



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*  
January 26, 2014  
7:00 p.m.

Mayor: /Alcaldesa

1. Prayer/ *Oración*
2. Pledge of Allegiance/ *Juramento a la Alianza*

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Communications: / Comunicaciones:

4. a. Approval of the minutes of the meeting of January 12, 2015  
*Aprobación del acta de la reunión del 12 Enero de 2015*
- b. City Manager Update  
*Gerente de la Ciudad pone al día la audiencia de los planes en cada departamento.*
- c. Comptroller's Report:/Reporte del Contralor:  
*Monthly Financial Summary/Resumen Mensual Financiero*

Comments from the public regarding the agenda:

*Comentarios del público con respecto a la agenda:*

Comments from the Council regarding the agenda:

*Comentarios del Consejo con respecto a la agenda:*

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

5. Resolution No. 13 -2015  
A resolution to authorize the conveyance of real property known as 162 Broadway (Section 30, Block 2, Lot 29) at private sale to Jing Han Liang and Wei Rong Lou for the amount of \$70,000.00.

*Una resolución para autorizar el traspaso de bienes raíces de la propiedad conocida como 162 de Broadway (Sección 30, Bloque 2, Lote 29) en una venta privada a Jing Han Liang y Wei Rong Lou por la cantidad de \$70,000.00*

6. Resolution No. 14-2015

A resolution to authorize the conveyance of real property known as 36 Carter Street (Section 22, Block 2, Lot 27) at private sale to Marina Tsesarskya for the amount of \$15,000.00.

*Una resolución para autorizar el traspaso de bienes raíces conocidas como 36 de la calle Carter( Sección 22, Bloque 2, Lote 27) en una venta privada a Marina Tsesarskya por la cantidad de \$15,000.00*

7. Resolution No. 15-2015

A resolution to authorize the conveyance of real property known as 151 Lander Street (Section 18, Block 4, Lot 43), 153 Lander Street (Section 18, Block 4, Lot 44.1) and 153 Lander Street rear (Section 18, Block 4, Lot 44.2) at private sale to Ana Vega Ovalle for the amount of \$22,000.00.

*Una resolución para autorizar el traspaso de bienes raíces conocida como 151 de la calle Lander (Sección 18, Bloque 4, Lote 43), 153 de la calle Lander (Sección 18, Bloque 4, Lote 44.1) y el área trasera del 153 de la calle Lander (Sección 18, Bloque 4, Lote 44.2) en una venta privada a Ana Vega Ovalle por la cantidad de \$22,000.00*

8. Resolution No. 16 – 2015

A resolution to authorize the conveyance of real property known as 374 Liberty Street (Section 10, Block 1, Lot 31) at private sale to Nigel Osborne and Janelle Osborne for the amount of \$16,500.00.

*Una resolución para autorizar el traspaso de bienes raíces conocidas como el 374 de la calle Liberty (Sección 10, Bloque 1, Lote 31) en una venta privada a Nigel Osborne y Janelle Osborne por la cantidad de \$16,500.00*

9. Resolution No. 17-2015

A resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Jeffry Normil to the premises known as 6-12 William Street and 192 Ann Street (Section 35, Block 2, Lot 25)

*Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y el derecho de re- entrar de un asunto de escritura a Jeffry Normil por el establecimiento conocido como 6-12 Calle William y 192 de la calle Ann (Sección 35, bloque 2, Lote 25)*

10. Resolution No. 18-2015

A resolution authorizing an agreement between the City of Newburgh and PublicSector HR Consultants, LLC for professional Human Resources Services.

*Una resolución autorizando un acuerdo entre la Ciudad d Newburgh y PublicSector HR Consultants, LLC para Servicios Profesionales de Recursos Humanos.*

11. Resolution No. 19-2015

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 7726-2009, 7476-2010, 6703-2011, 5660-2012 and 6047-2013 involving Section 29, Block 2, Lots 5 and 6 (TDR Funding Corp.)

*Una resolución aprobando el veredicto acordado y autorizando al Gerente de la Ciudad a firmar el veredicto acordado en conexión con los procedimientos de decretos de impuestos contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange, que carga los números de índice 7726-2009, 7476-2010, 6703-2011, 5660-2012 y 6047-2013 envueltos en Sección 29 Bloque 2, Lote 5 y 6 (TDR Funding Corp)*

12. Resolution No. 20-2015

A resolution authorizing the City Manager to accept \$100,000.00 from the Newburgh Enlarged City School District to fund the salary and benefits of one police officer to be hired to backfill police department personnel currently serving in the City's secondary school as a Community Resource Officer.

*Una resolución autorizando al Gerente de la Ciudad a aceptar \$100,000.00 del Distrito Escolar Engrandado de la Ciudad de Newburgh para financiar el sueldo y los beneficios de un oficial de policía para que sea empleado y cubra el personal del departamento de Policía que en estos momentos está trabajando en la escuela secundaria de la Ciudad como un Oficial de Recursos d la Comunidad.*

13. Resolution No. 21-2015

A resolution authorizing the City Manager to execute an amendment to an agreement between the City of Newburgh and Mesh Realty Group, Inc. to provide for the continuation of residential property management services.

*Una resolución autorizando al Gerente de la Ciudad a llevar a cabo una enmienda a un acuerdo entre la Ciudad de Newburgh y Mesh Realty Group, Inc, para proveer la continuación de servicios de gerencia de propiedad residencial.*

14. Resolution No. 22-2015

*A resolution authorizing the City Manager to accept a proposal and enter into an agreement with Arcadis of New York Inc. for professional services to prepare an addendum to the Phase I Long Term Control Plan for the City's Combined Sewer Collection System in connection with SPDES Permit NY No. 0026310 issued by the NYS Department of Environmental Conservation for an amount not to exceed \$82,950.00.*

*Una resolución autorizando al Gerente de la Ciudad a aceptar una oferta y entrar en un acuerdo con Arcadis de New York, Inc. por servicios profesionales para preparar una suplemento a la Primera Fase del Plan de Control de Largo Tiempo para el Sistema de Colección de Acueducto de la Ciudad en conexión con SPDES Permit NY No. 0026310 promulgado por el Departamento de Conservación Ambiental del estado de New York por la cantidad a no exceder \$82,950.00*

15. Resolution No. 23-2015

A resolution authorizing the award of a bid and the execution of a contract with Black Electric, Inc. in connection with the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project – Contract 3 – electrical construction at a cost of \$56,700.00.

