City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la Ciudad de Newburgh
June 11, 2015
6:00 p.m.
AGENDA

1. Presentations:

   a. A presentation by Deirdre Glenn regarding the City of Newburgh, Chapter 300 Zoning.

2. Economic Development and Planning:

   a. Resolution No. 133-2015
   A resolution of the City Council of the City of Newburgh, New York supporting the 2015 Consolidated Funding Application of Safe Harbors of the Hudson, Inc. to the Office of Community Renewal, New york State Housing Trust Fund Corporation for a New York Main Street Grant. (Deirdre Glenn)

   b. Resolution No. 134-2015
   A resolution authorizing the City Manager to enter into a sub-recipient agreement with the Newburgh Community Land Bank for the implementation of the Downing Park Greenhouse Improvements Project. (Deirdre Glenn)

   c. Resolution No. 135--2015
   A resolution to authorize the conveyance of real property known as 205 Broadway (Section 35, Block 2, Lot 19) at private sale to Wei Luo for the amount of $40,000.00. (Deirdre Glenn)

   d. Resolution No. 136-2015
   A resolution to authorize the conveyance of real property known as 169 Prospect Street (Section 16, Block 3, Lot 5) at private sale to Cheryle Branson for the amount of $21,100.00. (Deirdre Glenn)

   e. Resolution No. 137 – 2015
   A resolution authorizing the City Manager to accept a grant from the Hudson River Valley Council Greenway Communities Program in the amount of $7,500.00 and enter into a sub-recipient agreement with the Newburgh Community Land Bank for the implementation of the reactivating vacant lots project in the City of Newburgh. (Deirdre Glenn)

3. Engineering

a. Resolution No. 138-2015
A resolution in support of the grant application of the City University of New York Research Foundation to the New York State Department of Environmental Conservation in connection with projects related to the City of Newburgh's Drinking Water Sources. (Chad Wade, Assistant City Engineer)

b. Resolution No. 139-2015
A resolution authorizing the City Manager to accept a proposal and enter into an agreement with CJS Engingeering Services, PC for professional services in connection with chemical bulk storage compliance at a cost of $23,525.00. (Jason Morris)

c. Resolution No. 140-2015
A resolution authorizing the City Manager to execute a contract amendment with Barton & Loguidice, DPC for Professional Engingeering Services for the emergency reconstruction of the West Trunk Sewer line and related improvements at an additional cost of two hundred thirty-two thousand five hundred dollars. (Jason Morris)

d. Resolution No. 141-2015
A resolution authorizing the City Manager to accept a proposal and execute a contract with Mabey Inc. for the purchase of the temporary bridge installed at the Route 32/Metal Arch Culvert Bridge also known as the Lake Street Bridge at a cost of $160,820.00. (Jason Morris)

4. Agreements

a. Resolution No. 142-2015
A resolution authorizing the City Manager to enter into a license agreement with House of Refuge to allow use of City owned property located at 140 Broadway for the Tuesday Farm Market. (Michelle Kelson)

b. Resolution No. 143-2015
A resolution to authorize the award of a bid and the execution of a contract with Fireworks Extravaganza for the 2015 City of Newburgh Fourth of July Celebration for the bid amount of $10,000.00. (Councilwoman Angelo and John Aber)

c. Resolution No. 144-2015
A resolution authorizing the City Manager to accept donations of registration fees for children to attend the City of Newburgh's Annual Summer Camp.

5. Recreation:

Resolution No. 145-2015
A resolution authorizing the City Manager to accept a donation of sports equipment and apparel from Good Sports, Inc. In the amount of $4,369.00 for use by the City of Newburgh Recreation Department. (Derrick Stanton)

6. Department of Public Works

a. Resolution No. 146-2015
A resolution authorizing the City Manager to accept a quotation and execute an agreement with Brim Recyclers Inc. for semi-crushing and removal of abandoned vehicles at the City of Newburgh Public works Impound Lot. (George Garrison)

7. Comptroller Items:

a. Resolution No. 147-2015
Resolution amending Resolution No.: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer $220,000.00 from Contigency to Sewer - Other Services to provide funding for emergency repairs to the Renwick Street Combined Sewer Outfall, the Lake Drive Pump Station and the Liberty Street sewer main. (John Aber & Jason Morris)

b. Resolution No. 148-2015
A resolution to authorize the award of a bid and to execute an agreement for vendor services with Economy Cleaners to provide uniform cleaning services to the City of Newburgh Police Department. (John Aber & Acting Chief Dan Cameron)

8. Resolutions of Support:

a. Resolution No. 149-2015
A resolution of support for the New York State Wage Board raising the wage of fast food workers and recommending a wage of $15.00 an hour in New York. (Council woman Mejia)

9. Ordinances :

a. Draft Ordinance No. 8-2015
An ordinance amending Section 163-1 "Schedule of Code Fees" of Chapter 163 "Fees" of the Code of the City of Newburgh.
(Michelle Kelson)

Bosquejo de Decreto Nu. -2015
Una enmienda de decreto sección 163-1 "Programa de tarifas de Códigos" del capítulo 163 "tarifas" del código de la Ciudad de Newburgh

b. Draft Ordinance No. 9-2015
An Ordinance amending Chapter 121 entitled "Buildings, Vacant" of the Code of Ordinances of the City of Newburgh to require owners of vacant property to submit a cash bond when filing a Vacant Property Registration Statement .
(Michelle Kelson & John Aber)

10. Local Laws:

a. Draft Local Law No. 3-2015
A Local Law rescinding the language contained in Chapter 34, Article I of the Code of the City of Newburgh entitled "Code of Ethics" and amending Chapter 34 to enact a new Article I entitled "Code of Ethics". (Michelle Kelson)

11. Discussion Items:

a. Planning and Development Reorganization (Deirdre Glenn)

b. 123 Grand St. Mount St. Mary's Rental (Michael Ciaravino & Deirdre Glenn)

c. Consolidated Funding Application Update (Deirdre Glenn & Ellen Fillo)

d. All Granite – Outside water connection proposed in Town of Newburgh (City Charter requires public referendum to permit connection) (Jason Morris)

e. City of Newburgh 150th Anniversary Parade

12. Executive Session:

a. Pending litigation

RESOLUTION NO.: 133 - 2015

OF

JUNE 15, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2015 CONSOLIDATED FUNDING APPLICATION OF SAFE HARBORS OF THE HUDSON, INC. TO THE OFFICE OF COMMUNITY RENEWAL, NEW YORK STATE HOUSING TRUST FUND CORPORATION FOR A NEW YORK MAIN STREET GRANT

