

RESOLUTION NO.: 120 - 2014

OF

MAY 12, 2014

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH BARTON AND LOGUIDICE, P.C. IN THE AMOUNT OF \$26,280.00 FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF THE CITY OF NEWBURGH WATER STORAGE TANKS

WHEREAS, by Resolution No. 252 -2011 of December 12, 2011, the City of Newburgh through a competitive process in which proposals for professional engineering services were solicited, reviewed and evaluated, the City Council authorized the City Manager to execute a contract with Barton and Loguidice, P.C., for professional services in connection with the repair or replacement of the City of Newburgh Water Storage Tanks; and

WHEREAS, by Resolution No. 144-2013 of July 15, 2013, the City Council of the City of Newburgh awarded a bid to and authorized the execution of a contract with DN Tanks, Inc. for the replacement of the Marne Avenue Water Storage Tank; and

WHEREAS, by Resolution No.: 27-2014 of February 10, 2014, this Council authorized a no-cost change order to the construction contract for the replacement of the Marne Avenue Water Storage Tank and an extension of time for the final completion of construction contract with DN Tanks Inc.; and

WHEREAS, Barton and Loguidice has submitted a proposal, a copy of which is annexed hereto, for additional engineering services related to the construction phase of the replacement of the Marne Avenue Water Storage Tank and the design and contract administration phase of the repair of the Ellis and Brady Avenue Water Storage Tanks in the amount of \$26,280.00; and

WHEREAS, funding for said additional services in the amount of \$26,280.00 shall be derived from HF1.8340.0200.8300.0000; and

WHEREAS, this Council has determined that accepting the proposal and authorizing the execution of an amendment to the contract with Barton & Loguidice, P.C. 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 proposal for additional engineering services with Barton and Loguidice, P.C. is accepted and the Interim City Manager is authorized to execute an amendment to the contract with Barton and Loguidice, P.C., in the amount of \$26,280.00 for additional professional engineering services in connection with the repair or replacement of the City of Newburgh Water Storage Tanks.

Celebrating over 50 years of service
April 24, 2014

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway, 3rd Floor
Newburgh, New York 12550

RE: Proposal for Additional Engineering Services
Water Storage Tank Improvements Project
City of Newburgh, Orange County, New York

File: 1352.002

Dear Mr. Morris:

As you are aware, the City Council authorized Barton & Loguidice, D.P.C. (B&L) to proceed with the replacement of the Marne Avenue Water Storage Tank in lieu of the repair and repainting of the existing Tank. At the request of the City, B&L issued a Notice to Proceed on August 12, 2013. The City authorized a no cost extension to DN Tanks on February 10, 2014 to extend the contract to the end of May. This extended the Construction Contract from 18 weeks to 42 weeks.

As a result of our efforts onsite, we are projecting a cost savings to the City of over \$170,000 due to our oversight on the project. Despite our best efforts to minimize the amount of time spent onsite, i.e. only being onsite while piping was to be installed and backfilled, or to perform critical inspections; due to the protracted project schedule, the Construction Phase Services budget has been exhausted. Within our proposal, we assumed a total of 20-weeks for the construction duration. The construction of the tank was completed on November 21, 2013, a total of 15 weeks. Our schedule assumed that the installation of piping outside of the footprint of the tank could have been completed while the construction of the tank was ongoing, this did not occur and while some work was completed during the erection and construction of the tank, the majority of the pipework throughout the site was completed after the tank was complete.

DN Tanks & CalMart Enterprises continued working through the harsh winter which slowed progress, thus requiring additional time onsite. After working for 9 more weeks they successfully placed the new tank into service January 22, 2014 for a total of 24 weeks to Substantial Completion.

Additional Construction Observation Services

Within B&L's agreement with the City we assumed 20 weeks at an average of 24 hours a week or 480 hours. Due to the harsh weather, piping installation did not progress as fast as desired and as a result we spent over 650 hours onsite observing the installation of the tank and site work.

The experience to **listen.**
The power to **solve.**



Mr. Jason Morris, P.E., City Engineer
City of Newburgh
April 24, 2014
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If we would have continued at the average rate of 24 hrs/week this would have resulted in a total of 1,008 hours. Through our efforts to minimize the amount of time onsite, we saved the city over 350 hours of observation services. Therefore, we are requesting the following:

$$650 \text{ hours (total spent)} - 480 \text{ hours (hours in contract)} = 170 \text{ hours}$$

$$170 \text{ hours} \times \$84/\text{hr (contracted rate)} = \$14,280$$

Additional Construction Administration Services

In addition to the time spent onsite, additional coordination was required between DN and the City for completion of the work. In our proposal, we assumed approximately \$800/week in time spent administering the Construction Contract. With the duration of Construction extending to 42 weeks, this would equate to an additional 24 weeks. Given the minimized effort, although it required additional coordination, we were able to reduce the amount of time spent on these activities as well. We are requesting an additional 15 weeks of oversight bringing the total to 35 weeks instead of the full construction duration of 42 weeks, thus saving the City 7 weeks of additional services. Therefore, we are requesting the following:

$$15 \text{ weeks (number of weeks)} \times \$800/\text{wk (contracted rate)} = \$12,000$$

As a result of our efforts, we were able to save the City over \$170,000 in construction costs and approximately \$36,000 in additional engineering costs. At the time, it was believed that through minimizing our efforts we would be able to minimize the amount we would need to request for the additional services. We also believed there to be sufficient monies within the contract to cover these services. We are requesting the additional \$26,280 to cover the costs associated with the above noted additional work.

Our Contract also included the time to bid and oversee the Ellis Ave and Brady Ave Rehabilitation Project. In addition, we assumed we would be bidding and overseeing only two contracts (Marne Tank Replacement and Ellis/Brady Tanks Rehabilitation). Due to the size and amount of the construction costs associated with the electrical portion of the rehabilitation, the electrical work had to be broken into a separate third contract. This contract will be bid at the same time as the rehabilitation work, but will require administration of a separate contract. At this time, through the authorization of this amendment, we believe we will be able to continue with the oversight of this work within our construction services scope.

Fee for Services

Barton & Loguidice, D.P.C. (B&L) requests an additional \$26,280 to cover the costs associated with the additional effort expended during the Construction Phase of the Marne Avenue Replacement project. B&L proposes to bill for these services in accordance with our agreement. It is anticipated that these fees will be paid from the available project budget which currently has an available contingency of \$240,444 including the deduct change order for Marne Ave.



