



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 9, 2020
6:00 PM

Council Meeting Presentations

1. Swearing in of Fire Chief William Horton
Juramentación del Jefe de Bomberos William Horton

Engineering/Ingeniería

2. License and Access Agreement with Riverkeeper, Inc. for Dam Removal Activities on the Quassaick Creek

Resolution authorizing the City Manager to execute a License and Access Agreement with Riverkeeper, Inc. and its contracted agents to allow access to City-owned property in connection with the Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una Licencia y Acuerdo de Acceso con RiverKeeper, Inc. y sus agentes contratados para permitir acceso a propiedades de la Ciudad en conexión con el Proyecto del Arroyo Quassaick "Restaurando Herring" y Pasaje Eel: Extracción de la Presa Strook Felt". (Jason Morris)

3. Strooks Felt Dam Removal SEQRA Declaring Intent to Serve as Lead Agency

Resolution of the City Council of the City of Newburgh declaring its intent to be Lead Agency under State Environmental Quality Review Act (SEQRA) for the Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project, declaring the Project to be an Unlisted Action, considering an Environmental Assessment Form (EAF) and referring same to involved and interested agencies. (Jason Morris)

Una resolución del Ayuntamiento de la Ciudad de Newburgh declarando su intención para ser La Agencia Líder bajo la Ley Estatal de Revisión de la Calidad Ambiental (SEQRA) para el Proyecto "Restaurando Herring" y "Pasaje Eel: Extracción de la Presa Strook Felt en el Arroyo Quassaick, declarando el Proyecto para ser una Acción No Listada, considerando un formulario de Evaluación Ambiental (EAF) y refiriéndose al mismo a las agencias involucradas e interesadas. (Jason Morris)

4. Change Order No. 1G with Doyle Contracting, Inc.

Resolution authorizing Change Order No. 1G with Doyle Contracting, Inc. a net contract reduction in the amount of \$8,800.00 for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project. (Jason Morris)

Una resolución autorizando la Orden de Cambio No. 1G con Doyle Contracting, Inc. Una reducción neta del contrato en la cantidad de \$8,800.00 para la construcción del Proyecto de Rehabilitación de la Casa de Guardas del Lago Washington. (Jason Morris)

5. Proposal with Gorick Construction to Haul and Dispose of Contaminated Soil from 82 Clinton Street

A resolution authorizing the execution of a contract with Gorick Construction Co., Inc. for soil hauling and disposal in the emergency demolition of a brick garage located at 82 Clinton Street in the amount of \$18,641.00 and authorizing payment in the amount of \$5,689.00 for soil backfill in excess of per unit amount of 75 cubic yards. (Jason Morris)

Una resolución que autoriza la ejecución de un contrato con Gorick Construction Co., Inc. para el acarreo y disposición de tierra en la demolición de emergencia de un garaje de ladrillo ubicado en la 82 de la Calle Clinton por la cantidad de \$18,641.00 y autorizando el pago por la cantidad de \$5,689.00 para el relleno de tierra por encima de la cantidad por unidad de 75 yardas cubicas. (Jason Morris)

6. Amendment#4 with Barton & Loguidice

Resolution authorizing the City Manager to execute Amendment No. 4 to a contract with Barton & Loguidice, D.P.C. for professional engineering services in the amount of \$55,000.00 for additional construction phase administration services in the Liberty Street and Grand Street Sanitary Sewer Improvements Project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a ejecutar la Enmienda No. 4 a un contrato con Barton & Loguidice, D.P.C. para servicios de ingeniería profesional en el monto de \$55,000.00 para servicios adicionales de administración de fases de construcción en los Proyectos de Mejoras de la Calle Liberty y el Alcantarillado Sanitario de la Calle Grand. (Jason Morris)

7. Proposal with ARCADIS for Professional Engineering Services

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for review of the Town of Newburgh Meadow Hill Parallel Sewer Relief Project in an amount not to exceed \$10,000.00. (Jason Morris)

Una resolución autorizando al Gerente Municipal a aceptar una propuesta y entrar en un acuerdo para servicios de ingeniería profesional con Arcadis

de New York, Inc. para el proyecto de Alivio del Alcantarillado Paralelo de Meadow Hill del Pueblo de Newburgh por un monto que no exceda \$10,000.00. (Jason Morris)

Finance/Finanza

8. 2020 Refunding Bond Resolution

Refunding Bond Resolution of the City of Newburgh in the County of Orange, New York, authorizing the refunding of all or a portion of certain outstanding serial bonds of said City, stating the plan of refunding, appropriated an amount not to exceed \$19,500,000 therefor, authorizing the issuance of \$19,500,000 Refunding Bonds of said City or so much thereof as may be necessary to finance said appropriation, and making certain determinations all relative thereto. (Todd Venning)

Una Resolución de Reembolso de Bonos de la Ciudad de Newburgh en el Condado de Orange, Nueva York, autorizando el reembolso total o de una porción de ciertos bonos seriales pendientes de dicha Ciudad, indicando el plan de reembolso, consigno un monto que no exceda \$19,500,000 por ello, autorizar la emisión de bonos de reembolso de \$19,500,000 de dicha Ciudad o tanto que sea necesario para financiar dicha consignación, y hacer ciertas determinaciones relativas a la misma. (Todd Venning)

9. Amend 2020 Budget for PD Personnel

Resolution amending the 2020 Personnel Services Book for the City of Newburgh, New York to reflect a total of twelve sergeant positions in the City of Newburgh Police Department. (Todd Venning)

Una resolución enmendando el Libro de Servicios de Personal de la Ciudad de Newburgh, Nueva York para reflejar un total de doce posiciones de Sargento en el Departamento de Policía de la Ciudad de Newburgh. (Todd Venning)

10. Amending 2020 Homestead Rate (Decrease)

Resolution amending Resolution No. 288-2019 adopting an amended budget for the fiscal year 2020. (Todd Venning)

Una Resolución enmendando la Resolución No. 288-2019 adoptando un presupuesto enmendado para el año fiscal 2020. (Todd Venning)

11. Re-open the 20 year retirement plan for S. Kenan

Resolution reopening Section 384-d of the Retirement and Social Security Law for Samuel B. Kenan as set forth in Chapter 636 of the Laws of 2019. (Michelle Kelson)

Una resolución el cual reabre Sección 384-d del Retiro y Ley de Seguro Social para Samuel B. Kenan como se expone en el Capítulo 636 de las

Planning and Economic Development/Planificación y Desarrollo Económico

12. NS North Plank Road - Purchase Agreement

Resolution to authorize the conveyance of vacant real property known as NS North Plank Road (Section 3, Block 6, Lot 2) at private sale to Joanne Majewski and Alan Axelrod for the amount of \$100.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces vacantes conocidas como la NS Calle North Plank (Sección 3, Bloque 6, Lote 2) en una venta privada a Joanne Majewski y Alan Axelrod por el monto de \$100.00. (Ali Church)

13. 2 Liberty Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to John Bonhomme to the premises known as 2 Liberty Street (Section 46, Block 1, Lot 18). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a John Bonhomme a las instalaciones conocidas como la 2 de la Calle Liberty (Sección 46, Bloque 1, Lote 18) (Michelle Kelson)

14. 235 Carpenter Avenue - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Ajaayswindell Inc. to the premises known as 235 Carpenter Avenue (Section 7, Block 8, Lot 13). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título de propiedad emitido a Ajaayswindell Inc. para las instalaciones conocidas como la 235 de la Avenida Carpenter (Sección 7, Bloque 8, Lote 13) (Michelle Kelson)

15. 141 Johnston Street - Releases of Restrictive Covenants

Resolution authorizing the execution of two (2) releases of restrictive covenants and right of re-entry from deeds related to the premises known as 141 Johnston Street (Section 18, Block 2, Lot 14). (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de dos (2) cláusulas restrictivas y derecho de reingreso de títulos de propiedad relacionado con las instalaciones conocidas como la 141 de la Calle Johnston (Sección 18, Bloque 2, Lote 14) (Michelle Kelson)

16. DCJS 2020-2021 Livescan Equipment Program

Resolution authorizing the City Manager to apply for and accept if awarded a SFY 2020-2021 New York State Division of Criminal Justice Services Livescan equipment grant in the amount of \$10,000.00 with a fifty percent City match. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención para equipos de escanerización directa de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de \$10,000.00 el cual requiere que la Ciudad iguale el cincuenta por ciento de los fondos. (Jefe Douglas Solomon)

17. CAC Application for TD Bank-Green Space Grants Program

Resolution authorizing the Conservation Advisory Council and the City Manager to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of \$20,000.00 to support the Newburgh Tree Inventory, new tree planting, City-wide tree maintenance and tree stewardship campaign. (Michelle Kelson)

Una resolución autorizando al Consejo Consultivo de Conservación y al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa Zona Verde de TD de la Fundación del Día del Árbol por el monto de \$20,000.00 para apoyar el Inventario de Arboles de Newburgh, nuevas plantaciones de árboles, mantenimiento de árboles en la Ciudad, y campaña de administración de arboles. (Michelle Kelson)

Discussion Items/Temas de Discusión

18. 2020 Council Rules & Order of Procedure

Orden de Procedimiento y Reglas del Concejo 2020

Executive Session/ Sesión Ejecutiva

19. Proposed, pending or current litigation

Litigación actual, pendiente o propuesta

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
LICENSE AND ACCESS AGREEMENT WITH RIVERKEEPER, INC. AND ITS
CONTRACTED AGENTS TO ALLOW ACCESS
TO CITY OWNED PROPERTY IN CONNECTION WITH
THE RESTORING HERRING AND EEL PASSAGE:
REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT**

WHEREAS, by Resolution Nos. 85-2019 and 86-2019 of April 9, 2019, the City Council of the City of Newburgh declared its support for the project to remove the Strooks Felt Dam partially located within the municipal boundary of the City of Newburgh and authorized and endorsed the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” (the “Project”); and

WHEREAS, Riverkeeper was awarded the grant and intends to proceed with the Project in cooperation with the City of Newburgh and other interested and involved agencies; and

WHEREAS, the Project requires access to and permission to work on City-owned real property known as tax parcel 47-2-10.2 on the official tax map of Orange County (“the City Property”); and

WHEREAS, the City agrees to provide access to Riverkeeper to the City Property for the purpose of the dam removal in connection with the Project, subject to the conditions provided within the attached agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the License and Access Agreement, the same form annexed hereto, with Riverkeeper, Inc. and its contracted agents to allow them access to City owned property in connection with the Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project.

License and Access Agreement

This License and Access Agreement (this "**Agreement**") is entered into as of _____, 2020 (the "**Execution Date**"), by and between The City of Newburgh (the "Licensor") and Riverkeeper, Inc. (the "Licensee"). Licensor and Licensee are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Licensor, a municipal corporation under the laws of the State of New York, is the owner of certain real property known as tax parcel 47-2-10.2 and legally described in Exhibit A hereto (the "**Property**").

B. Licensee, a not-for-profit, tax-exempt membership organization incorporated under the laws of the State of New York, maintains a dam removal program (the "**Program**", among other things, in order to restore aquatic life and accessible habitat on the Hudson River and throughout its watershed.

C. For the purpose of carrying out the Program, Licensee wishes to access the Property over a specified period of time for the purposes of completing a dam removal (the "**Removal**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, the Property solely for the purpose of completing the Removal in connection with the Program (the "**Right of Access**"). Licensee's Right of Access applies to Licensee's employees, agents, contractors, sub-contractors, and consultants as may be necessary to complete the Removal. The Right of Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.

2. Term. Until the earlier of January 1, 2021, or the termination of this Agreement, unless modified by the Parties as set forth in Section 11, this Agreement shall remain in effect and Licensee shall maintain all rights in accordance therewith.

3. Activities to be Performed on Property. In order to effect the Removal, Licensee's activities will include, but will not be limited to, (a) Dam Removal, (b) Stream & Site Restoration and (c) Site Monitoring after completing the Removal and reasonable follow up from time to time, of the Property (collectively, the "**Activities**").

4. Conditions of Access.

4.1 Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to the Licensor-owned

sewer, electrical, and communication utilities as well as retaining walls and other features located directly adjacent to the removal area. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or Property.

4.2 Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that requires all contractors and sub-contractors to carry out construction related activities during the hours permitted in City Code Section § 139-10 *Time of Operations*, unless otherwise authorized in advance by Licensor in writing.

4.3 Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the Licensor's infrastructure.

4.4 Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination caused by Licensee's activities on the Property. Licensor shall advise Licensee of any and all known or suspected pre-existing environmental contamination prior to development of the Removal plans. Licensee shall release the Licensor of any responsibility for any environmental contamination discovered on the Property that effects or is affected by the Removal operations. All costs associated with soil removal and/or cleanup activities shall be fully identified in the Removal plans, appropriately remediated during the Removal construction phase, and funded by the Removal budget. Furthermore, Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, control of dewatering discharges, and agrees in general to follow all best management practices while operating on the Property.

4.5 Dig Safely NY 811. Licensee agrees to require that all contractors and sub-contractors strictly adhere to the requirements of Dig Safely New York 811 for utility markouts on the Property. Licensee further represents that they will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Removal. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Removal are Dig Safely New York 811 Certified Excavators.

4.6 Construction Performance Bond. Licensee shall require the construction contractor to provide a performance bond in the amount of the construction project with the Licensor named on the bond. Licensee shall not allow any reductions to the performance bond without consent of the Licensor.

4.7 Approval of Plans. Licensee shall submit draft plans and specifications for approval by the Licensor prior to submission for agency approval or award of construction. Licensee shall consider all comments from Licensor and develop the revised plans for agency approval in consultation with the Licensor. Plans shall clearly

show the location of construction access roads, staging areas, existing utilities, existing and proposed topography, existing property boundaries, stockpiles areas, erosion & sediment control measures and shall include all applicable construction details necessary to conduct the Removal.

4.8 Restoration. Upon completion of the Removal, Licensee will restore the Property as near as practicable to its condition immediately prior to the commencement of such Removal. All soil disturbances and embankment slopes shall be permanently stabilized. Licensee agrees to require the construction contractor to include restoration costs for the Property in the required performance bond to be provided by the construction contractor awarded the Removal. Licensee shall not release final payment to the construction contractor without the written consent of the Licenser. Licenser will not unreasonably withhold written consent.

5. Insurance. Licensee shall not permit any contractor or sub-contractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been approved by the Licenser.

A. Workers' Compensation Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the Licenser which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than \$3,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licenser and shall also name the Licenser as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors, and consultants shall provide and maintain insurances as required by this Section and name the Licenser as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the Property.

7. Representations.

7.1 Licensors.

- (a) In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one (1) dollar as of the Execution Date.
- (b) Licensor represents that it has the power and authority to grant the License and Right of Access described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors, and consultants that may be contracted by the Licensor to perform any future maintenance or capital infrastructure work on the Property, so as to avoid or minimize interference with the Removal.
- (c) Licensor represents and ensures that Licensee will have access to cross over and stage equipment in designated equipment staging areas on the Property for the purposes set forth in this Agreement, if equipment and material staging areas are required. If such areas are required, they shall be clearly defined on the plans for the Removal and such locations shall be given prior written approval by the Licensor before the mobilization of any contractors or sub-contractors to the Property. In no case shall any equipment or material block access to any infrastructure (e.g., manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

7.2 Licensee. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has received permission from all other dam owners to complete the Removal contemplated in this Agreement. Licensee further represents that it will have fully executed access agreements over all other lands as necessary to gain access to the Property prior to the commencement of any dam removal activities on the Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.

9. Sale, Lease, or Other Conveyance of Property. Licensor agrees that if any portion of Licensor's right, title, or interest in any portion of the Property is sold, leased, or conveyed, that Licensee's Right of Access and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licensor agrees that Licensee's Right of Access shall be binding upon all subsequent owners. If, for any reason, Licensor fails to include Licensee's Right of Access in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.