WHEREAS, the New York Main Street Downtown Anchor Project Program is intended to help establish or expand cultural, residential or business anchors that are key to local downtown revitalization efforts through substantial interior and/or exterior building renovations; and

WHEREAS, Safe Harbors of the Hudson intends to apply for Funding under the New York Main Street Downtown Anchor Program to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, Safe Harbors is collaborating with the Newburgh Community Land Bank and the City of Newburgh in the downtown location of the Ritz Theater to identify concentrated and well-defined Main Street areas to leverage and maximize the impact of funding on the community;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2015 Consolidated Funding application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Downtown Anchor Project Program to secure state funding for the Ritz Theater restoration.

RESOLUTION NO.: 134 - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK FOR THE IMPLEMENTATION OF THE DOWNING PARK GREENHOUSE IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 57-2015 of March 23, 2015, this Council accepted the City of Newburgh Five Year Consolidated Plan and the Fiscal 2015 Annual Action Plan as amended and authorized staff to submit said Plans to the U.S. Department of Housing and Urban Development; and

WHEREAS, the 2015 Action Plan as modified includes an allocation of funding for the Downing Park Greenhouse Improvements Project (the "Project"); and

WHEREAS, the CDGB Advisory Committee invited several community non-profit organizations to submit proposals for the management of the Project and selected the Newburgh Community to take the leadership role in managing the green houses and work in partnership with Downing Park; and

WHEREAS, the City of Newburgh wishes to enter into a sub-recipient agreement with the Newburgh Community Land Band to undertake the coordination of the Project and will allocate Community Block Grant Funding to support the salaries for one full-time and two part time staff for two and one/half years beginning June 2015 and ending December 31, 2017; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

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 sub-recipient agreement with the Newburgh Community Land Bank for the oversight and management of the Downing Park Greenhouse Improvements Project and to provide fund in the amount of $389,500.00 to support staffing of the Project.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015

BY AND BETWEEN:

NAME: NEWBURGH COMMUNITY LAND BANK

ADDRESS: P.O. Box 152, Newburgh, NY 12550

FEDERAL EMPLOYER ID #:_____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement (Schedule "A"); and

WHEREAS, City wishes to engage the Newburgh Community Land Bank as sub-grantee to conduct the aforementioned program for the period of such agreement; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Schedule A, and the project budget not to exceed $389,500 as detailed in Schedule "B";

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

(1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures

and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.

(5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a period from June 2015 and ending December 31, 2017.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

(1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extend that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed Three Hundred Eighty-Nine Thousand Five Hundred ($389,500.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Schedule- "B".

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees

to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The as Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services

under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any personal shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is cause by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
$1,000,000

PERSONAL INJURY LIABILITY

Each Person	Occurrence
$1,000,000	$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

To the Sub-grantee: Executive Director
Newburgh Community Land Bank
P.O. Box 152
Newburgh, NY 12550

IN WITNESS WHEREOF, the **Sub-grantee**, **City** have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

NEWBURGH COMMUNITY LAND BANK

By_____

Title_____

Date: _____

CITY OF NEWBURGH

By_____
Michael G. Ciaravino
City Manager
Per Res. No.

Date_____

APPROVED AS TO FORM BY:

_____
Corporation Counsel

APPROVED BY:

_____
Comptroller

ATTACHMENT "A"

Downing Park, May 2015

CDBG funds allocated to the City of Newburgh will be allocated to support a partnership with the Downing Park Planning Committee and the Land Bank sponsorship from the USDA Valley Greenway funding to create a working greenhouse and gardens. The purpose is to engage our youth and the community in a partnership to educate and to appreciate the responsibilities of a community garden to promote a healthy way of living.

Our mission is to educate, empower, and encourage Newburgh residents, especially youth to participate in urban farming and healthy living.

Our goal is to build a 2 Bay green house with options for soil based farming and a hydroponic system. Environmental remediation will began on the adjacent pump house on June 1st. It is planned that this work will be completed within the week.

The set-up of the program will begin in June; raised beds will be constructed and planted. Quotes will be obtained for the Lord & Burnham greenhouse parts of which remain standing, and work will begin on the domed hydroponic system.

A program of outreach and public relations will be begun and an education program established.

In year 1, June through December 2015, it is proposed to have 1 fulltime garden director, 1 part time gardener and 1 part time education and development officer (paid on an hourly basis). An additional part-time garden assistant will be hired on an as needed basis. The program will be managed by the Land Bank under a subcontract with the City. The staff will be City of Newburgh residents, and will be placed on the payroll of the Land Bank and report to the Director of the Land Bank. The City will remit funding to the Land Bank under contract, on a quarterly basis.

In years 2 and 3 (January 2016-December 2017) the full time gardener, part time education/development officer will be retained. Two part-time gardeners will be hired on an as needed basis. CDBG will put up $10,000 towards funds in each of Years 1-3 for garden materials. CDBG will also absorb the cost of printing and outreach. The draft budget is attached.

