the power to enter into this Agreement and to perform the transactions contemplated hereby and its obligations hereunder and by proper action has duly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder, and the execution, delivery and performance of this Agreement does not require any other consent or approval. This Agreement shall constitute the legal, valid and binding agreement of HDFC and the Partnership enforceable in accordance with its terms.

(ii) Neither the Partnership nor HDFC is in default under, or in violation of, any indenture, mortgage, declaration, lien, lease, contract, note, order, judgment, decree or other instrument of any kind to which any of its assets are subject, and the execution, delivery and compliance by the Partnership or HDFC with the terms and conditions of this Agreement do not and will not conflict with or constitute or result in a default by the Partnership or HDFC in any material respect under or violation of, (1) the entity's organizational documents, (2) any agreement or other instrument to which such entity is a party or by which, to such entity's knowledge, it is bound, or (3) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Partnership or HDFC or its property, and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(iii) The Partnership has provided to the City true and complete financial information with respect to the Property, including without limitation project costs, financing sources, rents and income limitations.

(iv) The Partnership covenants and agrees to operate the Property in accordance with all applicable rules and regulations of Article XI of the PFHL, including without limitation applicable rent limits and income limits and in accordance with the plan attached hereto as Exhibit B.

(v) The Partnership covenants and agrees to provide to the City any information or documents reasonably requested in writing by the City in order to provide any federal, state or local entity with information or reports required under any applicable law, rule or regulation.

13. The City shall file a copy of the fully-executed Agreement with the City Assessor. The Partnership shall be responsible for taking such actions as may be necessary to ensure that the Property shall be assessed as exempt upon the assessment rolls of the respective Taxing Jurisdictions, including without limitation ensuring that any required exemption form shall be filed with the appropriate officer or officers of each respective Taxing Jurisdiction. Such exemption shall be effective as of the first taxable status date of the applicable Taxing Jurisdiction following

the date of this Agreement, provided that the Partnership shall timely file any requisite exemption forms.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties each consent to the jurisdiction of the New York courts in and for the County of Orange regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them.

16. Amendments. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

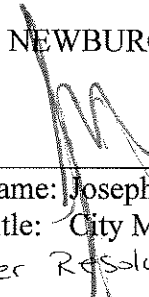
17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: ^{January 9, 2020}
~~December 9, 2019~~

CITY OF NEWBURGH

By: 

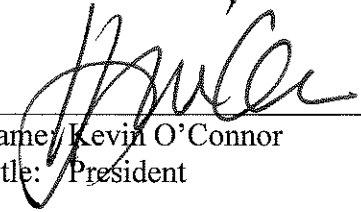
Name: Joseph P. Donat

Title: City Manager

Per Resolution # 66-2019

DATED: December 20, 2019

NEWBURGH PROGRESS HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: 

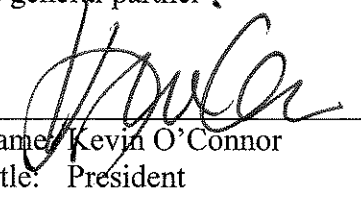
Name: Kevin O'Connor

Title: President

DATED: December 20, 2019

LIBERTY PROGRESS LIMITED PARTNERSHIP

By: Newburgh Progress Housing Development
Fund Company, Inc.,
its general partner .

By: 

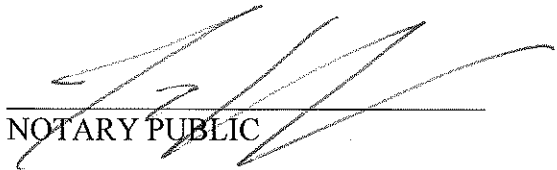
Name: Kevin O'Connor

Title: President

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

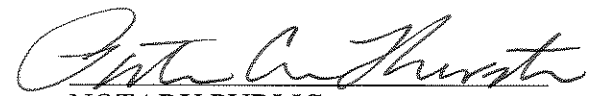
On the 9 day of ~~December~~ ^{January}, in the year ~~2019~~ ²⁰²⁰, before me personally appeared **Joseph Donat**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Jeremy Kaufman
Notary Public, State of New York
No. 02KA6202389
Qualified in Sullivan County
Commission Expires March 16, 2021


NOTARY PUBLIC

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

On the 20 day of December, in the year 2019, before me personally appeared **Kevin O'Connor**, 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 person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

PATRICIA ANN THURSTON
Notary Public, State of New York
Reg. # 01716120397
Qualified in Ulster County
My Commission Expires December 20, 2020

EXHIBIT A

LIST OF EXEMPT PROPERTY – RESIDENTIAL

<u>Street Address</u>	<u>Section/Block/Lot</u>
193 First Street	30-2-1
197 First Street	30-1-2
215 First Street	29-5-6
135 Chambers Street	18-4-22
137 Chambers Street	18-4-21
35 Dubois Street	29-5-18
37 Dubois Street	29-5-17
39 Dubois Street	29-5-16
45 Johnston Street	30-2-9
33 Lander Street	30-4-33
42 Lander Street	30-3-10
44 Lander Street	30-3-9
98 Lander Street	23-2-1
114 Lander Street	TBD (part of proposed 116 Lander subdivision)
116 Lander Street	18-10-5.2
118 Lander Street	TBD (part of proposed 116 Lander subdivision)
122 Lander Street	18-10-3
133 Lander Street	18-4-34
135 Lander Street	18-4-35
137 Lander Street	18-4-36
139 Lander Street	18-4-37
25 S. Miller Street	30-1-17

LIST OF EXEMPT PROPERTY – COMMUNITY

245 Liberty Street	18-8-2
257 Liberty Street	18-8-1.1

EXHIBIT B

Project Plan: Newburgh Progress

Property:

1. 61 Units of residential rental low-income housing, meeting the income limits in accordance with HCR regulations applicable for low income housing tax credit and housing trust fund projects, not exceeding 70% of applicable median income ("Residential Property"). 1 unit is a superintendent's unit.
2. Approximately 20,000 square feet of community service facility space ("CSF Property").

Rents will be limited to 30% of the percentage of the applicable median income limit specified by HCR in accordance with federal and state Low Income Housing Tax Credit program requirements. Income and Rent limits will be applicable for the 17-year term of the PILOT Agreement in accordance with LIHTC regulatory agreement.

RESOLUTION NO.: _____ 37 _____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES
LOCATED AT 746 BROADWAY (SECTION 25, BLOCK 4, LOT 40)**

WHEREAS, the Newburgh Community Development Agency (“NCDA”) issued a mortgage to Joseph Accettura and Vincent Accettura in the principal sum of \$3,750.00 for the premises located at 746 Broadway (Section 25, Block 4, Lot 40) (“Premises”), dated October 17, 1989, and recorded in the Orange County Clerk’s Office on October 25, 1989, in Liber 3563 of Deeds at Page 42; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 5 years from the issuance of the mortgage; and

WHEREAS, the mortgagor has appeared to comply with the terms and conditions of said mortgage and is entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage by the City of Newburgh, as successor in interest to the NCDA, 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 mortgage issued by Newburgh Community Development Agency to Joseph Accettura and Vincent Accettura in the principal sum of \$3,750.00 is hereby satisfied, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550, as Successor in Interest to the Newburgh Community Development Agency;

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

MORTGAGE bearing the date of October 17, 1989, made by Joseph Accettura and Vincent Accettura to the Newburgh Community Development Agency, given to secure payment of the principal sum of \$3,750.00, and duly recorded in the office of the Orange County Clerk's Office on October 25, 1989, in Liber 3563 of Deeds at Page 42; and

which Mortgage has not been further assigned of record.

Dated: February ____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of February in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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.