Mr. Jason Morris, P.E., City Engineer
City of Newburgh
April 24, 2014
Page 3



Thank you for this opportunity to be of continued service to the City of Newburgh.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Vice President

ATE/ojf

AUTHORIZATION

Barton & Loguidice, D.P.C. is authorized to provide the additional services associated with the additional work described herein in accordance with the terms of our agreement.

Recommended by:

Mr. Jason Morris, P.E.
City Engineer, City of Newburgh

Date

Approved as to Finances:

John Aber
City Comptroller

Date

Approved as to Form:

Michelle Kelson
Corporation Council

Date

Authorized:

James Slaughter
Interim City Manager

Date



RESOLUTION NO.: 121 -2014

OF

MAY 12, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AMENDMENT TO THE STREET LIGHTING AUTHORITY ORDER
WITH CH ENERGY GROUP, INC.**

WHEREAS, it has become necessary to amend the Street Lighting Authority Order entered into with Central Hudson Gas & Electric Corporation n/k/a CH Energy Group, Inc., providing for the installation of LED 35 lamps on poles numbered 86130 through 86137, respectively, on E. Parmenter Street; and

WHEREAS, there will be a cost to the City of Newburgh of \$9.76 per quarterly period for this change; and

WHEREAS, this Council finds that entering into the amendment to the Street Lighting Authority Order in support of Habitat for Humanity of Greater Newburgh's E. Parmenter Street Project 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 Interim City Manager be and he is hereby authorized to execute the attached amendment to the Street Lighting Authority Order.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
 610 LITTLE BRITAIN ROAD
 NEW WINDSOR, NY 12553-6114
 (845) 452-2700

STREET LIGHTING AUTHORITY ORDER

PAGE 1

CITY OF NEWBURGH
 83 BROADWAY
 NEWBURGH NY 12550

ORDER NO.: H8-03251
 ACCOUNT NO.: 8411-2080-00
 DATE: 04/22/14

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE CITY LGTG IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ (COUNCIL/BOARD OF THE _____ OF _____ AT A MEETING HELD ON _____, 20__ AS FOLLOW

ACTION:
 INSTALL
 OR
 REMOVE

	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
INSTALL	LED	35	86130	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86131	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86132	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86133	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86134	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86136	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86137	C	EAST PARMENTER ST		1.22
INSTALL	LED	35	86135	C	EAST PARMENTER ST		1.22

TAP ON 8 DEC LIGHTS ON E PARMENTER ST

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20 _____ TITLE _____

W.O.NO. 6686A DATE WORK COMPLETED _____ BY _____

RESOLUTION NO.: 122 - 2014

OF

MAY 12, 2014

**A RESOLUTION AMENDING THE 2014 CITY OF NEWBURGH
PERSONNEL ANALYSIS BOOK AND AMENDING RESOLUTION NO.: 247-2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$100,146.00 FROM CHILD, YOUTH, FAMILY AND SENIOR CITIZEN PART-TIME
SALARY AND BENEFITS TO THE RECREATION DEPARTMENT PART-TIME SALARY
AND BENEFITS IN CONNECTION WITH FUNDING ONE PART-TIME RECREATION
LEADER AND SIX SEASONAL PART-TIME RECREATION ATTENDANTS**

WHEREAS, the Director of Recreation has advised that there are two part-time Group Leader positions and two part-time Education Specialist positions that currently exist within the Child, Youth, Family and Senior Citizen budget line, which are currently vacant; and

WHEREAS, the Director has further advised of the need to re-designate such positions to create one part-time permanent Recreation Leader and six seasonal part-time Recreation Attendants to assist with operations at the Washington Street Boat Launch and Brown's Pond during the fishing season; and

WHEREAS, such positions would be created within the Recreation Department; and

WHEREAS, the re-designation and creation of such positions makes it necessary and appropriate to amend the 2014 City of Newburgh Personnel Analysis Book and Resolution No.: 247-2013, the 2014 Budget for the City of Newburgh, New York; and

WHEREAS, this Council has determined that such amendments are 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 2014 Personnel Analysis Book be and hereby is amended in connection with funding one part-time Recreation Leader and six seasonal part-time Recreation Attendants and that Resolution No: 247-2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.7310.0102: Child, Youth, Family, Sr. Citizen Part-time Salary	\$ 67,641.00	
A.7310.0810: Retirement	\$ 27,100.00	
A.7310.0830: Social Security	\$ 5,175.00	
A.7310.0835: MTA	\$ 230.00	
A.7140.0102: Recreation Department Part-time Salary		\$ 67,641.00
A.7140.0810: Retirement		\$ 27,100.00
A.7140.0830: Social Security		\$ 5,175.00
A.7140.0835: MTA		\$ 230.00
TOTAL:	<u>Decrease</u>	<u>Increase</u>
	\$100,146.00	\$100,146.00

RESOLUTION NO.: 123 - 2014

OF

MAY 12, 2014

A RESOLUTION ADOPTING THE CITY OF NEWBURGH
PARKING METER COIN COLLECTION POLICY AND PROCEDURE

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Parking Meter Coin Collection Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect on May 15, 2014.



City of Newburgh City Comptroller's Office

City Hall – 83 Broadway
Newburgh, New York 12550

Tel. (845) 569-7322
Fax (845) 569-7490

John J. Aber
City Comptroller
jaber@cityofnewburgh-ny.gov

TO: City Manager
FROM: John J. Aber, City Comptroller
DATE: April 14, 2014
SUBJECT: Parking Meter Coin Collection

I PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the collection and deposit of coins from the City's parking meters.

II GENERAL

The Office of the Comptroller will be responsible for ensuring compliance with this policy.

III COIN COLLECTION

Staff employed by the Department of Public Works will be responsible for the collection of coins on a weekly basis.

1. The Superintendent of Public Works will be responsible for creating a weekly collection schedule.
2. For audit purposes, two employees of the Department of Public Works (DPW) will be assigned to collect the coins.
3. Coins will be collected once a week. The day and time of collection will vary to reduce the risk of robbery.
4. The two DPW employees will open the meters and drop the coins into a security box.