DRAFT

24x48

NEWBURGH LAND BANK GREENHOUSE			
Items	Description	Cost	Notes
Greenhouse with heating and cooling	30' X 72'	$22,146	
Doors			
Endwalls			
Roll up sides			
Poly Film			
Ridge vent			
Insect netting			
Circulation fans	(4) 600 watt fans	$357	8 months @ $.10 kWh
Heaters	(2) 150,000 BTU/hr	$21,312	4 months @ $5328
Aquaponic System	24' X 48'	$22,500	$30.00
tanks	(4) 400 gal		expandable system
Solids removal			from Pentair
filters			
Nitrification tank			
Nitrogen degas tank			
air pump			
water pump			
base addition tank			
Deep water culture liner	EPDM (4) 4'X24'	$1,067	
feed	24 wks / 23 lb/day	$18,976	8 months of feed
scale	ohaus scout pro	$215	200 lbs / .1 G
tank heaters and controllers	6000 volts	$1,435	287 (5) & spare
controller for tank heaters	230 watts	$2,340	585 (4)
automatic feeders	1/tank	$716	(4) @ 179.10
feeder controller	1	$130	
back up generator	3000 watts	$2,300	Honda (gas)
Monitoring			
controller	Sensaphone 400	$443	Web600 (add ethernet)
Temperature (air)		$35	
Temperature (water)		$80	
Humidity		$43	
Power		$50	
Water quality meters	EC, Nitrates, DO, pH	$450	handheld digital
Growing supples			
seed propagation system	prop mat and thermo	$225	12" X 5'
rockwool cube	40 sheets 1.5"/30	$415	
net pots	(900) 2"X2"	$180	
Lettuce seed	REX lettuce	$175	8 mos. Or 4.5 cycles
Sticky traps	3"X8" yellow	$33	48 pack (1)
Lights	Sun Blaze or Magnolia	$130	4' (four tubes)

24x48

electric for air & water pump	747(watts)	$432	8 mos at $54/mo
	Annual		plus taxes
Staff	40 hrs/ wk leader	$54,120	with health care plan
Assistant	20/ wk	$24,960	
Assistant	20/ wk	$24,960	
Lumber	board feet		
2X4			
2X10			
2X12			
3/8 plywood			
2" foam board	Lowes (troughs)	$756	(21) @ 35.50
1" foam board	Lowes (troughs)	$204	(12) @ 17
more foam board for all end walls and		$465	
sidewalls		$2,750	
	base layer grey	$810	30 yds
	top layer white	$688	10 yds
ground cover fabric	200 lb	$225	6'x100' roll (3)
Cargo bicycle	Tri or Bakefiet style?	$2,000	online or peoples
Ice Chest	120 qt. Igloo	$55	Walmart
garden cart	Gardeners supply	$229	medium 2 wheel cart
garden scoot	"	$89	wheeled seat
		$205,899	
not including end walls, gas, water and all electric,			
fees, shipping, buffers or trace minerals, etc			
NEWBURGH LAND BANK GREENHOUSE			

ATTACHMENT "B"

CDBG

	Salary	taxes	HC	TOTAL	Monthly	2015 7 mos	2016 12 Mos	2017 12 Mos
Marcel	50,000.00	12,500.00	4,120.00	66,620.00	5,551.67	38,861.67	66,620.00	66,620.00
Virginia	36,400.00			36,400.00	3,033.33	21,233.33	36,400.00	36,400.00
PT	15,600.00			15,600.00	1,300.00	9,100.00	15,600.00	15,600.00
PT	7,800.00			7,800.00	650.00	4,550.00	7,800.00	7,800.00
TOTAL Salaries						73,745.00	126,420.00	126,420.00
Supplies						10,050.00	12,000.00	12,000.00
Subtotal						83,795.00	138,420.00	138,420.00
Admin						6,705.00	11,080.00	11,080.00
TOTAL						90,500.00	149,500.00	149,500.00

RESOLUTION NO.: ___135____- 2015

OF

JUNE 15, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 205 BROADWAY (SECTION 35, BLOCK 2, LOT 19) AT PRIVATE SALE TO WEI LUO FOR THE AMOUNT OF $40,000.00

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 205 Broadway, being more accurately described as Section 35, Block 2, Lot 19 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 August 14, 2015, being sixty (60) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
205 Broadway	35 – 2 – 19	Wei Luo	$40,000.00

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
205 Broadway, City of Newburgh (35-2-19)

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, except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
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 August 14, 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 <u>not</u> 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.: 136 - 2015

OF

JUNE 15, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 169 PROSPECT STREET (SECTION 16, BLOCK 3, LOT 5) AT PRIVATE SALE TO CHERYLE BRANSON FOR THE AMOUNT OF $21,100.00

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

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

WHEREAS, the City of Newburgh desires to sell 169 Prospect Street, being more accurately described as Section 16, Block 3, Lot 5 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 September 14, 2015, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
169 Prospect Street	16 – 3 – 5	Cheryle Branson	$21,100.00

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

Terms and Conditions Sale
169 Prospect Street, City of Newburgh (16-3-5)

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. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City and County taxes and 2014-2015 School 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 except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
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 Colonial Terraces Design District as designated upon the zoning or tax map. This parcel is being sold subject to all provisions 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 September 14, 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 <u>not</u> 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 ten (10) 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.: 137 - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM THE HUDSON RIVER VALLEY COUNCIL GREENWAY COMMUNITIES PROGRAM IN THE AMOUNT OF $7,500.00 AND ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK FOR THE IMPLEMENTATION OF THE REACTIVATING VACANT LOTS PROJECT IN THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 31-2015 of February 23, 2015, the City Council of the City of Newburgh authorized the Newburgh Community Land Bank to apply for a Greenway Communities Grant from the Hudson River Valley Council for the Reactivating Vacant Lots in the City of Newburgh Project (the "Project"); and

WHEREAS, the City of Newburgh has been informed it has been awarded Seven Thousand Five Hundred ($7,500.00) Dollars to fund the Project; and

WHEREAS, the Newburgh Community Land Bank will continue to oversee and manage the Project and provide any match required by the grant; and

WHEREAS, the City of Newburgh wishes to accept the grant funds and enter into a sub-recipient agreement with the Newburgh Community Land Bank to undertake the oversight and management of the Project and to provide the matching funds of $9,700.00 and in-kind services for a total project cost of $17,200.00; and

WHEREAS, this Council has determined that entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

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 grant from the Hudson River Valley Council Greenway Communities Grant Program in the amount of $7,500.00 and enter into the sub-recipient agreement with the Newburgh Community Land Bank to oversee and manage the Reactivating Vacant Lots in Newburgh Project and to provide the matching funds of $9,700.00 and in-kind services for a total project cost of $17,200.00.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2015

BY AND BETWEEN:

NAME: NEWBURGH COMMUNITY LAND BANK

ADDRESS: P.O. Box 152, Newburgh, NY 12550

FEDERAL EMPLOYER ID #:_____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the SUB-GRANTEE, and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as the CITY, a public body corporate established under the laws of the State of New York, having its principal office at 83 Broadway, Newburgh, Orange County, New York, hereinafter referred to as "THE CITY".