Notary Public

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

JOSEPH ACCETTURA & VINCENT ACCETTURA

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

SECTION 25 BLOCK 4 LOT 40

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
83 Broadway
Newburgh, N. Y. 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 013481 DATE 10-17-89 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED MORTGAGE ✓ SATISFACTION ASSIGNMENT OTHER

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deerpark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highlands
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor
TU50 Tuxedo
WL52 Wallkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh ✓
PJ13 Port Jervis
9999 Hold

SERIAL NO. CG 7395

Mortgage Amount \$ 3,750.00 CHECK CASH CHARGE ✓

Exempt Yes No

3-5 Cooking Units Yes No

Received Tax on above Mortgage

Basic \$

MTA \$

Spec. Add. \$

TOTAL \$

MARION S. MURPHY
Orange County Clerk

by:

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on OCT 25 1989

at 10:30 O'Clock A M.

in Liber/Film 3563 MBG

at page 42 and examined.

Marion S. Murphy
County Clerk

MORTGAGE TAX \$ Tax Exempt

TRANSFER TAX \$

RECORD. FEE \$ 5-17-

REPORT FORMS \$

CERT. COPIES \$

C. Nbg. Comm.
Dev.

RECEIVED
\$
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

LIBER 3563 PAGE 42

THIS BOND AND MORTGAGE, made the 17th day of October, nineteen hundred and eighty-nine.

BETWEEN JOSEPH ACCETTURA, RD #2, 185 Riley Road, New Windsor, New York
12250, and VINCENT ACCETTURA, residing at 1623 West 9th Street,
Brooklyn NY 11223

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized
and existing under the laws of the State of New York and having its principal
office for the transaction of business at 83 Broadway, Newburgh, New York 12550,

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100----- (\$ 3,750.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee
as follows:

The mortgagor shall upon the sale, conveyance or transfer of the described
property immediately pay to the mortgagee the full principal amount then due
according to the following schedule:

- (a) If within 1 year from the date of this instrument-100% of the amount of
this instrument;
- (b) If within 2 years from the date of this instrument-80% of the amount of
this instrument;
- (c) If within 3 years from the date of this instrument-60% of the amount of
this instrument;
- (d) If within 4 years from the date of this instrument-40% of the amount of
this instrument;
- (e) If within 5 years from the date of this instrument-20% of the amount of
this instrument;
- (f) After 5 years from the date of this document, if the mortgagor has other-
wise complied with the terms hereof and has not sold, conveyed or transferred title
to the subject property or any part thereof, then the loan herein shall become a
~~to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL~~
grant and there shall be no obligation on the mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee,

ALL that certain plot, piece or parcel of land, with the buildings and improvements
thereon erected, situate, lying and being in the City of Newburgh, County of
Orange and State of New York and being more particularly bounded and described
as follows:

BEGINNING at a point in the northerly line of Broadway, (N.Y.S. Rte. 17K), said
point being S 57° 50' 04" E, 158.00 feet from the northeast corner of the
intersection formed by Broadway and Fowler Avenue, thence;

1. N 32° 09' 56" E, 200.00 feet along lands now or formerly of Greenwood,
thence;
2. S 57° 50' 04" E, 88.00 feet along lands now or formerly of Williams,
lands now or formerly of O'Shea, lands now or formerly of V.F.A. and
lands now or formerly of DiCarrado to an iron pipe, thence;
3. S 32° 09' 56" W, 200.00 feet along lands now or formerly of Kelly, thence;
4. N 57° 50' 04" w, 88.00 feet along the northerly line of Broadway to the
point of beginning.

Being the same premises described in a certain deed dated November 19, 1986 from
Paul Capicchioni and Cosimo Dibrizzi to Joseph Accettura and Vincent Accettura,
and recorded in the Orange County Clerk's Office on November 24, 1986 in Liber
2612 of Deeds at Page 140.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

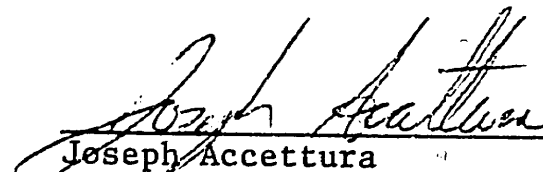
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

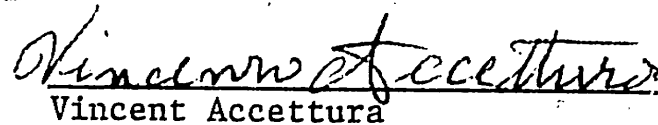
If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

 (L.S.)
Joseph Accettura

 (L.S.)
Vincent Accettura

STATE OF NEW YORK
COUNTY OF Orange

On the 17th day of October 1989 ,
before me came Joseph Accettura & Vincent Accettura

to me known to be the individual S described in, and who executed the foregoing instrument, and acknowledged that the Y executed the same.

Luiz M. Mahoney
LUZ. M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 1990

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

in
; that he is the
of
the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
of said corporation; and that he signed his name thereto by like order.

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in , that he knows
to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

LIBER 3563 PAGE 46

No.

JOSEPH ACCETTURA &
VINCENT ACCETTURA

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

Bond and Mortgage

Dated, October 17, 1989

Amount, \$ 3,750.00

Due, 19

Int. Payable

The land affected by the within instrument lies
in City of Newburgh, Orange County, NY

Record and return to

COMMUNITY DEVELOPMENT
83 Broadway
Newburgh, N. Y. 12550

RESOLUTION NO.: 38-2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO ROY LETHEN TO THE PREMISES KNOWN AS
25 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 3)**

WHEREAS, on August 2, 2017, the City of Newburgh conveyed property located at 25 Benkard Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 3, to Roy Lethen; and

WHEREAS, Mr. Lethen 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.

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 25 Benkard Avenue, Section 45, Block 5, Lot 3 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 August 2, 2017, from THE CITY OF NEWBURGH to ROY LETHEN, recorded in the Orange County Clerk's Office on August 4, 2017, in Liber 14268 of Deeds at Page 1889 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: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Fire Chief/Building Inspector

DATE: January 27, 2020

SUBJECT: 25 Benkard Avenue, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 25 Benkard Avenue owned by Roy Lethen, I conducted an inspection of the property on 1/24/2020 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

There are no open permits.

There is a valid Rental License from 12/11/19.

There is a valid Certificate of Occupancy on file from 12/11/19 for a Multiple Family Dwelling with six units: three in 25 Benkard and three in the attached AKA 27 Benkard .

Thank you.



RESOLUTION NO.: 39 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 352 THIRD STREET (SECTION 16, BLOCK 8, LOT 17)
AT PRIVATE SALE TO FLOR E. ROMANO FOR THE AMOUNT OF \$45,000.00**

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 352 Third Street, being more accurately described as Section 16, Block 8, Lot 17 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said 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 May 15, 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>
352 Third Street	16 - 8 - 17	Flor E. Romano	\$45,000.00

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

Terms and Conditions Sale

352 Third Street, City of Newburgh (SBL: 16-8-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. 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 **\$4,500.00** 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: _____

Flor E. Romano

Proposal Form

Contact Information:

Name: Flor E. Romano
 Business Name (If Applicable): _____
 Address: 85 Dubois St
 City, State & Zip: Newburgh, NY 12550
 Home phone: none
 Business Phone: none
 Mobile Phone: 845391 1099
 E-mail: r.flor21@icloud.com
 Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___ N/A X (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A X (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ___
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own – as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.): _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ___ (attach explanation) N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ___ N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 352 Third Street, Newburgh, NY 12550

S-B-L#: 16-8-17

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

☐ Mixed Use (Commercial & Residential - # of Residential Units)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 45000

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 25000

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor:

Architect:

Engineer:

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☒ Personal Financial Statement
 ☐ Letter from Lender/Investor
 ☐ Personal or Business Bank Statement
 ☐ Evidence of project funding
 ☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No x

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

DocuSigned by:



6A33420A58DD446...