5. Upon completion of the coin collection, the security box will be transported by the DPW employees to City Hall and placed in the Tax Collector's cash room.
6. The DPW employees will notify the Office of the Comptroller that the coins are delivered and ready to be opened.
7. The security box will be opened in the presence of the DPW employees and a representative from the Office of the Comptroller.
8. The coins will be moved from the security box into clear bank deposit bags by the DPW employees.
9. Once the deposit bags are filled, they will be sealed.
10. For each deposit bag filled and sealed, the representative from the Office of the Comptroller, will record in a log book the following:
 - a. Date of transaction
 - b. Names of DPW employees
 - c. Name of Office of Comptroller Employee
 - d. Bag ID Number
 - e. All employees present will sign the log book
11. The coins in the deposit bags will remain in the cash room until the City's armored security company comes to pick up the coins.
12. The coins will be brought by the armored security company to TD Bank.
13. TD Bank will sign for the coins and count them for the City at no charge.
14. TD bank will prepare a deposit ticket on behalf of the City. The coins will be deposited into the City's Parking Meter account.
15. After the deposit is completed, TD bank will notify the Comptroller via email the amount deposited.
16. The Office of the Comptroller will record the amount deposited into the proper G/L account in KVS.
17. At the end of the month, the bank statements will be reconciled to ensure the deposits were recorded properly.

This policy takes effect May 15, 2014 and replaces all previous policies related to the collection of metered coins.

RESOLUTION NO.: 124 - 2014

OF

MAY 12, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CALLING ON THE GOVERNOR, THE NEW YORK STATE ASSEMBLY
AND THE NEW YORK STATE SENATE TO ENACT THE
“ABANDONED PROPERTY NEIGHBORHOOD RELIEF ACT OF 2014”**

WHEREAS, in the wake of the financial crisis of 2008, there has been a marked increase in New York State in the incidence of vacant and abandoned residential properties securing delinquent mortgages, which properties frequently fall into disrepair, thus devaluing neighboring properties and harming the larger community; and

WHEREAS, these vacant and abandoned residential properties have become a blight in the City of Newburgh and in many similarly situated neighborhoods across New York State because the properties are often boarded up, dilapidated, unsafe, inhabited by squatters or used for criminal purposes; and

WHEREAS, an accumulation in a community of vacant and abandoned residential properties that are not properly secured or maintained for extended periods can cause a marked decline in that community's real estate market and the state's property tax base; and

WHEREAS, there are documented instances of such properties being used by criminals to manufacture and/or distribute illegal drugs, thus leading to an increased likelihood of crime in and around the property and neighboring community; and

WHEREAS, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to prevent vacant and abandoned residential properties from becoming a public hazard, thereby depleting limited local resources; and

WHEREAS, the City of Newburgh and similarly situated municipalities across New York State are often forced to expend taxpayer funds to investigate and determine the ownership, occupancy and foreclosure status of vacant and abandoned residential properties in order to ensure that, where applicable, the mortgagee is complying with current obligations under Federal, State and/or local law to secure and maintain the property, thereby further depleting limited local resources; and

WHEREAS, relevant provisions of existing State law, enacted in 2009, governing the maintenance of abandoned residential properties impose a duty on plaintiff-mortgagees to maintain vacant residential properties only *after* a judgment of foreclosure and sale has been entered by a court; and

WHEREAS, this recent State law has in many instances proven inadequate to address the growing number of vacant and abandoned properties falling into disrepair in the City of Newburgh and in many similarly situated municipalities across New York State because many such properties are not subject to a pending foreclosure action, and many that are subject to a pending foreclosure have not proceeded, and will not in the foreseeable future proceed, to a court judgment of foreclosure and sale; and

WHEREAS, there is evidence showing that many current and former New York homeowners have been misled into believing they need to leave their homes earlier in the foreclosure process than the law actually requires, thus resulting in even more vacant and abandoned residential properties throughout our communities; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by creating a statewide registry of such properties that can be electronically accessed by such municipalities; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by imposing a duty on mortgagees and their loan servicing agents to promptly report these properties to the statewide registry and take earlier, *pre-foreclosure*, action to identify, secure and maintain such vacant and abandoned properties; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by providing a much needed and readily available source of information on vacant and abandoned residential properties to local officials throughout the State; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by also establishing a statewide toll-free hotline that community residents can use to report suspected vacant and abandoned properties to the Attorney General and receive information regarding the status of registered properties, including the identity of the mortgagee or agent responsible for maintaining them; and

WHEREAS, the “Abandoned Property Neighborhood Relief Act of 2014” would help the City of Newburgh and similarly situated municipalities and their residents across the State better address the growing problem of vacant and abandoned residential properties by ensuring that homeowners are provided with clear and early notice that they are legally entitled to remain in their homes until ordered to leave by a court;

NOW THEREFORE, BE IT RESOLVED, that We, the members of the City Council of the City of Newburgh respectfully call on the Governor, the New York State Assembly and the New York State Senate to promptly enact the “Abandoned Property Neighborhood Relief Act of 2014;” and

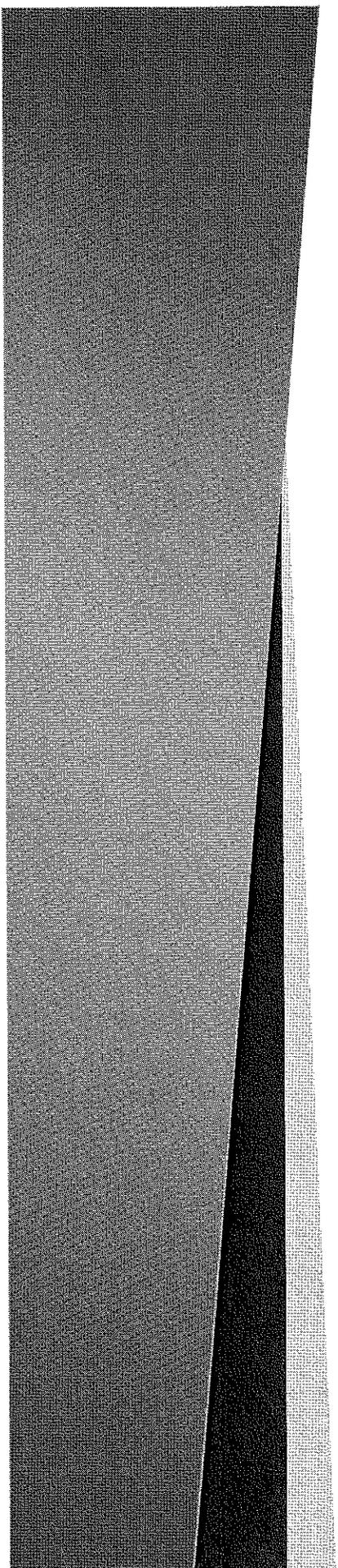
BE IT FURTHER RESOLVED, that certified copies of this resolution be sent to the Honorable Andrew M. Cuomo, Governor of the State of New York, Senator William J. Larkin, Jr. and Assemblyman Frank Skartados in connection with the City of Newburgh’s support for the enactment of this legislation.