10. Indemnity. Licensee agrees to indemnify and hold harmless the Licensors from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as “claims”) which may be incurred or awarded against the Licensors or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensors or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensors for its concurrence. Licensors agree to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensors or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.
12. Termination. Either Party may terminate this Agreement at any time with seven (7) days written notice to the other Party. If Licensors exercises its right to terminate, Licensors agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Removal in accordance with this Agreement.
13. General Provisions.
 - 13.1 Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
 - 13.2 Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.
 - 13.3 Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.
14. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

Joseph P. Donat – City Manager

Date

Riverkeeper

Date

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE RESTORING HERRING AND EEL
PASSAGE: REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT,
DECLARING THE PROJECT TO BE AN UNLISTED ACTION, CONSIDERING AN
ENVIRONMENTAL ASSESSMENT FORM (EAF) AND
REFERRING SAME TO INVOLVED AND INTERESTED AGENCIES**

WHEREAS, by Resolution Nos. 85-2019 and 86-2019 of April 9, 2019, the City Council of the City of Newburgh declared its support for the project to remove the Strooks Felt Dam partially located within the municipal boundary of the City of Newburgh and authorized and endorsed the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” (the “Project”); and

WHEREAS, Riverkeeper was awarded the grant and intends to proceed with the Project in cooperation with the City of Newburgh and other interested and involved agencies; and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status for the Project, classify the Project as an Unlisted Action, proposes a coordinated review and to accept an Environmental Assessment Form (“EAF”); and refer same to the involved and interested agencies;

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 its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. That this Council classifies the action as an Unlisted Action; and
3. That this Council proposes to a coordinated review and accept the Environmental Assessment Form (“EAF”) attached hereto; and
4. That this Council authorizes the City Manager to circulate said Environmental Assessment Form to other “Involved Agencies” and “Interested Agencies”.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

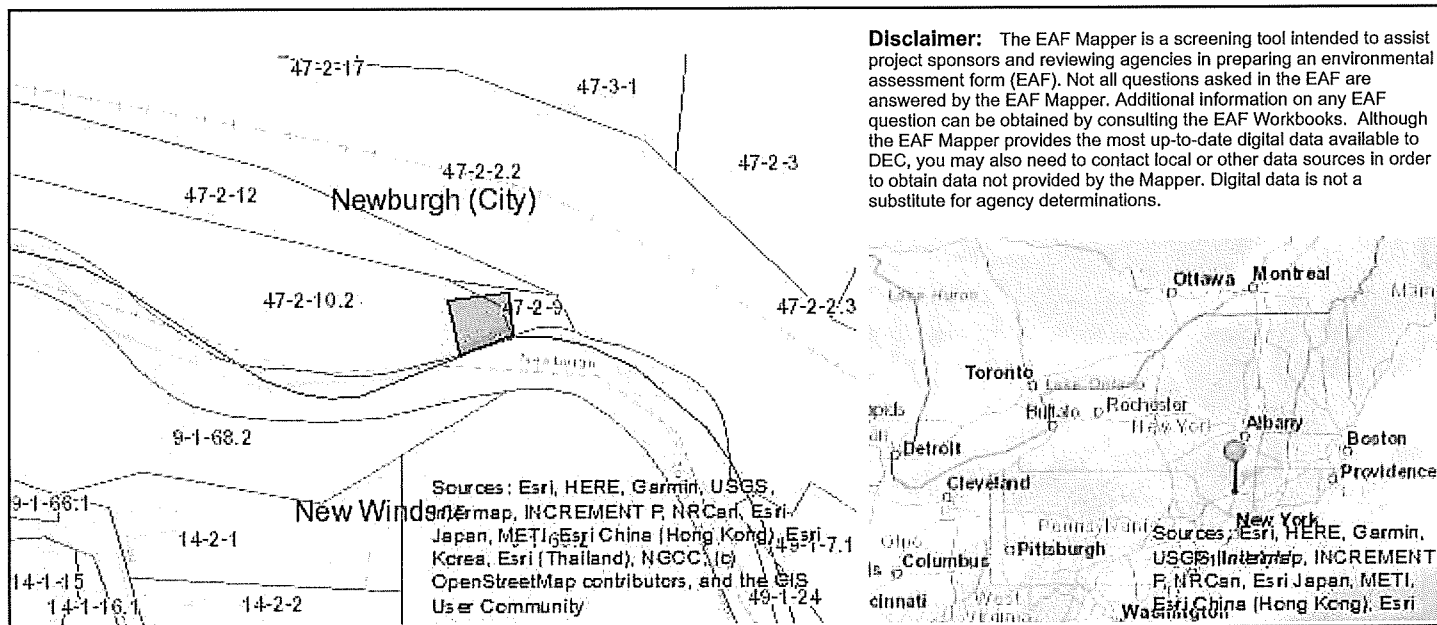
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: Strook's Felt Dam Removal			
Project Location (describe, and attach a location map): Access via gravel road at 1 Water St, which runs parallel to the railroad. The dam is down the slope from a fenced-in utility structure on the road.			
Brief Description of Proposed Action: The project proposes to (1) demolish and remove concrete spillway, river left abutment, and apron. River right abutment to remain. (2) Place in-situ river cobbles and boulders along the toe of the river bank and an existing retaining wall for supplemental stability.			
Name of Applicant or Sponsor: Riverkeeper, Inc.		Telephone: (914) 478-4501 E-Mail: gjackman@riverkeeper.org	
Address: 20 Secor Road			
City/PO: Ossining		State: NY	Zip Code: 10562
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: USACE Section 404 Water Quality, NYDOS FCAF		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action?		0.43 acres	
b. Total acreage to be physically disturbed?		0.25 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.7 total acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☒ Industrial ☐ Commercial ☐ Residential (suburban)			
☒ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ N/A _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ N/A _____	☒	☐	
12. a. 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?	NO	YES	
	☒	☐	
b. 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?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☒	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Quassaick Creek: - Proposed placement of in-situ river cobbles and gravels: 190 CY; over 320 SF; _____ - In-situ river cobbles and gravels to be excavated from bedload material impounded by dam: 1,250 SF _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☒ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <u>Site Code: 336036, Class. 04 - American Felt & Filter Company, Inc. The primary contaminant of concern is 1,1,1-trichloroethane (TCA) in soil and groundwater of the former storage area, and the site was added to the State Superfund Program. Remediation at the site is now complete soil cleanup objectives for commercial use have been achieved. This site is at the south end of the parcel, while the proposed project is at the north end.</u>	NO	YES
	☐	☒
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: _____ Signature: _____ Title: _____		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

This project is anticipated to have "no or small impact" on each element identified in Part 2 and is proposed for the significant ecological benefits. While there are no anticipated significant adverse impacts associated with this project, there is a need to address the often perceived impacts associated with dam removal: (i) flow and flooding; (ii) sediment and turbidity; and, (iii) disturbance to site and aquatic life.

(i) Strooks Felt Dam has no ability to impound water and has no ability to attenuate flood flows, or provide any flood control benefit. Thus, the removal of the dam will not cause a significant release of flow during construction. Furthermore, the removal of the dam will not cause an increase of water surface elevation during flooding; in fact, small floods may be lower in elevation at the site after dam removal.

(ii) Strooks Felt Dam impounds mainly gravel, cobble, and boulder -- sediment that comprises the natural bedload of Quassaick Creek. This bedload will gradually be mobilized from the impoundment and move downstream, mainly during bankfull flow or higher flow events. This bedload is not anticipated to adversely impact in-stream habitats but rather will add to existing gravel bars and riffles. As this process of transport and deposition is gradual and periodic, no adverse impacts to habitat, private property, or public infrastructure are anticipated. In addition, the Strooks Felt Dam does not impound fine sediment (silt, clay) and thus construction activities and passive mobilization of impounded bedload post-removal are not anticipated to generate significant turbidity. To further limit the creation of turbidity, in-stream construction activities are scheduled during dry weather and low flow periods of the year, and the dam will be notched to divert flow away from the majority of equipment activities.

(iii) To avoid disturbance to aquatic life during construction, activities are scheduled outside of periods of upstream/downstream fish migrations and resident fish spawning periods as per guidance from NYDEC. The site is accessible via an existing stable gravel road. The dam will be accessed via a stable bank comprised of rock/rubble; no mature trees will need to be cleared for access. The gravel/cobble/boulder riverbed provides stable access and precludes the need for importing rip-rap.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Newburgh

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1G
WITH DOYLE CONTRACTING, INC. A NET CONTRACT REDUCTION
IN THE AMOUNT OF \$8,800.00 FOR THE CONSTRUCTION OF
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT**

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, by Resolution No. 65-2019 of March 25, 2019, the City Council of the City of Newburgh awarded a bid for construction of the Washington Lake Intake Gatehouse Rehabilitation Project to Doyle Contracting, Inc. for a lump sum project cost of \$365,700.00 with an additional Add Alternate No. 1 in an amount of \$54,000.00 for a total Project cost of \$419,700.00; and

WHEREAS, contract modifications to delete the motorization of new Crane Trolley due to exterior conditions in the building, limited space and maintenance concerns for a \$10,000.00 contract price deduction, and to add mortar repairs and trim around new FRP door for a contract price increase of \$1,200.00 are necessary; and

WHEREAS, Doyle Contracting, Inc. has submitted Change Order No. 1G which includes a net contract decrease in the amount of \$8,800.00 with funding for the change order derived from HF1.8320.0200.8113.2016; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 1G with Doyle Contracting, Inc. for a net contract decrease in the amount of \$8,800.00 in the Washington Lake Intake Gatehouse Rehabilitation Project.

CHANGE ORDER

CHANGE ORDER NO: 1

CONTRACT NO: 1G

DATE: 12/7/19

SHEET 1 OF 1

PROJECT: Rehabilitation of the Washington Lake Intake Gatehouse

OWNER: City of Newburgh, NY

OWNER'S ADDRESS: 83 Broadway, Newburgh, NY 12550

CONTRACTOR: Doyle Contracting, Inc.

CONTRACTOR'S ADDRESS: 210 Gilbert Ave, Pearl River, NY 10965

DESCRIPTION OF CONTRACT MODIFICATIONS

- 1) Delete motorization of new Crane Trolley due to exterior conditions in building, limited space and maintenance concerns.
- 2) Add minor mortar repairs and trim around new FRP door

CONTRACT COST (INCREASE / DECREASE) DUE TO MOFICATIONS:

- 1) Delete Trolley Motorization is a deduct to Contract of \$10,000.00
 - 2) Add mortar and trim at FRP door is addition to Contract of \$1200.00
- Total Change in Contract Amount due to Change Order is Deduct \$8,800.00

CONTRACT CHANGE AUTHORIZATION:

OWNER:

Approved: _____
City of Newburgh

Date: _____

Print Name: _____

Title: _____

CONTRACTOR:

Approved: Edward B. Doyle
Doyle Contracting, Inc.

Date: 12/7/19

Print Name: EDWARD B. DOYLE

Title: PRESIDENT

RESOLUTION NO.: 65 - 2019

OF

MARCH 25, 2019

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH DOYLE CONTRACTING, INC. FOR THE CONSTRUCTION OF
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN A LUMP SUM PROJECT COST OF \$365,700.00
WITH AN ADDITIONAL ADD ALTERNATE NO. 1 IN AN AMOUNT OF \$54,000.00

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

WHEREAS, by Resolution No. 336-2017 of December 11, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Washington Lake Intake Gatehouse Rehabilitation Project; and

WHEREAS, bids have been duly received and opened and Doyle Contracting, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from HF1.8320.0200.8113.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Washington Lake Intake Gatehouse Rehabilitation Project be and it hereby is awarded to Doyle Contracting, Inc. for a lump sum project cost of \$365,700.00 with an additional Add Alternate No. 1 in an amount of \$54,000.00 for a total Project cost of \$419,700.00, and that the Interim City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

I, Lorene Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 3/25/19
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25 day of March 20 19

City Clerk

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH GORICK CONSTRUCTION CO., INC.
FOR SOIL HAULING AND DISPOSAL IN THE EMERGENCY DEMOLITION OF A
BRICK GARAGE LOCATED AT 82 CLINTON STREET IN THE AMOUNT OF \$18,641.00
AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$5,689.00
FOR SOIL BACKFILL IN EXCESS OF PER UNIT AMOUNT OF 75 CUBIC YARDS**

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

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

WHEREAS, by Resolution No. 304-2019 of December 9, 2019, the City Council authorized the City Manager to execute a contract with Gorick Construction Co., Inc. for the demolition of the garage and the removal of an underground storage tank located at 82 Clinton Street which included a unit cost for additional soil backfill in excess of 75 cubic yards; and

WHEREAS, following the demolition of the structure and removal of the underground storage tank, imported soil back fill exceeded the original per unit amount of 75 cubic yards and the contaminated soil must be removed from the site and properly disposed; and

WHEREAS, Gorick Construction Co., Inc. has provided an invoice for the excess soil back fill in the amount of \$5,689.00 and a contract for removing, hauling and properly disposing of the contaminated soil in the amount of \$18,641.00; and

WHEREAS, funding for such excess soil back fill and soil disposal work will be derived from A.1440.0200; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to approve payment of the soil back fill invoice and enter into a contract for such soil disposal services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to approve payment of the excess soil back fill invoice submitted by Gorick Construction Co., Inc. in the amount of \$5,689.00 and execute a contract with Gorick Construction Co., Inc. in the amount of \$18,641.00 for the removal and disposal of soil in connection with the demolition of the garage and removal of an underground storage tank located at 82 Clinton Street.



Proposal

GORICK CONSTRUCTION CO., INC.



27 Track Drive
Binghamton, NY 13904
Phone (607) 775-1765 Fax (607) 775-1608

NAME City of Newburgh	PHONE	DATE 12/13/19
ADDRESS	JOB NAME 82 Clinton St Demolition	
	JOB LOCATION 82 Clinton St. Newburgh	

Attn: **Jason Morris**

We hereby submit specifications and estimates for: Loading, Hauling and disposal of contaminated soil including disposal fees

Load and Haul contaminated to Green Ridge Landfill -----unit price \$55.00 per ton
(includes all NYS part 364 hauling permits and load preparation)

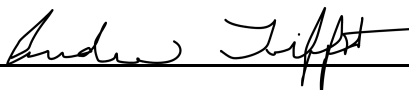
Disposal of contaminated soil at Green Ridge Landfill -----unit price \$33.00 per ton

Exclusion / notes

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature



Note: This proposal may be
withdrawn by us if not accepted within 90 days.

Acceptance of Proposal -

The above prices,

specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance:

Signature

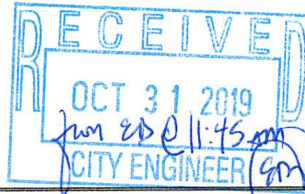
Signature

ROUTING SLIP FOR CITY MANAGER SIGNATURE

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

Document Title:

Emergency Procurement Letter - 82 Clinton Street



1 signature - BLUE ink please

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

Date Submitted: 10/30/19 Date Required: ASAP

Originated by: Jason C. Morris, City Engineer

AUTHORIZING RESOLUTION No. for Signature

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

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

REVIEWED AND APPROVED (Applicable Department Heads)

☐ Approved as to Form by:

☐ Approved as to Substance by:

☒ Todd Venning, City Comptroller Date 10/30/19 ☐ Chief Douglas Solomon, Police Dept. Date

☒ Approved as to Form:

☐ Approved as to Substance:

☒ Resolution Required for CM Signature

☒ Michelle Kelson, Corporation Counsel Date 10/31/19 ☐ Acting Chief Terry Ahlers, Fire Dept. Date

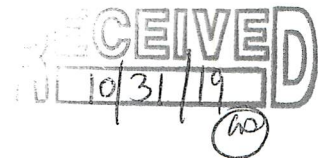
☒ Jason Morris, City Engineer Date 10-30-19 ☐ George Garrison, DPW Superintendent Date

☐ Ali Church, Interim Dir. Planning & Dev. Date ☐ Nick Crispino, Information Systems Manager Date

☐ Derrick Stanton, Recreation Director Date ☐ Michelle Mills, Civil Service Administrator Date

☐ Ellen Fillo, Community Development Director Date ☐ Wayne Vradenburgh, Water Superintendent Date

☐ Other Staff Date Title





CITY OF NEWBURGH

Office of the Engineer

83 Broadway, Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

Jason C. Morris, P.E.