*Una resolución autorizando la otorgación de una oferta y la ejecución de un contrato con Black Electric, Inc. en conexión con el Proyecto de Rehabilitación de los Tanques de Almacenamiento de Agua de las avenidas Ellis Y Brady- Contrato 3 – construcción eléctrica al costo de \$56,700.00*

16. Resolution No. 24-2015

A resolution authorizing the City Manager to accept a proposal and execute a contract with the Chazen Companies to prepare a Landfill Disturbance Plan for the Newburgh DPW parcels in connection with the 5 Scobie Drive Industrial Project at a cost not to exceed \$26,760.00.

*Una resolución autorizando al Gerente de la Ciudad a aceptar una oferta y llevar a cabo un contrato con las compañías Chazen para preparar el Plan de Perturbación del Basurero en el terreno del departamento de DPW en conexión con el Proyecto Industrial de 5 Scobie Drive, al costo a no exceder \$26, 760.00.*

17. Resolution No. 25-2015

A resolution authorizing the City Manager to enter into an extensión agreement with the Montgomery LLC for solid waste disposal.

18. Ordinance No. 2-2015

An Ordinance amending Section 163 “Schedule of Code Fees” of Chapter 163 “Fees” of the Code of the City of Newburgh.

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

Public Comments Regarding General Matters of City Business: / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council: / Nuevas observaciones del Consejo!:

Adjournment: / Aplazamiento:

RESOLUTION NO.: 13 - 2015

OF

JANUARY 26, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 162 BROADWAY (SECTION 30, BLOCK 2, LOT 29)  
AT PRIVATE SALE TO JING HAN LIANG AND WEI RONG LOU  
FOR THE AMOUNT OF \$70,000.00

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 162 Broadway, being more accurately described as Section 30, Block 2, Lot 29 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 March 27, 2015, 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>
162 Broadway	30 - 2 - 29	Jing Han Liang and Wei Rong Lou	\$70,000.00

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

# Terms and Conditions Sale

## 162 Broadway, City of Newburgh (30-2-29)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser 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 March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh 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 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 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 property and consents to immediate judgment by City of Newburgh for said amounts.

# Terms and Conditions Sale

## 162 Broadway, City of Newburgh (30-2-29)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser 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 March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh 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 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 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 property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: <sup>14</sup>\_\_\_\_\_ - 2015

OF

JANUARY 26, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 36  
CARTER STREET (SECTION 22, BLOCK 2, LOT 27)  
AT PRIVATE SALE TO MARINA TSESARSKYA FOR THE AMOUNT OF \$15,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 36 Carter Street, being more accurately described as Section 22, Block 2, Lot 27 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 March 27, 2015, 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>
36 Carter Street	22 - 2 - 27	Marina Tsesarskya	\$15,000.00

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

# Terms and Conditions Sale

## 36 Carter Street, City of Newburgh (22-2-27)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be

responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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 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.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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 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 property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 15 - 2015

OF

JANUARY 26, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 151 LANDER STREET (SECTION 18, BLOCK 4, LOT 43), 153 LANDER STREET (SECTION 18, BLOCK 4, LOT 44.1) AND 153 LANDER STREET REAR (SECTION 18, BLOCK 4, LOT 44.2) AT PRIVATE SALE TO ANA VEGA OVALLE FOR THE AMOUNT OF \$22,000.00**

**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 151 Lander Street, 153 Lander Street and 153 Lander Street Rear, being more accurately described as Section 18, Block 4, Lots 43, 44.1 and 44.2 on the official tax map of the City of Newburgh; and

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

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh to sell said 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 March 27, 2015, 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>
151 Lander Street	18 - 4 - 43	Ana Vega Ovalle	\$22,000.00
153 Lander Street	18 - 4 - 44.1		
153 Lander Street Rear	18 - 4 - 44.2		

**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**  
**151 Lander Street, City of Newburgh (18-4-43)**  
**153 Lander Street, City of Newburgh (18-4-44.1)**  
**153 Lander Street, City of Newburgh (18-4-44.2)**

**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 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser 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 March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh 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 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 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 property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 16 - 2015

OF

JANUARY 26, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 374 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 31)  
AT PRIVATE SALE TO NIGEL OSBORNE AND JANELLE OSBORNE  
FOR THE AMOUNT OF \$16,500.00

**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 374 Liberty Street, being more accurately described as Section 10, Block 1, Lot 31 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 March 27, 2015, 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>
374 Liberty Street	10 - 1 - 31	Nigel and Janelle Osborne	\$16,500.00

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

# Terms and Conditions Sale

## 374 Liberty Street, City of Newburgh (10-1-31)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser 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 March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. 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 property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh 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 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 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 property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 17-2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO JEFFRY NORMIL  
TO THE PREMISES KNOWN AS 6-12 WILLIAM STREET AND 192 ANN STREET  
(SECTION 35, BLOCK 2, LOT 25)**

**WHEREAS**, on June 17, 2011, the City of Newburgh conveyed property located at 6-12 William Street and 192 Ann Street f/k/a 8, 10-14 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 2, Lot 25, to Jeffrey Normil; and

**WHEREAS**, by Resolution No.: 226-2012 of December 10, 2012 the City of Newburgh authorized the conveyance of said property from Jeffrey Normil to Prince William Properties LLC with an extension of time in order to comply with the deed covenants; and

**WHEREAS**, Prince William Properties LLC, by their property manager, has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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



RESOLUTION NO.: <sup>18</sup>\_\_\_\_\_ - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND PUBLICSECTOR HR CONSULTANTS, LLC  
FOR PROFESSIONAL HUMAN RESOURCES SERVICES**

**WHEREAS**, the City of Newburgh wishes to enter into the attached agreement with PublicSector HR Consultants LCC; and

**WHEREAS**, the agreement provides assistance and guidance in the review of the City's human resources policies and procedures in the form of consulting services; and

**WHEREAS**, the cost for these services is \$7,500.00 and shall be derived from A.1315.0455 - Consultant Services; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with PublicSector HR Consultants LLC, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost \$7,500.00 for consulting services in the review of the City's human resources policies and procedures.