City of Newburgh Fire Department

Mortgage Servicers and Vacant Properties

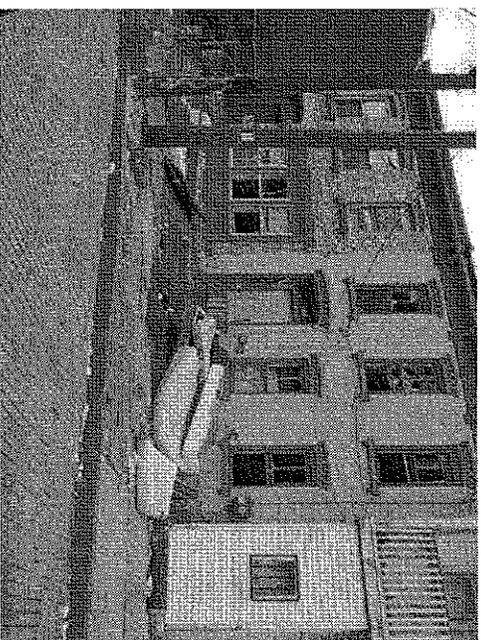
Michael J. Vatter, Fire Chief



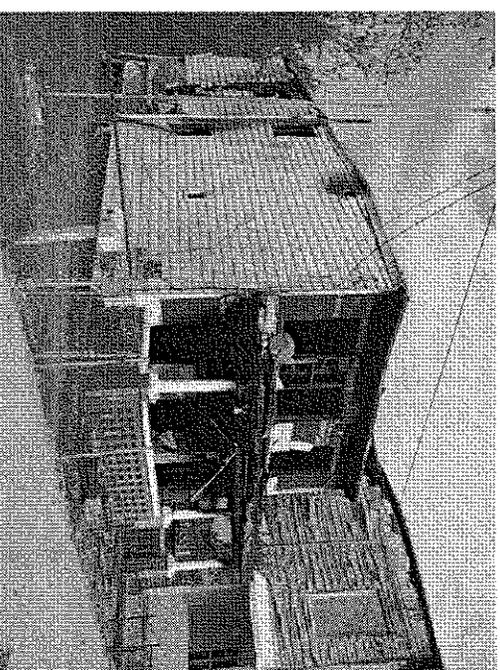
➤ Scope of the Vacant Building Problem

- There are over 600 vacant and distressed properties in the City of Newburgh.
- Nearly 10% of the City's buildings are vacant
- We know that 160 of these properties are owned or managed by the mortgage and banking industry.
- There are probably more that are not registered.

➤ Vacant properties are used as dumps



➤ Or by squatters (Wells Fargo owns this one)



Destruction of property values

- Every vacant or abandoned building reduces the value of the adjacent properties by \$7000.
- The 13 fire damaged properties listed on the next page have reduced the value of the surrounding properties by nearly \$500,000

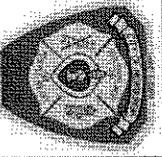
The Servicee Refuses to Remedy



Unlisted Vacant – Aurora Bank Forclosure



Address	Date of Fire	Bank/Service	Foreclosure Court Index No.	Open Violations
161 Bay View	8/25/2013	Wells Fargo	7795/2010	0
110 Benkard	11/1/2012	BAC Home Loan Servicing	4534/2010	6
419 Carpenter	3/3/11	Wells Fargo/Wachovia	7042/2008	4
82 Carson	9/18/2012	One West/Deutche	9701/2009	4
187 Carson	10/9/2012	Total Mortg Solutions	?	13
32 City Te	8/16/11	Wells Fargo / US Bank	14455/2009	1
14 Farrington	12/15/10	Wells Fargo / HSBC	4141/2013	3
110 Liberty St	12/16/10	First American Tax Valuation	?	0
353 Liberty St	1/31/10	National City Mtg	3250/2009	1
11 Lincoln Te	7/9/10	Wells Fargo / WAMU	3562/2002	2
8 Little Monument St	5/52/2013	Aurora Bank FSB	4878/2012	2
16 Maple St	12/16/11	Wells Fargo/HSBC	670/2012	4
322 Washington	9/8/13	Wells Fargo	9539/2009	5



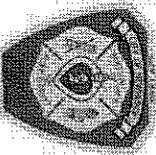
Address	Foreclosure Court Index No.	Number of Open Violations	Notes
28 Allison Ave	11015/2009	3	
75 Bay View Te	?	1	Fee Paid By Bank
161 Bay View Te	7795/2010	0	
53 Beacon St	5903/2008	0	
53 Benkard Av	7404/2009	1	
331 Carpenter Av	7922/2010	1	
419 Carpenter Av	7042/2008	4	
27 City Terr	6468/2008;7050/2008; 10862/2011	1	
32 City Terr	14455/2009	1	
14 Farrington St	4141/2013	3	
53 Farrington St	851/2010	0	
282 First St	9909/2012	0	
418 First St	2866/2009;2306/2009; 13114/10	2	