City Engineer

jmorris@cityofnewburgh-ny.gov

Chad M. Wade, R.L.A.

Assistant City Engineer

cwade@cityofnewburgh-ny.gov

Zakia R. Alam

Junior Civil Engineer

zalam@cityofnewburgh-ny.gov

October 30, 2019

Joseph P. Donat

City Manager

83 Broadway

Newburgh, NY 12550

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

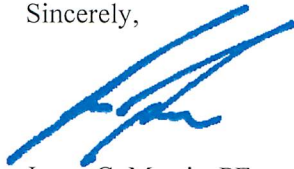
Mr. Donat,

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

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

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

Sincerely,



Jason C. Morris, PE
City Engineer

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

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

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

Date:

10/31/19



CITY OF NEWBURGH

FIRE DEPARTMENT

Office of Fire Prevention

123 Grand Street, Newburgh, New York 12550

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

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

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

DATE: October 28, 2019

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

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

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

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

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AMENDMENT NO. 4 TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR
PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$55,000.00
FOR ADDITIONAL CONSTRUCTION PHASE ADMINISTRATION SERVICES
IN THE LIBERTY STREET AND GRAND STREET
SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project (“the Project”) was listed on the New York State Environmental Facilities Corporation (“EFC”) multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC’s traditional loan programs; and

WHEREAS, the EFC’s Storm Mitigation Loan Program (“SMLP”) offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, the Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the EFC SMLP in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the EFC for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, the Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed \$256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the EFC SMLP for the Liberty Street and Grand Street Sanitary Sewer Improvements Project; and

WHEREAS, by Resolution No. 48-2015 of March 23, 2015, the City Council authorized the City Manager to execute an amendment to the agreement for professional engineering services

with Barton & Loguidice, D.P.C. for the administration of CDBG-DR program funds in connection with funding awarded under the EFC SMLP for the Project; and

WHEREAS, by Resolution No. 195-2018 of August 13, 2018, the Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project as well as additional construction phase professional engineering services for the Project in an amount not to exceed \$254,000.00; and

WHEREAS, due to the size and scope of the Project, the Project completion extended until August 7, 2019 and required additional submissions to EFC, construction administration services and construction observation services at a cost of \$55,000.00; and

WHEREAS, funding for the additional professional engineering services shall be derived from New York State Environmental Facilities Project# C3-7332-09-75 & C3-7332-09-76; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the additional construction phase professional engineering services for the Project under the terms of the proposal and contract amendment as attached hereto is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated September 12, 2019 in the amount of \$55,000.00 for the additional construction phase professional engineering services for the Project for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.

AMENDMENT NUMBER 4 ("Amendment")
TO THE
AGREEMENT DATED NOVEMBER 24, 2014 ("Agreement")
BETWEEN
THE CITY OF NEWBURGH ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Engineer")
FOR
PROFESSIONAL SERVICES FOR LIBERTY AND GRAND STREET
SEWER IMPROVEMENT ("Project")

The above referenced Agreement between Owner and Engineer is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Engineer, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Engineer is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Fifty Five Thousand Dollars Even (\$55,000.00), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.
- B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Engineer for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.

OWNER: THE CITY OF NEWBURGH

By:

Joe Donat

Title:

City Manager

Date

Signed: _____

ENGINEER: Barton & Loguidice, D.P.C.

By:

Donald H. Fletcher

Title:

Sr. Vice President

Date

Signed: 09/12/2019

(for)
Richard A. Straut
Executive V.P.

RECOMMENDED BY:

Jason Morris P.E.
City Engineer

Date

APPROVED AS TO FINANCES:

Kathryn Mack
City Comptroller

Date

APPROVED AS TO FORM:

Michelle Kelson
Corporation Council

Date

Attachment One - Scope of Services for Amendment Number 4 Liberty & Grand Street Sewer Improvements



September 12, 2019

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

Re: Proposal for Additional Construction Phase Professional Services
Liberty & Grand Street Sewer Improvement Project
City of Newburgh, Orange County, New York
File: 1352.005.002

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) is pleased to continue working with the City on this project. This project includes 1) Separation of Sanitary & Storm Sewers upstream of CSO#008 through the construction of a separate sanitary sewer, 2) Reconstruction of portions of Liberty, Grand & Clinton Streets, and 3) The potential to reduce wet-weather sanitary sewer overflows, which is a goal of the City's Long Term Control Plan.

As has been discussed during previous conversations and with the NYSEFC, due to the order of magnitude of the improvements, the construction of the improvements, and work as scheduled by the Contractor, has taken longer than was required in the contract documents. The Contractor is now complete with work, however the Contractor still owes a few paperwork related items to the City. The Notice to Proceed was issued on November 30, 2017 and the Contractor completed the work on August 7, 2019, so the total construction time was 615 days.

In our agreement dated November 24, 2014, authorized by City Council Resolution 289-2014, B&L included construction phase services for an anticipated construction duration of 4.5 months, and 800 hours of onsite observation. The time and fee were increased via Addendum #3, executed on August 27, 2018, to account for the Contractor's proposed revised completion date of December 1, 2018. The continued delay of work into August required additional part time construction observation of the improvements in addition to additional administrative time to address regulatory and Contract execution requirements. During this additional time, B&L has continued to review and submit documentation to be in compliance with the funding agencies requirements.

The following are the services provided by B&L to complete the project:



Scope of Services:

1. B&L assisted the City with the appropriate NYSEFC paperwork including:
 - Completed and submitted EPA DBE Form 6100-3 for each M/WBE subcontractor/subconsultant contracted for work under our Engineering Agreement;
 - Completed and submitted the M/WBE Utilization Plan for our Engineering Agreement;
 - Completed and submitted EPA DBE Form 6100-4 along with M/WBE Utilization Plan;
 - Completed and submitted the EEO Staffing Plan for our Engineering Agreement
2. Additional Construction Administration Services:
 - A. Attended additional project meetings with the Contractor's representatives, the City Engineer, made periodic site visits to the project site during construction of the project, and advised the City regarding construction related issues.
 - B. Reviewed Contractor's payment applications and submitted same to the City for processing and prepared final change order. Many hours were spent working with the City and the Contractor to resolve the requested changes from the Contractor.
 - C. Assisted the City with determining the validation of assessing liquidated damages, attended meetings between the City, Contractor, and Engineer with regards to the same, and provided project documentation that the City may need to support its' case.
3. Construction Observation Services:
 - A. Conducted part-time, as needed, on-site construction observation (CO) of the work in progress during the restoration and finalization of the proposed work. Please note that this CO work does not include the originally contracted 800 hours of construction observation services or the added 1280 hours from the previous amendment.
 1. The CO prepared daily reports that recorded the contractor's hours at the job site, daily activities and progress of work.
 2. The CO was present during concrete pours, asphalt pavement placement, and utility structure modifications to verify that is in accordance with the Plans, Contract Documents and intended function.



3. The CO was present during testing of the installed works, i.e. new sewer and sanitary manholes.

Fee for Services:

The proposed fee for engineering services outlined above would be as follows:

Additional CWSRF Funding Reporting/Compliance	\$ 5,000 Lump Sum
Additional Construction Administration Services	\$ 45,500 Lump Sum
Additional Construction Observation Services & Expenses	<u>\$ 4,500 Lump Sum</u>
TOTAL	\$ 55,000

Please note that for the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) has already completed most of the work. We have included some additional time to complete necessary closeout paperwork. The yet to be completed work has been calculated in accordance with our standard billing rate schedule for 2019. If additional services are required, B&L will request the City's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the City Council.

We will provide a contract for execution similar to our other projects with the City if the City agrees with our approach and scope of services.

We appreciate this opportunity to continue to provide further professional services to the City. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Roy Richardson or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, which appears to read 'Donald H. Fletcher', followed by '(for)' in parentheses.

Donald H. Fletcher, P.E.
Senior Vice President

RAR/

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR REVIEW OF
THE TOWN OF NEWBURGH MEADOW HILL PARALLEL SEWER RELIEF PROJECT
IN AN AMOUNT NOT TO EXCEED \$10,000.00**

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 to resolve violations at the Wastewater Treatment Plant and for the development of the Combined Sewer Overflow Long Term Control Plan; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for 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, the cost of said services to be performed is an amount not to exceed \$10,000.00 and funding for such project shall be derived from an escrow account funded by the Town of Newburgh; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the planning and preliminary engineering 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 in an amount not to exceed \$10,000.00.

Mr. Jason Morris, P.E.
City Engineer
83 Broadway
Newburgh, New York 12550

Transmitted Via Email: jmorris@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 371 2757
www.arcadis.com

Subject:

**Meadow Hill Relief Sewer
Engineering Review Proposal**

Date:
December 24, 2019

Dear Mr. Morris:

Arcadis of New York, Inc. (Arcadis) is pleased to provide you this proposal for engineering review of the Town of Newburgh's (Town) Meadow Hill Parallel Relief Sewer in consideration of maintaining compliance with the United States Environmental Protection Agency's (US EPA's) presumptive approach in accordance with the Combined Sewer Overflow (CSO) Control Policy and the City's approved Long Term Control Plan (LTCP).

Contact:
Robert Ostapczuk, PE

Phone:
518 250 7305

Email:
robert.ostapczuk
@arcadis.com

SCOPE OF WORK

Arcadis will review the Meadow Hill South Parallel Relief Sewer Engineering Report dated March 2014, Addendum No.1 dated July 19, 2019, and the Drawings dated March 2014, all prepared by GHD Consulting Services, LLC (GHD). Based on the review of these documents, Arcadis will confirm our understanding of the Town's collection system modifications with GHD.

Arcadis will analyze available data to assess whether the sewer modifications will have an impact on the City's ability to meet the presumptive approach requiring a minimum of 85% capture. The analysis may require the use of empirical data to estimate the time of concentrations of flows from the City and the Town as a complete sewer system model does not exist. We will prepare a technical memorandum detailing our approach and conclusions.

Mr. Jason Morris, P.E.
City of Newburgh
December 24, 2019

SCHEDULE

Arcadis will provide the City and Town with a draft technical memorandum on or before January 10, 2020 for review. Arcadis will finalize the technical memorandum by January 24, 2020. and address relevant comments received by January 17, 2020.

FEES

Arcadis will complete the scope of services in accordance with a not to exceed budget of \$10,000. Arcadis will be reimbursed in accordance with the rate schedule established for the current LTCP implementation projects.

We look forward to continuing assisting the City with this project. If you have any questions, please do not hesitate to call me at 518-250-7300 at your earliest convenience.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, PE
Vice President

Copies:

A. Brooks, Arcadis

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

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

January __, 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 January __, 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:

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RESOLUTION NO. _____ - 2020

REFUNDING BOND RESOLUTION DATED _____, 2020

REFUNDING BOND RESOLUTION OF THE CITY OF NEWBURGH, IN THE COUNTY OF ORANGE, NEW YORK, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID CITY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$19,500,000 THEREFOR, AUTHORIZING THE ISSUANCE OF \$19,500,000 REFUNDING BONDS OF SAID CITY OR SO MUCH THEREOF AS MAY BE NECESSARY TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN DETERMINATIONS ALL RELATIVE THERETO.

(Adopted) _____, 2020

Recitals

Whereas, the City of Newburgh in the County of Orange, New York (herein called “City”), has heretofore issued on June 27, 2012, its \$20,825,000 General Obligation Serial Bonds, Series 2012A (herein called the “2012A Bonds”), now outstanding in the principal amount of \$17,210,000 and on June 27, 2012, its \$6,090,000 General Obligation Deficit Liquidation Serial Bonds, Series 2012B (herein called the “2012B Bonds”), now outstanding in the principal amount of \$3,380,000; (the respective outstanding amounts of each of the 2012A Bonds and the 2012B Bonds shall be hereinafter collectively referred to as the “Outstanding Bonds”); such bonds bearing interest at the rates and on the dates, and being subject to prior redemption as set forth in each such respective bond; and

Whereas, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called “Law”), permits the City to

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refund all or a portion of the outstanding unredeemed maturities of such bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the City;

now, therefore,

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. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- a. “Bond To Be Refunded” or “Bonds To Be Refunded” means all or a portion of the Outstanding Bonds of the City.
- b. “Escrow Contract” means the contract to be entered into by and between the City and the Escrow Holder pursuant to Section 9 hereof.
- c. “Escrow Holder” means the bank or trust company designated as such pursuant to Section 9 hereof.
- d. “Present Value Savings” means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually), necessary to discount the debt service

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payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the bona fide initial public offering price including estimated accrued interest, or, if there is no public offering, to the price bid including estimated accrued interest.

- e. “Redemption Date” means, as applicable: June 15, 2022 for the Outstanding Bonds maturing on or after June 15, 2023, or such later date as may be determined by the Comptroller/Director of Finance in the final refunding financial plan.
- f. “Refunding Bond” or “Refunding Bonds” means all or a portion of the \$19,500,000 bonds of the City of Newburgh in the County of Orange, authorized pursuant to Section 2 hereof.
- g. “Refunding Bond Amount Limitation” means an amount of Refunding Bonds sufficient to pay the sum of (i) the principal amount of Bonds To Be Refunded, (ii) the aggregate amount of unmatured interest payable on each Bonds To Be Refunded to and including the applicable Redemption Date, (iii) redemption premiums payable on such Bonds To Be Refunded as of such applicable Redemption Date, as hereinabove referred to in the Recitals hereof, and (iv) costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 9 hereof.

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Section 2. The City Council of the City (herein called “City Council”), hereby authorizes the refunding of the Bonds To Be Refunded of the City, more particularly described and referred to in the Recitals hereof, and appropriates an amount not to exceed \$19,500,000 therefor to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$19,500,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the City to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the County in the maximum principal amount of \$19,500,000, are hereby authorized to be issued pursuant to the provisions of the Law. The proposed financial plan for the refunding in the form attached hereto as Exhibit A (the “refunding financial plan”) prepared for the City by Capital Markets Advisors, LLC and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 9 hereof, the payment of all costs incurred by the City in connection with said refunding from such proceeds, and the investment of a portion of such proceeds by the Escrow Holder in certain obligations, the principal of and interest, together with the balance of such proceeds to be held uninvested, shall be sufficient to pay (1) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to the Redemption Date and (2) the principal of and premium on the Bonds To Be Refunded to be called for redemption prior to maturity on the Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are the aggregate unmatured outstanding balances of two consolidated issues of bonds originally issued pursuant to various bond resolutions of the City, adopted on their respective dates and

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authorizing various capital improvements and deficit liquidation for the City and the bond determinations certificates of the Comptroller/Director of Finance for each issue dated their respective dates (the “Refunded Bonds Determination Certificates”). In accordance with the refunding financial plan, the Refunding Bonds authorized in the aggregate principal amount not to exceed \$19,500,000 have been allocated to the component issues of the Bonds To Be Refunded, and shall mature in amounts and at dates to be determined. The Comptroller/Director of Finance, the chief fiscal officer of the City, is hereby authorized to approve all details of the final refunding financial plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The maximum period of probable usefulness (“PPU”) of each issue comprising the Bonds to be Refunded, commencing at the date of issuance of the first bond anticipation notes issued in anticipation of the sale of said bonds, is as specified in the Refunded Bonds Determination Certificates which are incorporated herein by reference.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as Exhibit A.

Section 6. Said \$19,500,000 Refunding Bonds may be sold at public or private sale.

(a) If the Refunding Bonds are sold at private sale, the Comptroller/Director of Finance, as the chief fiscal officer of the City, is hereby authorized to execute a purchase contract on behalf of the City for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller.

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(b) If the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Comptroller/Director of Finance is hereby authorized and direct to prepare or have prepared a Notice of Sale, which shall be published at least once in “THE BOND BUYER,” published in the City of New York, not less than five (5) nor more than thirty (30) days prior to the date of said sale.