# CITY OF NEWBURGH

## HUMAN RESOURCE ANALYSIS

### *PROFESSIONAL SERVICES AGREEMENT*



*Public Sector HR Consultants LLC  
14 Knollwood Drive  
Glenville, New York 12302  
Telephone: 518.399.4512  
Fax: 518.384.1963*

# CITY OF NEWBURGH PROFESSIONAL SERVICES AGREEMENT

## **PARTIES TO AGREEMENT**

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This Professional Services Agreement is made by and between the *City of Newburgh* (herein referred to as the Client) and *Public Sector HR Consultants LLC* (herein referred to as PSHRC), with its principal offices located at 14 Knollwood Drive, Glenville, New York, 12302.

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client's human resource needs. In the event the Client requests that its legal counsel participate in any aspect of PSHRC's human resource management services, PSHRC will consult with the Client's legal counsel as directed by the Client. The Client understands and agrees that PSHRC's role is limited to an advisory capacity and that the application and implementation of the information and services provided by PSHRC are the total responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

**PSHRC will conduct a comprehensive *Human Resource Analysis* for the *City of Newburgh*.** The specific professional services to be provided by PSHRC will include:

1. Conduct an on-site analysis of the City's current human resource management practices. The scope of work for the analysis will include a review of internal policies, procedures and practices; a review of personnel recordkeeping and tracking systems; and on-site interviews with designated management and/or administrative staff regarding the effectiveness of the current human resource function. The areas of focus will include:
  - a. *Human Resource Administration*  
Organization of HR function or department; documentation of processes, operating standards, and internal controls; how the City remains current and up to date with the HR field and applicable federal and state regulations; and techniques for communicating with employees and appointing authorities.
  - b. *Recruitment, Interviewing and Hiring*  
Recruitment methods, methods used in workforce and succession planning, and use of turnover information; adherence to civil service regulations; access to and quality of job postings and advertisements; and referrals and interviewing practices.

- c. Job Evaluation  
Standards and processes for reviewing and updating job descriptions, including essential job functions and Fair Labor Standards Act (FLSA) classification; and standards, internal controls, and processes for communicating job description changes to the county civil service department.
- d. Compensation Management  
Standards and processes used to develop and communicate internal compensation policy and plans; internal controls to ensure accuracy and consistency of pay and leave; policies on pay adjustments, pay differentials, overtime pay, and premium pay; leave of absence management standards, internal controls, and practices; confidentiality policies and agreements with those handling health-related information; Family and Medical Leave Act (FLMA) compliance including designation and notification; and leave sharing plans.
- e. Employee Benefits  
Standards and processes for enrollment of new employees in benefit plans; communication methods for open enrollment; workers' compensation and disability reporting and claims management; unemployment insurance claims management; and compliance with COBRA / HIPAA requirements.
- f. Performance Management  
Standards and processes used to assess employee performance, including methods of communication to new and current employees and scope of supervisory training.
- g. Employment Separation  
Standards and processes for employment separations; notification of cancellation of employee benefits; and internal controls and review processes for involuntary terminations.
- h. Training and Development  
Orientation program for new employees and supervisors; training programs and delivery methods including courses, training staff, and cost; and workforce development policies including drug-free workplace, workforce violence and sexual harassment prevention, diversity, FMLA and FLSA responsibilities.
- i. Employee Relations  
Number, type, and outcome of appeals and grievances; internal grievance processes; other forms of alternative dispute resolution used; communication methods and forms; and number, type, and outcome of corrective and disciplinary actions.
- j. Personnel Records Management  
Content of employee, payroll, and medical files; internal controls to ensure accuracy and control access; compliance with INS Form I-9 employment eligibility verification; process for purging records; review of payroll procedures and compliance with wage and hour regulations; and posting of required posters and notices.

2. Compile the data and prepare a written report of the review, which shall include any potential compliance issues discovered and recommendations for prioritizing future human resource initiatives.
3. Meet with City officials and/or designated management staff to present the findings of the report.

**Fee for Services**

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- **Human Resource Analysis** – The fee to conduct the Human Resource Analysis for the City of Newburgh will be \$7,500.
- **Travel Expenses** – The City of Newburgh will be responsible for reimbursing PSHRC for any travel expenses (limited to mileage and tolls) directly related to providing services detailed in this proposal. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel.

**Terms of Payment**

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Forty percent (40%) (\$3,000) billable upon execution of this agreement; forty percent (40%) (\$3,000) billable upon delivery of the Human Resource Analysis Report; twenty percent (20%) (\$1,500) billable thirty days following delivery of the Human Resource Analysis Report. Invoices will be due upon receipt.

**Signatures of Parties**

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IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

**City of Newburgh**

**Public Sector HR Consultants LLC**

*Signature:* \_\_\_\_\_

*Signature:* Ronni M. Travers

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

*Date:* January 5, 2015

*By:* \_\_\_\_\_

*By:* Ronni M. Travers

*Title:* \_\_\_\_\_

*Title:* President

RESOLUTION NO.: \_\_\_\_\_<sup>19</sup>\_\_\_\_\_-2015

OF

JANUARY 26, 2015

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 7726-2009, 7476-2010, 6703-2011, 5660-2012 and 6047-2013 INVOLVING SECTION 29, BLOCK 2, LOTS 5 and 6 (TDR FUNDING CORP.)

**WHEREAS**, TDR Funding Corp. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax assessment years bearing Orange County Index Nos. 7726-2009, 7476-2010, 6703-2011, 5660-2012 and 6047-2013; and

**WHEREAS**, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

**WHEREAS**, TDR Funding Corp. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 29-2-5 be reduced to a market value of \$156,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 29-2-6 be reduced to a market value of \$150,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 29-2-5 be reduced to a market value of \$150,000.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 29-2-6 be reduced to a market value of \$145,000.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 29-2-5 be reduced to a market value of \$138,000.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 29-2-6 be reduced to a market value of \$135,000.
- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 29-2-5 be reduced to a market value of \$141,030.

- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 29-2-6 be reduced to a market value of \$121,200.
- 9- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 29-2-5 be reduced to a market value of \$124,200.
- 10- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 29-2-6 be reduced to a market value of \$106,650.