Signature

Date

Flor E. Romano

Print Name

1/14/2020

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Cross Property Agent Full w Tabs

Listing



MLS#: **5094112** **Active** List Price: **\$74,900**
 Addr: **352 3rd Street**
 PO: **Newburgh** **Orange County**
 City/Town: **Newburgh City** Zip: **12550-4729**
 Village: **None** Hamlet/Loc.:
 Street Type: Avail 4/Lease: **No**

P Type: **Single Family** Type: **Detached**
 Sub/Devel: 55+ Comm: **No**
 Beds: **3** SqFt: **1,100** Acre(s): **0.0747**
 Baths: **1 (1 0)** Rooms: **6** Levels: **2.00**
 Style: **Two Story** Model:
 Wtr Access: PUD: Builders Lot #:

Sch Dist: **Newburgh** Elem: **Magnet**
 Jr High: **Magnet** High: **NFA**

Recent: **12/27/2019 : PRC DECR : \$84,900->\$74,900**
 Basement: **Full**
 Addl Fees: **No**
 Addl Fee Des:

Attic: **Scuttle** Fireplaces:
 Yr Blt: **1927/Estimated** Yr Reno:
 Cnstrctn: **Frame**

Tax ID#: **331100.016.000-0008-017.000/0000**
 Taxes Include:
 Avail Financing:

Tax: **\$4,837** Tax Year: **2019(Municipality)**
 Assmt: **\$100,900** Monthly HOA:
 HOA\$ Inc:

Amenities:
 Includes:
 Excludes:
 Parking: **Driveway**
 Heat Zones/Type: **Forced Air**
 A/C: **None**
 Hot Water: **Gas Stand Alone**
 Garbage: **Public**
 Lot Description:

Elec Co:
 Fuel: **Natural Gas**
 Water: **Municipal**
 Sewer: **Municipal**
 Siding: **Wood**

Public Remarks

Spacious three bedroom home with hardwood floors and eat-in kitchen with center island. Roomy deck overlooking private backyard. Located near most shopping, schools and amenities. Join in Newburgh's renaissance! City of Newburgh owned property. Property is only available to owner occupant purchasers at this time. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh. Front door is sticky must be pulled shut hard and locked - please confirm door is locked before you leave.

Show Instr: **Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700.**

Access for Show: **Broker**

Directions: **Route 17K to Robinson to Third Street.**

Appt Ph:
 Owner: **City Of Newburgh**
 LA: **(37432) Lee A Raphael**
 LA Email: **lraphael@riverrealty.com**
 LO: **(RIVMNG) River Realty Services, Inc.**
 CLA: **(28180) Brian T. Smith**
 CLA Email: **bsmith@riverrealty.com**
 CLO: **(RIVMNG) River Realty Services, Inc.**
 SA: **0%** BA: **2.5%**

Appt Ph 2:
 REO: **Yes**
 LA Ph: **(845) 564-2800**
 LO Ph: **(845) 564-2800**
 CLA Ph: **(845) 486-1100**
 CLO Ph: **(845) 564-2800**
 BRA: **0%**
 DOM: **71**
 Org Price: **\$89,900**
 Mod/Excl: **NONE**
 List Dt: **10/07/2019**
 Expire Dt: **04/07/2020**
 Agr Type: **ERS**
 Neg Thru: **Listing Agent**
 \$/SqFt: **\$68.09**
 TOM Dt:
 OM Date:

Prepared By: Donna Challacombe

Date Printed: 12/27/2019

PURCHASE AGREEMENT

Date: 1/14/2020

I (We) Flor e Romano propose to purchase 352 Third St, Newburgh, NY 12550
by City of Newburgh owned

Terms of the offer as follows:

Purchase Price:	<u>\$45,000 (Cash as is)</u>
Seller Concession (if applicable)	<u>- 0 -</u>
Amount due on contract signing:	<u>4500 (10%)</u>
Mortgage Down Payment (LTV _____ %):	<u>N/A</u>
Amount due at closing:	<u>40,500</u>
Contracts to be signed on or about:	<u>ASAP</u>

Closing to be (_____ on or about) or (X _____ on or before): 2/28/2020

Personal Property included in sale: AS PER LISTING

This sale is contingent upon (X) attorney review of a formal contract, (_____) buyer to perform an engineer inspection within (_____) days, (X) clear title, and as follows: _____.

The sale is contingent upon purchaser securing a N/A mortgage commitment in the amount of _____.

The parties hereby agree that RIVER REALTY SERVICES, INC. in cooperation with _____ is (are) the recognized broker (s) who affected this "meeting of the minds" and will be paid the brokerage commission of _____ by the seller on or before closing.

THE ABOVE TERMS AND CONDITIONS ARE AGREED UPON SUBJECT TO ATTORNEY REVIEW AND FORMAL CONTRACT OF SALE. RECEIPT OF A COPY OF THIS PRELIMINARY AGREEMENT IS HEREBY ACKNOWLEDGED BY ALL PARTIES:

Flor E. Romano

Purchaser X Fl e Romano

Seller _____

Purchaser _____

Seller _____

Purchaser Address _____

Seller Address _____

Purchaser Phone _____

Seller Phone _____

Purchaser Attorney _____

Seller Attorney _____

Purchaser Attorney Phone / E-mail _____

Seller Attorney Phone / E-mail: _____

Agent Name: K Scialpi of River Realty Services, Inc.

Phone: _____ Fax: _____

Email: _____

Listing Agent: _____ of _____

Phone: _____ Fax: _____

Email: _____



New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Kerly Scialpi of River Realty Services Inc.
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Seller's Agent

☐ Broker's Agent

☐ Buyer as a (check relationship below)

☐ Buyer's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of ☒ Buyer(s) and/or ☐ Seller(s):

[Signature]

Date: 7/14/2020

Date: _____

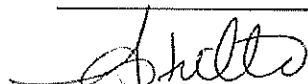


Verification of Information

Account Number: XXXXXX3602
 Account Holder: FLOR E ROMANO
 Dated: 01/14/2020

Share ID	Share Description	Dividend Rate	Open Date	Close Date	Current Balance	Average Daily Balance 1/14/20 - 1/14/20
0000	SAVINGS	0.100 %	02/16/2013	--/--	\$67,684.97	\$67,684.97
0200	CHECKING	0.050 %	12/23/2010	12/04/2018	\$0.00	\$0.00
0201	CHECKING	0.050 %	12/04/2018	--/--	\$7.53	\$7.53
0202	CHECKING	0.050 %	11/14/2019	--/--	\$5,111.40	\$5,111.40
0400	6 MONTH CERTIFICATE ITF	0.598 %	12/06/2019	12/17/2019	\$0.00	\$0.00
0401	12 MONTH FLEX CERTIFICATE	1.823 %	08/01/2019	--/--	\$2,523.65	\$2,523.65

Loan ID	Description	Current Balance	Current Payment	Original Bal/Credit Limit	Open Date
---------	-------------	-----------------	-----------------	---------------------------	-----------


 ALEJANDRA CASTILLO
 Branch Supervisor
 Hudson Valley FCU
 845.463.3011

Email

Print

Cancel

Property Address:	352 Third Street, Newburgh, NY 12550			
Buyer Name:	Flor E. Romano			
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF	02/24/2020	5000	3500	8,500.00
GUTTERS/DOWNSPOUTS	02/28/2020	500	500	1,000.00
WINDOWS				0.00
DOORS				0.00
SIDING/TRIM/EXTERIOR PAINTING	02/28/2020	500	1500	2,000.00
FOUNDATION				0.00
STEPS, PORCHES, DECKS	02/28/2020	500	500	1,000.00
LANDSCAPING		250	250	500.00
OTHER:	03/06/2020	500	2500	3,000.00
EXTERIOR REPAIR SUBTOTAL		7,250.00	8,750.00	16,000.00
INTERIOR	ESTIMATED START DATE (I.E., NOVEMBER 2018)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION				0.00
REMEDIATION - LEAD AND/OR ASBESTOS				0.00
HEATING SYSTEM (FURNACES)				0.00
HOT WATER HEATERS				0.00
PLUMBING	03/13/2020	500	1000	1,500.00
ELECTRIC	3/13/2020	500	1000	1,500.00
BATH(S)				0.00
KITCHEN(S)				0.00
INSULATION/DRYWALL				0.00
INTERIOR DOORS				0.00
TRIM/INTERIOR PAINTING	03/13/2020	500	2000	2,500.00
FLOORING	03/13/2020	200	2500	2,700.00
OTHER:				0.00
INTERIOR REPAIR SUBTOTAL		1,700.00	6,500.00	8,200.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				0
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)			0.10	2,420.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				26,620.00

Property Proposal Summary

Location: 352 Third Street (north side, between Farrell Street and Bush Avenue)

Tax Map Number: 16-8-17

Property Class: 210—One Family Residential

Zoning: RL—Residential Low Density; CTADD—Colonial Terrace Architectural Design District

Description: Semi-Attached single family home—Year built: 1918; 1100sf above-grade; unfinished basement; lot size: 31 x 105

Condition: Average/Fair

Assessed Value: \$100,900

Annual Taxes: \$ 4,837+/-

Selling Price: \$ 74,900

The city acquired this property: August 2018

Offer Information:

Name: Flor E. Romano

Offer Price: **\$ 45,000**

Renovation Estimate: \$ 26,620 +/-

Proof of Financing: HVFCU account.