(c) Prior to the issuance of the Refunding Bonds, the Comptroller/Director of Finance shall have filed with the City Council a certificate approved by the State Comptroller setting forth the Present Value Savings to the City resulting from the issuance of the Refunding Bonds.

(d) In connection with such sale, the City Council hereby authorizes the preparation of an Official Statement and approves its use in connection with such sale, and, further, consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is executed and available for distribution.

(e) The Comptroller/Director of Finance is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered the City in connection with said refunding including the preparation of the refunding financial plan referred to in Section 2.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the City payable as to both principal and interest by a general tax upon all the taxable real property within the City. The faith and credit of the City are hereby

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irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the City for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Sections 21.00, 50.00, 56.00, 90.10 and 168.00 of the Law, the powers and duties of the City Council relative to (i) prescribing the terms, form and contents of the Refunding Bonds, (ii) the sale and issuance of the Refunding Bonds, (iii) the making of determinations to issue Refunding Bonds and provide for substantially level or declining debt service, (iv) authorizing and executing agreements for credit enhancement of the Refunding Bonds, and (v) executing the Escrow Contract described in Section 9 and the Official Statement referred to in Section 6, are hereby delegated to the Comptroller/Director of Finance as the chief fiscal officer of the City.

Section 9. Prior to the issuance of the Refunding Bonds the City shall contract with a bank or trust company located and authorized to do business in New York State for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. The Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions for the Escrow Holder without further authorization or direction from the City, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To

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Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the City the notices of redemption authorized to be given pursuant to Section 12 hereof, and (d) to invest the moneys held by it consistent with the provisions of the final refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 10. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt, shall be placed in escrow by the City with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the City and shall be applied by the City only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 11. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance

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with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. The pledge and lien provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledge and lien, need be filed or recorded.

Section 12. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the City Council hereby elects to call in and redeem all the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date. The sum to be paid therefor on the Redemption Date shall be the par value thereof, the accrued interest to the Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause notice(s) of such call for redemption to be given in the name of the City by mailing or transmitting such notice(s) to the registered holders of the Bonds To Be Refunded which are subject to prior redemption at least thirty days prior to such Redemption Date. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded subject to prior redemption on the Redemption Date and the direction to the Escrow Holder to cause notice thereof to be given as provided in this section shall become irrevocable and the provisions of this section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this section may be

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amended from time to time as may be necessary to comply with the requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 13. 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 14. The validity of the Refunding Bonds may be contested only if:

(a) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money; or

(b) The provisions of law which should be complied with at the date of publication of this 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 15. This Refunding Bond Resolution shall take effect immediately, and the City Clerk is hereby authorized and directed to publish the foregoing resolution, in summary,

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in the "*The Sentinel*," "*The Mid Hudson Times*," and "*The Hudson Valley Press*," three newspapers each of said newspapers having been designated the official newspapers of the City for such publication, together with a notice in substantially the form prescribed in Section 81.00 of the Local Finance Law of the State of New York.

* * *

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.

Exhibit A

Proposed Refunding Financial Plan

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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 January __, 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 January, 2020.

(SEAL)

City Clerk

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

NOTICE

The refunding bond resolution, a summary of which is published herewith, has been adopted by the City Council on the ____ day of January, 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, 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

RESOLUTION NO. _____ - 2020

BOND RESOLUTION DATED JANUARY __, 2020

REFUNDING BOND RESOLUTION OF THE CITY OF NEWBURGH IN THE COUNTY OF ORANGE, NEW YORK, AUTHORIZING THE REFUNDING OF ALL OR A PORTION OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID CITY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$19,500,000 THEREFOR, AUTHORIZING THE ISSUANCE OF \$19,500,000 REFUNDING BONDS OF SAID CITY OR SO MUCH THEREOF AS MAY BE NECESSARY TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN DETERMINATIONS ALL RELATIVE THERETO.

object or purpose: to finance the cost of refunding all or a portion of the outstanding unredeemed maturities of the City's General Obligation Serial Bonds, Series 2012A and General Obligation Deficit Liquidation Serial Bonds, Series 2012B by the issuance of new bonds, the issuance of which will result in present value debt service savings for the City, all as more particularly described in the refunding financial plan prepared for the City by Capital Markets Advisors, LLC

amount of obligations to be issued: not to exceed \$19,500,000

A complete copy of the Refunding Bond Resolution and the refunding financial plan summarized above shall be available for public inspection during normal business hours at the office of the City Clerk in Newburgh, New York.

Dated: January __, 2020
Newburgh, New York

Newburgh City, New York

\$18,615,000 Refunding Serial Bonds - 2020

Prevailing Insured Taxable Rates - 12.27.19

Issue Summary

Refunding Summary

Dated 02/15/2020 | Delivered 02/15/2020

	2012A	2012B	Issue Summary
--	-------	-------	------------------

Sources Of Funds

Par Amount of Bonds	\$16,615,000.00	\$2,000,000.00	\$18,615,000.00
Total Sources	\$16,615,000.00	\$2,000,000.00	\$18,615,000.00

Uses Of Funds

Total Underwriter's Discount (0.500%)	83,075.00	10,000.00	93,075.00
Costs of Issuance	75,870.03	9,129.97	85,000.00
Gross Bond Insurance Premium	66,460.00	8,000.00	74,460.00
Deposit to Net Cash Escrow Fund	16,389,536.45	1,970,993.49	18,360,529.94
Rounding Amount	58.52	1,876.54	1,935.06
Total Uses	\$16,615,000.00	\$2,000,000.00	\$18,615,000.00

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	12/30/2019	12/30/2019	12/30/2019
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	\$16,389,536.45	\$1,970,993.49	\$18,360,529.94
Interest Earnings @ 1.597%	587,338.55	70,881.51	658,220.06
Total Draws	\$16,976,875.00	\$2,041,875.00	\$19,018,750.00

Issues Refunded And Call Dates

2012A GO Bonds	6/15/2022	
2012 Deficit Bonds		6/15/2022

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 3.394%(AIC)	1,006,347.35	(11,383.04)	997,437.79
Contingency or Rounding Amount	58.52	1,876.54	1,935.06
Net Present Value Benefit	\$1,006,405.87	\$(9,506.50)	\$999,372.85
Net PV Benefit / \$16,780,000 Refunded Principal	6.725%	(0.524%)	5.956%
Net PV Benefit / \$18,615,000 Refunding Principal	6.057%	(0.475%)	5.369%
Average Annual Cash Flow Savings	83,477.32	(1,926.22)	82,754.99
Total New Net D/S	28,364,016.33	28,364,016.33	28,364,016.33
Total Prior D/S	29,676,437.50	29,676,437.50	29,676,437.50
Total Cashflow Savings	1,312,421.17	1,312,421.17	1,312,421.17

Bond Statistics

Average Life	9.462 Years	4.168 Years	8.894 Years
Average Coupon	3.4403329%	2.8540463%	3.4108099%
Net Interest Cost (NIC)	3.4931734%	2.9739984%	3.4670299%
Bond Yield for Arbitrage Purposes	-	-	-
True Interest Cost (TIC)	3.4897893%	2.9823442%	3.4615734%
All Inclusive Cost (AIC)	3.4259166%	2.8533958%	3.3941496%

2019 Refunding - 12.30.19 | Issue Summary | 12/30/2019 | 11:27 AM

Newburgh City, New York

\$18,615,000 Refunding Serial Bonds - 2020

Prevailing Insured Taxable Rates - 12.27.19

Issue Summary

Gross Debt Service Comparison

Date	Principal	Coupon	Interest	New D/S	Old D/S	Savings
12/31/2020	315,000.00	2.370%	499,500.58	814,500.58	895,500.00	80,999.42
12/31/2021	220,000.00	2.500%	593,664.50	813,664.50	895,500.00	81,835.50
12/31/2022	230,000.00	2.610%	587,913.00	817,913.00	895,500.00	77,587.00
12/31/2023	1,620,000.00	2.720%	562,879.50	2,182,879.50	2,260,500.00	77,620.50
12/31/2024	1,665,000.00	2.850%	517,121.25	2,182,121.25	2,263,625.00	81,503.75
12/31/2025	1,715,000.00	2.950%	468,098.75	2,183,098.75	2,263,000.00	79,901.25
12/31/2026	1,100,000.00	3.050%	426,027.50	1,526,027.50	1,610,250.00	84,222.50
12/31/2027	1,135,000.00	3.150%	391,376.25	1,526,376.25	1,609,737.50	83,361.25
12/31/2028	1,175,000.00	3.250%	354,406.25	1,529,406.25	1,610,268.75	80,862.50
12/31/2029	1,210,000.00	3.350%	315,045.00	1,525,045.00	1,607,912.50	82,867.50
12/31/2030	1,255,000.00	3.400%	273,442.50	1,528,442.50	1,610,925.00	82,482.50
12/31/2031	1,295,000.00	3.500%	229,445.00	1,524,445.00	1,608,962.50	84,517.50
12/31/2032	1,340,000.00	3.550%	182,997.50	1,522,997.50	1,608,287.50	85,290.00
12/31/2033	1,395,000.00	3.600%	134,102.50	1,529,102.50	1,612,612.50	83,510.00
12/31/2034	1,445,000.00	3.650%	82,621.25	1,527,621.25	1,611,612.50	83,991.25
12/31/2035	1,500,000.00	3.750%	28,125.00	1,528,125.00	1,609,993.75	81,868.75
Total	\$18,615,000.00	-	\$5,646,766.33	\$24,261,766.33	\$25,574,187.50	\$1,312,421.17

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	997,437.79
Contingency or Rounding Amount	1,935.06
Net Present Value Benefit	\$999,372.85
Net PV Benefit / \$16,780,000 Refunded Principal	5.956%
Net PV Benefit / \$18,615,000 Refunding Principal	5.369%

Refunding Bond Information

Refunding Dated Date	2/15/2020
Refunding Delivery Date	2/15/2020

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL SERVICES BOOK FOR THE
CITY OF NEWBURGH, NEW YORK
TO REFLECT A TOTAL OF TWELVE SERGEANT POSITIONS
IN THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the 2020 Budget for the City of Newburgh Police Department provided for the elimination of 19 positions and provided for nine sergeant positions; and

WHEREAS, the Police Department proposes to restore three sergeant positions to promote the economy and efficiency of the department; and

WHEREAS, the restoration of the 3 sergeant positions will result in 3 vacant police officer positions which will be eliminated; and

WHEREAS, the restoration of the 3 sergeant positions and the elimination of the 3 police officer positions will not change the net number of positions in the Police Department but requires an amendment to the 2020 Personnel Book to reflect the reallocation of positions within the Police Department;

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 to restore 3 sergeant positions and eliminate 3 police officer positions as those positions become vacant.

2020 PATROL SCHEDULE (EFFECTIVE 01/01/20)

[illegible]

VACANT

SGT. HAHNE

SGT. GLIEDMAN

SGT. GIUDICE

VACANT

VACANT

SGT. CARDINALE
(OJI)

SGT. ANDERSON

SGT. ROLA

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AMENDING RESOLUTION NO. 288-2019 ADOPTING
AN AMENDED BUDGET FOR THE FISCAL YEAR 2020**

WHEREAS, the City Manager, on October 15, 2019, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2020 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2020; and

WHEREAS, such detailed estimates have been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 12, 2019 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B19-6-11 dated November 15, 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2020 as appears in the annexed “City Council Fiscal Year 2020 Budget” on November 21, 2019; and

BE IT FURTHER RESOLVED, that the sum of \$22,184,692 be levied and raised on account of City taxes for the year 2020 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being ~~\$570,726,881~~ 570,969.181 for Homestead Properties and \$393,605,603 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$22,184,692 to be extended and apportioned and adjusted on said assessment roll at ~~\$19.606286~~ 19.597966 for Homestead Properties and \$27.933692 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2020 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2020, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2020, and collect up to and including the 5th day of February 2020, without fees, and to add 5% from the 6th day of February 2020, up to and including the 31st day of March 2020.

The second installment commencing on the 1st day of March 2020, and collect up to and including the 6th day of April 2020, without fees, and to add 5% from the 7th day of April 2020, up to and including the 30th day of May 2020.

The third installment commencing on the 1st day of May 2020, and collect up to and including the 5th day of June 2020, without fees, and to add 5% from the 6th day of June 2020, up to and including the 30th day of July, 2020.

The fourth installment commencing on the 1st day of July 2019, and collect up to and including the 5th day of August 2020, without fees, and to add 5% from the 6th day of August 2020, up to and including the 1st day of October, 2020.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: 288 - 2019

OF

NOVEMBER 21, 2019

A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2020

WHEREAS, the City Manager, on October 15, 2019, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the "Manager's Proposed Fiscal Year 2020 Budget" and the "Manager's Proposed Personnel Analysis Book" of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2020; and

WHEREAS, such detailed estimates have been filed in the City Clerk's Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 12, 2019 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller's budget review report #B19-6-11 dated November 15, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2020 as appears in the annexed "City Council Adopted Fiscal Year 2020 Budget" on November 21, 2019; and

BE IT FURTHER RESOLVED, that the sum of \$22,184,692 be levied and raised on account of City taxes for the year 2020 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being ~~\$570,726,881~~ ^{570,969,181} for Homestead Properties and \$393,605,603 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$22,184,692 to be extended and apportioned and adjusted on said assessment roll ^{19,597,964} at \$19.606286 for Homestead Properties and \$27.933692 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2020 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 2nd day of January 2020, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 2nd day of January 2020, and collect up to and including the 5th day of February 2020, without fees, and to add 5% from the 6th day of February 2020, up to and including the 31st day of March 2020.

The second installment commencing on the 1st day of March 2020, and collect up to and including the 6th day of April 2020, without fees, and to add 5% from the 7th day of April 2020, up to and including the 30th day of May 2020.

The third installment commencing on the 1st day of May 2020, and collect up to and including the 5th day of June 2020, without fees, and to add 5% from the 6th day of June 2020, up to and including the 30th day of July, 2020.

The fourth installment commencing on the 1st day of July 2019, and collect up to and including the 5th day of August 2020, without fees, and to add 5% from the 6th day of August 2020, up to and including the 1st day of October, 2020.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 10-20-19 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 22 day of Nov 2019

City Clerk

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION REOPENING SECTION 384-d OF THE RETIREMENT
AND SOCIAL SECURITY LAW FOR SAMUEL B. KENAN AS SET FORTH
IN CHAPTER 636 OF THE LAWS OF 2019**

WHEREAS, by Resolution No. 136-2019 of June 6, 2019, the City Council of the City of Newburgh made make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Senate Bill S4135-A and Assembly Bill A7014-A, a copy of which is annexed hereto, to authorize the City of Newburgh to offer an optional Twenty (20) Year Retirement Plan to Police Officer Samuel Kenan, Jr. pursuant to Section 384-d of the Retirement and Social Security Law; and

WHEREAS, the Senate and Assembly Bills were enacted in Chapter 636 of the Laws of 2019 which authorizes the City of Newburgh to reopen the twenty-year retirement plan, Section 384-d of the Retirement and Social Security Law, for Samuel B. Kenan; and

WHEREAS, the City Council finds that that electing to provide the benefits of Chapter 636 and file said election with the New York State Local Retirement System on or before December 12, 2020 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 this governing board of the City of Newburgh does hereby assume the additional cost required to provide the reopening of Section 384-d of the Retirement and Social Security Law, pursuant to Chapter 636 of the Laws of 2019.



New York State and Local Retirement System
110 State Street, Albany, New York 12244-0001

Kimberly Zeto, Director
Member & Employer Services Bureau

Phone: 518-474-0167
Fax: 518-474-8357
Email: RTEmpSer@osc.state.ny.us
Web: www.osc.state.ny.us/retire

December 16, 2019
Location Code: 20032

Mr. Torrance Harvey
Mayor
City of Newburgh
83 Broadway
Newburgh NY 12550

received
12-20-19 LB

Dear Mayor Harvey:

Chapter 636, Laws of 2019, authorizes the City of Newburgh to reopen the twenty-year retirement plan, Section 384-d of the Retirement and Social Security Law, for Samuel B Kenan, NYSLRS ID: R11221247.