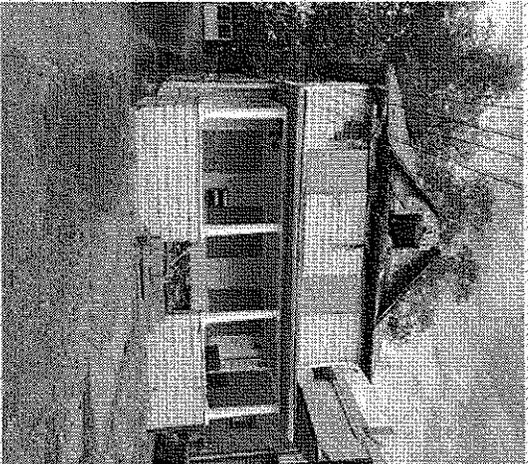
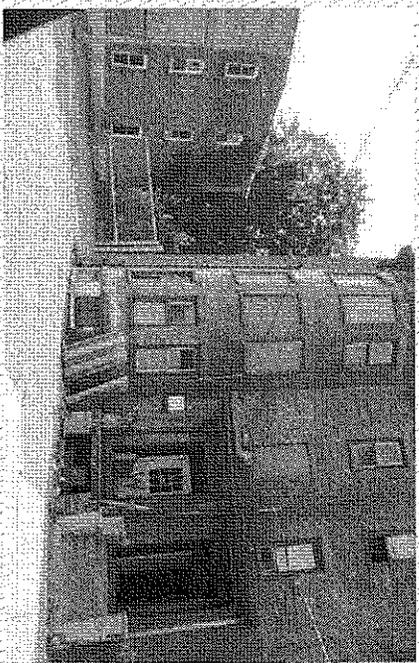
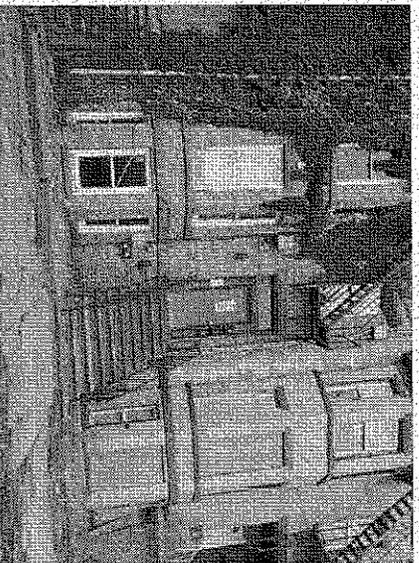
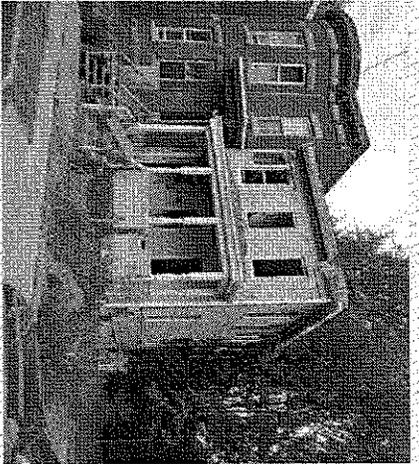
Wells Fargo Bank Foreclosures



Address	Foreclosure Court Index No.	Number of Open Violations	Notes
25 Fowler Av	6432/2013	0	
121 Fullerton Av	?	0	Fee Paid By Bank
164 Grand St	14259/2009	1	
160 Lander St	?	0	Fee Paid By Bank
192 Lander St	9 foreclosure actions listed	0	
77 Liberty St	?	2	Fee Paid By Bank
11 Lincoln Te	3562/2002	2	
16 Maple St	670/2012	4	
72 Maple St	?	0	Fee Paid By Bank
131 Montgomery St	?	0	Fee Paid By Bank
163 North Miller St	?	0	Fee Paid By Bank
167 North Miller St	10042/2010	0	
253 Powell Ave	12840/2009	0	
324 Robinson Ave	?	2	Fee Paid By Bank
146 Third St	3379/2009	1	
322 Washington St	9359/2009	5	

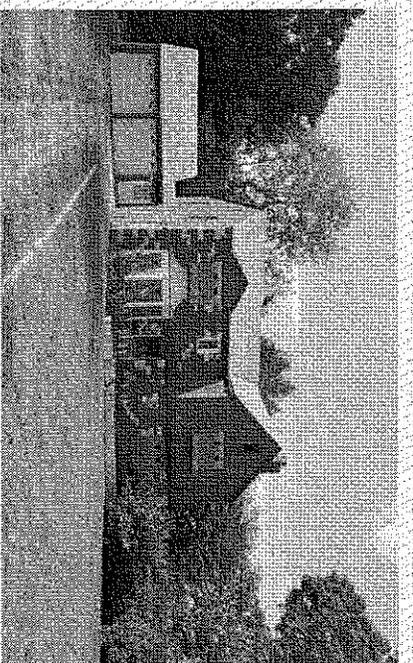
Wells Fargo Bank Foreclosures





**Newburgh's Mortgage
Servicers**

- Washington Mutual
- Wells Fargo
- Countrywide
- OCWEN Federal
- Loanworks
- Chase Manhattan
- American Home Mrtg



Every one of these properties have been foreclosed by the lender, but remain in the mortgagor's name.

All of the properties identified in this document have had their Vacant Property Registration paid for by a mortgage servicer or bank.

RESOLUTION NO.: 125 - 2014

OF

MAY 12, 2014

**A RESOLUTION TO REQUIRE APPRENTICESHIP TRAINING
PROGRAMS FOR PUBLIC CONSTRUCTION CONTRACTS
AWARDED BY THE CITY OF NEWBURGH**

WHEREAS, current State law allows as a local option but does not compel any governmental entity that is a party to a construction contract for a public project to require that any contractors or subcontractors participate in apprenticeship training programs approved by the State Commissioner of Labor as provided under Article 23, Section 816-b et seq. of the Labor Law; and

WHEREAS, there is a long and productive history of partnership between labor and management for the training of skilled craft workers in our State which began over fifty (50) years ago when the United States Congress passed the Fitzgerald Act (29 USC Section 50) to encourage States to develop apprenticeship training programs; and

WHEREAS, the New York State Legislature adopted Article 23 of the New York Labor Law in 1961 to authorize the State Commissioner of Labor to develop standards for apprenticeship training and a process for certifying programs which meet said standards; and

WHEREAS, the promotion of apprenticeship training programs will expand the pool of skilled workers in the City of Newburgh by providing many residents the means to earn a decent living thereby fostering the local and regional economies; and

WHEREAS, by adopting apprenticeship requirements in the City of Newburgh it will increase career opportunities for minorities and those of female gender and ensure contractors awarded projects in the City of Newburgh are committed to training, education and safety; and

