



City of Newburgh Council Work Session  
*Sesion de trabajo del Concejal de la  
Ciudad de Newburgh*  
October 24, 2024  
6:00 PM

Council Meeting Presentations/ Presentaciones de la Reunion General

1. Public Hearing - Local Law amending City Charter Section C4.00 to increase the annual salary of the Mayor and Council Members

There will be a public hearing on Monday, October 28, 2024, to receive public comments concerning a Local Law amending Section C4.00 entitled "Legislative Powers fixed in Council" of the City Charter of the City of Newburgh to increase the salaries of the Mayor and Council Members

*Habr  una audiencia p blica el lunes 28 de octubre de 2024 para recibir comentarios p blicos sobre una ley local que modifica la Secci n C4.00 titulada "Poderes legislativos fijados en Consejo" de los Estatutos de la Ciudad de Newburgh para aumentar los salarios del Alcalde y de los Concejales*

Finance/Finanza

2. Orange County Exemption for City Reservoir and Filter Plant Properties for 2026

Resolution requesting an exemption from County taxes for the City's reservoir and filter plant properties for the year 2026

*Resoluci n que solicita una exenci n de los impuestos del Condado para las propiedades de deposito y plantas de filtro de la Ciudad para el a o 2026*

Water Department/ Departamento de Agua

3. Contract with Quest Environmental Services

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for pre-renovation environmental testing for the Water Filtration Plant Improvements Project at a cost of \$4,510.00

*Resoluci n que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para realizar pruebas medioambientales antes de la renovaci n del Proyecto de Mejoras de la Planta de Filtraci n de Agua por un costo de \$4,510.00*

## Planning and Economic Development/Planificación y Desarrollo Económico

### 4. Purchase of 317 Dupont Avenue

Resolution to authorize the conveyance of real property known as 317 Dupont Avenue (Section 13, Block 10, Lot 4) at private sale to George Dunlop, Jr. for the amount of \$10,000.00

*Resolución que autoriza la transmisión de bienes raíces conocidos como 317 Dupont Avenue (Sección 13, Bloque 10, Lote 4) en venta privada a George Dunlop, Jr. por el monto de \$10,000.00*

## Local Laws/Leys Locales

### 5. Local Law authorizing a Property Tax Levy in Excess of the GML Section 3-c Limit

Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

*Ley Local autorizando un gravamen del impuesto sobre la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipal General*

## Executive Session/ Sesión Ejecutiva

### 6. Proposed, pending or current litigation

*Litigio propuesto, pendiente o actual*

RESOLUTION NO.: 220 - 2024

OF

OCTOBER 15, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 28, 2024  
TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING  
SECTION C4.00 ENTITLED 'LEGISLATIVE POWERS FIXED IN COUNCIL'  
OF THE CITY CHARTER OF THE CITY OF NEWBURGH" TO INCREASE  
THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to Increase the Annual Salary of the Mayor and Council Members"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of October, 2024 in the Third Floor, Council Chambers, City Hall, 83 Broadway, Newburgh, New York; and

I, Katrina Cotten, 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 10/15/24 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 16th day of Oct, 2024

Katrina Cotten  
City Clerk

LOCAL LAW NO.: \_\_\_\_\_ - 2024

OF

\_\_\_\_\_, 2024

**A LOCAL LAW AMENDING SECTION C4.00  
ENTITLED “LEGISLATIVE POWERS FIXED IN COUNCIL”  
OF THE CITY CHARTER OF THE CITY OF NEWBURGH  
TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS**

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

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law Amending Section C4.00 entitled ‘Legislative Powers fixed in Council’ of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members”.

**SECTION 2 - AMENDMENT**

**§ C 4.00 of the City Charter is hereby amended as follows:**

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the “Council of the City of Newburgh” to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of \$25,000, the two Council Members elected by the qualified voters of the City shall receive an annual salary of \$22,500, and the four Council Members elected by the qualified voters from the wards from which they are elected shall receive an annual salary of \$20,000 ~~and the other six members of the Council shall each receive an annual salary of \$12,000~~, payable in equal monthly installments.