WHEREAS, the City is scheduled to receive a grant from the Hudson River Valley Greenway Communities Council on behalf of the Greenway Communities Program in the amount of Seven Thousand Five Hundred ($7,500.00) Dollars for the purpose of pursuing a Reactivating Vacant Lots in Newburgh Project ("Grant"), as authorized by Resolution No. -2015 adopted by the City Council on June 15, 2015; and

WHEREAS, the Sub-Grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program, which is attached hereto and made a part of this Agreement as Schedule A thereto; and

WHEREAS, City wishes to engage the Sub-Grantee to conduct the aforementioned program for the period of such agreement;

NOW, THEREFORE, the City, and the Sub-Grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I. SCOPE OF SERVICES

(1) The Sub-Grantee shall establish and implement a program within the City of Newburgh as set forth on Schedule A attached hereto and assures the City that the Sub-Grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-Grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-Grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

ARTICLE II. TERMS OF CONTRACT

(1) The services of the Sub-Grantee are to commence upon execution of this Agreement and extend for a period ending two (2) years from the date thereof, or as otherwise provided herein.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party for any breach of the agreement

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

(1) Upon request by the Sub-Grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-Grantee hereby agrees to maintain confidential documentation for all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-Grantee hereby agrees to maintain separate and complete accounting for all funds received from the City under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Sub-Grantee will be provided to the City for review by the City's Comptroller or Auditors when requested.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-Grantee shall be deemed executory to the extent that Grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the Grant monies not be available

for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed SEVEN THOUSAND FIVE HUNDRED ($7,500.00) DOLLARS as full payment for all services rendered by the Sub-Grantee during the period of this agreement. The adopted budget of the Sub-Grantee is annexed hereto as Schedule B.

(3) The City may withhold any payment whenever the Sub-Grantee fails to illustrate proper expenditure of requested funds. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

(4) Sub-Grantee shall provide the matching funds of Nine Thousand Seven Hundred ($9,700.00) Dollars required under the Grant and in-kind donations of professional and other services from other organizations and Sub-Grantee's employees and volunteers.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a bimonthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-Grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

(a) For each bimonthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed Seven Thousand Five Hundred ($7,500.00) Dollars in the aggregate.

(b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from the Grant. The City shall not be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-Grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-Grantee are treated without regard to their race, color, religion, sex, national origin or disability. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-Grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

(3) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-Grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-Grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-Grantee, the City, Hudson River Valley Council, and/or New York State to assure proper accounting for project funds, both Grant and non-Grant shares. The Sub-Grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-Grantee shall submit quarterly reports to the City identifying prescribed activities funded under this Agreement, together with a record of expenses incurred by Sub-Grantee during each such bi-monthly period.

ARTICLE X. AUDITS

(2) The Sub-Grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, New York State Hudson River Valley Greenway, State of New York or any authorized representative and will be retained for such periods of time as may be required by State and local statutes, but in any event, not less than six (6) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-Grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-Grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Law of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-Grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-Grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-Grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-Grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-Grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF SUB-GRANTEE, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-Grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-Grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF THE CITY; MEMBERS OF THE CITY COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the City Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-Grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. Reserved.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-Grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment

of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, with written consent of Sub-Grantee and New York State Hudson River Valley Greenway Sub-Grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-Grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-Grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-Grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City and shall be submitted to it.

(2) In the event of termination, the Sub-Grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-Grantee, the City may withhold from any payments due the Sub-Grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-Grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-Grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-Grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-Grantee hereby agrees to defend, indemnify, and save harmless the City from and against any and all loss, expense, damage or injury whatsoever arising out of this Agreement.

(3) The Sub-Grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh as additional insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, by an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies

expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-Grantee shall provide Worker's Compensation Insurance in accordance with the statutes of the State of New York.

(B) The Sub-Grantee shall carry Liability and Property Damage Insurance with limits of not less than:

BODILY INJURY LIABILITY

Each Person	Each Occurrence
$1,000,000	$2,000,000

PROPERTY DAMAGE LIABILITY

Each Occurrence
$1,000,000

PERSONAL INJURY LIABILITY

Each Person	Occurrence
$1,000,000	$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the **Sub-Grantee and City** have executed this Agreement the day and year herein mentioned.

NEWBURGH COMMUNITY LAND BANK

By_____

Title_____

Date_____

CITY OF NEWBURGH

By_____
Michael G. Ciaravino
City Manager
Per Resolution No.

Date_____

APPROVED AS TO FORM BY:

_____
Corporation Counsel

APPROVED BY:

_____
Director of Finance/Comptroller

ATTACHMENT "A"

PART D – PROJECT DESCRIPTION & CONSISTENCY WITH GREENWAY GOALS

1. Project Description:

(a) Please provide a brief, 50 word summary of the proposed project.

Newburgh Community Land Bank (NCLB) would transform three vacant lots into neighborhood green spaces. NCLB will work with Groundwork Newburgh's Green Team and One Nature, LLC, a local landscape architecture firm. The target lots are underutilized and are unsuitable for community garden use, but are strategically important for neighborhood revitalization.

(b) **With no more than 500 words**, please describe: (1) The location, need for and purpose of the project, and the deliverable that will be produced with Greenway grant funds. (2) How the proposed project advances each of the five "Greenway Criteria" that apply. The Greenway Criteria are: Natural and Cultural Resource Protection; Regional Planning; Economic Development; Public Access; Heritage and Environmental Education. You may attach photographs, maps, renderings, etc. (3) If the project is an intermunicipal or collaborative effort, briefly describe the partnerships and how the project reinforces regional planning or cooperation.

1) NCLB is a quasi-public non-profit organization dedicated to returning vacant and abandoned properties to active use. Its first initiatives focus geographically on Newburgh's most challenging neighborhoods with high levels of vacancy, crime, and poverty. Most unimproved vacant lots become sites for refuse dumping and unsafe activity.

NCLB's work is concentrated on a five block area between Broadway and First Street and Dubois and Liberty Street. Within that area, Lander and Chambers Street are receiving particular attention with four active residential and mixed use projects underway with plans for another six buildings to go into construction in the next twelve months. The proposed project is within immediate proximity to this promising work.