If the City elects to provide the benefits of Chapter 636, the enclosed resolution, certification statement, and affidavit must be filed with the New York State and Local Retirement System on or before December 12, 2020.

Once we receive the documentation from the City, the member must file the Section 384-d election form (PF5117) to enroll in the twenty-year plan on or before June 12, 2021. The Retirement System will contact the member directly.

The Actuary has estimated that the immediate past service cost of this benefit will be **\$178,000**. The past service cost may be paid in a lump sum or amortized over 10 years. If amortized over 10 years, the estimated first year amortization payment, including interest, would be approximately **\$23,700**. This amount will be included in the Village's February 1, 2020 Annual Invoice.

There is currently no additional annual contribution due because this member is no longer employed by the City of Newburgh. Your annual contribution would increase should this member return to your employ as a Police Officer.

Please return the completed documents to the attention of: **'Member & Employer Services Bureau mail drop 5-3'**.

For additional information regarding this matter, contact us at (518) 474-0167.

Sincerely,

Kimberly Zeto
Director
Member & Employer Services Bureau

KZ:jg
Enclosures



New York State and Local Retirement System

110 State Street, Albany, New York 12244-0001

Kimberly Zeto, Director, Member & Employer Services Bureau

Location Code: 20032

Resolution reopening Section 384-d of the Retirement and Social Security Law for Samuel B Kenan, NYSLRS ID: R11221247, as set forth in Chapter 636, Laws of 2019.

At a meeting of the governing board of the City of Newburgh

held in _____, New York on _____, 20__.

_____ offered the following resolution:

(Person)

"BE IT RESOLVED: that the governing board of the City of Newburgh, does hereby assume the additional cost required to provide the reopening of Section 384-d of the Retirement and Social Security Law, pursuant to Chapter 636 of the Laws of 2019."

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

I, _____, clerk of the governing board of the City of Newburgh of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the ____ day of _____, 20__ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original. I further certify that the full board, consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

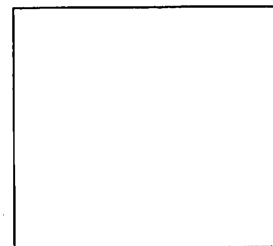
IN WITNESS WHEREOF, I have hereunto

(Seal)

Set my hand and the seal of the City of Newburgh

On this _____ day of _____, 20__

(Signature of clerk)



The resolution must be approved by the legislative body and be approved by any other body or officer required by law to approve resolution of such legislative body.

Note: This resolution must be filed with the Division of Retirement Services, Office of the State Comptroller on or before December 12, 2020.



New York State and Local Retirement System

110 State Street, Albany, New York 12244-0001

Kimberly Zeto, Director, Member & Employer Services Bureau

Certification of Member Eligibility Under Chapter 636, Laws of 2019

Employer's Name: City of Newburgh

Employer's Location Code: 20032

Special Plan Reopened: 384-d

Member Name	NYSLRS ID
Samuel B Kenan	R11221247

I certify that the member's previous failure to timely elect to participate in Section 384-d of the Retirement and Social Security Law was not ascribable to his/her own negligence.

(Signature)

(Title)

(Date)



NYSLRS

New York State and Local Retirement System

110 State Street, Albany, New York 12244-0001

Kimberly Zeto, Director, Member & Employer Services Bureau

Location Code: 20032

Affidavit Pursuant to Chapter 636, Laws of 2019

State of New York

County of _____

_____ being duly sworn, deposes and says:

(Name of Chief Fiscal Officer)

1. That (s)he is the chief fiscal officer of the City of Newburgh.
2. That the governing body of said participating employer has elected to reopen the Retirement Plan described in Section 384-d of the Retirement and Social Security Law, for Samuel B Kenan as set forth in Chapter 636, Laws of 2019.
3. That the employer has received from the Retirement System an estimate of the cost of the benefits provided under Chapter 636, Laws of 2019.
The past service cost will be \$178,000, if paid as one installment.
4. That the employer will appropriate the additional amount necessary to fund the past service cost related to this benefit in _____ (one or ten) annual payments, which will be included on the City's Annual Invoice.

(Signature of Chief Fiscal Officer)

(Title)

Sworn before me this _____ day of _____ 20__

Notary Public, State of New York
(Please affix stamp or seal)

Office of the New York State Comptroller
Thomas P. DiNapoli



New York State and Local Retirement System

110 State Street, Albany, New York 12244-0001

ADDRESS SERVICE REQUESTED

Mr. Torrance Harvey
Mayor
City of Newburgh
83 Broadway
Newburgh NY 12550

KACWSAF 12550

Presort
First Class Mail
ComBasPrice



U.S. POSTAGE >> PITNEY BOWES



ZIP 12180 \$ 000.40⁹
02 4W
0000339549 DEC 17 2019





RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
KNOWN AS NS NORTH PLANK ROAD (SECTION 3, BLOCK 6, LOT 2)
AT PRIVATE SALE TO JOANNE MAJEWSKI AND ALAN AXELROD
FOR THE AMOUNT OF \$100.00**

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 a vacant parcel of real property identified as NS North Plank Road, being more accurately described as Section 3, Block 6, Lot 2 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 17, 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>
NS North Plank Road	3 - 6 - 2	Joanne Majewski Alan Axelrod	\$100.00

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

NS North Plank Road, City of Newburgh (SBL: 3-6-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **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. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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.
16. 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.

Joanne Majewski
PO Box 2975
Newburgh, NY 12550

December 16, 2019

Planning & Economic Director
Ms Alexandra Church
123 Grand Street
Newburgh, NY 12550

Re: NS North Plank Rd, SBL: 3-6-2

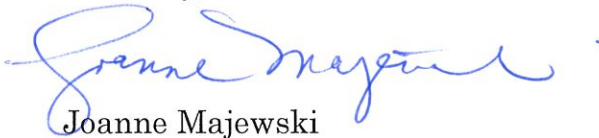
Dear Ms Church:

The City of Newburgh owns vacant property located at NS North Plank Road, identified as Section 3, Block 6, Lot 2. The parcel is 36 feet x 2 feet, according to the Orange County tax map and has an assessed value of \$100. The parcel was acquired through in rem proceedings against Jubalee Enterprises Co, Inc. in September 1983.

The City parcel is located adjacent to property located in the Town of Newburgh (84-4-26). As the owners of the adjoining property in the Town of Newburgh, Joanne Majewski and Alan Axelrod, would like to purchase the City owned parcel at the full assessed value of \$100.00.

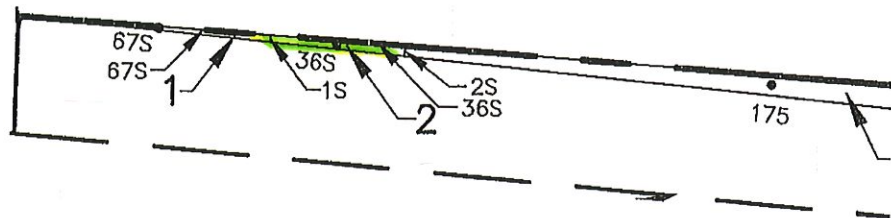
Attached are copies of the tax map for each parcel. Please feel free to contact me if you have any questions or need further information.

Sincerely,



Joanne Majewski

C/UBG



Section 36, Township 19N, Range 10E

Plat Map showing 27 lots, with Lot 26 highlighted in yellow.

Streets shown: CARPENTER - AVE. N., OF RD., NORTH.

Adjacent sections: 29, 28, 27, 25, 24, 23, 22, 21, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1.

Survey data and dimensions are provided for each lot and boundary line.

RESOLUTION NO.: _____-2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOHN BONHOMME TO THE PREMISES KNOWN AS
2 LIBERTY STREET (SECTION 46, BLOCK 1, LOT 18)**

WHEREAS, on December 11, 2015, the City of Newburgh conveyed property located at 2 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 46, Block 1, Lot 18, to John Bonhomme; and

WHEREAS, Mr. Bonhomme 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 2 Liberty Street, Section 46, Block 1, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 11, 2015, from THE CITY OF NEWBURGH to JOHN BONHOMME, recorded in the Orange County Clerk's Office on February 22, 2016, in Liber 14011 of Deeds at Page 663 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, Assistant Fire Chief/Building Inspector

DATE: December 6, 2019

SUBJECT: 2 Liberty Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 2 Liberty Street owned by John Bonhomme, I conducted an inspection of the property on 11/18/2019 and reviewed the building file in the office. Below are my findings:

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

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

A Rental Registry inspection was completed and passed on 11/18/19.

There is a valid Certificate of Occupancy on file from 10/16/19 for a Mixed Use building with a Bar/Restaurant on First Floor; Single Family Dwelling on Second Floor; Single Family Dwelling on Third Floor.

Thank you.



RESOLUTION NO.: _____-2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO AJAAYSWINDELL INC. TO THE PREMISES KNOWN AS
235 CARPENTER AVENUE (SECTION 7, BLOCK 8, LOT 13)**

WHEREAS, on October 31, 2018, the City of Newburgh conveyed property located at 235 Carpenter Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 8, Lot 13, to Ajaayswindell Inc.; and

WHEREAS, an officer of Ajaayswindell Inc., Arbia Swindell, 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 235 Carpenter Avenue, Section 7, Block 8, Lot 13 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated October 31, 2018, from THE CITY OF NEWBURGH to AJAAYSWINDELL INC., recorded in the Orange County Clerk's Office on December 10, 2018, in Liber 14498 of Deeds at Page 841 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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



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, Assistant Fire Chief/Building Inspector

DATE: December 19, 2019

SUBJECT: 235 Carpenter Avenue, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 235 Carpenter Avenue owned by Arbia Swindell, I conducted an inspection of the property on 12/18/2019 and reviewed the building file in the office. Below are my findings:

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

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file from 7/19/1983 for a Single Family Dwelling.

Thank you.

From: [Horton, William](#)
To: [Kaufman, Jeremy](#)
Subject: RE: 235 Carpenter
Date: Friday, December 20, 2019 10:36:46 AM

It was vacant and is being marketed for sale.

Thanks

From: Kaufman, Jeremy
Sent: Friday, December 20, 2019 9:34 AM
To: Horton, William <WHorton@cityofnewburgh-ny.gov>
Subject: RE: 235 Carpenter

Bill,

Is 235 Carpenter rented currently? Or vacant and being marketed for sale?

Jeremy

From: Horton, William
Sent: Thursday, December 19, 2019 12:35 PM
To: Talerico, Donna; Resto, Autumn; Church, Alexandra; Kaufman, Jeremy; Kohl, David
Cc: Ross, Lisa
Subject: 235 Carpenter

For IPS as well.

Thank you

William F. Horton, Assistant Chief
City of Newburgh Fire Department
22 Grand Street
Newburgh, NY 12550
845-569-7419
WHorton@cityofnewburgh-ny.gov



COLDWELL
BANKER
914-348-1166
SANTINA PUGLIA
ORIE PROPERTIES

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF TWO (2) RELEASES OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM DEEDS RELATED TO
THE PREMISES KNOWN AS 141 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 14)**

WHEREAS, by Resolution No.: 207-2019, the City Council of the City of Newburgh ("City") authorized the conveyance of title to two (2) parcels of real property located at 139 Johnston Street (Section 18, Block 2, Lot 15) and 141 Johnston Street (Section 18, Block 2, Lot 14) to the Newburgh Community Land Bank ("NCLB"); and

WHEREAS, a title search revealed reference to two (2) deeds in the chain of title with respect to the parcel at 141 Johnston Street, both of which contained rights of re-entry and reverter to the benefit of the City, which rights the NCLB has requested the City release so as to provide clear title to the Parcels for re-development; 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 deeds.

**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 141 Johnston Street, Section 18, Block 2, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 22, 1982, from THE CITY OF NEWBURGH to JOHN W. BROWN AND HELEN PRICE BROWN, recorded in the Orange County Clerk's Office on April 5, 1982, in Liber 2219 of Deeds at Page 589 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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

**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 141 Johnston Street, Section 18, Block 2, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 10, 2002, from THE CITY OF NEWBURGH to BARBARA LAPOLT, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11004 of Deeds at Page 1043 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A SFY 2020-2021 NEW YORK STATE DIVISION OF
CRIMINAL JUSTICE SERVICES LIVESCAN EQUIPMENT GRANT
IN THE AMOUNT OF \$10,000.00 WITH A FIFTY PERCENT CITY MATCH**

WHEREAS, the City of Newburgh Police Department proposes to apply for a SFY 2020-2021 New York State Division of Criminal Justice Services LIVESCAN Equipment program grant in order to purchase and install new LIVESCAN equipment to replace existing and outdated equipment; and

WHEREAS, such funding requires a 50% City match which will be derived from the General Fund Police Department budget; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a SFY 2020-2021 New York State Division of Criminal Justice Services LIVESCAN Equipment program grant in the amount of \$10,000.00 with a 50% City match for the purchase of equipment by the City of Newburgh Police Department; 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 program funded thereby.



**Division of Criminal
Justice Services**

REQUEST FOR PROPOSALS (RFP)
SFY 2020-2021 LIVESCAN Equipment Program

KEY DATES AND NOTICES:

Release Date of RFP	Monday, December 9, 2019
Submission Deadline:	Monday, January 13, 2020 by Noon
Estimated Total Program Funding:	\$2,600,000
Deadline for Final Submission of Questions Regarding this RFP:	Monday, December 16, 2019
Response to Questions Regarding this RFP Posted:	On or about December 20, 2019
Notification of Award(s):	On or about February 18, 2020
Anticipated Contract Start Date:	April 1, 2020

1. Proposals must be received by the submission deadline on-line via the DCJS Grants Management System (GMS). **Applicants who are not registered to access GMS will need to obtain user access to respond to this Solicitation.** See Appendix: *DCJS Grants Management System (GMS) Instructions and Helpful Hints.*
2. Questions regarding this RFP must be emailed to dcjsfunding@dcjs.ny.gov, with Livescan as the subject. Responses to the questions will be posted on the DCJS website at <http://www.criminaljustice.ny.gov/ofpa/index.htm> on or about date indicated above. If the applicant has any general questions such as, "Did DCJS receive my e-mail?" please call (518) 457-9787. Please note that DCJS cannot answer substantive questions concerning this solicitation in any manner other than the e-mail method.
3. Applicants will be advised of award decisions via a letter of notification, which will be emailed to the address provided by applicant in GMS. Where applicable, applicants not receiving an award will receive notification via email and by U.S. Postal Service mail. A debriefing is available to any entity that submitted a proposal or application in response to this solicitation who is not successful in receiving an award. (See Section: Notification of Awards.)
4. **There is a 50% cash match requirement for this program.**
5. **Unless otherwise modified by DCJS, the contract period for this grant opportunity will be 15 months starting April 1, 2020. Due to time restrictions with the federal funding source for these grants, extensions will be not be granted past the contract end date of June 30, 2021.**

LIVESCAN Equipment Program

SFY 2020-2021

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APPENDICES:

Appendix: DCJS Grants Management System (GMS) Instructions and Helpful Hints

Appendix: Eligible Agencies and Servers

I. INTRODUCTION

The New York State Division of Criminal Justice Services (DCJS) seeks proposals for grants to fund the purchase of Livescan fingerprint processing equipment. Approximately \$2.6 million in federal funds will be made available to law enforcement agencies as described below. There is a required 50% match for grants funded through this Request for Proposals (RFP), which acknowledges the shared benefit and responsibility local agencies have related to this critical law enforcement function.