**SECTION 3 - SEVERABILITY**

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included

~~Strikethrough~~ denote deletions

Underlining denotes additions

therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

#### **SECTION 4 - CODIFICATION**

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

#### **SECTION 5 - VALIDITY**

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

#### **SECTION 6 - EFFECTIVE DATE**

This Local Law shall take effect on January 1, 2025 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

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~~Strikethrough~~ denote deletions  
Underlining denotes additions

RESOLUTION NO.: \_\_\_\_\_ - 2024

OF

OCTOBER 28, 2024

**A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY  
TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT  
PROPERTIES FOR THE YEAR 2026**

**BE IT RESOLVED**, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorem levies and special assessments through December 31, 2026, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

| <u>OWNER</u>     | <u>MUNICIPALITY</u> | <u>TAX PARCEL NO.</u> |
|------------------|---------------------|-----------------------|
| CITY OF NEWBURGH | TOWN OF NEW WINDSOR | 4 - 1 - 38            |
|                  |                     | 4 - 1 - 35            |
|                  |                     | 4 - 3 - 1.1           |
|                  |                     | 4 - 1 - 12.2          |
|                  |                     | 4 - 1 - 9.21          |
|                  |                     | 4 - 1 - 10            |
|                  |                     | 32 - 2 - 53           |
|                  | TOWN OF NEWBURGH    | 75 - 1 - 17           |
|                  |                     | 97 - 3 - 17           |
|                  |                     | 97 - 2 - 22.1         |
|                  |                     | 97 - 3 - 10           |
|                  |                     | 97 - 1 - 44; and      |

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to execute an Agreement, a copy of which is annexed hereto, with the County of Orange to effectuate such exemption.

AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between

THE CITY OF NEWBURGH, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at City Hall, 83 Broadway, in the City of Newburgh, County of Orange, State of New York; and

THE COUNTY OF ORANGE, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at the Orange County Government Center, Main Street in the Village of Goshen, County of Orange and State of New York,

WHEREAS, the City of Newburgh is the owner of several parcels of real property located in the Towns of Newburgh and New Windsor, Orange County, New York and designated on the official tax map of said towns as set forth in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, The City of Newburgh uses said property for the operation of a water filtration plant and reservoirs exclusively; and

WHEREAS, The County of Orange has in the past, imposed taxes against said parcels of real property; and

WHEREAS, Section 406(3) of the Real Property Tax Law of the State of New York in essence, inter alia, provides that real property owned by a municipality with a population of less than 100,000 people, which property is located without its corporate limits and is used as a reservoir or water filtration plant may be wholly or partially exempt from taxation, special ad valorem levies, and special assessments, provided that the governing board of the taxing authorities so agree in writing; and

WHEREAS, the aforesaid relief from County taxes was requested by said municipality by Resolution Number \_\_\_\_-2024 of October 28, 2024 of The City of Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by Resolution Number \_\_\_\_\_ of \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, of the Orange County Legislature, it appearing that such agreement would be in the best interests of the citizens of Orange County,

NOW, THEREFORE, in consideration of the premises and pursuant to Real Property Tax Law, Section 406 (3), it is agreed as follows:

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and exclusively used as a water filtration plant and reservoir properties, which properties are located in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and which properties are designated by section, block and lot in Schedule "A", annexed hereto on the official tax map of said towns, from all taxation, special ad valorem levies, and special assessments levied by Orange County for the County tax year, January 1, 2026 to December 31, 2026 so long as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax year after December 31, 2026, unless the Orange County Legislature specifically renews or extends the same before the applicable taxable status date for any such year.

3. The County of Orange expressly reserves its right to impose, levy and collect with respect to the subject premises, any financial obligation not specifically excluded by the provisions of Real Property Tax Law, Section 406 (3).