**NOW, THEREFORE BE IT RESOLVED**, that the proposed settlement as set forth and described above, and the attached Consent Judgment are hereby accepted pursuant to the provisions of the General City Law and other related laws; and

**BE IT FURTHER RESOLVED**, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
In the Matter of the Application of  
TDR FUNDING CORP.,

Petitioner,

- against -

**CONSENT JUDGMENT**

THE ASSESSOR, THE BOARD OF ASSESSORS AND  
BOARD OF ASSESSMENT REVIEW OF THE CITY OF  
NEWBURGH AND THE CITY OF NEWBURGH,

Respondents.

**Index No.     2009-7726**  
**2010-7476**  
**2011-6703**  
**2012-5660**  
**2013-6047**

For a Review under Article 7 of the Real Property Tax Law.  
-----X

**PRESENT: HON. CATHERINE M. BARTLETT**

**UPON THE CONSENT** attached hereto duly executed by the attorneys for all the parties  
and by all the parties, it is

**ORDERED**, that the real property of Petitioner described on the City of Newburgh tax roll  
for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax years, as follows:

Tax Map No. 29-2-5

be reduced prior to the application of any real property tax exemptions, if any, as follows:

Tax Year	Original Assessment	Reduction	Revised Assessment
2009-2010	\$ 215,500.00	\$ 59,500.00	\$ 156,000.00
2010-2011	\$ 186,400.00	\$ 36,400.00	\$ 150,000.00
2011-2012	\$ 156,700.00	\$ 18,700.00	\$ 138,000.00
2012-2013	\$ 156,700.00	\$ 15,670.00	\$ 141,030.00
2013-2014	\$ 138,000.00	\$ 13,800.00	\$ 124,200.00

and it is further,

**ORDERED**, that the real property of Petitioner described on the City of Newburgh tax roll  
for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax years, as follows:

Tax Map No. 29-2-6

be reduced prior to the application of any real property tax exemptions, if any, as follows:

Tax Year	Original Assessment	Reduction	Revised Assessment
2009-2010	\$ 226,300.00	\$ 76,300.00	\$ 150,000.00
2010-2011	\$ 180,800.00	\$ 35,800.00	\$ 145,000.00
2011-2012	\$ 163,100.00	\$ 28,100.00	\$ 135,000.00
2012-2013	\$ 134,700.00	\$ 13,500.00	\$ 121,200.00
2013-2014	\$ 118,500.00	\$ 11,850.00	\$ 106,650.00

**ORDERED**, that the Petitioner's real property taxes on said parcels above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

**ORDERED**, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been in if the market values had been determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

**ORDERED**, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner; and it is further,

**ORDERED**, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

**ORDERED**, If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Respondents and/or any of the various taxing authorities, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Respondents and/or any of the various taxing authorities, and it is further,

**ORDERED AND DIRECTED** that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Signed:            January \_\_\_\_, 2015  
                          Goshen, New York

**ENTER:**

\_\_\_\_\_  
HON. CATHERINE M. BARTLETT  
SUPREME COURT JUSTICE

**ON CONSENT:**

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Michael G. Ciaravino  
City Manager

Dated:

Per Resolution No.: \_\_\_\_\_ - 2015

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SEAN CRONIN, ESQ.

Cronin & Cronin Law Firm, PLLC

Attorneys for the Petitioner

Dated:

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HON. JOANNE MAJEWSKI

Assessor

Dated:

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RICHARD B. GOLDEN, ESQ.

Burke, Miele & Golden, LLP

Attorney for Respondents

Dated:

RESOLUTION NO.: \_\_\_\_\_ - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT \$100,000.00 FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO FUND THE SALARY AND BENEFITS OF ONE POLICE OFFICER TO BE HIRED TO BACKFILL POLICE DEPARTMENT PERSONNEL CURRENTLY SERVING IN THE CITY'S SECONDARY SCHOOL AS A COMMUNITY RESOURCE OFFICER**

**WHEREAS**, the City of Newburgh and the Board of Education of the Newburgh Enlarged City School District ("NECSD") have agreed to establish the position of Community Resource Officer ("CRO") to be filled by a police officer from the City of Newburgh Police Department at Newburgh Free Academy; and

**WHEREAS**, the NECSD has offered to reimburse the City for this CRO at the rate of \$100,000.00 so as to continue to have the CRO stationed at Newburgh Free Academy within the City of Newburgh; and

**WHEREAS**, this Council has determined that accepting such funds is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept funds from the NECSD in the amount of \$100,000.00 Dollars for the assignment of a City of Newburgh Police Officer as CRO in the NECSD.

RESOLUTION NO.: <sup>21</sup>\_\_\_\_\_ - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.  
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY  
MANAGEMENT SERVICES**

**WHEREAS**, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

**WHEREAS**, the City Council, by Resolution No.: 18-2014 of January 27, 2014 authorized an amendment to the agreement with MESH Realty Group, Inc. which provided for the continuation of residential property services; and

**WHEREAS**, such agreement expired on December 31, 2014; and

**WHEREAS**, the City of Newburgh wishes to continue with property management services; and

**WHEREAS**, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2015 to December 31, 2015; and

**WHEREAS**, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

**WHEREAS**, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

**AGREEMENT BY AND BETWEEN**  
**THE CITY OF NEWBURGH, NEW YORK**  
**AND**  
**MESH REALTY GROUP, INC.**  
**DATED: \_\_\_\_\_**

This Addendum to the Agreement dated April 1, 2013 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

The term of this agreement shall commence on the 1<sup>st</sup> day of January, 2015 and shall end on the 31<sup>st</sup> day of December, 2015, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

\_\_\_\_\_  
Name: Rick Milton

Title: Vice President

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

\_\_\_\_\_  
Name: Michael G. Ciaravino

Title: City Manager

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

Pursuant to Resolution No.: \_\_\_\_ - 2015

## SCHEDULE "A"

1. 162 Broadway
2. 205 Broadway
3. 266 Carpenter Avenue
4. 66 Carson Avenue
5. 95 Carson Avenue
6. 34 Carter Street
7. 36 Carter Street
8. 35 Concord Street
9. 100 Courtney Avenue
10. 55 Farrington Street
11. 246 First Street
12. 63 Grove Street
13. 72 Hasbrouck Street
14. 81 Henry Avenue
15. 44 Johnes Street - 58-1-1.-10
16. 44 Johnes Street - 58-1-1.-21
17. 25 Johnston Street
18. 64 Johnston Street
19. 112 Johnston Street
20. 120 Johnston Street
21. 34 Lander Street
22. 8 Larter Street
23. 61 Liberty Street, W.H.
24. 279 Liberty Street
25. 16 Lutheran Street
26. 119 Montgomery Street
27. 164 N. Miller Street
28. 15 ½ Overlook Place
29. 170 Renwick Street
30. 182 Renwick Street
31. 184 Renwick Street
32. 7 Richman Avenue
33. 143 Washington Street
34. 126 William Street