Comments: Flor Romano and her husband intend to reside at 352 Third Street. The couple presently rents an apartment on Dubois Street in the City of Newburgh. This will be their first home and where they intend to start a family.

The house needs some repairs: primarily to the roof, gutters, and an interior ceiling in one of the bedrooms. The house also has an extensive amount of exterior peeling paint. The exterior of the building is in much worse condition than the interior. Most of the rooms—including the kitchen and bath - have been well maintained and have been updated.

Ms. Romano's husband is in the building trades. He has worked for a contractor for many years. He will oversee the renovation as well as provide significant "sweat equity".

The property has been listed by River Realty since 10/7/2019. It had a price reduction in 12/2019.





Interior Photos



RESOLUTION NO.: 40 - 2020

OF

FEBRUARY 10, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 234 FIRST STREET (SECTION 22, BLOCK 5, LOT 21) AND
236 FIRST STREET (SECTION 22, BLOCK 5, LOT 22) AT PRIVATE SALE
TO SONIA SIGUENCIA FOR THE TOTAL AMOUNT OF \$21,000.00

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 234 First Street and 236 First Street, being more accurately described as Section 22, Block 5, Lots 21 and 22, 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 May 15, 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>
234 First Street	22 - 5 - 21	Sonia Siguencia	\$10,500.00
236 First Street	22 - 5 - 22		\$10,500.00

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

Terms and Conditions of Sale

234 First Street, City of Newburgh (22-5-21)

236 First Street, City of Newburgh (22-5-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **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 money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City

may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property located at 236 First Street (22-5-22) is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

Sonia Siguencia

RECEIVED
11/15/2020

Proposal Form

Contact Information:

Name: Sonia Siguencia
Business Name (If Applicable): _____
Address: 6550 Wetherole St. Apt: LP
City, State & Zip: Rego Park, NY 11374
Home phone: _____
Business Phone: _____
Mobile Phone: 347-444-8563
E-mail: Soniasiguencia@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - any properties in the City of Newburgh? Yes ___ No ☒

If you own property in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ☒ N/A ___ (No property owned in the City of Newburgh)

If you own property in the City of Newburgh, are any of these properties rented? Yes ___ No ___ N/A ___ (No property owned in the City of Newburgh) If yes, do you have a current Rental License for each of the rental properties? Yes ___ No ☒
☐ Verified (Internal Office Use Only); Date Verified: _____

Please list **all** of the addresses of properties you own - as an individual, member of an LLC, partner in a partnership, or officer in a corporation - in the City of Newburgh. Also indicate if any of these properties are vacant or rented. (You may attach a list of the properties if the space below is inadequate.):

_____ N/A _____

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ___ No ☒ (attach explanation) N/A ☒ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No ☒ N/A ☒ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified: _____ ☒

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No ☒

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 234 First St.

S-B-L#: 22-5-21

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

☐ Mixed Use (Commercial & Residential - # of Residential Units)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 10,500

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☐ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$

Who will be doing the work? ☐ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor:

Architect:

Engineer:

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 236 First St.

S-B-L#: 22-5-22

Type of Project:

☒ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units)

☐ Mixed Use (Commercial & Residential - # of Residential Units)

For the property types listed above, will it be occupied by the purchaser: Yes ☒ No ☐

☐ Commercial ☐ Industrial

☐ Vacant Land (Proposed Use:)

Offer Purchase Price: \$ 10,500

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☐ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$

Who will be doing the work? ☐ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor:

Architect:

Engineer:

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ☒ Personal Financial Statement
 ☐ Letter from Lender/Investor
 ☐ Personal or Business Bank Statement
 ☐ Evidence of project funding
 ☐ Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes_____ No_____

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Sonia Siguencia
Signature

1/11/20
Date

Sonia Siguencia
Print Name

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Joss Contracting Corp.

46 Fort Washington Ave.
New York, NY 10032.
(347)938-7763 (212)234-3250
josselyn2002@icloud.com



WORK PROPOSAL

ADDRESS: 234 & 236 first st , Newburgh

DATE: 01-11-2020

Sonia Siguencia
65-50 Wetherole st
Rego Park , NY,11374

- | | |
|--|------------------|
| 1. Labor/Material | 7,500.00 |
| 7,500.00
Dispose of all the garbage in the property including demo work. | |
| 2. front | 6,000.00 |
| Build the front porch and first floor stairs entrance as require
3,000.00 (2) | |
| 3. Landscape and fix the back yard | 5,000.00 |
| 5,000.00
Fix the back yard and remove the tree | |
| 4. All walls/ceiling in the entire property | 20,000.00 |
| install 5/8' sheet rock in the entire house
10,000.00(2) | |
| 5. Labor/Material | 8,000.00 |
| Compound/tape all the new sheet rock and sand throughout.
4,000.00 (2) | |
| 6. Labor/Material | 7,600.00 |
| 3,800.00 (2)
Prime and paint entire house. | |
| 7. Bathrooms | 8,000.00 |
| 4,000.00 (2)
Install new green board inside the bathroom and durock around the tub area.
½" drywall Waterproof.
tile walls all the way up around the tub and floor outside the tub area.
Grout all new tile.
This is for 2 bathrooms one on each property | |

8. ELECTRICAL /update up to code	22,000.00
11,000.00(2)	
New sub panels to each floor.	
New outlets and lights as per code.	
New hardwire smoke detectors in bedrooms and basement.	
9. PLUMBING	7,000.00
3,500.00 (2)	
New plumbing throughout the entire house for the exception of the main Waste raiser.	
New ¾' water line raiser to feed bathrooms and kitchens.	
New shower body, tub, sink and toilet rough INS.	
Installation of all new plumbing fixtures.	
This is for both bathrooms and kitchens.	
10. PLUMBING	3,000.00
1,500.00(2)	
2 Hot water boilers	
Mr. Smith.	
One for each property	
Boilers to be install in basement	
11. PLUMBING	10,000.00
5,000.00 (2)	
Two new furnaces for heating.	
Furnace will be install in basement.	
12. PLUMBING	6,000.00
3,000.00 (2)	
New ¾' gas line for stove and furnace.	
13. EXTERIOR WORK	8,000.00
8,000.00	
Install 10 windows total in both houses	
14. ROOF	10,000.00
10,000.00	
Complete new for roof both properties'.	
15. Carpenter	16,000.00
8,000.00 (2)	
Install new flooring in the first and second floor	
Molding in general, install 16 new doors	

17. EXTERIOR WORK

12,000.00

12,000.00

new siding both properties

18. INTERIOR WORK

20,000.00

In House# 236 Build the entire interior structure and layout of the new floor plans

TOTAL ESTIMATE	\$176,100.00
CONTINGENCY (10%)	17610 -
TOTAL	\$193,710 + 1 -

This estimate can Change or can increase for any additional work add it. By signing this estimate, we are getting in to agreement as a formal contract.