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

[SEAL]

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2024

[SEAL]

THE COUNTY OF ORANGE

By: \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus,  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
JANICE GASTON  
City Comptroller

# SCHEDULE "A"

| <u>OWNER</u>     | <u>MUNICIPALITY</u> | <u>TAX PARCEL NO.</u> |
|------------------|---------------------|-----------------------|
| CITY OF NEWBURGH | TOWN OF NEW WINDSOR | 4 - 1 - 38            |
|                  |                     | 4 - 1 - 35            |
|                  |                     | 4 - 3 - 1.1           |
|                  |                     | 4 - 1 - 12.2          |
|                  |                     | 4 - 1 - 9.21          |
|                  |                     | 4 - 1 - 10            |
|                  |                     | 32 - 2 - 53           |
|                  | TOWN OF NEWBURGH    | 75 - 1 - 17           |
|                  |                     | 97 - 3 - 17           |
|                  |                     | 97 - 2 - 22.1         |
|                  |                     | 97 - 3 - 10           |
|                  |                     | 97 - 1 - 44           |



# County Legislature

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Katherine E. Bonelli, Chairwoman  
Jean M. Ramppen, Clerk

255 Main Street – 2<sup>nd</sup> Fl  
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

October 1, 2024

Hon. Torrance Harvey  
City of Newburgh  
83 Broadway, City Hall  
Newburgh, New York 12550

Dear Mayor Harvey:

Your agreement with the County of Orange providing for the exemption from county taxation on certain real property located in the Towns of New Windsor and Newburgh for use of your city water system will expire on December 31, 2025.

If you wish the County Legislature to exempt these properties for the year 2026, please notify this office with a copy of a resolution (which states the exemption year) adopted by your city council by December 16, 2024.

A schedule of the properties that were exempt for 2025 is enclosed for your information. Please compare it to the resolution you will be adopting this year.

Very truly yours,

  
Jean M. Ramppen, Clerk  
Orange County Legislature

cc: City Clerk

## SCHEDULE A

### MUNICIPALITY

### LOCATION

### TAX PARCEL NO.

City of Middletown

Town of Wallkill

999-1-21  
999-1-22  
999-1-23  
999-1-24  
999-1-25  
999-1-26  
999-1-27  
999-1-28  
999-1-29  
999-1-19  
999-1-20  
48-1-5.12  
48-1-5.112  
48-1-5.2  
48-1-6.1  
64-1-2  
69-1-15  
999 -1-20.1  
49-1-32  
49-1-62.2  
64 -1-4.1  
69-1-1.2  
64-1-47.322  
49-1-85.41

City of Middletown

Town of Mount Hope

12-1-23  
14-1-44.1  
14-1-76  
14-1-5  
14-1-127  
17-1-19  
16-1-32.22  
16-1-74  
16-1-35  
16-1-37.2  
16-1-36.211  
16-1-71.1

City of Newburgh

Town of New Windsor

4-1-38  
4-1-35  
4-3-1.1  
4-1-12.2  
4-1-9.21  
4-1-10  
32-2-53

City of Newburgh

Town of Newburgh

75-1-17  
97-3-17  
97-2-22.1  
97-3-10  
97-1-44

|                               |                     |                                                                                                                                                                                                                                                                                        |
|-------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Port Jervis           | Town of Deerpark    | 54-1-35.1<br>52-1-2<br>52-1-54.1<br>35-1-8.2<br>57-1-40                                                                                                                                                                                                                                |
| Village of Chester            | Town of Monroe      | 18-5-11<br>18-5-4<br>19-1-3.2<br>10-3-9<br>13-1-28<br>8-1-78<br>8-1-35<br>8-1-77<br>8-1-24<br>8-1-23<br>8-1-22<br>8-1-21<br>8-1-16<br>8-1-14<br>8-1-13<br>8-1-12<br>8-1-11<br>8-1-10<br>8-1-9<br>8-1-8<br>8-1-39<br>8-1-40<br>8-1-54<br>8-1-53<br>8-1-42<br>8-1-44<br>8-1-45<br>8-1-46 |
| Village of Cornwall-on-Hudson | Town of Cornwall    | 31-1-15<br>29-1-54<br>29-1-50<br>4-2-56<br>32-1-17                                                                                                                                                                                                                                     |
| Village of Cornwall-on-Hudson | Town of New Windsor | 65-1-20                                                                                                                                                                                                                                                                                |
| Village of Goshen             | Town of Goshen      | 13-1-32.61<br>15-1-8<br>15-1-48<br>15-1-50                                                                                                                                                                                                                                             |
|                               | Town of Wallkill    | 61-1-43                                                                                                                                                                                                                                                                                |
| Village of Highland Falls     | Town of Highlands   | 1-1-2                                                                                                                                                                                                                                                                                  |