Revised 1/16/2015

RESOLUTION NO.: 22 - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT  
WITH ARCADIS OF NEW YORK INC. FOR PROFESSIONAL SERVICES  
TO PREPARE AN ADDENDUM TO THE PHASE I LONG TERM CONTROL PLAN  
FOR THE CITY'S COMBINED SEWER COLLECTION SYSTEM  
IN CONNECTION WITH SPDES PERMIT NY NO. 0026310  
ISSUED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
FOR AN AMOUNT NOT TO EXCEED \$82,950.00**

**WHEREAS**, by Resolution No. 219-2011 of October 24, 2011, the City Council authorized the City Manager to enter into an, Order on Consent to settle an enforcement action by the New York State Department of Environmental Conservation (DEC) for failure to develop a Phase I Long Term Control Plan ("LTCP") for the City's Combined Sewer Collection System in connection with the SPDES permit NY No. 0026310 for the operation; and

**WHEREAS**, by Resolution No. 173-2011 of September 12, 2011, the City Council authorized the City Manager to execute a contract with Arcadis/Malcolm Pirnie, Inc. to prepare and develop an LTCP for the City's WWTP; and

**WHEREAS**, Arcadis of New York Inc. ("ARCADIS") prepared the LTCP and submitted it to the DEC in January 2013;

**WHEREAS**, the DEC developed seven comments which generally focused on the schedule sequencing and duration, receiving body water quality and post construction monitoring program development; and

**WHEREAS**, some of the tasks were successfully reduced from the scope of work by Arcadis however the DEC is now requesting additional scope items; and

**WHEREAS**, Arcadis has submitted a letter proposal to respond to the additional scope items requested by the DEC and submit a final LTCP Addendum by March 1, 2015 for an amount not to exceed \$82,950.00; and

**WHEREAS**, funding for such project shall be derived from HG1.8120.0400.8021.2010;  
and

**WHEREAS**, this Council determines accepting the letter agreement and executing a contract with Arcadis in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis for professional services to prepare an addendum to the Phase I Long Term Control Plan for the City's Combined Sewer Collection System in connection with SPDES Permit NY No. 0026310 Issued by the NYS Department of Environmental Conservation with other provisions as Corporation Counsel may require, in an amount not to exceed \$82,950.00.

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

ARCADIS of New York Inc.  
855 Route 146  
Suite 210  
Clifton Park  
New York 12065  
Tel 518 250 7300  
Fax 518 250 7301  
[www.arcadis-us.com](http://www.arcadis-us.com)

Subject:  
Combined Sewer System Long Term Control Plan  
Proposal to Respond to NYS DEC Comments

Water

Dear Mr. Morris:

ARCADIS of New York, Inc. (ARCADIS) is pleased to provide the City of Newburgh with this letter proposal to respond to comments developed by the New York State Department of Environmental Conservation (NYS DEC). ARCADIS has reviewed the correspondence dated December 5, 2014 to City Manager Michael Caravino from the NYS DEC. Seven comments were developed in response to the LTCP that was submitted in January 2013.

Date:  
January 6, 2015

Contact:  
Robert Ostapczuk

Phone:  
518.250.7300

These comments were generally focused on the schedule sequencing and duration, receiving body water quality and post construction monitoring program development. Some of these tasks were successfully reduced from the scope of work by ARCADIS in negotiating with the NYS DEC in 2012; however, due to personnel changes with the Department these scope items are now being requested. NYS DEC's complete list of comments is as follows:

Email:  
robert.ostapczuk  
@arcadis-us.com

Our ref:  
66004883.0000

1. *Optimize scheduling of projects to implement disinfection of additional captured flows as soon as practical. The LTCP needs to show the capability to treat excess flow when improvements/interceptor(s) commence operation.*
2. *Expedite foundation improvements (sewer separation and capacity improvements).*
3. *Green Infrastructure shall be implemented as soon as zoning/planning changes completed.*
4. *Analyze a reduced timeline to reduce contingency funding additional costs (presently a 40% contingency is included because of the 17+ year proposed construction schedule).*
5. *Return Hudson River in vicinity of CSO Outfalls to swimmable/fishable as soon as possible after each rain event and institute a sewage spill notification system.*

Imagine the result

6. *Specify a full Post Construction Monitoring Program to prove effectiveness of the LTCP.*
7. *Address diversion manholes located in the City's system that are not on telemetry and not considered regulators. The plan should consider telemetry to maximize capture/treatment.*

In follow up telephone discussions with the NYS DEC, the optimized schedule is a 15 year schedule and increasing the project schedule upfront to maximize the reduction of untreated overflows to the Hudson River. By reducing the contingency on the overall LTCP, this will positively impact our calculations to rates and the percentage of the Median Household Income (MHI) dedicated to wastewater services. The United State Environmental Protection Agency (US EPA) defines wastewater services as affordable that are at, or below, 2% of the MHI for a community. The current program with a 40% contingency and 17 year project schedule caps the impact to the MHI at 2.5% which is already above the US EPA guidance for affordability. In order to balance the request by the NYS DEC in meeting the 15 year schedule, maximizing the upfront LTCP benefits and maintaining an affordable program ARCADIS has developed the following scope of services for the City's consideration:

### **Scope of Services**

#### ***Task 1 Project Management***

ARCADIS will prepare monthly invoices for the project. ARCADIS will prepare meeting minutes and distribute minutes of the meetings to the City of Newburgh.

#### ***Task 2 Develop Cost and Schedule Scenarios***

ARCADIS will revise the cost estimate based on 2015 dollars and include two sewer separation projects (South Water Street and Liberty and Grand Street Projects). ARCADIS will vary the project contingency to 40%, 30% and 25% for three different cost scenarios to assess the sensitivity to the project. ARCADIS previously developed a scenario that removed High Rate Treatment (HRT) and included only disinfection which reduces the overall project costs from \$52M to \$42M and this will be carried through the evaluation. ARCADIS will develop rate impacts analysis for each of the scenarios for the City's consideration.