DCJS enhances public safety by providing resources and services that inform decision making and improve the quality of the criminal justice system. DCJS is a multi-function criminal justice support agency with a variety of responsibilities, including collection and analysis of statewide crime data; operation of the DNA databank and criminal fingerprint files; administration of federal and state criminal justice funds; identifying and funding programs that reduce crime, recidivism, and victimization. Additionally, DCJS administers the state's Sex Offender Registry. DCJS conducts research on critical criminal justice issues and provides training, legal guidance and regulation to the State's law enforcement, community corrections and prosecution communities.

DCJS is committed to providing programs that improve the effectiveness of New York's justice system. Proposals will be rated and selected for funding consistent with the best interest of the state. Applicants are encouraged to demonstrate in their response to this solicitation how their proposal supports New York's commitment to public safety.

II. ELIGIBILITY AND FUNDING GUIDELINES

A. Eligibility

Award eligibility shall be limited to law enforcement agencies that currently use a secure regional server network to transmit fingerprints to DCJS. Please find a summary listing of such agencies in Appendix: *Eligible Agencies and Servers*.

Law enforcement agencies not listed in Appendix: *Eligible Agencies and Servers*, due to having no submissions in the selected date sample, may apply for funds provided they submit documentation of a transmittal agreement with a host server agency listed in Appendix: *Eligible Agencies and Servers*.

Awards may be used only to replace existing equipment that is reaching end-of-life service; requests to fund additional new equipment will not be funded.

B. Availability of Funds

DCJS expects to make approximately \$2.6 million in federal funds available for grants to support the purchase of Livescan fingerprint processing equipment by eligible applicants.

Applicants may seek up to \$10,000 in grant funds per Livescan unit purchased, which may include reasonable software and installation expenses.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by state or federal law. Applicants also should anticipate that awards under this initiative are **one-time awards and accordingly should propose activities and deliverables that can be accomplished without additional funding and by the end of the contract term. Due to time restrictions with the federal funding source for these grants, contract extensions will not be granted past the contract end date of June 30, 2021.** Agencies receiving awards should plan for the institutionalization of the project after grant funds are no longer available, including supporting any ongoing training needs and/or equipment maintenance and warranty costs.

C. Eligible Costs and Equipment Requirements

Permissible uses of grant funds shall be strictly limited to:

The purchase and installation of Livescan equipment to replace outdated/end of life Livescan or Cardscan equipment (including software) intended to be used to transmit prints to DCJS moving forward. No new additional units will be funded. Funding will be prioritized by the applicant's demonstration of need for the equipment requested and by the average number of fingerprint submissions per unit to be replaced (the average number of fingerprint submissions per unit to be replaced shall be calculated by dividing the total number of fingerprint submissions by the applicant agency between October 1, 2018 and September 30, 2019 by the number of Livescan units for which the applicant is requesting grant funding).

The Livescan units requested are required to include Palm Capture functionality. Functionality for scars, marks, and tattoos; as well as digital signature capture is highly recommended, but not required. DCJS requires inclusion of the following Types of Transactions (TOTs) in the Livescan configuration: CARAAR for arrest submissions, CARJDR for juvenile arrests, CARCIR for criminal inquiries (ID purposes only), CARSOR for the agency to submit sex offender updates and FBICRM for resubmissions to the FBI. In addition, the following TOTs are recommended, depending on applicant needs: DEUDEC for dead submissions, CARSUP if Parole or Probation share your Livescan(s). and CARADM for correction admissions. (For additional information including definitions of these Types of Transactions, please see the New York State Criminal Justice Electronic Biometric Transmission Standard, Section 3.1, at <http://www.criminaljustice.ny.gov/advtech/ebts.pdf>).

Equipment purchases must meet all procurement guidelines of federal, state, and local governments, as applicable.

D. Matching Funds

There is a 50% cash match requirement for grants awarded through this RFP. The match requirement was established to acknowledge the shared responsibility and benefit local agencies have in supporting this critical law enforcement function. Applicants must identify the source of the match and describe how match funds will be used in the budget. An example of one such match is as follows:

An applicant submitting a total budget of \$20,000 must identify the source of the 50% match, which is \$10,000. The total of the application budget must include the grant funds requested by the applicant and the 50% cash match amount. DCJS grant funds cannot account for more than 50% of the cost of equipment purchases (including software and installation).

Match funds are subject to the same documentation and reporting requirements as grant funds provided through the Livescan grant program.

E. Ineligible Costs

Permissible uses of grant funds shall be strictly limited to the purchase and installation of Livescan equipment to replace outdated/end of life Livescan or Cardscan equipment (including software). Any other costs not related to the purchase of replacement equipment, including upgrades related to functionality of units being retained, described under Eligible Costs, Section II, C, are ineligible.

Any ongoing service, maintenance, repair and/or system management expenses beyond the first-year warranty period are also ineligible.

III. EVALUATION AND SELECTION

Tier I Evaluation – Threshold Pass/Fail

The Tier I Evaluation assesses whether proposals satisfy minimum “pass/fail” criteria for funding. All proposals will be initially screened by DCJS reviewers to determine their completeness using the following criteria:

- ✓ Proposal was received by the published deadline;
 - The submitted proposals shall include:
 - Answers to all questions as presented;
 - Budget detail is provided in GMS itemizing operating expenses in support of the program;
 - Completed Program Work Plan, according to instructions provided; and
 - All attachments and required documents.

- ✓ Applicant is eligible as defined by this solicitation;

Tier I Evaluation criteria will receive pass/fail ratings. Any proposal that does not meet each of the above conditions may be subject to disqualification from further review.

Tier II Evaluation – Evaluation and Scoring

DCJS staff reviewers will evaluate proposals that successfully pass the Tier I Evaluation. A standard rating tool will be used to score responses to questions provided in the RFP (see *Questions* section for additional information). The maximum score will be 100 points. Each response will be scored by a minimum of two reviewers, and the average of their scores shall represent an overall score.

In the event of:

- ✓ a substantial scoring disparity of primary reviewers scores, an additional reviewer may rate the affected proposal and that score will be averaged with the original scores to determine the overall final score.
- ✓ a tie score among applicants with the same average number of submissions and/or both applicants cannot be selected for funding, an additional reviewer will rate each affected proposal and that score will be averaged with original scores to determine the overall final score.

As deemed necessary, DCJS may, at its discretion, request additional information from the applicant.

Due to limited availability of funds, awards will be prioritized by the average number of submissions per unit to be replaced, which shall be calculated by dividing the total number of fingerprint submissions by the applicant agency between October 1, 2018 and September 30, 2019 by the number of Livescan units for which the applicant is requesting grant funding. An example of this prioritization is as follows:

*Applicant #1 has a total of 100 submissions to DCJS within the sample time period.
Applicant #1 is asking to fund 4 Units; averaging 25 submissions per unit.*

*Applicant #2 has a total of 20 submissions to DCJS within the sample time period.
Applicant #2 is asking to fund 1 unit; averaging 20 submissions per unit.*

Applicant #1 has priority over Agency #2

Tier III Evaluation

The Tier III Evaluation assessments will be conducted by designated DCJS executive staff. The Tier III Evaluation will select applicants for funding and determine award amounts through consideration of the Tier II Evaluation scoring, comments and criteria; the quality of proposed projects in relation to the requested budget amounts and the demonstration of need for the quantity of units requested; available funding and best overall interests of New York State.

Nothing herein requires DCJS to approve funding for any applicant.

The DCJS' Executive Deputy Commissioner or his or her designee will make final decisions regarding approval and individual award amounts based on the quality of each submission, the recommendations of the reviewers and specific criteria set forth in this solicitation.

IV. RFP REQUIRED QUESTIONS

RFP Required Questions

The following questions must be answered in full and submitted as an attachment in the DCJS Grants Management System (GMS) as instructed. Please prepare the answers to these questions in a Microsoft Word Document using Arial, 11-point font, 1.5 spacing, and attach in GMS using the *Attachments* module. GMS instructions are in Appendix: *DCJS Grants Management System (GMS) Instructions and Helpful Hints* of this RFP.

A numerical rating will be awarded based on the **completeness** of the response to each of the following questions, as well as completion of the budget module in GMS. The maximum score is **100 points**. A minimum score of 70 percent is necessary to be eligible for funding. Any and all sub-sections must be answered.

Program Narrative - Questions 1 & 2: (0-80 points)

1. Describe the project that will be supported with the funding request. Include all sub-sections below in your description (0-60 points):

✓ ***Where will the project operate? (0-10 points)***

- Describe the physical location of each Livescan/Cardscan to be replaced.

✓ ***When will the project operate? (0-20 points)***

- Provide a timeline for equipment ordering, delivery/installation and operation including any correlated training requirements. Please include within the timeline any time needed for local legislative or town/village council approval. (0-10 points)

- **Include a plan** to ensure the institutionalization of the project once funds are no longer available such as on-going training, equipment maintenance, and warranty issues. (0-10 points)

✓ **Describe the status of current Livescan Equipment. (0-30 points)**

- Provide the number and type(s) of equipment currently in use at your department/agency. (0-5 points)
- Provide the average number of fingerprint submissions generated per unit to be replaced. (Note: Please refer to Appendix: *List of Eligible Law Enforcement Agencies* for the total number of fingerprint submissions to DCJS between October 1, 2018 and September 30, 2019, and then divide by the number of replacement units for which funding is requested.) (0-5 points)
- Provide a detailed justification for the number of device(s) requested in the application. (0-10 points)
- Provide the number of persons trained at each location to operate Livescan equipment. If there is not a trained Livescan operator at the location, please include a plan to obtain training. (0-10 points)

2. Implementing Agency Profile (0-20 points) – Answer all sub-sections within the following question:

✓ **Which host server do you currently utilize to transmit your fingerprints to DCJS (See Appendix: *Eligible Agencies and Servers*)? (0-5 points)**

✓ **Briefly describe your department/agency including:(0-15 points)**

- organizational structure and operational units or divisions. (0-5 points)
- the overall annual operating budget with number of employees (full-time and part-time) and hours of operation. (0-5 points)
- identify within the department/agency where the project will be managed. (0-5 points)

Budget - Question 3: (0-20 points)

3. Complete the budget in the GMS budget module.

✓ **Provide an overall budget in GMS that supports the project presented.**

- The detailed budget lines should be directly related to project implementation and must be sufficiently justified. Please describe the source of matching funds (i.e., seized asset account; local budget) In the justification box enter see "Justification in Question 1". (0-10 points)
- The total of the application budget must include the grant funds requested by the applicant and the 50% cash match amount. Any cash match must clearly identify the source of the funds. For example, applicants requesting \$20,000 through the grant must include \$10,000 match in the proposal budget which will be provided by the applicant. (0-10 points)

Program Work Plan - Question 4: (0 points)

4. Complete the GMS Work Plan module.

✓ Enter "to be determined" for your Project Goal, Objective, Task, and Performance Measure.

- These entries are necessary for the GMS to accept your application. Upon successful application and if approved for an award, DCJS staff will assist awarded agencies in developing an appropriate program work plan to include project goal, objectives, tasks, and performance measures. **Accordingly, there are no points attributed to this component of your application.**

V. NOTIFICATION OF AWARDS

Applicants approved for funding will be notified in writing by DCJS via email to the email address provided in GMS. The terms of the final contract agreement are subject to negotiation between DCJS and the grantee.

For those not approved to receive funding awards, notifications will be both emailed to the contact person and sent by U.S. Postal Service mail.

A debriefing is available to any entity that submitted an application in response to this solicitation and was not successful in receiving an award. Applicants will be accorded fair and equal treatment with respect to an opportunity for a debriefing. A debriefing shall be requested in writing by the unsuccessful Applicant within 15 calendar days of being notified in writing by DCJS that the Application was not selected for an award.

An unsuccessful Applicant's written request for a debriefing must include specific questions that the Applicant wishes to be addressed and must be submitted to DCJS via the funding mailbox at dcjsfunding@dcjs.ny.gov with the following in the subject line: **Request for Debriefing (LIVESCAN)**. The debriefing shall be scheduled to occur within 30 business days of receipt of

written request by DCJS or as soon after that time as feasible.

The preferred method for the debriefing will be in-person, however, upon mutual agreement by all parties, another means such as telephone, webinar, or any combination thereof may occur.

VI. REPORTING REQUIREMENTS

Reporting requirements that are applicable to this funding are provided below:

GMS Progress Reporting

All DCJS-funded programs are required to submit progress reports via GMS. Reports should describe performance and activities in support of the project work plan entered in GMS. For the purposes of this RFP, resulting contracts will have two reporting options. Agencies may submit quarterly progress reports or a one-time "Equipment Only" report in GMS.

Fiscal Reporting

All DCJS funded grantees are required to submit fiscal reports and fiscal claims for payment on the same schedule as they submit progress reports in GMS, either quarterly or a one-time set of vouchers after all equipment is ordered, received and paid for.

Reporting Due Dates:

If reporting quarterly, GMS Progress Reports and Fiscal Claims for Payment and other reports as described are due to DCJS by the following dates:

GMS Progress Reports, Case-specific Reports (if applicable) and Fiscal Claims for Payment (formerly known as State-Aid Vouchers) are due to DCJS by the following dates:

<u>Calendar Quarter</u>	<u>Report Due</u>
July 1 - September 30	October 31
October 1 - December 31	January 31
January 1 - March 31	April 30
April 1 - June 30	July 31

VII. ADMINISTRATION OF CONTRACTS

DCJS will negotiate and develop a contract with each successful applicant. In the event that DCJS and the successful applicant cannot agree to contract terms within ninety days of notification of selection for award DCJS reserves the right to rescind the award and redistribute the funds.

Contract Approval

A grant contract maybe subject to approval by the NYS Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC) before funding may be disbursed. For contracts subject

to the approval of the Attorney General and the Comptroller of the State of New York, the Contract shall be of no force and effect until said approval has been received and indicated thereon.

Contract Term

DCJS will enter into a contract period as noted in this solicitation. DCJS reserves the right to modify the contract term in the best interests of the State.

Contract Activities

All activities must have prior approval from DCJS and meet the guidelines established by the State of New York.

Contract Changes

Contracts resulting from this solicitation may be executed, increased, terminated, renewed, decreased, extended or amended or renegotiated for any reason at the discretion of the Executive Deputy Commissioner of DCJS as a result of contractual performance, changes in project conditions, or as otherwise may be in the best interests of New York State.

Record

The grantee will keep books, ledgers, receipts, personnel time and effort records, consultant agreements and inventory records pertinent to the project and consistent with DCJS contractual provisions and mandated guidelines. In accordance with the standard contract Appendix A-1 (see "Standard Contract Provisions" below), grantee staff whose salaries are paid in whole or in part from grant funds shall maintain a time recording system that shows the time and effort devoted to the grant project.

Liability

Nothing in the contract between DCJS and the grantee shall impose liability on the State of New York for injury or damages incurred during the performance of approved grant activities or caused by the use of equipment purchased with grant funds.

Payments

Payments to reimburse project expenses will be made pursuant to a schedule specified in the contract between the State of New York and the grant award recipient. Where applicable, performance-based expenses will be reimbursed in compliance with the contract milestone performance and costs budget and the project work plan. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

To enroll in e-Payments:

1. Log in to the Vendor Self-Service Portal
2. Select the "Enroll in e-Payments (Direct Deposit)" link
3. Follow the prompts to complete your enrollment

Don't have an account? Enroll in the Vendor Self-Service Portal

Update or add additional bank accounts

See the section *Update or Add Locations* at Update Vendor Information and Access.

For assistance, email ePayments@osc.state.ny.us

Reports

The grantee shall submit all reports to DCJS in a format and time frame as specified in the contract. Progress reports may include a description of the grantee's efforts undertaken during the reporting period and the current status of the project. The progress reports of the grantee's activities under this contract must be submitted electronically as directed by DCJS. Independent of any reporting schedule, all grantees will be required to inform DCJS of any program issues that are significantly impacting program performance. Any project funded under this solicitation must comply with the requirements established by DCJS. The grantee agrees to submit any other reports considered relevant by DCJS.

Performance Review

The grantee's performance in all areas mentioned above, in addition to the services contracted for, will be monitored periodically by DCJS and will take the form of site visits, program file review, written and telephone communication, and any other methods deemed necessary by DCJS to ascertain the quality and quantity of grantee activities.