Contractor

Sonia Siguencia

Joss Contracting Corp

X _____

X _____

Jay S. Klein Architect & Associates.
Tel. (845) 566 - 6111
Guillermo. M. Montalban Associate
Tel. (845) 926 - 0833



Architectural Drafting & Design Services.
Architectural Survey- General Construction
Property Management- Interior Design.
P.O.Box 1354 Newburgh, N.Y, 13551
Email : Archdrafny @ Gmail.com

January 27, 2020

Department of Planning and Development.
City of Newburgh, 12550

Re: 234 and 236 Properties
First Street.
Newburgh, N.Y. 12550

Attn: Mr. David Kohl.
Economic Development Specialist

Dear Mr. Kohl:

We have been commissioned to inspect and evaluate the above stated properties.
These are our findings:

These properties are duplex, balloon wood-framing with stone wall foundation; with two separate living units (houses), within the same structure, shared by an interior fire wall, detached from the adjacent properties.

House # 234 was built in 1890, is $\pm 1,200$ sq. ft., lot size $\pm 2,200$ sq. ft. originally 3 bedrooms, 1 bathroom. This house located next to property #232. The entire structure is in critical condition, the basement is made of stone walls foundation as the main component of the structure, and is relatively in good condition and can be restored.

In a brief explanation we recommend the following:

To reinforce the existing stone walls and rebuild at those points where necessary.
To build a 2"x6" studs wall with double top plate of treated pressurized wood around the perimeter of the stone wall, supporting 2"x10" joists, a 6"x 6" wooden posts supporting a 2"x12" main girder and the 2"x10" joists above and subfloor of 5/8" plywood.
And in this manner continue with the structure of the walls of 2"x4" wooden studs of the first, second, the attic and trusses of the roof.

Jay S. Klein Architect & Associates.
Tel. (845) 566 - 6111
Guillermo. M. Montalban Associate
Tel. (845) 926 - 0833



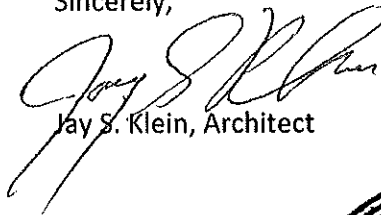
Architectural Drafting & Design Services.
Architectural Survey- General Construction
Property Management- Interior Design.
P.O.Box 1354 Newburgh, N.Y, 13551
Email : Archdrafny @ Gmail.com

House # 236 was built in 1900, it has $\pm$ 984 sq. ft. originally 3 bedrooms and 1 bath and is next to property #238. The entire structure is in better condition, the basement is also made of stone wall foundation and is in very good condition, nevertheless, we recommend the following:

To reinforce the existing stone walls and rebuild at those points where necessary. To build a 2"x6" studs wall with double top plate of treated pressurized wood around the perimeter of the stone wall, supporting 2'x10" joists, a 6"x 6" wooden posts supporting a 2"x12" main girder and the 2"x10" joists above and subfloor of 5/8" plywood. And in this manner continue with the structure of the walls of 2"x4" wooden studs of the first, second, the attic and trusses of the roof. We conclude that the project to reconstruct these two properties is feasible.

Structural drawing details will be provided once the properties are acquired by the prospective buyers.

Sincerely,



Jay S. Klein, Architect

Cc: Roman Gualpa
Guillermo. M. Montalban, Associate





P.O. Box 15284
Wilmington, DE 19850

ROMAN A GUALPA-PENA
SONIA ALEXANDRA SIGUENCIA
6550 WETHEROLE ST APT LP
REGO PARK, NY 11374-4714

BANK OF AMERICA

Preferred Rewards

Customer service information

- ☎ 1.888.888.RWDS (1.888.888.7937)
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for November 20, 2019 to December 19, 2019

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Relationship Banking	483054279271	\$117,345.17	Page 3
Bank of America Advantage Savings	483026539981	\$45,679.54	Page 7
Total balance		\$163,024.71	

A smart start toward pursuing financial independence

Bank of America Advantage SafeBalance Banking® helps students manage money — with no overdraft fees.

Get started at bankofamerica.com/Students.

Students under age 24 are eligible for a waiver of the monthly maintenance fee while enrolled in a high school or in a college, university or vocational program. Please refer to your Personal Schedule of Fees for details at bankofamerica.com/fees. SSM-09-19-0057.B | ARML3FT7



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

Diciembre 10, 2019 a Enero 09, 2020

Número De Cuenta: [REDACTED]

INFORMACIÓN PARA ATENCIÓN AL CLIENTE

Sitio Web: Chase.com
Centro de atención al cliente: 1-800-935-9935
Personas sordas y con problemas de audición: 1-800-242-7383
Para Español: 1-877-312-4273
Llamadas internacionales: 1-713-262-1679

00265412 DRE 802 219 01020 NNNNNNNNNN 1 000000000 06 0000

ROMAN GUALPA
6550 WETHEROLE ST APT. LP
REGO PARK NY 11374-4714



02654120101000000021

RESUMEN DE CUENTA DE CHEQUES

Chase Total Checking

	CANTIDAD
Saldo inicial	\$20,264.24
Depósitos y Adiciones	7,333.16
Retiros Electrónicos	-5,500.00
Saldo final	\$22,097.40

DETALLE DE TRANSACCIONES

FECHA	DESCRIPCIÓN	CANTIDAD	SALDO
	Saldo inicial		\$20,264.24
12/11	Transferencia externa para depósito quickpay por internet. Quickpay with zelle payment from epting, rosemary bac911d035f4	1,300.00	21,564.24
12/13	Depósito quickpay por internet. Quickpay with zelle payment from the realty depot LLC 8963749054	120.00	21,684.24
12/16	Depósito remoto por internet. Remote online deposit 1	741.91	22,426.15
12/16	Depósito remoto por internet. Remote online deposit 1	32.25	22,458.40
12/17	Retiro quickpay por internet para transferencia externa. Quickpay with zelle payment to chula alexandra jpm305374938	-1,300.00	21,158.40
12/17	Retiro quickpay por internet para transferencia externa. Quickpay with zelle payment to chula alexandra jpm305377005	-130.00	21,028.40
12/17	12/16 pago preautorizado. Payment to chase card ending IN 9521	-400.00	20,628.40
12/17	Retiro quickpay por internet. Quickpay with zelle payment to sebastian vila 8979398821	-30.00	20,598.40
12/19	Transferencia externa para depósito quickpay por internet. Quickpay with zelle payment from burnett, marshelia bac686CA5d83	1,100.00	21,698.40
12/20	Retiro quickpay por internet. Quickpay with zelle payment to lourdes pintado 8990867343	-50.00	21,648.40
12/20	Retiro quickpay por internet. Quickpay with zelle payment to lourdes pintado 8990926164	-450.00	21,198.40
12/23	Retiro quickpay por internet. Quickpay with zelle payment to sebastian vila 8996002884	-30.00	21,168.40
12/27	Retiro quickpay por internet. Quickpay with zelle payment to sebastian vila 9013429713	-30.00	21,138.40
12/30	Depósito quickpay por internet. Quickpay with zelle payment from the realty depot LLC 9022766545	220.00	21,358.40
12/30	Retiro quickpay por internet para transferencia externa. Quickpay with zelle payment to chula alexandra jpm310067163	-1,100.00	20,258.40



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218-2051

November 09, 2019 through December 09, 2019

Primary Account [REDACTED]

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679

00089883 DRE 802 089 34419 NNNNNNNNNNN 1 000000000 06 0099

HOLD - RETURN MAIL
MARCELO GUALPA
OR ROMAN A GUALPA
603 W 138TH ST B1
NEW YORK NY 10031-7607



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Total Checking	000000525930621	\$6,126.94	\$50,398.90
Chase Savings	000003795569699	725.02	725.03
Total		\$6,851.96	\$51,123.93
TOTAL ASSETS		\$6,851.96	\$51,123.93

CHASE TOTAL CHECKING

MARCELO GUALPA
OR ROMAN A GUALPA

Account Number: 000000525930621

CHECKING SUMMARY

	AMOUNT
Beginning Balance	\$6,126.94
Deposits and Additions	46,400.00
ATM & Debit Card Withdrawals	-128.04
Other Withdrawals	-2,000.00
Ending Balance	\$50,398.90

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$6,126.94
11/12	ATM Check Deposit 11/09 3715 82ND St Jackson Heigh NY Card 9140	10,000.00	16,126.94
11/13	ATM Check Deposit 11/13 530 5th Ave New York NY Card 9140	20,000.00	36,126.94
11/18	Deposit 1907841494	3,650.00	39,776.94
11/21	ATM Check Deposit 11/21 530 5th Ave New York NY Card 9140	125.00	39,901.94
11/27	Deposit 1907891362	10,000.00	49,901.94

Property Proposal Summary

Location: 234 and 236 First Street (north side between City Terrace & North Street)

Tax Map Numbers: 22-5-21 (234) & 22-5-22 (236)

Property Class: 210 – 1-Family Residence (each parcel)

Zoning: RM— Residential Medium Density

Description: 2-story frame buildings Year built: 1890+/-; 234 First: 1200sf; lot size—22 x 100; 236 First: 984sf; lot size—28 x 100.