The proposed project involves the improvement and maintenance of three vacant lots as inviting green spaces that also implement sound storm water management practices in a neighborhood with substantial water management problems. The work will employ youths via Groundwork Newburgh while also achieving the aforementioned physical needs of the neighborhood. Emphasis will be placed on native plant species with genomes traceable to this specific geography.

This project proposes to begin in late March 2014 with the design of the sites and plant and seed selection by One Nature LLC with feedback from the Groundwork Newburgh "Green Team"--a youth team employed to work on green initiatives in Newburgh. By mid-May, the installation of the project by the Green Team and other volunteers will be complete, though further improvements to the site, such as the addition of furniture may be ongoing. The Green Team will maintain the site over time, supported by NCLB, and One Nature LLC will provide as-needed technical support and trouble shooting. NCLB will ensure that the project succeeds through coordination, ownership and resource gathering.

2) This project will address Public Access to green space within the City, advance Economic Development that is balanced and mindful of building a high quality living environment for existing and future residents while employing local youths, and will incorporate Environmental Education for participating youth as well as area residents. Ongoing recreational and educational programming at the sites will buttress the education and employment goals of establishing and maintaining the sites. NCLB anticipates hosting approximately 4 events in Year 1 while also making the sites available for use by other parties.

3) There are four essential partners in this project: NCLB, who will own, insure and finance the sustainability of the sites; Groundwork Newburgh, who will manage the youth team who will build, maintain and help program the sites; and One Nature, LLC a design firm with specific expertise in community based, urban restorative ecology projects. Finally, the City of Newburgh, maintains its commitment to the goals of Greenway Communities and whose leaf mulch and woodchip supplies will be relied on to underpin all of the planting activities.

(c) Is your project a plan or planning document? If "yes", include a proposed timetable for implementation (after completion of the document or plan), a description of the implementation steps, and whether funding sources for the implementation have been identified or secured. (100 words or fewer)

No. This project builds upon the Green Land Use Plan created utilizing Greenway Communities Grant funds in 2011-2012.

For Greenway Compact Grant Program Applications only:
If your municipality is a participating Greenway Compact community and applying under the Greenway Compact Grant Program, please answer the following:

2. Consistency with the Greenway Compact: Please list the name of the approved regional or county Greenway Compact Plan, and demonstrate how this project is consistent with the plan by citing specific sections or pages.

n/a

PART E – WORK PROGRAM, TIME LINE & BUDGET SUMMARY

Work Program & Time Line: Complete the information requested below and briefly list the proposed work program, by task, phase, or milestone and the timeline associated with the project. At a minimum, provide a start date and completion date for each project milestone (e.g. public input period, draft document completed, etc.). You may provide this information in an attachment. Under this grant program, reimbursable costs may not be incurred prior to the date of award.

Project Start Date: 03/15/2015 Expected Project Completion Date: 05/31/2015

	Description	Start Date	Completion Date
Phase/Task 1:	Design	03/05/2015	04/15/2015
Phase/Task 2:	Site Installation	04/15/2015	05/05/2015
Phase/Task 3:	Planting	05/05/2015	05/15/2015
Phase/Task 4:	Punch List thru Ribbon Cutting	05/15/2015	05/31/2015

ATTACHMENT "B"

Budget Summary: Please identify the proposed expenditures of the project according to the following: (See worksheet below for budget and match detail)

Project Costs	Greenway Funds Requested	Local and other Funding Match	Total
Contractual/Professional Services:	$ 4,600.00	$ 4,480.00	$ 9,080.00
Equipment/Supplies/Materials:	$ 2,900.00	$ 5,220.00	$ 8,120.00
Construction:	$ 0.00	$ 0.00	$ 0.00
Land Acquisition:	$ 0.00	$ 0.00	$ 0.00
Total:	$ 7,500.00	$ 9,700.00	$ 17,200.00
	(Total must equal the amount of "Total Greenway Funds Requested" in Budget Detail)	(Total must equal the amount of "Total Applicant Match" line in Budget Detail and must be equal to or greater than Total Greenway Funds Requested)	

Budget Detail for Greenway Funds Requested:

Contractual/Professional Services (Please specify):

Design-One Nature LLC	$ 2,000.00
Maintenance/Install Contract-Group	$ 2,100.00
	$ 0.00
Total Contractual/Professional Services:	$ 4,600.00

Equipment/ Supplies/ Materials (Please specify):

Weed Barrier	$ 750.00
Plantings	$ 1,950.00
Straw	$ 200.00
Total Equipment/Supplies/Materials:	$ 2,900.00

Construction:

	$ 0.00
	$ 0.00
	$ 0.00
Total Construction:	$ 0.00

Total Greenway Funds Requested: $ 7,500.00

Budget Detail for Applicant Match (In this section, please detail in-kind services, local match including all cash, and other funding):

1. In-kind services (salaries, wages, travel/mileage):

Salaries:

Job Title: Executive Director (NCLB)

Rate of Pay: $ 44.00 / hr Hours 47.27 $ 2,080.00

Hourly Wages:

Job Title: _____

Rate of Pay: $_____ / _____ Hours _____ $ 0.00

Volunteer Hours (valued at $15 per hour):

Number of Volunteers: _____

Total of all Volunteer Hours_____ x $15/hour = $_____

Mileage (show rate and miles, rate may not exceed IRS limits):

_____ (Rate) x _____ (Miles) = $ 0.00 (Amount)

Other Travel (specify): _____ $_____

Total In-Kind Services: $ 0.00

Continued on next page

Budget Detail for Applicant Match Continued:

2. Land Acquisition: $_____

3. Contractual/Professional Services (Please specify):

Groundwork Newburgh Green Team	$ 2,400.00
	$ 0.00
Total Contractual/Professional Services:	$ 2,400.00

4. Equipment/ Supplies/ Materials (Please specify):

Compost	$ 4,240.00
Wood Chips	$ 980.00
Total Equipment/Supplies/Materials:	$ 0.00