Disposition of Allocations

DCJS reserves the right to reject Proposals, deny awards, or defer Proposals for future consideration based on insufficient information in the application, lack of accompanying documentation, the inappropriateness of the project proposed, an organizational history of unsuccessful projects of a similar nature, or a history of contract non-compliance.

Revocation of Funds

Funds awarded to an applicant who does not implement an approved project within 90 calendar days of the contract start date may be revoked and redistributed at the discretion of the Executive Deputy Commissioner of the DCJS or his or her designee.

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and

leadership in doing business in New York State, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract(s) resulting from this solicitation. Such partnering with New York State businesses may be as subcontractors, suppliers, protégés or other supporting roles. To assist in demonstrating commitment to the use of New York State businesses in the performance of the contract(s), all applicants must complete the form provided on the DCJS website entitled: Encouraging Use of New York State Businesses in Contract Performance and submit the completed form as an attachment to their application in GMS. There are no points attributable to this component of the application.

Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions on the form located here and attach the completed form, along with your Application, to the NYS Division of Criminal Justice Services' Grants Management System (GMS). There are no points attributable to this component of the application.

Standard Contract Provisions

Any contracts negotiated as a result of this solicitation will be subject to the provisions of Appendix

A, Appendix A-1, Appendix C and Appendix M, which contain the standard clauses for all New York State grant contracts with DCJS. Appendices are available on the DCJS website at <https://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html>.

Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunity (EEO) Requirements

DCJS recognizes its obligation under New York State Executive Law Article 15-A to promote opportunities for the participation of certified minority-and women-owned business enterprises (M/WBEs), as well as the employment of minority group members and women in the performance of DCJS contracts.

Contracts in excess of \$25,000 require grant recipients to document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of grant contracts, as well as the employment of minority group members and women.

Accordingly, applicants requesting in excess of \$25,000 must be prepared to submit a Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form (DCJS-3301), and a Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet (DCJS-3309). For contracts in excess of \$250,000 applicants must also submit an M/WBE Equal Employment Opportunity Staffing Plan (DCJS-3300). All forms are located at <http://www.criminaljustice.ny.gov/ofpa/mwbe/index.htm>.

DCJS will review the submitted Local Assistance M/WBE Equal Employment Opportunity Staffing Plan, the Local Assistance M/WBE Subcontractor/Supplier Utilization Proposal Form, Local Assistance M/WBE NPS Discretionary Budget Determination Worksheet, and Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement and advise the applicant of DCJS' acceptance once an award determination is made. For additional information regarding M/WBE requirements see also <https://www.criminaljustice.ny.gov/ofpa/applcngtrntfrms.html> There are no points attributable to this component of the application.

Sexual Harassment Prevention Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis. Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposals (RFPs), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition to requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all their employees.

Therefore, all applicants to this RFP must complete the certification provided on the DCJS website at https://www.criminaljustice.ny.gov/ofpa/pdfdocs/sexual_harassment_prevention_policy_training_cert.pdf (please copy/paste the link into your browser) and submit the completed certification as an attachment to the application in GMS.

Data Universal Numbering System (DUNS) Registration Requirements

All DCJS funding applicants are required to provide a DUNS number. If you are unsure whether your organization has a DUNS number, check with your Fiscal Officer. New applicants will enter the DUNS number in GMS while completing the Participant section; existing DCJS grantees whose DUNS number is not already on file should email the number to funding@dcjs.ny.gov to have it entered by DCJS staff prior to submission of the application. Any organization needing a DUNS number can register through the following link: <http://fedgov.dnb.com/webform>. Please note the process of requesting and receiving a DUNS number and/or having it entered into GMS by DCJS staff will require additional time. It is strongly recommended that applicants begin this process early.

VIII. PROPOSAL SUBMISSION

A. Grants Management System (GMS)

Proposals must be submitted via the DCJS GMS on-line system. No other format of proposal will be accepted. First time GMS users should download the GMS User Manual located at <http://www.criminaljustice.ny.gov/ofpa/gms.htm> to complete the GMS Registration Form and GMS Signatory Registration Form. Proposals must be complete in order for the GMS submission to be successful. If you need assistance with accessing and using GMS, please contact the DCJS Office of Program Development and Funding (OPDF) GMS Help Desk at (518) 457-9787. Technical assistance with GMS will be available during business hours through the application due date.

Applicants are encouraged to complete the GMS Registration early to avoid any delays caused by potential issues with this automated system.

Faxed and/or email submissions will not be accepted. Also, any Proposals received after the due date and time deadline are subject to disqualification and further review.

B. Specific GMS Instructions for this RFP

The following information is specific to this Livescan Equipment Program RFP. For general guidance and GMS Helpful Hints see Appendix: *Grants Management System (GMS) Instructions and Helpful Hints*.

Accessing the Application on GMS to submit a Proposal:

- ✓ To access a new application in GMS, log on to the system and click on "Project."
- ✓ Click the "New" button at the top of the project grid.
- ✓ This will take you to a screen that says, "Select a Program Office."
- ✓ Using the drop-down box, find and select "**Livescan Equipment Program.**"
- ✓ Click "Create Project." Your application will now be ready to complete.

Completing the Application on GMS:

Each application requires completion of the following on GMS:

- ✓ General information on the general tab
- ✓ Participant name(s) and related contact information for all participating agencies per application
- ✓ Project budget – provide complete budget (including match amount)
- ✓ Certification of Award Conditions
- ✓ Questions: Prepare the answers to the questions provided in this RFP, Section IV in a Microsoft Word document using Arial, 11point font, 1.5 spacing, and attach to GMS using the *Attachments* module. Save and attach the Word document to your application in GMS.
- ✓ Additionally, enter "To Be Determined" in the GMS work plan module asking for a Project Goal, Objective, Task, and Performance Measure. **Note: A work plan will be developed after grant awards are made as part of the contracting process.**

When all of the above requirements and other indicated GMS application components are completed, click the "Submit" button. GMS will review the application for completeness. If any fields are missing, a report will display what remains to be completed. Once all fields are complete and the application is submitted successfully, GMS will display a screen that says, "*Your application has been submitted.*"

IX. PROPOSAL CHECKLIST

Applicants must submit Proposals electronically through the DCJS Grants Management System (GMS). Before submitting the application, ensure completion of the following:

- ✓ Provided complete and updated contact information in GMS.

- ✓ Answered Program Specific Questions #1 and #2 in GMS **and** attached in GMS as a Microsoft Word document.
- ✓ Completed a line item budget in the GMS budget module, Question 3. Be sure to include 50% matching funds and identify the source.
- ✓ Completed the GMS work plan module, Question 4, noting "To Be Determined" as instructed.
- ✓ Completed all necessary contract requirements as outlined in section: ADMINISTRATION OF CONTRACTS.
- ✓ **All Proposals must be received by Noon on Monday, January 13, 2020.**

Appendix: *DCJS GRANTS MANAGEMENT SYSTEM (GMS) INSTRUCTIONS AND HELPFUL HINTS*

See Proposal for additional specific GMS directions.

First time GMS users should download the GMS User Manual located at <http://www.criminaljustice.ny.gov/ofpa/gms.htm>.

Persons familiar with GMS can use the following simplified guidelines:

Getting Started: Sign on to GMS.

Click "Project" to go to project grid. Click the "New" button at the top of the project grid. This will take you to a screen that says "Select a Program Office" in a drop-down box format. Find and highlight "Name of funding program," then click "Create Project."

This begins your application. You may work on the application, save and return to it at a later time, except as noted below. ***Note that GMS will time out after 30 minutes of inactivity.*** That means that you should save your work frequently. Each save re-sets the timer.

In the newly-created project complete the following modules which are listed across the top of the screen:

General - Complete the text screens and press save.

Participants/Contacts - Complete the text screens and press save.

Click on "Add Participant" and in the search prompt that appears type in your agency name. This should take you to a list, find your agency, and click in the blue section of your agency name. This will prompt a drop-down list that defaults to "Grantee." Click "Add." If there will be a separate Implementing Agency, repeat the process, choosing "Implementing Agency" as the Participant Type. In the event your agency is not listed, click the "New" button to add your agency to our database. Please complete all required information on the screen, including the Employer Identification Number (EIN) before you SAVE the entry. GMS will only allow one attempt then locks the entry to edits. Should you still need additional information added to the Participant record, please call GMS Help at (518) 457-9787.

Scroll to the bottom of the screen to add contact information. Click on "Add Contact" and in the search prompt that appears type in the last name of the person to be added. This should take you to a list. Find the person to be added and click in the blue section of the name. This will prompt a drop-down list that defaults to "Primary." Ensure you do this until you have added a minimum of three contacts: Primary, Signatory and Fiscal. If the contact you are attempting to add does not appear in a search, click the "New Contact" button to add the contact to our database.

Note: If the signatory you attempt to add is not eSignature registered, you will get an error message and will not be allowed to add that person at that time. You will NOT be able to

Appendix: Eligible Agencies and Servers

**Fingerprint Submissions to DCJS October 1, 2018
through September 30, 2019**

<u>Contributor ORI</u>	<u>Contributor Agency Name</u>	<u>Submissions</u>
Host Server: Albany City Police Department		
NY0460100	Schenectady City Police Department	2264
NY0450000	Saratoga County Sheriff's Office	2244
NY046013C	Schenectady County Jail	2237
NY0010100	Albany City Police Department	2126
NY045013C	Saratoga County Jail	1924
NY0015300	Colonie Town Police Department	1514
NY056013C	Warren County Jail	1113
NY0450100	Saratoga Springs City Police Department	727
NY0100000	Columbia County Sheriff's Office	622
NY0570000	Washington County Sheriff's Office	614
NY010013C	Columbia County Jail	606
NY0150000	Essex County Sheriff's Office	603
NY0560000	Warren County Sheriff's Office	594
NY0460000	Schenectady County Sheriff's Office	584
NY057013C	Washington County Jail	576
NY0465400	Rotterdam Town Police Department	547
NY0170100	Gloversville City Police Department	441
NY0090100	Plattsburgh City Police Department	439
NY0415200	East Greenbush Town Police Department	431
NY0015100	Bethlehem Town Police Department	413
NY017013C	Fulton County Jail	400
NY0015200	Guilderland Town Police Department	376
NY0560100	Glens Falls City Police Department	360
NY009013G	Clinton County Probation	330
NY0465100	Glenville Town Police Department	319
NY0440100	Ogdensburg City Police Department	301
NY0010200	Cohoes City Police Department	287
NY0470000	Schoharie County Sheriff's Office	242
NY0465200	Niskayuna Town Police Department	211
NY0162400	Malone Village Police Department	207
NY0100100	Hudson City Police Department	198
NY0170200	Johnstown City Police Department	189
NY0192100	Catskill Village Police Department	185

NY0052600	Moravia Village Police Department	6
NY0256000	Nunda Town Police Department	6
NY0252000	Avon Village Police Department	5
NY0223300	Sackets Harbor Village Police Department	4
NY0333000	Marcellus Village Police Department	4
NY0052100	Weedsport Village Police Department	3
NY025013G	Livingston County Probation	3
NY0332400	Jordan Village Police Department	3
NY0332900	Manlius Town Police Department	3
NY0222000	Adams Village Police Department	2
NY0223400	Black River Village Police Department	2
NY0252700	Dansville Village Police Department	2
NY0333200	Skaneateles Village Police Department	2
NY037013G	Oswego County Probation	2
NY0222400	Dexter Village Police Department	1
NY0222500	Glen Park Village Police Department	1
NY0223800	Carthage Village Police Department	1
NY0252100	Caledonia Village Police Department	1
NY0333500	North Syracuse Village Police Department	1
NY0582100	Wolcott Village Police Department	1
NY061013G	Yates County Probation	1

Host Server: Orange County Sheriff's Office

NY035013C	Orange County Jail	4175
NY0350000	Orange County Sheriff's Office	1834
NY0350200	Newburgh City Police Department	1032
NY0357800	Wallkill Town Police Department	836
NY0353500	Port Jervis City Police Department	494
NY0356900	Woodbury Town Police Department	250
NY0522200	Monticello Village Police Department	234
NY0356700	New Windsor Town Police Department	180
NY0357000	Warwick Town Police Department	175
NY0352300	Goshen Village Police Department	134
NY0352600	Monroe Village Police Department	128
NY0525400	Fallsburg Town Police Department	103
NY0357400	Montgomery Town Police Department	81
NY0352800	Walden Village Police Department	67
NY0355200	Cornwall Town Police Department	60
NY0357700	Chester Town Police Department	56
NY0357300	Blooming Grove Town Police Department	47
NY0352000	Washingtonville Village Police Department	43
NY0352400	Highland Falls Village Police Department	38
NY035013G	Orange County Probation	37
NY0355800	Highlands Town Police Department	24



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: SFY 2020-2021 LIVESCAN Equipment Program	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Douglas Solomon
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS DCJS	GRANT SUBMITTAL DATE: 1/13/20	AMOUNT OF AWARD: \$10,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, 50% Cash match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$10,000	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: RFP attached Scope of Project: To purchase and install new Livescan equipment to replace outdated/end of life equipment. The City currently has 1 unit and will be requesting replacement of that unit. The City is requesting \$10,000 with a \$10,000 match which will come from the General Fund Police Budget - per Chief Solomon Key Stakeholders: Project Timeline: (ex. Dates): 4/1/20-6/30/21 <i>Total purchase = \$20,000</i>		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

match to come from 2020 Police Dept. Budget
- per D. Solomon

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:

DATE:

12/19/19

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:

DATE:

12/20/19



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: 12/20/17

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Resolution for 1/9/20 work session

1/13/20 Council meeting

RESOLUTION NO.: _____ - 2020

OF

JANUARY 13, 2020

**A RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COUNCIL AND
THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN
ARBOR DAY FOUNDATION TD GREEN SPACE PROGRAM GRANT IN THE
AMOUNT OF \$20,000.00 TO SUPPORT THE NEWBURGH TREE INVENTORY,
NEW TREE PLANTING, CITY-WIDE TREE MAINTENANCE AND
TREE STEWARDSHIP CAMPAIGN**

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize its application to the Arbor Day Foundation TD Green Space Grant program to support an update to the City of Newburgh Tree Inventory, to continue new tree planting and tree maintenance, and to engage the community and raise awareness for a tree stewardship program; and

WHEREAS, the City of Newburgh Conservation Advisory Council will partner with the Greater Newburgh Parks Conservancy and coordinate with the City of Newburgh Department of Public Works to improve and enhance the City of Newburgh's tree inventory and maintenance programs and promote the City's urban forestry; and

WHEREAS, preference will be given to projects in areas that primarily serve low- to moderate-income residents, such as the City of Newburgh, New York; and

WHEREAS, such grant funding shall be in an amount not to exceed \$20,000.00 and requiring no match from the City; and

WHEREAS, this Council has determined that making such application and accepting such grant funds if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh Conservation Advisory Council and the City Manager be and they are hereby authorized to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of \$20,000.00 to support an update to the City of Newburgh Tree Inventory, to continue new tree planting and tree maintenance, and to engage the community and raise awareness for a tree stewardship program; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant and to take all measures as may be appropriate and necessary to carry out such program.



City of Newburgh

GRANT APPLICATION FORM

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Increasing Newburgh's Tree Canopy to Beat the Urban Heat	NAME OF DEPARTMENT REQUESTING GRANT: Conservation Advisory Council	NAME OF DEPARTMENT HEAD/ SPONSOR AUTHORIZING GRANT: Genie Abrams
NAME OF GRANT/NAME OF AWARING AGENCY: Arbor Day Foundation TD Green Space Grants Program	GRANT SUBMITTAL DATE: Jan. 17, 2020	AMOUNT OF AWARD: \$20,000 max
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: A letter from the City stating their approval of the project and CAC ownership of its execution.