WHEREAS, the adoption of this resolution constitutes a Type II Action under the State Environmental Quality Review Act ("SEQRA") and the regulations promulgated thereunder;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law; and

BE IT FURTHER RESOLVED, that "construction contract" shall mean any contract to which the City of Newburgh and its affiliated agencies shall be a principal party which involves the

construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition, or otherwise providing for any building, facility or physical structure of any kind, if the labor components, final assessed value, gross capitol cost and/or component of such contract or project be in excess of Two Hundred Fifty Thousand (\$250,000.00) Dollars; and

BE IT FURTHER RESOLVED, that "contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York Labor Law; and

BE IT FURTHER RESOLVED, that the City of Newburgh hereby requires any contractor or subcontractor, prior to entering into a construction contract with the City of Newburgh in excess of \$250,000.00, to have apprenticeship agreements, appropriate for the type and scope of work to be performed, which have been registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law anything in Section 103 of the New York General Municipal Law to the contrary notwithstanding; and

BE IT FURTHER RESOLVED, that the apprentice program must meet the following standards: has been in existence for two or more years, has a graduation rate of at least twenty (20%) percent, has a legitimate place of training or access to a legitimate place of training, and has graduated a minimum of two (2) apprentices in the previous two years; and

BE IT FURTHER RESOLVED, that the City of Newburgh is hereby authorized, empowered and directed to promulgate such rules and regulations necessary and appropriate for the implementation and enforcement of any provision of this resolution; and

BE IT FURTHER RESOLVED, if any clause, sentence, paragraph, subdivision, section or part of this resolution or application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this resolution or its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such judgment or order shall be rendered; and

BE IT FURTHER RESOLVED, that this Resolution shall apply to construction contracts advertised for bids after May 15, 2014 and shall sunset on May 14, 2016 unless renewed and re-authorized by resolution of the City Council.

RESOLUTION NO.: 126 -2014

OF

MAY 12, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN OF THE ASBESTOS
ABATEMENT
FOR THE POLICE DEPARTMENT

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos abatement design services for certain parts of the Police Department; and

WHEREAS, the proposal the preparation of asbestos abatement specifications and bid documents, the application for a site-specific variance petition from the NYS Department of Labor, if necessary, and provide asbestos abatement monitoring services; and

WHEREAS, the cost for the design services will be \$3,050.00 with additional abatement monitoring services to be billed at the rates specified in the proposal which shall be derived from the 2013 BAN; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for professional services related to asbestos remediation for the Police Department.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 6, 2014

City of Newburgh
83 Broadway
Newburgh, NY 12550

Attn: Jason Morris, PE

RE: Asbestos Abatement Services

Dear Jason:

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. is pleased to submit the attached proposal to provide Industrial Hygiene Consulting services your 55 Broadway, Newburgh, NY facility. QuES&T offers a wide range of environmental consulting, training, testing and "Turn-Key" Remediation Project services to the public and private commercial-industrial business sector.

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.

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD MBE Cert # 49925-2006

NYSUCP DBE Certified

www.Qualityenv.com

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 any of our services, please contact me. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth C. Eck". The signature is fluid and cursive, with a large initial "K" and "E".

Kenneth C. Eck CIH, CSP, CHMM, CFPS, DABFE, FACFEI, LEED AP
Director, Safety, Environmental & Educational Services

QuES&T to provide the following services:

➤ **Phase #1 – Asbestos Abatement Specification & Bidding Process**

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

➤ **Phase #2 – Petition for NYSDOL Site-Specific Variance (IF NEEDED)**

- Meet onsite to identify areas impacted by potential repair activities.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of a Petition for Variance or Other Relief (DOSH-751) and supporting documentation to the NYSDOL regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL review process and incorporate any changes or additions requested by NYSDOL Engineering Services Unit during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL Engineering Services Unit.

➤ **Phase #3 – Abatement Monitoring Services**

QuES&T will provide NYSDOL certified personnel to perform project monitoring and third party air sampling (if required) in support of minor, small and large asbestos abatement projects. All work on this project shall be performed in accordance with the applicable Code Sections of the Title 12 NYCRR Part 56 as well as all applicable Federal and Municipal Regulations regarding asbestos abatement. Collection and analysis of air samples shall be as required by ICR-56 and any NYSDOL site-specific variances obtained for this project.

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

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

2) **Third Party Asbestos Air Monitoring (if required)**

QuES&T will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory

conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variance utilized in the conduct of this project.

Estimated Cost:

➤ **Phase #1 – Asbestos Abatement Specification & Bidding Process**

Develop Abatement Work Scopes (Short Spec)	\$ 1,500.00
Conduct Onsite Walkthrough with Prospective Bidders	\$ 350.00
	\$ 1,850.00

➤ **Phase #2 – Petition for NYSDOL Site-Specific Variance (IF NEEDED)**

Development & Preparation of Site-Specific Variance Petition	\$ 1,200.00
- <u>Breakdown:</u>	
NYSDOL Variance Prep	\$ 850.00
NYSDOL Variance Filing Fees	\$ 350.00

➤ **Phase #3 – Abatement Monitoring Services (Unit Rates)**

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

- Project Manager
 \$ 90/hr.
- Combined Project Monitor/Air Sampling Technician
 \$275/4-hr. day Includes calibrated area A/S equipment
 \$400/8-hr. day Includes calibrated area A/S equipment
 \$ 75/hr. Applies to hours: >8 hrs/day, >40 hrs/wk, Weekends & Holidays.

2) Third Party Asbestos Air Monitoring (if required)

- A/S Sample Analysis (PCM):
 - \$ 12/sample Includes 48-hr. turnaround of results.
 - \$ 15/sample Includes 24-hr. turnaround of results.
 - \$ 17/sample Includes 6-hr. turnaround of results.
 - \$ 20/sample Includes RUSH turnaround of results.

Notes:

RUSH turnaround rate will be applied to samples analyzed Off-hours, Weekends and Holidays.

Laboratory turn-around begins when the samples are received at the laboratory and does not include Holidays.

Travel will be billed at \$0.55/mile.