5. Construction:

	$ 0.00
	$ 0.00
Total Construction:	$ 0.00

Total Applicant Match (#1 through #5): $ 9,700.00

RESOLUTION NO.: ___138_____ - 2015

OF

JUNE 15, 2015

A RESOLUTION IN SUPPORT OF THE GRANT APPLICATION OF THE CITY UNIVERSITY OF NEW YORK RESEARCH FOUNDATION TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN CONNECTION WITH PROJECTS RELATED TO THE CITY OF NEWBURGH'S DRINKING WATER SOURCES

WHEREAS, the City University of New York Research Foundation ("CUNY") is preparing a grant application to the New York State Department of Environmental Conservation Hudson River Estuary Program to implement a planning and mapping project to identify promising locations for green infrastructure and other stormwater and watershed retrofit projects related to protection of the City of Newburgh's drinking water sources; and

WHEREAS, the grant will focus on delineation and protection of the Washington Lake and Brown's Pond drinking water watersheds; and

WHEREAS, the project will use staff resources and graduate students from the CUNY Institute for Sustainable Cities ("CUNY Institute"), including Geographic Information Systems capacity, for mapping and analysis in these watersheds; and

WHEREAS, the project will include a focus on several distinct types of opportunities and locations where green infrastructure and other best management practices and restoration steps will be evaluated and ranked for their potential to protect and restore drinking water quality, beginning with the core areas adjacent to the reservoirs and moving farther out to address other areas in these watersheds; and

WHEREAS, the CUNY Institute is proposing to apply for funding for this project in close collaboration with the City of Newburgh, and in coordination with other relevant partners; and

WHEREAS, the CUNY Institute is not requesting a formal commitment of City resources, except for limited time needed for periodic consultations with the City Engineer and other relevant staff; and is asking for support for this project from the City of Newburgh; and

WHEREAS, this Council has determined that supporting the CUNY application is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that this Council of the City of Newburgh, New York supports the grant application being submitted to the New York State Department of Environmental Conservation by the City University of New York Research Foundation in connection with projects related to the City of Newburgh's Drinking Water sources.

RESOLUTION NO.: ___139_____ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT WITH CJS ENGINGEERING SERVICES, PC FOR PROFESSIONAL SERVICES IN CONNECTION WITH CHEMICAL BULK STORAGE COMPLIANCE AT A COST OF $23,525.00

WHEREAS, the New York State Department of Environmental Conservation issued a Notice of Violation to the City of Newburgh related to violations of the Chemical Bulk Storage regulations issued under Article 40 of the NYS Environmental Conservation Law; and

WHEREAS, the City must address issues at the Water Filtration Plant related to non-compliant and non-registered chemical storage tanks, lack of proper transfer station containment structures and improper labeling of storage tanks; and

WHEREAS, CJS Engineering Services, PC has provided proposal for professional engineering services required to address the proper chemical tank storage, labeling, reporting and the design of the transfer station containment area; and

WHEREAS, the cost for these services will be $23,525.00 and funding shall be derived from the F 8340.0448 Water Fund Distribution – Other Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be, and he hereby is authorized to accept a proposal and enter into an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with CJS Engineering Services, PC for professional engineering services related to the remediation of Chemical Bulk Storage violations at the Water Filtration Plant at a cost of Twenty Three Thousand Five Hundred Twenty-Five ($23,525.00) Dollars.

CJS ENGINEERING, PC

45 Herb Hill Road
Glen Cove, NY 11542
Tele: 516-674-0101 • Fax: 516-674-4719 • CScolaro@cjs-eng.com

May 20, 2015

Mr. Chad Wade
City of Newburgh
493 Little Britain Road
Newburgh, NY 12550

Re: NYS DEC Notice of Violations dated February 23, 2015
Proposal for Engineering Services Relating to Chemical Bulk Storage

Dear Mr. Wade:

Per your request, I am pleased to provide this proposal for engineering services associated with the chemical bulk storage facility located at the City of Newburgh Water Plant. In particular, this proposal addresses the issues raised by Mr. Ed Moore of the NYS DEC during his February 18, 2015 site visit and the subsequent Notice of Violations ("NOV") dated February 23, 2015.

Background

In 1986, New York State passed two laws, Article 37 and Article 40 that were designed to protect public health, safety and the environment. Based on these laws, the NYS DEC promulgated regulations for the safe sale, storage and handling of hazardous substances. More specifically, these included regulations for the proper registration and inspection of chemical and petroleum bulk storage facilities with deadlines for upgrading and or replacing storage tanks. The deadlines have long since lapsed.

The chemical bulk storage facility at the City of Newburgh Water Plant has six chemical tanks: one 7,889 gallon tank for Hydrofluorosilicic Acid, one 350 gallon tank for Potassium Permanganate, two 3,000 gallon and two 350 gallon tanks for Sodium Hypochlorite. These tanks are all impacted by these regulations. The City began to address some of the State's requirements in 2013 when CJS began annual inspections and initiated a five year inspection of the storage facility.

On February 18, 2015 the NYS DEC inspected the site and formally notified the City of issues with the storage facility. These issues include the use of noncompliant and nonregistered tanks,

the lack of a proper transfer station and improper labeling of storage tanks. The City is required to submit a plan to address each of these issues.

Qualifications

CJS is a New York State environmental engineering firm with extensive chemical bulk storage tank inspection and regulatory experience. Our work includes chemical and petroleum tank inspections, water and wastewater treatment consulting, permitting as well as numerous other environmental services. CJS has provided engineering services to clients throughout New York State and enjoys an excellent relationship with the various regional NYSDEC offices. We have recently provided inspection and design services at water treatment facilities in Brewster, Saugerties, Poughkeepsie, Newburgh (wastewater treatment plant), East Hampton, Southampton, Wallkill and several locations in Carmel, NY.

Scope of Services

In general, the proposed scope of work is to address the issues raised by the NYSDEC NOV and ensure compliance with NYSDEC Bulk Storage regulations. The two most serious violations concern the storage of hydrofluoric acid and the construction of a transfer station for the acceptance of chemical deliveries at the facility. There are also some reporting and labeling issues that need to be addressed.