|                        |                            |             |
|------------------------|----------------------------|-------------|
| Village of Kiryas Joel | Town & Village of Woodbury | 213-1-64.1  |
|                        | Town & Village of Woodbury | 213-1-49    |
|                        | Town & Village of Woodbury | 202-1-19    |
|                        | Town & Village of Woodbury | 205-4-8     |
|                        | Town & Village of Woodbury | 999-7-2     |
|                        | Town & Village of Woodbury | 999-7-1     |
|                        | Town & Village of Woodbury | 247-4-16    |
|                        | Town & Village of Woodbury | 207-1-10.2  |
|                        | Town of Monroe             | 2-1-20      |
|                        | Town of Monroe             | 2-1-22      |
|                        | Town of Monroe             | 2-1-23      |
|                        | Village of Monroe          | 216-1-46.21 |
|                        | Town of Cornwall           | 36-1-56     |
|                        | Town of Cornwall           | 34-1-83     |
|                        | Town of Cornwall           | 5-3-4.2     |
|                        | Town of Cornwall           | 4-2-55      |
|                        | Town of Cornwall           | 4-2-54      |
|                        | Town of Cornwall           | 7-5-1       |
|                        | Town of Cornwall           | 12-1-1.22   |
|                        | Town of Cornwall           | 12-1-1.32   |
|                        | Town of Cornwall           | 9-1-1.1     |
|                        | Town of Cornwall           | 10-1-3      |
|                        | Town of Cornwall           | 10-1-4      |
|                        | Town of Cornwall           | 10-1-5      |
|                        | Town of New Windsor        | 35-1-79.22  |
|                        | Town of New Windsor        | 35-1-86.1   |
|                        | Town of New Windsor        | 36-1-30     |
|                        | Town of New Windsor        | 36-1-14     |
|                        | Town of New Windsor        | 65-1-22.2   |
|                        | Town of New Windsor        | 36-1-11     |
|                        | Town of New Windsor        | 67-5-15     |
|                        | Town of New Windsor        | 67-5-16     |
|                        | Town of New Windsor        | 67-4-10     |
|                        | Town of New Windsor        | 67-4-13.1   |
|                        | Town of New Windsor        | 999-1-186   |
|                        | Town of New Windsor        | 999-1-187   |
| Village of Maybrook    | Town of Hamptonburgh       | 3-1-6       |
| Village of Montgomery  | Town of Montgomery         | 28-1-63     |
| Village of Tuxedo Park | Town of Tuxedo             | 213-3-12    |
| Village of Walden      | Town of Montgomery         | 10-1-4.21   |
|                        |                            | 2-1-24.1    |
|                        |                            | 2-1-24.21   |
|                        |                            | 2-1-25.11   |

RESOLUTION NO.: \_\_\_\_\_ - 2024

OF

OCTOBER 28, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)  
FOR PRE-RENOVATION ENVIRONMENTAL TESTING FOR  
THE WATER FILTRATION PLANT IMPROVEMENTS PROJECT  
AT A COST OF \$4,510.00**

**WHEREAS**, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for pre-renovation environmental testing in connection with renovations at the Water Filtration Plant; and

**WHEREAS**, the proposal includes evaluation and sampling for lead, asbestos and PCBs; and

**WHEREAS**, the cost for these services will be \$4,510.00 and funding shall be derived from F.8310.0448; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for pre-renovation environmental testing for the Water Filtration Plant Improvements Project at 493 Little Britain Road at a cost of \$4,510.00.