RESOLUTION NO. 127 -2014

OF

MAY 12, 2014

A RESOLUTION TO ADOPT A TEMPORARY HIRING FREEZE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a temporary hiring freeze hereby is declared and no vacancy in any department shall be filled during the continuation of this hiring freeze, except for the following positions which this Council specifically finds as critical and authorizes the filling of the vacancies:

- Sanitation worker;
- Seasonal positions in the Recreation Department; and
- CDBG working supervisor, laborer and building maintenance worker; and

BE IT FURTHER RESOLVED, by this Council that this temporary hiring freeze shall be effective immediately and shall continue until May 19, 2014.

RESOLUTION NO.: 128 -2014

OF

MAY 12, 2014

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
MITCHELL ASSOCIATES ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING
SERVICES RELATED TO THE POLICE DEPARTMENT LOCKER ROOM
REMEDICATION AND RENOVATION AT THE PUBLIC SAFETY BUILDING
AT A COST OF \$23,000.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural and engineering services for the remediation and renovation of the Police Department locker room located in the Public Safety Building; and

WHEREAS, the services will include an investigation of the source of water intrusion, extent of structural damage, thermal modeling and investigation of the HVAC system, and recommendations for repairs; and

WHEREAS, the cost for these services will be \$23,000.00 and funding shall be derived from the 2013 BAN; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural and engineering services for remediation and renovation of the Police Department Locker Room at the Public Safety Building at a cost of \$23,000.00.

Proposed Services for the Newburgh Police Station Locker Room Renovations

December 18, 2013, Revised February 22, 2014

Project Understanding

Water is leaking into the locker room of the police station at the elevation of the ceiling. In addition to moisture damage to finishes and equipment, there has been deterioration of the structure.

The City desires to:

1. Determine the source of the leakage & fix it.
2. Determine the extent of damage to the structure and the building envelope, and make the necessary repairs.
3. Modify and modernize the locker room and associated bathrooms.

The site has been reviewed by architects, Robert Mitchell of Mitchell Associates Architects (MA), architects Charles Boos and Michael Mckeon of Kaestle Boos Associates, Inc. (KBA), and structural engineer John Chipko of KBA. We have been provided photographs of a portion of the original drawings from 1974, and photographs of drawings from a 1992 renovation. Based on these drawings we have taken two steps:

1. We have developed an overlay diagram to show where the exposure to water penetration is (attached), and
2. We have proposed a scheme to combine the existing locker room with the adjacent dead storage room to provide a locker room that would meet current standards (attached).

That said, we are currently limiting our proposal to an investigation of the existing conditions, and recommendations of possible remedies or remediation.

Services To Be Provided

We propose to proceed with this project through the following steps:

1. Existing Conditions Assessment

A. Leak in Police Department Locker Room

A. 1. Conditions Observed

- A structural slab spans the former firing range and a portion of the adjacent Locker Room. The slab supports the ground on the north side of the building. A low area was observed in the northwest corner along with the remains of a tree. The low area collects water and the tree roots may have damaged the membrane allowing water to infiltrate

29 Thacher Park Road
Voorheesville, NY 12186
(518) 765-4571
www.Mitchell-Architects.com
Bob@Mitchell-Architects.com



into the building. A review of the design drawings will allow us to understand the construction of the slab and flashing and membrane installed to keep the area watertight. We are recommending that the entire area be excavated to expose the membrane and document the conditions in determining the cause of the leaking.

- Corrosion to the structural steel framing, especially beams, and including severe delamination of the steel members. Any structural drawings of the existing building will be reviewed to determine the designed structural framing and support.
- Water saturated fire proofing on the structural steel beams and metal floor deck above. Fireproofing missing from the underside of the beam flanges. Adhesion of the fireproofing to the underside of the metal deck must be validated by a testing lab to determine if the material is still attached even though it experienced wetting cycles due to the leak or leaks.
- Failed or failing metal stud and gypsum board fire rated enclosures around the steel columns.
- Saturated portions of the fiber reinforced deck beneath the metal floor deck will need to be inspected for structural stability.

A. 2. Investigation Requirements

- 1) Determine where the water infiltration is occurring. This will involve removing all soil from above the portion of the building projecting past the Main Level of the building to evaluate and document the condition of the membrane, flashing and any visible damage.
- 2) Review the structural drawings to determine the members affected by the delamination. Analyze the damaged members for allowable carrying capacity based on the current conditions. Recommend repairs if required to strengthen the members.
- 3) Investigate the integrity of the fiber reinforced panels.
- 4) Test adhesion of fireproofing to the underside of the metal floor deck and steel beams
- 5) Test for asbestos in the fireproofing, fiber reinforced panels, the exterior waterproofing membrane and any other materials possibly containing it.
- 6) Verify roof drains are unobstructed.
- 7) Provide repair recommendations

A. 3. Investigation Personnel

Item 1): KBA – Need site contractor for excavation or DPW
Item 2): KBA
Item 3): KBA
Item 4): Testing Lab
Item 5): Testing Lab
Item 6): Plumber
Item 7): Testing Lab

B. Broadway Entrance to the Fire Department

B. 1. Conditions Observed

- The entrance structure into the Fire Department on the east end of the above area is exhibiting severe corrosion of the structural steel supporting the exterior concrete entrance slab and masonry walls.
- The entrance slab has been subjected to numerous salt applications for melting snow and ice. The exposed aggregate and missing paste surface in the concrete pad is an indication of the snow melting usage. The salt applications may have also accelerated the deterioration of the steel framing and any possible masonry reinforcing.
- The walls contain vertical and diagonal cracks indicating movement in the structure as well as freeze / thaw damage.

B. 2. Investigation Requirements

- 1) Remove limited portions of the brick in the vicinity of the structural steel to determine the extent of the deterioration of the structural steel and masonry.
- 2) Analyze the integrity of the structure's current condition.
- 3) Provide repair recommendations.

B. 3. Investigation Personnel

Item 1): KBA, plus mason and testing lab for asbestos flashing
Items 2 & 3): KBA

C. Building Exterior

C. 1. Conditions Observed

- The initial review of the building exterior has revealed several areas where water damage has impacted the brick masonry. There are mortar joints that have expanded to at least ½" in thickness at relieving angles or other structural steel. At some of these locations, the brick is bulging outward which is opening the joints further to allow more water to enter into the walls. At this time we do not know the type of wall construction but more than likely any horizontal reinforcing has been compromised due to corrosion.
- The vertical joints at the precast panels were observed to be open to allow water infiltration where the caulking has long since failed. Directly above the PD Entrance, at a joint between two panels one of the panels appears to have dropped about 1½". This will require the opening of the hard ceiling to evaluate the condition of the structural support of the precast panels.