PROJECT PLAN: Update Newburgh Tree Inventory; Engage Community, City and Businesses in Prioritizing Existing Tree Maintenance & New Tree Planting \$ Maintenance; Purchase, Plant and Care for New Trees; Initiate Public Awareness and Neighborhood Tree Stewardship Campaign

Scope of Project: If the primary applicant is not the municipality, a letter of participation must come from the municipality stating their approval of the project and your ownership of its execution and long-term investment in the community.

Key Stakeholders: CAC, Greater Newburgh Parks Conservancy, Dept of Small Interventions

Project Timeline: (ex. Dates) March - December 2020

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO: N/A, no match required

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO: N/A, none required

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

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: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

—

Reilly, Helen

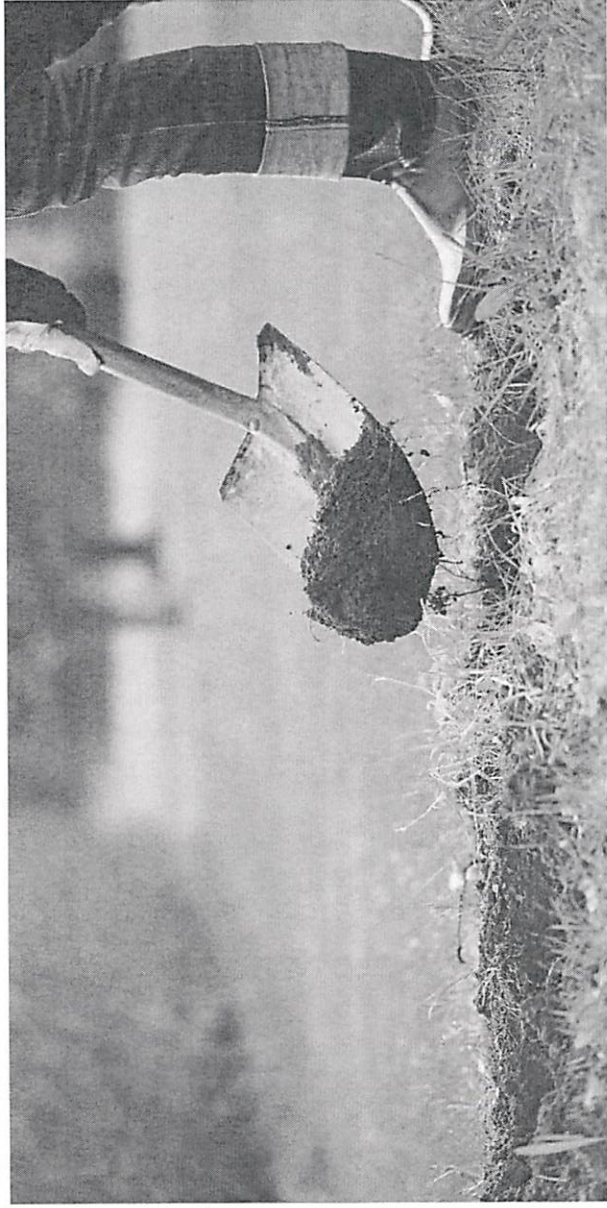
From: Genie Abrams <genieabrams@gmail.com>
Sent: Tuesday, January 07, 2020 1:42 PM
To: Reilly, Helen
Subject: Application for CAC Grant
Attachments: CAC Arbor Day Foundation Grant Application.pdf

Helen, the deadline for this grant that i just learned about yesterday is JAN. 17TH! To have a shot at this \$20K grant (no match required) from the Arbor Day Foundation we have to get on the Work Session Agenda this Thursday (day after tomorrow: Jan. 9). i KNOW it's crazy, but i'd feel terrible if we didn't give it a shot.

The city's grant application form is attached, all filled out.

Do we have a shot?

Genie



Requirements

As the primary applicant, you must:

- Have a vested interest in the success of the project and local connection to the community.
- Preference will be given to applicants based in the community where the project is taking place.

NOTE: If the primary applicant is not the municipality, a letter of participation must come from the municipality stating their approval of the project and your ownership of its execution and long-term investment in the community.

- Meet the TD Green Space Grant eligibility criteria.

- 
- 
- Complete and submit an online application by 11:59 p.m. Pacific time on January 17, 2020.
- 
- 
- 
- 

To complete this application, you will need:

- A general description of the project taking place, including the educational opportunities, project location, partners, proposed budget, timeline, and methods for measuring success.
- A street address for the proposed project.

NOTE: To be eligible for a TD Green Space Grant, your project must take place within TD's footprint in the United States or Canada, with priority being given to projects in areas that primarily serve low- to moderate-income residents or take place in equity-seeking communities.

For U.S. Applicants Only: To identify the LMI status of your project, visit the [FFIEC Geocoding/Mapping System](#). (Type in the exact address with city, state, and zip code then search. When the info comes up on the left, select Census Demographic Data. Look for the Tract Income Level. If your project serves an area that says Low or Moderate, it falls within this parameter.)

- Letter(s) of participation from any main project partners that will be collaborating to complete the project.

For your convenience, template language has been provided, or feel free to create your own. Your application will NOT be considered complete until this letter is submitted.

[VIEW TEMPLATE LANGUAGE](#)

If you are selected to receive a grant, your community will be expected to:

- Sign and return Grant Agreement and W9 form by March 11, 2020.
- Attend 1–2 planning calls throughout the course of the grant cycle.
- Complete the proposed project by November 30, 2020.

-  Submit a final accomplishment report by December 18, 2020. Exceptions to the reporting deadline may be granted at the discretion of TD and the Arbor Day Foundation.
- Hold a community engagement event, which includes both community and TD representatives. This event can take place anytime during the grant cycle, but the selected date must be communicated to the Arbor Day Foundation at least 8–10 weeks prior to the event taking place. Examples of events include a community's annual Arbor Day celebration, a project groundbreaking/launch, or tree planting.
- Provide opportunities over the course of the project for local TD employees to be engaged as volunteers.

Start Your TD Green Space Grant Application Today

APPLY NOW

Veillez noter svp – Si vous nécessitez la version française de cette demande, merci de cliquer ici.

TD Green Space Grants is a TD Bank Group program administered by the Arbor Day Foundation.

Questions? Contact the grants administrator at TDGreenSpaceGrants@arborday.org.



FRANÇAIS



TD Green Space Grant Information

TD Green Space Grants support green infrastructure development, tree planting, forestry stewardship, and community green space expansion as a way to advance environmental and economic benefits toward a low-carbon economy. Through the program, municipalities in the United States and Canada are eligible to receive \$20,000 (USD) – \$25,000 (CAD) grants in support of local forestry projects in areas of great need within a community.

The 2020 theme for the program is, *“Beat the Heat: Using Green Infrastructure to Cool Down Urban Heat Islands.”*

TD Bank Group is supporting this program through its corporate citizenship platform, The Ready Commitment, which aspires to help create a more inclusive and sustainable tomorrow.

To be eligible for a TD Green Space Grant, your project must take place within TD's footprint in the United States or Canada, with priority being given to projects in areas that primarily serve low- to moderate-income residents or take place in underserved communities. A list of eligible states and provinces can be found within the Eligibility Requirements.

This is a reimbursement grant — funds will be provided upon completion of your project and a final report. No more than 50% of the proposed funding may be used to purchase new trees.

For communities applying within the U.S., preference will be given to currently recognized Tree City USA communities or those interested in becoming a Tree City USA community over the next calendar year.

Start Your TD Green Space Grant Application Today

APPLY NOW

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TD Green Space Grants is a TD Bank Group program administered by the Arbor Day Foundation.

Questions? Contact the grants administrator at TDGreenSpaceGrants@arborday.org.

Evaluation Process

TD Green Space Grant applications will be reviewed and evaluated by representatives from the Arbor Day Foundation and TD based on the following criteria:



Arbor Day Foundation



INNOVATION

Demonstrates an understanding of the purpose of the TD Green Space Grant program, which is also evident in how the program seeking funding promotes innovative practices and tools in community urban forestry and green space management. Special consideration will be given to those projects that address the current year's program theme, *"Beat the Heat: Using Green Infrastructure to Cool Down Urban Heat Islands."*



PARTNERSHIP AND COMMUNITY INVOLVEMENT

Demonstrates ability to involve the community, corporate sector, other nonprofit organizations and volunteers in the program. Projects that exemplify these criteria would include community or school engagement events like educational fairs, public trainings, art projects, hands-on learning experiences, etc. Projects are also encouraged to engage diverse communities.



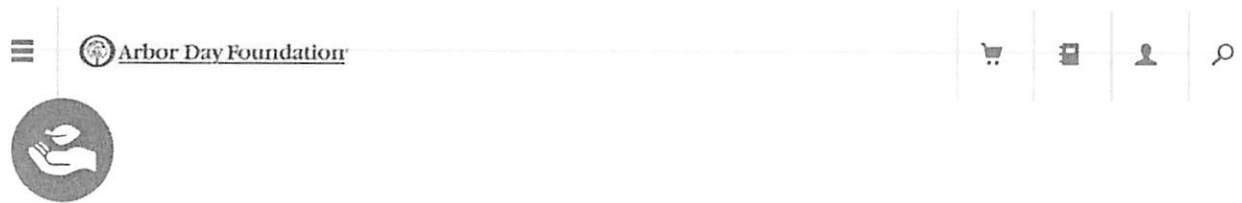
TECHNICAL TRAINING/EXPERTISE

The municipality, together with local partners, is committed to the training and continuing education of community staff and volunteers through workshops, accreditation, conferences, etc. Expertise is also present or can be sought to guide the municipality in its efforts.



MEDIA OUTREACH AND SIGNAGE

A commitment to publicize the program, the Arbor Day Foundation, and TD through a community engagement event.



PROJECT MAINTENANCE

A maintenance plan is in place to ensure survivability of new trees.



PROGRAM EVALUATION

Ability to provide key metrics around green space and canopy acres expanded, while also tracking and producing priority reporting concerning trees planted, Greenhouse Gas (GHG) reduction, and additional ecosystem services created through funded programs and projects.



FISCAL RESPONSIBILITY

Proposed project budget shows organization's fiscal responsibility and integrity with regards to financial stewardship.

ENGLISH

FRANÇAIS



Eligibility

To be eligible for a TD Green Space Grant, your municipality must meet the following criteria:

- ☐ Projects must take place within TD's footprint in the United States or Canada. Preference will be given to projects in areas that primarily serve low- to moderate-income residents or take place in equity-seeking communities.
- ☐ Primary applicant must have a vested interest in the success of the project and local connection to the community. Preference will be given to applicants based in the community where the project is taking place.
- ☐ Special consideration will be given to those projects that address the current year's program theme, *"Beat the Heat: Using Green Infrastructure to Cool Down Urban Heat Islands."*

-   Primary applicants are strongly encouraged to apply in partnership with community partners such as the municipality, nonprofit organizations, schools, businesses, etc.

Note: If the primary applicant is not the municipality, a letter of participation must come from the municipality stating their approval of the project and your ownership of its execution and long-term investment in the community.

 For U.S. Applicants Only:

-  Preference will be given to currently recognized Tree City USA communities or those interested in becoming a Tree City USA community over the next calendar year.
-  To identify the LMI status of your project, visit the FFIEC Geocoding/Mapping System. (Type in the exact address with city, state, and zip code then search. When the info comes up on the left, select Census Demographic Data. Look for the Tract Income Level. If your project serves an area that says Low or Moderate, it falls within this parameter.)

List of Eligible States and Provinces

ELIGIBLE U.S. STATES

Connecticut

Delaware

Florida

Maryland

Maine

Massachusetts

New Hampshire

ELIGIBLE CANADIAN PROVINCES & TERRITORIES

Alberta

British Columbia

Manitoba

New Brunswick

Newfoundland and Labrador

Nova Scotia

Ontario

 **Arbor Day Foundation**

Prince Edward Island



New York

Quebec

North Carolina

Saskatchewan

Pennsylvania

Yukon

Rhode Island

Northwest Territories

South Carolina

Vermont

Virginia

District of Columbia

Start Your TD Green Space Grant Application Today

APPLY NOW

Veillez noter svp – Si vous nécessitez la version française de cette demande, merci de cliquer [ici](#).

TD Green Space Grants is a TD Bank Group program administered by the Arbor Day Foundation.

Questions? Contact the grants administrator at TDGreenSpaceGrants@arborday.org.

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

MEMORANDUM

TO: Councilman Anthony Grice
Councilman Jonathan Jacobson
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilwoman Hillary Rayford
Councilwoman Patty Sofokles
Mayor Torrance Harvey

FROM: Michelle Kelson, Corporation Counsel

RE: Resolution No. 310-2018 of October 22, 2018
Amending the 2018 Council Rules and Order of Procedure

CC: Michael G. Ciaravino, City Manager

DATE: October 23, 2018

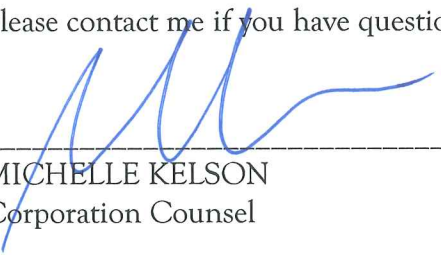
Attached please find a certified copy of Resolution No. 310-2018 of October 22, 2018 amending the 2018 Council Rules and Order of Procedure as amended. The amendments are as follows:

- Rule III(D): Resolutions, ordinances, and local laws may not be introduced at the regular meeting if the addition will increase the number of items above the work session limit.
- Rule X: There will be a maximum of 20 work session agenda items and presentations. Presentations are limited to 10 minutes. Priority will be given for items that have a deadline by which Council action is needed instead of a purely first-come, first-served basis. Executive session items are excluded from the maximum number of work session agenda items because those items tend to be important matters where Council consideration and action cannot often be delayed to the next work session.

The 2018 Rules and Order of Procedure will take effect for the next work session scheduled for Thursday, November 8, 2018 and the next regular City Council meeting scheduled for Tuesday, November 13, 2018.

A clean copy of the 2018 Rules and Order of Procedure, as amended, is attached for your reference.

Please contact me if you have questions or need more information.



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

RESOLUTION NO.: 310 - 2018

OF

OCTOBER 22, 2018

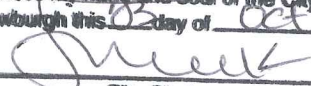
A RESOLUTION AMENDING RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2018

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

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

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

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

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Oct. 22, 2018
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 02 day of Oct. 20 18

City Clerk

**City of Newburgh City Council
Rules of Order and Procedure**

Rule I: General Rules of Procedure

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

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

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

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

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

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

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

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

H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to

comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

- I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.
- J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

- A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances. Further comments from the Council shall be limited to 3 minutes for each Council Member.
- B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

- A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.
- B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.
- C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.
- D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. No resolution, ordinance or local law may be introduced at a meeting if it will result in exceeding the maximum number of work session items set forth in Rule X. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

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

Rule V. Participation of City Manager and Staff

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

Rule VI. Suspension of the Rules

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

Rule VII. Guidelines for Public Comment

- A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.
- B. Speakers must adhere to the following guidelines:
 - 1. Speakers must be recognized by the presiding officer.
 - 2. Speakers must step to the front of the room.
 - 3. Speakers must give their name, street name without number and organization, if any.
 - 4. Speakers must limit their remarks to 3 minutes. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
 - 5. Speakers may not yield any remaining time they may have to another speaker.
 - 6. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
 - 7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option

to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.

8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

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

Rule VIII. Use of Recording Equipment

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

Rule IX. Rules for Public Hearings

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

- (a) The Presiding Officer shall recognize each speaker when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.
- (b) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.

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

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

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

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

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The number of work session items and presentations shall be limited to 20. Presentations shall be limited to 10 minutes. Priority shall be given to those items which require the action of the City Council before the next regularly scheduled work session. Items considered in Executive Session shall be excluded from the maximum number of work session items.

Rule XI. Robert's Rules of Order

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

Rule XII. Adoption of Ordinances

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

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

Date Adopted: May 14, 2001

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