Condition: Poor

Assessed Value: \$ 10,400 (234); \$10,600 (236)

Estimated Annual Taxes: \$ 1,008 +/-

Selling Price: \$ 21,000 @ 100% of the combined assessed values

The city acquired this property: October 2012 (234 First); October 2013 (236 First)

Offer Information:

Name: Sonia Siguencia

Offer Price: **\$ 21,000 (for both properties)**

Construction Estimate: \$193,710 +/-

Proof of Financing: Bank of America and Chase accounts

Comments: These two single family, semi-attached homes on First Street have been owned by the City for several years. They have been abandoned for many years; both are in poor condition and remain an eyesore for the neighborhood.

Ms. Siguencia and her husband Roman Gualpa plan to reside in one of the buildings and rent out the other building. The Gualpas have other relatives who are in the process of relocating to the City of Newburgh. One brother just completed a renovation on South William Street; others are in the midst of a renovation.

Ms. Siguencia and her husband have had the building inspected by a local design professional (letter included) and have provided a reasonable renovation budget. Some of the work will be done by some of the Gualpa family relatives.





Interior Photos



RESOLUTION NO.: 41 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2019**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 24th day of February, 2020 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019 shall commence on February 25, 2020 and close on March 11, 2020.

RESOLUTION NO.: 42 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION (“GIVE”) PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN THE AMOUNT OF \$425,000.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2020 TO JUNE 30, 2021**

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in an amount not to exceed \$425,000.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination (“GIVE”) Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2020 and ending June 30, 2021; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

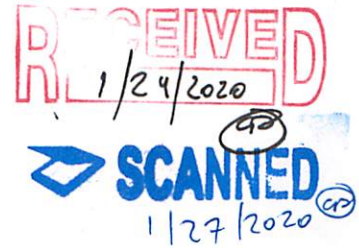
WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in an amount not to exceed \$425,000.00 with no City match required for New York State Fiscal Year beginning July 1, 2020 and ending June 30, 2021, to be used to carry out the program; 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.



City of Newburgh

GRANT APPLICATION FORM



Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2020-2021 Gun Involved Violence Elimination (GIVE) Initiative	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Doug Solomon Chief of Police
NAME OF GRANT/NAME OF AWARING AGENCY: NYS Division of Criminal Justice	GRANT SUBMITTAL DATE: March 5, 2020	AMOUNT OF AWARD: \$425,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project: The GIVE Grant Program provides funding to the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position and partially fund an investigator position

Project Timeline: (ex. Dates) Funding will cover the period of July 1, 2020 until June 30, 2021.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: Some of the Crime Analyst's benefits may not be covered by the Grant.

SCANNED



City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO
COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO:
COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO
CITY COMPTROLLER SIGNATURE: [Signature]
DATE: _____
NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO
CITY MANAGER SIGNATURE: [Signature]
DATE: 1/27/20
SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO
CORPORATION COUNSEL SIGNATURE: [Signature]
DATE: 1/24/2020



City of Newburgh

GRANT APPLICATION FORM

Res can be submitted for 2/6/20 W.S.

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

+ 2/10/20 voting meeting

Attachment #2 - 2020-21 GIVE INITIATIVE Budget Worksheet
Proposed Budget Worksheet

Instructions

County:

Orange County

1 Please type the name of your County.

[illegible]

2. Please list each individual position and salary that the eligible Police Department is requesting funding for. The position should be listed in Column C and the salary should be entered in Column D labeled "Requested Budget". DO NOT include Fringe Benefits or Overtime in this category. Please do not list positions with the same titles together as a single item (ie "2 Field Intelligence Officers"). List each individual position separately. Please note that requests for newly funded positions must also include a job description as a separate attachment.

3 Please list the fringe benefits for each position that the eligible Police Department is requesting funding for. The positions will automatically appear in Column C after they are entered above. The fringe amount should be entered in Column D labeled "Requested Budget".

4 Please list all funding that the eligible Police Department is requesting to support the Hot-Spot policing element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

5 Please list all funding that the eligible Police Department is requesting to support the Focused Deterrence element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

6 Please list all funding that the eligible Police Department is requesting to support the CPTED element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

7 Please list all funding that the eligible Police Department is requesting to support the Street Outreach element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

8 Please list all requests for Travel & Training for the eligible Police Department. Funding to support travel costs to attend meetings, trainings, and conferences sponsored by DCJS are acceptable requests. GIVE funded personnel are required to make every effort to attend appropriate DCJS sponsored events.

9 Please list each individual position and salary that the eligible District Attorney's Office



**Division of Criminal
Justice Services**

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

January 16, 2020

The Honorable David Hoovler
Orange County District Attorney's Office
255-275 Main Street
Goshen, NY 10924

Chief Doug Solomon
Newburgh City Police Department
55 Broadway
Newburgh, NY 12550

Re: Gun Involved Violence Elimination (GIVE) SFY 2020-21

Dear District Attorney Hoovler and Chief Solomon,

The Gun Involved Violence Elimination (GIVE) initiative continues to be a critical component of New York's shooting and homicide reduction strategy, and the NYS Division of Criminal Justice Services (DCJS) continuously strives to strengthen our programs and partnerships with GIVE jurisdictions. Subject to available appropriation in the enacted state budget for Fiscal Year 2020-21, approximately \$13.3 million dollars is expected to be made available to support the statewide 20-21 GIVE initiative.

I am pleased to advise you that Orange County is eligible to receive an award of up to \$848,512 for the contract period July 1, 2020 to June 30, 2021. DCJS utilizes a deliberate process to make GIVE funding allocations, with a focus on awarding funds to support the successful implementation of evidence-based crime reduction strategies. Final awards will be made following the submission and subsequent DCJS approval of your jurisdictions' GIVE Comprehensive Plan, with award amount determinations based on uniform crime data, your jurisdiction's prior adherence to prescribed GIVE strategies, and historical compliance with GIVE contract requirements. DCJS reserves the right to make partial awards depending on the quality of the Comprehensive Plan submitted and the factors named above.

A draft GIVE Comprehensive Plan proposal must be submitted to DCJS no later than noon on **March 5, 2020** via email at GIVE@dcjs.ny.gov. The draft will be reviewed and if necessary, returned to grantees for any recommended revisions and edits. Complete final GIVE Comprehensive Plan proposals must be submitted to DCJS no later than noon on **April 10, 2020**. Please see the attached SFY 2020-21 *GIVE Guidance and Funding* document for further information and instructions.

DCJS staff will provide technical support to jurisdictions as they develop their GIVE Comprehensive Plans consistent with the state's evidence-based GIVE strategies. This should be a collaborative process; and I encourage all jurisdictions to solicit and take advantage of guidance from agency staff when developing their draft GIVE Comprehensive Plan proposals.

Grantees may contact the DCJS Office of Public Safety (OPS) via email at GIVE@dcjs.ny.gov for information and assistance in preparing their GIVE Comprehensive Plan proposals.