# QuES & T

Quality Environmental Solutions & Technologies, Inc.

October 10, 2024

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

**ATTN: Jason C. Morris**

Via E-mail: [JMorris@cityofnewburgh-ny.gov](mailto:JMorris@cityofnewburgh-ny.gov)

Re: City of Newburgh Water Treatment Plant  
Request for Proposal – Pre-Renovation Environmental Testing Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to provide Pre-Renovation Environmental Testing Services in support of future renovations to the City of Newburgh Water Treatment Plant, located at 493 Little Britain Road, Newburgh, NY 12550.

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

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

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

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

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

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

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

Sincerely,



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

**PRE-RENOVATION ENVIRONMENTAL TESTING SERVICES**  
**for**  
**CITY OF NEWBURGH**  
**83 Broadway**  
**Newburgh, NY 12550**  
**at**  
**CITY OF NEWBURGH WATER TREATMENT PLANT**  
**493 Little Britain Road**  
**Newburgh, NY 12550**

*QuES&T agrees to provide the following services:*

➤ **Pre-Renovation Asbestos Survey**

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Pre-Renovation Asbestos Survey throughout accessible interiors and/or exteriors of the above-referenced location.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Identify estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM) for inclusion in the pre-construction environmental survey report.

**Pre-Renovation XRF Lead-Based Paint Survey**

- Provide Niton-certified IH Technician(s) to perform representative In-Situ measurements using a Niton XLp Model 300A XRF Meter on accessible, representative painted surfaces & immovable objects throughout accessible interiors and/or exteriors of the above-referenced locations.
- Locations and quantity of representative In-situ measurements will be based on the observed homogeneity of painted surfaces.
- Sequential and summary reports will be provided of all surfaces tested.
- Summarize lead-based paint identified for inclusion in the environmental survey report.

**Pre-Renovation PCB Caulk Survey**

- Provide IH Technician(s) to identify the presence of PCB's.
- Perform collection and analysis of suspect PCB-containing caulks throughout accessible interiors and/or exteriors of the above-referenced locations.
- Stored chemicals, solvents, concealed tanks, and historical chemical spills are not included.
- Identify estimated quantities and locations of identified PCB-containing caulks for inclusion in the environmental survey report.

*QuES&T Services Cont'd...*

**Pre-Renovation Universal/Hazardous Waste Inventory**

- The intent of this survey is limited to visual identification and limited visual inspection to identify the potential presence of Universal/Hazardous Wastes.
- Concealed tanks and historical chemical spills are not included.
- No sampling or laboratory analysis will be included as part of this limited visual inspection and survey.
- Identify estimated quantities, locations and types universal/hazardous wastes for inclusion in the environmental survey report.

**PRE-RENOVATION ENVIRONMENTAL TESTING SERVICES**

for  
**CITY OF NEWBURGH**  
83 Broadway  
Newburgh, NY 12550

at  
**CITY OF NEWBURGH WATER TREATMENT PLANT**  
493 Little Britain Road  
Newburgh, NY 12550

**COST ESTIMATE**

➤ **PRE-CONSTRUCTION ENVIRONMENTAL TESTING SERVICES**

|                                                      |                        |
|------------------------------------------------------|------------------------|
| Inspection Labor/Travel                              | \$ 1,220.00            |
| PLM Bulk Sample Analysis (40 samples @ \$19/sample)  | \$ 760.00 <sup>A</sup> |
| PLM-NOB/QTEM Bulk Sample Analysis (30 @ \$49/sample) | \$ 1,470.00            |
| PCM Bulk Sample Analysis (3 samples @ \$100/sample)  | \$ 300.00 <sup>A</sup> |
| XRF Equipment Rental (1 day @ \$175/day)             | \$ 175.00              |
| Pre-Renovation Environmental Testing Report          | \$ 585.00              |
| <b>Estimated Inspection Total \$4,510.00</b>         |                        |

A. *As per the testing requirements, for surfacing materials, set forth in the NYSDOH communication, dated May 6, 2016, if vermiculite is present (regardless of the amount), one of the two approved methods must be used for the detection and quantitation of asbestos content.*

If Vermiculite is detected, within surfacing materials sampled (NYS ELAP 198.1), as per the NYSDOH guidelines, samples will be analyzed in conformance with NYS ELAP 198.8. Sample analysis is \$300/sample analyzed on a two-week turnaround time.