ARCADIS will present the revised cost estimates, capital plans and schedule to the City. The presentation will be held on or before February 6, 2015.

***Task 3 Develop a Water Quality Model***

ARCADIS understands the importance of an accurate and reliable water quality (WQ) model to support attainment of water quality standards (WQS) or demonstration that further CSO reduction will have no bearing on instream water quality. We will accomplish this by migrating the collection system model from InfoWorks CS to InfoWorks ICM, to utilize ICM's capability to simulate bacteria and river hydraulics. The model will be applied to develop an order-of-magnitude understanding estimate the recovery time of the Hudson River after typical storm events that cause CSO discharges.

ARCADIS will incorporate a representation of the Hudson River spanning approximately 20 miles between the USGS Gauging stations below Poughkeepsie and West Point. ARCADIS will utilize existing river cross sections from available Federal Emergency Management Agency (FEMA) data developed for existing Flood Insurance Studies (FIS) for the Hudson River, with approximately two cross sections per mile. The downstream station (West Point) will be utilized as a boundary condition for tidal stages. To simulate river flows between the stations, flow from the Wappinger Creek USGS station will be a boundary condition flow, and a hydrologic representation of the 615 square miles remaining will be developed.

A review of September 2011 through September 2014 USGS data will be performed by ARCADIS. This period is identified since the West Point station was taken offline in September 2014. The review will identify three events for calibration and verification as well as characterize low flow, high flow, and tidal conditions. ARCADIS will review available instream fecal coliform sampling data for the same period to confirm the model appropriateness for WQ. The review of sampling data is also essential to determine typical coliform concentrations in dry weather, storm events, and CSO events. Dry-weather and Wet-weather geometric means will also be calculated. CSO, stormwater, and WWTP loading data will be based on readily available data from other regional studies (e.g., Albany, New York City).

The updated model will not be calibrated but will be applied for a representative recreational season period to evaluate compliance with the stage geometric mean standard of 200 cfu/100 mL. The following four conditions will be simulated: Existing Conditions, CSO LTCP Completion showing the benefits of the LTCP, No CSOs to show potential attainment or non-attainment from non-CSO sources, and LTCP Completion with all other sources assumed to be brought into compliance.

***Task 4 Revise Post Construction Monitoring Plan***

ARCADIS will revise the Post Construction Monitoring section included in the CSO LTCP dated January 2013. The revisions will incorporate the comments by the NYS DEC that requires the City to demonstrate the effectiveness of implementation of the LTCP.

***Task 5 Develop LTCP Addendum***

ARCADIS will develop an addendum to the LTCP that will convey the information developed in Tasks 2, 3 and 4. The addendum will be organized in four sections – Executive Summary, Receiving Body Water Quality Assessment, Recommended CSO LTCP and Post Construction Monitoring Plan. The addendum will be intended to be accompanied by the LTCP dated January 2013.

The LTCP Addendum will be submitted to the City of Newburgh on or before February 20, 2015 for review and approval. The City of Newburgh will provide ARCADIS with comments on or before February 25, 2015 and ARCADIS will submit the LTCP Addendum to the NYS DEC on or before March 1, 2015.

**Final Deliverables**

Upon NYS DEC approval of the LTCP, ARCADIS will submit a final deliverable to the City, digital files by CD or flash drive, of the complete LTCP document in adobe .pdf format and the InfoWorks CS hydraulic model of the City's collection system.

**Fees**

ARCADIS is prepared to complete the scope of work presented herein on a time and material basis for a not to exceed fee of \$82,950, inclusive of a \$15,000 allowance for additional meetings or addressing minor NYS DEC comments as needed and authorized by the City separately. A detailed breakdown of the costs is presented on the Project Budget matrix attached. ARCADIS will be reimbursed at a rate of 3.1 times the direct labor rate and all expenses have a 10 percent fee added.

Please call me if you have any questions regarding the scope of services or the compensation requested to complete the work. We look forward to working with the City again.

Sincerely,

ARCADIS of New York, Inc.



Robert E. Ostapczuk, P.E., BCEE  
Associate Vice President

Copies:

D. Loewenstein (ARCADIS)

Attachment

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

**PROJECT BUDGET**

**City of Newburgh  
Newburgh, New York  
CSO LTCP NYS DEC Comments Revisions**

DESCRIPTION	11	10	9	8	7	6	5	Hours Per Task
Task 1 - Project Management	8	0	0	0	0	4	0	12
Task 2 - Develop Cost and Schedule Scenarios	24	0	0	60	0	0	80	164
Task 3 - Develop Water Quality Model	16	64	16	0	70	0	0	166
Task 4 - Revise Post Construction Monitoring Plan	24	0	0	0	0	40	0	64
Task 5 - Develop LTCP Addendum and Executive Summary	24	16	0	40	40	0	0	120
<b>TOTAL LABOR HOURS</b>	96	80	16	100	110	44	80	526
<b>TOTAL DIRECT LABOR COSTS</b>	\$5,977	\$4,560	\$784	\$3,600	\$3,520	\$1,232	\$2,080	\$21,753

Subtotal Labor	\$67,434
Expenses:	
Labor Allowance	\$15,000
Misc Expenses:	\$516
<b>TOTAL</b>	<b>\$82,950</b>

RESOLUTION NO.: 23 - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE AWARD OF A  
BID AND THE EXECUTION OF A CONTRACT WITH  
BLACK ELECTRIC, INC. IN CONNECTION WITH  
THE ELLIS AVENUE AND BRADY AVENUE WATER STORAGE TANKS  
REHABILITATION PROJECT - CONTRACT 3 - ELECTRICAL CONSTRUCTION  
AT A COST OF \$56,700.00**

**WHEREAS**, this Council, by Resolution No.: 268-2014 of October 27, 2014, rejected all bids submitted in connection with the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 3, Electrical Construction; and

**WHEREAS**, the City of Newburgh has duly re-advertised for bids for such contract; and

**WHEREAS**, one (1) bid was submitted and opened; and

**WHEREAS**, based on a comprehensive review of the bid submitted, Barton & Loguidice has recommended that the City award said contract to Black Electric, Inc. in the amount of \$56,700.00, and

**WHEREAS**, it is further recommended that the City set aside an additional five (5%) percent to account for any change orders during construction; and

**WHEREAS**, all funding shall be derived from the 2012 Bond; and

**WHEREAS**, this Council has determined that awarding the bid and executing a contract with Black Electric, Inc. 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 bid for the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 3, Electrical Construction, be and it is hereby awarded to Black Electric, Inc. at a cost of \$56,700.00; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount; and

**BE IT FURTHER RESOLVED**, that the City Manager be and he is hereby authorized to execute all related contracts and change orders up to five (5%) percent of the bid amount.