Once your county's GIVE Comprehensive Plan proposal is approved by DCJS, local participating agencies will receive final grant award notifications, and the associated contracts will be developed and executed effective July 1, 2020. Please contact the DCJS' Office of Public Safety (OPS) at GIVE@dcjs.ny.gov for information and assistance in preparing the GIVE Comprehensive Plan proposal. If you have any contract-related questions, please contact David Martin in the DCJS Office of Program Development and Funding (OPDF) at (518) 485-9607, or by e-mail at David.Martin@dcjs.ny.gov.

Thank you. We look forward to continuing our strong partnerships to maintain New York's standing as the safest large state in the nation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Green", written in a cursive style.

Michael C. Green
Executive Deputy Commissioner

Attachments (3)

cc: Dave Martin, DCJS
Raymond Neves, DCJS
Carl DuBois, Orange County Sheriff's Office
Derek Miller, Orange County Probation
Chief John Ewanciw, Middletown Police Department

RESOLUTION NO.: ____43____-2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) LIEUTENANT POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the Fire Department has advised the City Manager that the department is in need of an additional individual to perform the duties of “Lieutenant;” and

WHEREAS, the creation of the additional Fire Department Lieutenant position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one temporary Lieutenant position in the Fire Department will promote economy and efficiency within the Department; the same being 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 Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the job title “Lieutenant” in the Fire Department.



CITY OF NEWBURGH

FIRE DEPARTMENT

22 Grand Street
Newburgh, New York 12550
Phone: 845.562.1212 Fax: 845.569.7435

MEMORANDUM TO: JOSEPH DONAT
CITY MANAGER

FROM: WILLIAM HORTON
FIRE CHIEF

SUBJECT: REQUEST FOR TEMPORARY FIRE LIEUTENANT

DATE: JANUARY 28, 2020

Following the adoption of the 2020 City Budget which included a 20% reduction in force, the Fire Department is currently at 53 authorized positions. With that there are 12 authorized Company Officer positions; 3 are Captains who are assigned to and oversee each of the 3 in-service companies 9 are Lieutenants, with three assigned to one workgroup for each of the three in-service companies and 2 assigned to the remaining 3 workgroups who also are assigned a Captain. 1 workgroup does not have an assigned Captain.

The 3 in-service companies coupled with the 4 workgroup shift schedule require a minimum of 24 Firefighters to cover the apparatus 24 hours a day, 7 days week. Following the 20% reduction in staffing which included a reduction in the Firefighter ranks, the six Firefighters who are on long term accident leave (207A), and one Firefighter on a yearlong military deployment, the Department is currently operating at a 27:6 staffing ratio for Firefighters. My intent is to reassign one of the 27 Firefighters back to Fire Prevention leaving 26 Firefighters assigned to 4 workgroup shift schedule, or a 26:6 ratio. This results in two of the workgroups having seven firefighters covering the six positions and two of the workgroups have six Firefighters covering the six positions. For the two workgroups that have seven Firefighters assigned, this allows for one Firefighter to be off on leave without incurring overtime. The other two workgroups will incur overtime whenever one of their six Firefighters is off on leave.

The three in-service companies coupled with the 4 workgroup shift schedule require a minimum of 12 Company Officers to cover the apparatus 24 hours a day, 7 days week. Following the 20% reduction in staffing which included a reduction in the Company Officer ranks, the Department is currently operating at a 12:3 staffing ratio for Company Officers meaning any time off taken by a Lieutenant or Captain requires overtime to cover the open tour of duty.

Additionally, one of the nine authorized Lieutenant positions includes Lt. Scott Mocko who is on long term accident leave (207A) since the Verla International Fire in November Of 2017. That leaves the Department with a staffing level of 11:4 for Company Officers equating to 42 hours per week of scheduled overtime. Although not exact, based on a 42 hour work week for 52 weeks a year the

overtime salary required to fill that position is an excess of \$122,000, not including required employer contributions which could add another \$3,000. I am submitting for consideration an amendment to the 2020 Budget for a personnel change that promotes one Firefighter to Lieutenant filling the current unstaffed position assigned to Lt. Mocko. The base salary for a 6th year Firefighter is \$67,874 and the base salary for a Lieutenant is \$78,055 yielding a salary difference of \$10,181. The retirement contribution and any additional payroll taxes will have to be calculated, but for the moment and ease of calculation, assume a difference of \$12,000. The proposed new Lt. would take time off and that will incur approximately \$24,000 in overtime costs. The other delta in this proposed personnel change is forecasting the increased overtime incurred at the Firefighter rank for the work group that goes from seven assigned Firefighters to six assigned Firefighters. The actual hours of overtime prevented as a result of having the seventh Firefighter assigned to the workgroup is difficult to predict as time off for all the leaves except for vacation is not scheduled in advance. Again although not exact, we could estimate that the average Firefighter is off approximately 400 hours per year. If the seventh firefighter could cover roughly 75% of that time off, (keeping in mind the seventh Firefighter can only cover one Firefighter who is off on leave), those hours covered equal 275 hours of Firefighter overtime prevented. At the 6th year rate, that savings is approximately \$15,000 and estimating up for required employer contributions is \$18,000.

Therefore, I am recommending a change in the 2020 Budget that would promote one Firefighter to Lieutenant resulting in a net savings of \$71,000 of overtime per year ($125,000 - \$24,000 - \$12,000 - \$18,000$).

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'W. Horton', written over a horizontal line.

WILLIAM HORTON
FIRE CHIEF

RESOLUTION NO.: 44-2020

OF

FEBRUARY 10, 2020

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS.

EF5871-2017, EF7948-2018 & EF5863-2019

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 & 2019-2020 tax assessment years bearing Orange County Index Nos. EF5871-2017, EF7948-2018 & EF5863-2019, respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, and Kelly Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Woods Hill Newburgh LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 14-3-26.3 be set at an assessed value of \$1,255,000.00 prior to the application of the RPTL §485-b exemption.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 14-3-26.3 be set at an assessed value of \$1,260,000.00 prior to the application of the RPTL §485-b exemption.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 14-3-26.3 be set at an assessed value of \$1,260,000.00 prior to the application of the RPTL §485-b exemption.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws; and

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Kelly Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP and be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
WOODS HILL NEWBURGH, LLC,
Petitioner,
-against-

CONSENT JUDGMENT

Index Nos.EF005871-2017
EF007948-2018
EF005863-2019

BOARD OF ASSESSORS FOR THE CITY OF
NEWBURGH and CITY OF NEWBURGH,
Respondents.

-----X
PRESENT: HON. CATHERINE M. BARTLETT, A.J.S.C

UPON THE CONSENT, of all parties attached hereto duly executed by the attorneys for all parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2017-18 as follows:

Tax Map No. 14-3-26.3

be reduced in assessment from \$2,100,000 to a total assessment of \$1,255,000 for a total reduction in assessment of \$845,000, prior to the application of the RPTL §485-b exemption, which shall be reduced in the same proportionate percentage as the reduction in assessed value, and it is further;

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 14-3-26.3

be reduced in assessment from \$1,980,000 to a total assessment of \$1,260,000 for a total reduction in assessment of \$720,000, prior to the application of the RPTL §485-b exemption, which shall be reduced in the same proportionate percentage as the reduction in assessed value, and it is further;

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2019-20 as follows:

Tax Map No. 14-3-26.3

be reduced in assessment from \$1,800,000 to a total assessment of \$1,260,000 for a total reduction in assessment of \$540,000, prior to the application of the RPTL §485-b exemption, which shall be reduced in the same proportionate percentage as the reduction in assessed value

and continued on the subsequent City Assessment Rolls as provided in RPTL §485-b, and it is further;

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2017-18, 2018-19 and 2019-20 School and Library taxes and for the 2018, 2019 and 2020 County and City taxes be adjusted accordingly and that Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, and it is further;

ORDERED, that the officer or officers having custody of the aforesaid assessment rolls of the City of Newburgh shall make or cause to be made upon the property books and records and upon the assessment rolls of said City the entries, changes and corrections necessary to conform said assessment to such reduced valuation, and it is further;

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been in said assessment had been made as determined herein; and it is further;

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been in said assessment had been made as determined herein; and it is further;

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein, and it is further;

ORDERED, that the terms of RPTL §727, subject to the exceptions thereto, shall apply to this settlement in all respects, and it is further;

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute. Said refund checks due to petitioner as a result of this Consent Judgment shall be made payable to "Jacobowitz & Gubits, LLP" and shall be mailed to 158 Orange Avenue, P.O. Box 367, Walden, New York 12586. Accompanying such

refund checks shall be a statement setting forth the manner in which the refund has been calculated, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ____ day of _____, 2020 at Goshen, New York.