The following is a proposed scope to address these issues:

1. **Hydrofluoric Acid Storage**: Since the NYS DEC inspection in February, the existing acid storage tank has been taken out of service. Totes are currently being utilized but, based on the amount of acid used on a daily basis, a bulk storage tank would be the preferred method of storage. Until the size and location of this new tank can be determined, it is difficult to quantify the level of engineering effort needed. As a first step, we propose to meet with the plant staff to size the new tank and to look into various locations to place the tank, including the use of the existing tank as a containment vessel.
   This task includes one (1) site visit to review potential locations and determine tank size and the preparation of a report describing the location(s) selected, justification of the required tank size and any issues associated with the location(s). Based on this, we can provide a better estimate of the engineering work required, which may include a structural analysis of the existing tank or floor.

CJS ENGINEERING, PC
45 Herb Hill Road
Glen Cove, NY 11542

2. **Transfer Station Design**: The existing fill ports for the sodium hypochlorite and hydrofluoric acid tanks are in an area that can be adapted into an acceptable transfer station. The piping and existing underground spill tank, which is used to collect rainwater at the loading dock and any leaks at the fill ports, will need to be modified as a holding tank for the transfer station.
   This task will include reviewing the existing facility drawings, preparing the necessary design drawings, and meeting with plant staff to review the design. The drawings will have sufficient detail for the plant staff to perform these modifications. This task will also include providing the NYSDEC with copies of the drawings for their review.
3. **Spill Prevention Report (SPR) Revisions**: The existing SPR will be updated to reflect the changes made at the facility (i.e. change in tankage, transfer station sizing and design, etc.). This task will included any and all changes required to satisfy the NYSDEC.
4. **Labeling and Reporting Procedures**: CJS will review the existing tank and piping labels for compliance with the regulations and prepare a response to the NYS DEC.
5. **Tank Closure**: The hydrofluoric acid tank, which is currently out of service, must be closed in compliance with the regulations. CJS will ensure that the tank has been properly closed and the NYS DEC notified.
6. **NYS DEC Notification**: At the completion of the work, including the modifications to the loading dock area, a summary report will be prepared for submission to the NYS DEC in response to the NOV. This will include photographic evidence of the work and an updated SPR.

Fee Proposal

CJS proposes to perform the above services, per the following:

1.	Hydrofluoric Acid Storage	$2,525.00
2.	Transfer Station Design	$14,850.00
3.	Spill Prevention Report Revisions	$600.00
4.	Labeling & Reporting Procedures	$1,200.00
5.	Tank Closure	$750.00
6.	NYS DEC Notification	$3,600.00
	Total Fee	$23,525.00

It is estimated that work can begin within 2 to 3 weeks of receiving a purchase order.

CJS ENGINEERING, PC
45 Herb Hill Road
Glen Cove, NY 11542

May 20, 2015
Mr. Chad Wade
City of Newburgh

Thank you for the opportunity to provide this proposal and we welcome the opportunity to discuss it with you in more detail.

Sincerely,

CJS Engineering, P.C.

Charles Scolaro, P.E.
Principal

PROPOSAL ACCEPTANCE AGREEMENT

Proposal:	Engineering Services
Submitted to:	Mr. Chad Wade City of Newburgh
Date:	May 20, 2015
Lump Sum Cost:	$23,525.00
Signature	_____
Name:	_____
Purchase Order:	_____

CJS ENGINEERING, PC
45 Herb Hill Road
Glen Cove, NY 11542

RESOLUTION NO.: 140 - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH BARTON & LOGUIDICE, DPC FOR PROFESSIONAL ENGINGEERING SERVICES FOR THE EMERGENCY RECONSTRUCTION OF THE WEST TRUNK SEWER LINE AND RELATED IMPROVEMENTS AT AN ADDITIONAL COST OF TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS

WHEREAS, by Resolution No. 139-2013 of July 17, 2013, the City Council authorized the Interim City Manager to execute an agreement for professional engineering services with Barton & Loguidice, P.C. for the scope of work outlined in a proposal dated June 28, 2013 in an amount not to exceed $690,000.00 for the emergency reconstruction of the West Sewer Trunk Line and related repairs and for the stabilization of the Quassaick Creek Corridor (the Project); and

WHEREAS, by Resolution No. 223-2013 of October 28, 2013, the City Council authorized the Interim City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, P.C. for the additional scope of work outlined in the proposal dated June 28, 2013 necessary for the removal of the Holden Dam and related stream stabilization work in an amount not to exceed $185,000.00 in connection with the West Sewer Trunk Line Repair and Quassaick Creek Corridor Stabilization Project; and

WHEREAS, Barton & Loguidice, DPC has presented a proposal to further amend the agreement for professional services to cover additional work and costs associated with the tasks of sewer inspections and cleaning, disposal of heavy cleaning debris, additional bypass pumping, subsurface investigations, location of 54 inch brick main, additional right-of-way survey work and steel pipe condition assessment; and

WHEREAS, the professional services agreement also includes a credit for allocations for archeological services which are no longer required and a budget reallocation from final design sewer phase to preliminary design sewer phase for a net cost of additional services in the amount of $232,500.00 and total Project cost of $1,107,500.00 which remains below the Project cost as authorized by Resolution No. 179-2012 of October 9, 2012 and included within the Project financing amount approved by EFC; and

WHEREAS, the funding for the additional services such project shall be derived from HG1.8130.0400.8200.2013; and

WHEREAS, this Council finds that authorizing the City Manager to execute an amendment to the professional engineering services contract for the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute amendment no. 3 to the agreement for professional engineering services with Barton & Loguidice, DPC for the additional scope of work outlined in the proposal dated May 27, 2015 necessary for additional engineering services in an amount not to exceed $232,500.00, with other provisions as Corporation Counsel may require, in connection with the West Sewer Trunk Line Repair and Quassaick Creek Corridor Stabilization Project.