Prior to sample analysis, the lab will notify **QuES&T** the number of samples containing vermiculite, who in turn will review associated costs with **City of Newburgh** for approval to move forward with analysis.

**\*NOTES:**

1. Estimated number of samples to be collected/analyzed. Client shall be charged for actual services rendered and samples analyzed.
2. Sample analysis turnaround (TAT) commences upon laboratory receipt of samples and excludes Weekends & Holidays.

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Localized demolition will be performed to access representative concealed surfaces, as practicable. ***Client/Representatives*** recognize & agree that ACM/LBP/PCB/Universal/Hazardous Wastes concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and equipment shall be by ***Client / Representatives***.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM/LBP/PCB/Universal/Hazardous Wastes during the inspection process. However, clean-up of ACM/LBP/PCB/Universal/Hazardous Wastes disturbed or dislodged during the inspection process shall be the responsibility of ***Client / Representatives***.
- ***Client / Representatives*** shall be responsible for providing immediate access into all inspection areas and securing same upon completion of inspection activities.
- Inspection work to be conducted upon receipt of written Notice to Proceed and/or associated Purchase Order Number.
- Inspection work to be conducted during normal weekday business hours (Mon–Fri, 8am–5pm). ***Client / Representatives*** will provide access to all respective buildings concurrently.

## ACCEPTANCE OF PROPOSAL #P24-9146

**Payment Terms:** *Payment Shall Be Net 30 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.*

By \_\_\_\_\_  
*Signature*                      *Print Name & Title*                      *Date*

RESOLUTION NO.: \_\_\_\_\_ - 2024

OF

OCTOBER 28, 2024

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 317 DUPONT AVENUE (SECTION 13, BLOCK 10, LOT 4)  
AT PRIVATE SALE TO GEORGE DUNLOP, JR.  
FOR THE AMOUNT OF \$10,000.00**

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

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

**WHEREAS**, the City of Newburgh desires to sell a parcel of real property identified as 317 Dupont Avenue, being more accurately described as Section 13, Block 10, Lot 4 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before Friday, January 31, 2025, 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> |
|-------------------------|----------------------------|--------------------|-----------------------|
| 317 Dupont Avenue       | 13 - 10 - 4                | George Dunlop, Jr. | \$10,000.00           |

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

# Terms and Conditions of Sale

## 317 Dupont Avenue, City of Newburgh (SBL: 13-10-4)

### 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 on the City of Newburgh Tax Map.
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 City/County taxes for the year 2024, school taxes for the tax year 2024-2025, 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 City/County taxes for the year 2024, school taxes paid by the City for the tax year 2024-2025, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh 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 cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall not be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. The property is sold subject to an owner-occupancy restriction. Purchaser has agreed to purchase the property subject to a ten (10) year owner occupancy restriction. Purchaser shall, within 18 months of the delivery of the deed, establish domicile and principal residence at said premises and maintain domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms and Conditions of Sale.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

#### ACKNOWLEDGED AND AGREED

Date: \_\_\_\_\_

\_\_\_\_\_  
George Dunlop, Jr.

LOCAL LAW NO.: \_\_\_\_\_ - 2024

OF

OCTOBER 28, 2024

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT  
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

**SECTION 1. LEGISLATIVE INTENT**

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law Section 3-c.

**SECTION 2. AUTHORITY**

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

**SECTION 3. TAX LEVY LIMIT OVERRIDE**

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

**SECTION 4. SEVERABILITY**

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court’s order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**SECTION 5. EFFECTIVE DATE**

This local law shall take effect immediately upon filing with the Secretary of State.