Enter:

HON. CATHERINE M. BARTLETT, A.J.S.C

ON CONSENT:

Dated: _____, 2020

Attorney for Petitioner:
Jacobowitz & Gubits, LLP

By: _____
Kara J. Cavallo , Esq.

Attorney for Respondent:
Catania, Mahon, Milligram & Rider, PPLLC

By: _____
Eric D. Ossentjuk, Esq.

Attorney for Intervenor-Respondent:
Shaw, Perelson, May & Lambert, LLP

By: _____
Marc Sharff, Esq.

Attorney for Respondent 2019
Burke, Miele, Golden & Naughton, LLP

By: _____
Kelly Naughton, Esq.

Hon. Joseph P. Donat
City Manager

Hon. Joanne Majewski, IAO
Assessor

RESOLUTION NO.: _____45_____ - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
REGULATORY AGREEMENT IN CONNECTION WITH THE PREMISES
LOCATED AT 257 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 1.1)**

WHEREAS, the City of Newburgh commenced legal action against RUPCO, Inc., current owners of record of the premises known as 257 Liberty Street (Section 18, Block 8, Lot 1.1), to enforce its reverter and re-entry rights to the premises that existed in a prior deed made by the City to 257 Liberty, LLC; and

WHEREAS, the City of Newburgh and RUPCO, Inc. have reached a regulatory agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached regulatory agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against RUPCO, Inc., and the City Manager is hereby authorized to execute the written regulatory agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the regulatory agreement as herein described.

REGULATORY AGREEMENT

This **REGULATORY AGREEMENT** (hereinafter the “Agreement”) is made as of the ____ day of February, 2020, by and between **RUPCO, INC.**, a New York non-profit corporation having its principal office at 289 Fair Street, Kingston, New York 12401 (“RUPCO”) and **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (“City”). RUPCO and the City are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, RUPCO is the current owner of the premises known as 257 Liberty Street, Newburgh, New York 12550 (Section 18, Block 8, Lot 1.1) and more fully described in **Schedule A** annexed hereto (hereinafter referred to as the “Premises”). RUPCO acquired the Premises pursuant to a certain bargain and sale deed from 257 Liberty LLC (the “Prior Owner”) dated September 19, 2019, and recorded in the Orange County Clerk’s Office (the “Clerk’s Office”) on October 28, 2019 in Book 14645, Page 1979 (the “Current Deed”);

WHEREAS, Prior Owner acquired the Property by deed from the City dated March 23, 2017, and the same was recorded in the Clerk's Office in Book 14204, Page 1677 (the “Prior Deed”);

WHEREAS, the Prior Deed contained several covenants and restrictions made by Prior Owner regarding the rehabilitation of the building located on the Premises (the “Building”) required by the City (the “Rehabilitation Work”);

WHEREAS, the Prior Owner failed to complete the Rehabilitation Work and the City filed an action against RUPCO in the Orange County Supreme Court, Index No.: EF009409-2019 (the “Lawsuit”), to enforce its reversionary right under the Prior Deed;

WHEREAS, RUPCO is developing the Building as part of a multi-property redevelopment project known as “Newburgh Progress” (the “Project”); and

WHEREAS, for and in consideration of terminating its reversionary rights contained in the Prior Deed and discontinuing the Lawsuit, the City and RUPCO agree that it is in the best interests of the City and RUPCO to enter into this Agreement to be filed against the Premises in the Clerk’s Office.

NOW, THEREFORE, in consideration for the release of rights it is agreed by the parties as follows:

1. The City hereby terminates any all covenants, restrictions and reversionary rights contained in the Prior Deed and shall execute an Instrument in recordable form to RUPCO that terminates said rights

2. On or before March 1, 2023 RUPCO, or its successors or assigns, will (i) substantially complete the Rehabilitation Work on the Building in compliance with the building plans for the Premises as part of the Project and (ii) apply for a certificate of occupancy or other equivalent approval commonly issued by the City for rehabilitated buildings (the “C of O”).
3. If RUPCO fails to obtain a C of O as required by this Agreement, the Parties agree that monetary damages are an inadequate remedy at law. Thus, the City may bring an action against RUPCO for specific performance to complete the Rehabilitation Work and apply for a Certificate of Occupancy.
4. Should the City commence an action for specific performance, RUPCO consents to jurisdiction of a court of competent jurisdiction and waives any defenses of laches or undue hardship.
5. Should a court of competent jurisdiction rule that specific performance is not available to the City as a remedy, RUPCO agrees to provide a payment and performance bond for the completion of the Rehabilitation Work.
6. Simultaneously with the issuance of a C of O, the City shall also issue RUPCO a certificate of completion in a form suitable for recording in the Clerk’s Office (the “COC”) and upon recording the COC this Agreement shall be terminated and of no further force or effect.
7. These covenants and restrictions shall run with the land and shall be binding upon the parties, their successors and assigns, and upon all other persons or entities claiming under it.
8. This Agreement may not be amended, modified or rescinded unless such amendment, modification or rescission is in writing, and signed by the City.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
10. This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[Remainder of this page intentionally left blank – Signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this Regulatory Agreement as of the day and year first above written.

RUPCO, INC.

By: _____
Name: Kevin O'Connor
Title: Chief Executive Officer

CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: City Manager

[Remainder of this page intentionally left blank – Acknowledgement page to follow]

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

On the ____ day of February in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **Kevin O'Connor**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of February in the year 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **Joseph P. 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Section: 18
Block: 8
Lot: 1.1
County: Orange
Address: 257 Liberty Street, Newburgh, New York

[Remainder of this page intentionally left blank – Schedule A to follow]

Schedule A

All that certain plot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Newburgh, County of Orange and State of New York and being bounded and described as follows:

BEGINNING at a point on the westerly line of South Miller Street at the southeast corner of the herein described parcel of land, said point being 509.02 feet south of the south line of First Street, and being on the division line with lands conveyed to the House of God Hebrew Pentecostal Church, Inc. as recorded in Deed Liber 13002 at page 209, and running thence along said lands North 84°33'25" West 115.04 feet to a point, thence North 03°59'17" East 25.01 feet to a point in range with the center of the partition wall between the house on the lot hereby described and the house adjoining on the north, thence easterly on a direct line passing through the center of said partition wall, South 84°33'25" East 115.04 feet to a point on the westerly line of aforementioned South Miller Street, thence along said westerly line South 03°59'17" West 25.01 feet to the point or place of beginning.

**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 257 Liberty Street, Section 18, Block 8, Lot 1.1 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 March 23, 2017, from THE CITY OF NEWBURGH to 257 LIBERTY, LLC, recorded in the Orange County Clerk's Office on March 23, 2017, in Liber 14204 of Deeds at Page 1677 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: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, 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.

Notary Public

RESOLUTION NO.: 46 - 2020

OF

FEBRUARY 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING AN INCREASE IN THE SALES TAX
IN ORANGE COUNTY TO FOUR PERCENT**

WHEREAS, the City Council of the City of Newburgh continuously efforts to explore ways to provide reasonable and affordable services to all residents in the City of Newburgh; and

WHEREAS, the City Council is aware that Orange County is seeking an increase in the sales tax to four percent (4.0%); and

WHEREAS, the City Council finds that an increase in the sales tax to four percent (4.0%), is an amount already charged in most of the counties in the State, and said increase will have a significant impact on meeting local budget requirements; and

WHEREAS, the City Council believes that supporting Orange County's request for an increase in the sales tax to four percent (4%) is in the best interests of the City of Newburgh;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support for Orange County's request to increase the sales tax to four percent (4%).