C. 2. Investigation Requirements

- 1) Several of these areas must be opened to be investigated as to the cause of the movement and condition of the masonry reinforcing and anchorage to the steel structure. This will require a mason to remove limited areas of exterior brick to allow access to the reinforcing, anchors and supporting steel.
- 2) The hard ceiling below the precast panels must be opened to allow access to the structural steel framing and the panel supports where there is differential vertical movement. The condition of the supports and steel need to be investigated for corrosion.

C. 3. Investigation Personnel

Items 1 & 2): KBA, plus mason and possibly other contractor to open overhang.

D. Exterior Mechanical Mezzanine

D. 1. Conditions Observed

- The structural steel framing supports the exterior block and brick walls of the mezzanine. There is considerable corrosion to the beam surfaces.
- The masonry walls are demonstrating movement and possible damage due to cracks that have formed and spalling brick which allows further infiltration of the water.

D. 2. Investigation Requirements

- 1) All exposed welds must be inspected by a welding inspector for cracks due to exposure to the weather.
- 2) A mason will be required to remove limited areas of brick for the investigation of the reinforcing anchorage and flashing of the walls where deterioration is present.

D. 3. Investigation personnel

- Items 1): Testing Lab to inspect welds
Item 2): KBA, plus mason.

E. Mechanical Systems

1. The MEP engineer will evaluate the condition of the MEP systems to determine if they are operating correctly and if they have been compromised by the leakage.
2. The space will be thermally modeled to determine if the existing equipment is appropriately sized for the load
3. System type and size recommendations will be made for renovation work.

F. Environmental Hazards

1. The City will retain a consultant to determine if there is any asbestos, lead or mold, and to remediate found materials.

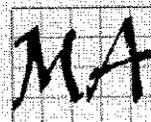
G. Other Conditions

1. Confirm the existing drawings and create Cad files of the renovation area from City provided archival drawings.
2. In addition to the above, the building does not meet the current building code requirements for seismic restraints even though it is an emergency response facility.

Based on what we currently know about the building, we feel strongly that no steps should be taken towards the remodeling of the locker room until the investigations identified are completed.

Team

- Mitchell Associates Architects – Principal Architect, & firematic design
- Kaestle Boos Associates, Inc. – Structural Analysis
- NLG Engineering, PC – Mechanical Electrical & Plumbing (MEP) design



Project Schedule

Our team can begin the interior portions of work of this study in January, 2014. Any exterior investigation should wait until March due to the required excavation and the need to repair mortar and caulk that is disturbed during the investigation. The design services should take approximately one month, subject to the City's ability to respond to our work product and delays that may be introduced by outside agencies, or the results of testing.

Fee for Services

Mitchell Associates Architects has never entered into an agreement for services based on a percentage fee. We strongly believe that a professional must commit to the performance of a given scope of work for a given fee. We are opposed to the use of fee structures that financially reward a professional for failing to maintain the client's budget.

Based on the above proposal, Mitchell Associates Architects will furnish the scope of services for a lump sum of **Twenty-Three Thousand Dollars (\$23,000.00)**.

There will be additional charges to the City from testing agencies for testing items such as fireproofing adhesion, etc.

Additional Services Hourly Rates

- * \$175.00/Hour, Principal
- * \$150.00/Hour, Structural Engineer
- * \$145.00/Hour, Architect
- * \$135.00/Hour, Project Manager
- * \$115.00/Hour, Draftsperson
- * \$105.00/Hour, Support Staff
- * Consultant -115% of Invoice

Hourly rates will increase automatically on January 1, 2015 and each January thereafter at a rate of \$5.00/ hour for each category as listed above.

City Responsibilities

The City will designate a representative to work with MA. The City will engage Quest to perform all testing for mold and asbestos. The City will retain and pay for the physical testing of the existing building. MA will coordinate the work with regard to the testing.

Terms and Conditions

This fee is based solely on the services proposed. These services will be defined in a standard American Institute of Architects Contract for Architectural Services. Additional services not provided for in this proposal will be billed at our hourly rates. Special printing, renderings, models, or photography will be billed at 115% of cost. Travel and food will be billed at cost. Mileage will be billed at the current federally recognized rate. Reimbursements for regularly repeated expenses are computed at 5% of the total contract amount. Billing will be monthly, based on the amount of work completed. Payment of invoice will be net 30 days.

Mitchell Associates Architects carries \$1 million of professional liability insurance. The contract will include our limit of liability clause.

29 Thacher Park Road
 Voorheesville, NY 12186
 (518) 765-4571
www.Mitchell-Architects.com
Bob@Mitchell-Architects.com



RESOLUTION NO.: 129 - 2014

OF

MAY 12, 2014

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 117 RENWICK STREET (SECTION 45, BLOCK 6, LOT 3) AND 119 RENWICK STREET (SECTION 45, BLOCK 6, LOT 2) AT PRIVATE SALE TO BLUESTONE DEVELOPERS, INC. FOR THE AMOUNT OF \$8,000.00

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 117 Renwick Street and 119 Renwick Street, being more accurately described as Section 45, Block 6, Lots 3 and 2 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 Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before July 15, 2014, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
117 Renwick Street	45 - 6 - 3	Bluestone Developers, Inc.	\$8,000.00
119 Renwick Street			

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

117 Renwick Street, City of Newburgh (45-6-3)

119 Renwick Street, City of Newburgh (45-6-2)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties 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 years of 2013 County Tax and 2013-2014 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2013 County Taxes and 2013-2014 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the properties and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the properties; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the properties and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the properties shall revert to the City of Newburgh. The deed shall also provide that the properties shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. These parcels are being sold subject to all provisions of law applicable thereto and it is the sole responsibility of the purchaser bidder to redevelop such parcel so designated in accordance with same
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 successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 15, 2014. *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.** 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. 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 their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. 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 has closed and the deed has been recorded. 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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject properties, 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 properties. 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 properties shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and 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. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the properties 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 properties. 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 auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the properties and consents to immediate judgment by City of Newburgh for said amounts.