*Celebrating over 50 years of service*

December 12, 2014

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

Re: Recommendation for Award – Contract 3 – Electrical Construction  
Rehabilitation of Ellis Avenue & Brady Avenue Water Storage Tanks  
City of Newburgh, Orange County, New York  
File: 1352.002.001

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bid submitted for Contract 3 – Electrical Construction for the above referenced project and the certified bid tabulation is attached for your review. Only one (1) bid was submitted for Contract 3 – Electrical Construction rebid on December 9, 2014.

Based on our review of the bid submitted for Contract 3 – Electrical Construction and qualifications of the bidder for the referenced project, B&L recommends the City award Contract 3 – Electrical Construction to Black Electric, Inc. in the amount of \$56,700.00. Refer to the attached certified bid tabulation sheet.

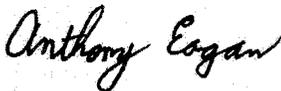
Note that Black Electric, Inc.'s bid price of \$56,700.00 for the electrical rehabilitation of the two tanks is \$6,700 higher than B&L's opinion of probable cost of \$50,000.00 and \$18,300.00 less than the bid received September 23, 2014 from JPI Painting, Inc. of \$75,000.00. This resulted in a savings of \$18,300 to the City from the first time it was bid. Based on our review of the Bid, the Bid Submitted did not contain the Statement of Surety's Intent as requested within the Documents. We believe this to be non-material and non-substantial as it will not affect the scope of work, or the price and have requested this to be submitted by Black Electric.

It is our recommendation that the City award the Contract to Black Electric, Inc. in the amount of \$56,700.00. It is also recommended that the City set aside this Contract amount plus an additional 5% to account for any change orders during construction.

If you have any questions, please feel free to contact our office.

Very truly yours,

BARTON & LOGUIDICE, D.P. C.



Anthony T. Eagan, P.E.  
Managing Engineer

KLK/ojf  
Attachments

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**CITY OF NEWBURGH  
 1352.002.001 ELLIS & BRADY AVENUE WATER STORAGE TANK REHABILITATION  
 BID OPENING - 11:00 AM, DECEMBER 9, 2014  
 BID TABULATION - CONTRACT 3 - REBID**



Item No.	Description	Estimated Quantities	Unit	Engineer's Opinion of Probable Costs		Black Electric, Inc.	
				Unit Price	Amount	Unit Price	Amount
1	Electrical Construction	1	LS	\$50,000.00	\$50,000.00	\$ 56,700.00	\$ 56,700.00
<b>TOTAL (ITEMS 1)</b>					<b>\$50,000.00</b>	<b>13.40%</b>	<b>\$56,700.00</b>
ACKNOWLEDGE ADDENDA							X
BID FORM							X
IRANIAN ENERGY SECTOR DIVESTMENT							X
NON-COLLUSION CERTIFICATION							X
STATEMENT OF SURETY INTENT							X
BID BOND							X
APPRENTISHIP PROGRAM							N/A

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.  
 BARTON & LOGUIDICE, D.P.C.

BY:

*Anthony Egan*

RESOLUTION NO.: \_\_\_\_\_<sup>24</sup> - 2015

OF

JANUARY 26, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH  
THE CHAZEN COMPANIES TO PREPARE A LANDFILL DISTURBANCE PLAN  
FOR THE NEWBURGH DPW PARCELS IN CONNECTION WITH  
THE 5 SCOBIE DRIVE INDUSTRIAL PROJECT  
AT A COST NOT TO EXCEED \$26,760.00**

**WHEREAS**, by Resolution No. 7-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to submit a joint application with the City of Newburgh Industrial Development Agency to apply for and accept if awarded funds in an amount not to exceed \$310,000.00 from the Orange County Industrial Development Agency to support remedial work and tree cutting at the Department of Public Works (“DPW”) property site and tree cutting at 5 Scobie Drive in connection with the 5 Scobie Drive Industrial Park Project; and

**WHEREAS**, the Orange County Industrial Development Agency awarded funding to the City of Newburgh in the amount of \$50,000.00 for the purpose of developing a Landfill Exemption Plan for the portion of the DPW property adjacent to 5 Scobie Drive; and

**WHEREAS**, The Chazen Companies has submitted a proposal for professional engineering services in connection with the preparation of a Landfill Disturbance Plan for the City’s DPW parcel for submission to and approval from the New York State Department of Environmental Conservation; and

**WHEREAS**, the costs of the proposal shall be paid by the Orange County Industrial Development Agency through the funding award of January 8, 2015; and

**WHEREAS**, this Council has determined that accepting such proposal and entering into a contract with The Chazen Companies is in the best interests of the City of Newburgh and its further development;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with The Chazen Companies to prepare a Landfill Disturbance Plan for the Newburgh DPW parcel to facilitate future development of 5 Scobie Drive Industrial Park Project at a cost not to exceed \$26,760.00.



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**Hudson Valley Office**

21 Fox St., Poughkeepsie, NY 12601  
P: (845) 454-3980 F: (845) 454-4026  
[www.chazencompanies.com](http://www.chazencompanies.com)

Capital District Office (518) 273-0055  
North Country Office (518) 812-0513

January 13, 2015

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

*Re: City of Newburgh Landfill Disturbance Plan Proposal  
Chazen Job No: 41448.00*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh with preparation of a Landfill Disturbance Plan outlining methods and locations to NYSDEC facilitating development on the adjacent Scobie Drive IDA parcel. The contents of our plan submission to NSYDEC will follow guidance dated March 11, 2011 "NYSDEC Region 3 Office/Solid Waste Program Information Required for Department Approval of a Landfill Disturbance Plan."

The tasks proposed below are based on emailed agreement (Jan 13, 2015) on these work tasks, and task numbers follow previously-approved tasks.

Task 3 – Landfill Disturbance Plan submission:

1. Chazen will prepare a site conditions map based on available information including: site conditions walkover, GIS and GPS based reference location points, review of historic aerial and topographic map set, and site survey maps from the adjacent parcel in ACAD. Our map will be stamped by a licensed P.E. once review comments from NYSDEC are received. In the event, the adjoining parcel is unwilling to provide the existing conditions in ACAD, NYSDEC may require at least partial survey control on this site conditions map; Chazen would in this case provide a separate scope of services for performing a topographic boundary and survey in this area. Such mapping is necessary to perform the services outlined in item 2.
2. Once plans for solid waste repositioning are finalized (on site, on IDA parcel, off-site disposal), Chazen will prepare a site grading drawing and erosion and sediment control plan for the City parcel. This will include a side slope drawing if needed, and if needed, a concept design for waste relocation and positioning on the DPW parcel. Drawings will be stamped by a licensed P.E. once NYSDEC review comments are received. The erosion and sediment control plan may reference or mimic existing programs already prepared by or for the adjoining parcel.
3. If unconventional slopes (e.g. 2 on 1) are preferred along the property line, Chazen will conduct a geotechnical stability analysis.
4. Chazen will prepare a written Waste Relocation/Handling/Disposal narrative, per the cited guidance document. This will describe waste movement, handling, side-slope re-grading, and any waste re-positioning on the DPW site. The Plan will also include a contingency plan for management of any potentially-hazardous materials encountered during waste relocation.

- This Task includes a review of this this work plan with NYSDEC prior to beginning work, one draft submission to NYSDEC, one response to NYSDEC comments, followed by a final plan submission.

Note that this task currently includes no sampling, no formal land survey, no gas monitoring, no formal engineering design sheets for on-site waste repositioning, nor a site deed instrument which the NYSDEC may require.

Task 4 – Consulting Services

- Chazen will be available to the City for consultations with NYSDEC, the City, consultant for the adjacent parcel, or others, as needed and upon request of the City. This task will be invoiced for discussions related to off-site waste repositioning options and/or off-site waste disposal.

**Task, Fee and Time Schedule Summary**

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
003	Landfill Disturbance Plan Submission	\$21,760 with stability analysis, or \$17,760 without.	---	NA
004	Consulting Services		\$5,000 initial allowance	NA
<b>Totals</b>		\$21,760	---	NA
<b>Total Estimated Cost</b>		<b>Up to \$26,760</b>		

**Agreement**

You have previously signed our standard professional services contract and our prior proposal outlined our monthly billing procedures. Your signature below authorizes the tasks above and agrees to the terms and conditions of our professional services contract. This proposal is good for 30 days.

Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG  
 Senior Hydrogeologist/VP Environmental Service  
 cc: file

\_\_\_\_\_  
 Authorizing Signature and Date

RESOLUTION NO.: 25 - 2015

OF

JANUARY 26, 2015

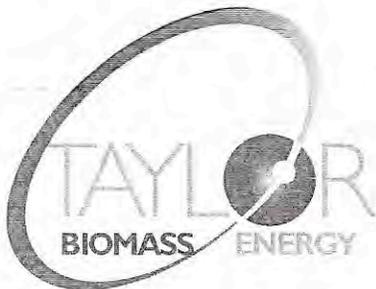
**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN EXTENSION AGREEMENT WITH  
TBE-MONTGOMERY LLC FOR SOLID WASTE DISPOSAL**

WHEREAS, by Resolution No. 121-2011 of July 11, 2011, the City of Newburgh authorized an agreement with TBE-Montgomery LLC for the disposal of municipal solid waste through a renewable electrical energy process at a substantially lower cost than the City currently pays for disposal of solid waste at the Orange County Transfer Station; and

WHEREAS, the original agreement provided for a start-up period of three years, which ended on December 31, 2014, and TBE-Montgomery LLC has presented a proposal to extend the term of the start-up period of the agreement for a new three year period with all remaining terms of the agreement to continue; and

WHEREAS, this Council has reviewed terms of the extension offer and agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an extension agreement with TBE-Montgomery LLC, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the Corporation Counsel, for the disposal of municipal solid waste.



November 10, 2014

City Manager  
City of Newburgh, New York  
83 Broadway  
Newburgh, NY 12550

AND

Corporation Counsel  
City of Newburgh  
83 Broadway  
Newburgh, New York, 12550

Re: Amendment of the Solid Waste Processing and Disposal Agreement  
(this "Amendment")

Ladies and Gentlemen:

Reference is made to the Solid Waste Processing and Disposal Agreement by and between the City of Newburgh, New York (the "Municipality"), and TBE-Montgomery, LLC (name changed to Taylor-Montgomery, LLC on November 15, 2013) (the "Contractor") dated July 22, 2011 (the "Agreement"), in connection with a proposed solid waste receiving and recycling, biomass fuel preparation and waste power production facility to be located in Montgomery, Orange County, New York. Capitalized terms used but not defined herein have the meanings provided in the Agreement.

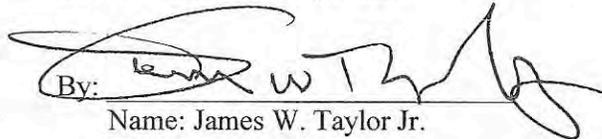
By signing this Amendment, the Municipality and the Contractor agree to amend the Agreement by deleting "December 31, 2014" in Section 9.02 and replacing such date with "December 31, 2017".

Except as expressly amended hereby, all terms and conditions of the Agreement remain in full force and effect. This Amendment shall be governed by the laws of the State of New York (without regard to the principles of conflict of laws).

**Signature page follows:**

Very truly yours,

TBE-MONTGOMERY, LLC (now known as)  
**Taylor-Montgomery, LLC**

By: 

Name: James W. Taylor Jr.

Title: President & CEO

Date: November 14, 2014

AGREED AND ACCEPTED:

**CITY OF NEWBURGH, NY**

By: \_\_\_\_\_

Name:

Title:

Date:

ORDINANCE NO.: 2 - 2015

OF

January 26, 2015

AN ORDINANCE AMENDING CHAPTER 163  
ENTITLED "FEES" OF THE CODE  
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 276, Tobacco

§ 276-7 Tobacco Retail License Application Fee \$10.00 Non-refundable

§ 276-7 Tobacco Retail License Annual Fee \$50.00

Tobacco Retail License Replacement Fee \$50.00

Section 2. This ordinance shall take effect on February 1, 2015.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.