May 27, 2015

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

RE: Amendment to Professional Services Agreement
West Trunkline Sewer Corridor Improvements Project
City of Newburgh, Orange County, New York

File: P702.2630

Dear Mr. Morris:

As you are aware, Barton & Loguidice, D.P.C. (B&L) has completed the scope of services in accordance with our Agreement for the Closed Circuit Television (CCTV) Inspections and the Cleaning of the West Trunkline Sewer, Combined Sewer Overflow Pipe, and portions of the Southern Interceptor Sewer up to the Northern Interceptor. We are currently working on the design of the sewer rehabilitation. B&L is pleased to continue assisting the City of Newburgh with effective and efficient implementation of the West Trunkline Sewer Corridor Improvements Project including the rehabilitation of the West Trunkline Sewer, and the stabilization of the Quassaick Creek Corridor. At this time, Barton & Loguidice, D.P.C. (B&L) is requesting an amendment to our agreement be authorized by the City to cover the additional costs associated with the following items:

1. Sewer Inspections & Cleaning;
2. Disposal of Heavy Cleaning Debris;
3. Additional Bypass Pumping;
4. Subsurface Investigations;
5. Services required to locate 54-inch West Trunkline Sewer;
6. Additional Survey along Walsh Road and along the CSX right of way to the Water Pollution Control Plant (WPCP);
7. Steel Pipe Condition Assessment;
8. Credit to the Contract for Archeological Investigations;
9. Reallocation of Budget From Final Design
10. Reallocation of Budget To Preliminary Design

Detailed descriptions of these changes in project scope follow:

1. Sewer Inspections & Cleaning

During an August 27, 2013 Project Status meeting, the City & Barton & Loguidice, D.P.C. (B&L) discussed the proposals received from Contractors as a result of the solicitation for the CCTV & Sewer Cleaning work. B&L assisted the City Engineer in drafting a memo to the City Manager copying the City Council and Corporation Council identifying that at the time, costs were projected to be in excess of the CCTV and Sewer Cleaning allowances included in our agreement. Please find a copy of the August 28, 2013 memo from the City Engineer which includes a summary of solicitations from Contractors for the work included in Attachment #1.

B&L included an allowance of $60,000 to cover the costs associated with sewer inspections and cleaning. This was based on prior experiences for which the cost for CCTV Services (including cleaning) cost approximately $2-3/ linear foot of sewer being cleaned and inspected. As a result of the quotes received from contractors, and utilizing the lowest overall cost, the actual cost incurred for CCTV & Cleaning was $8-9/ linear foot due to the limited access along the sewer line. The actual costs incurred for CCTV & Cleaning are less than the $279,000 budgeted for this work in the overall project resulting in an overall savings to the Project of $171,000. The total cost for these subcontracted services were $108,000 or an additional fee of $48,000.

2. Disposal of Heavy Cleaning Debris

On March 5 2015, representatives from TAM Enterprises, Inc., the subcontractor performing the CCTV and cleaning work; B&L and you met to discuss the activities of work completed to date and the anticipated activities necessary to complete the work. During the discussion, it was identified that the quantity of debris (grit, rocks, gravel, pieces of brick, asphalt, cement etc) removed from the southern interceptor was greater than originally anticipated, and this resulted in a protracted work schedule. In addition, the cost of disposal of the material was greater than the amount included in the project estimate. Through discussions with the Contractor, it was agreed that the most cost-effective method of payment for disposal of the material would be by volume (i.e. per cubic yard) of material removed rather than by weight. Payment by cubic yards would significantly reduce the weight of the material disposed through removal of the weight associated with water. The contractor removed the debris, stockpiled it onsite, allowed it to drain and then disposed of the material at a facility authorized to accept it.

Within the contract between B&L and TAM Enterprises, the removal of 50 cubic yards of material was included as a result of heavy cleaning, There was no such allowance included in B&L's Agreement with the City, but it was anticipated that heavy debris would be required due to the nature of the work being contemplated. At the time of requesting proposals, the actual quantity which existed in the sewers was unknown. The material actually removed from the sewers amounted to 134 cubic yards; this is 84 cubic yards greater than the 50 cubic yards included in the subcontract agreement.

The costs for heavy cleaning are $300 per cubic yard. We believe this to be a fair price based upon the other costs quoted to us for that work. We are requesting that an additional $40,200 be authorized to cover these additional costs incurred cleaning the sewers.

3. Additional Bypass Pumping

B&L included an allowance of $40,000 to cover the costs associated with bypass pumping during the Sewer Cleaning and Inspections. As a result of the quotes received from contractors, the actual costs incurred in completing this work were anticipated to cost $42,900. Due to the additional debris removal, the contractor needed to bypass pump for two additional weeks at $7,200 per week. This results in an additional cost of $17,300.

The CCTV work has taken significantly longer than anticipated in our agreement. B&L has been able to control costs to the best extent possible by not being onsite while all of the cleaning and CCTV was being completed however at this time B&L is seeking an adjustment to cover the costs incurred by the Subcontractor and anticipated to be incurred by a subcontractor in excess of the Allowances included in our Agreement with the City.

4. Subsurface Investigations

B&L solicited quotes from subcontractors in order to conduct subsurface investigations along the proposed creek realignment. The subcontractors identified that additional costs would be incurred due to the difficulty in access down along the stream. Access to the area is restricted by steep slopes, the CSX right of way, various abandoned foundations and basements and Holden Pond. Through discussions with the subcontractors, they have identified that costs upwards of $60,000 will be required to cover costs associated with mobilization and access alone.

B&L included an allowance of $40,000 to cover the costs associated with subsurface investigations. As a result of the quotes received from contractors, the actual costs to complete the subsurface investigation work are currently projected to be $120,000. As such, we are requesting that an additional $80,000 be authorized to cover these additional costs.

5. Services required to locate 54-inch brick sewer

The precise locations of the 54-inch sewer main from the intersection of Walsh Road and Dickson Street to sewer manhole 5 as well as the five access manholes along the West Trunkline Sewer remain unknown. Existing records do not provide enough information to locate the main and a standard metal detect and tracing wire were incapable of detecting the manholes or main. To complete cured-in-place lining to rehabilitate the main, the contract will need access at several points along the 54" sewer main.

As part of the project, a CSX Map will need to be filed showing the precise location of this crossing, and a Right-Of-Entry Permit will need to be filed. In order to locate the sewer main and access manholes, it has been suggested by several underground utility location companies to use Ground Penetrating Radar (GPR) with the combination of other detection technologies. The sewer main can be detected at numerous locations from start to finish, and these location points can then be "connected" for a close approximation of the entire main. Footages to each access manhole, taken from reviewed CCTV footage, would then be used to determine their locations.

B&L solicited quotes from subcontractors for underground utility detection services. Due to the difficult terrain, it is estimated that a crew of 2 people for approximately 3 days will be required to collect enough data to locate the sewer. B&L is requesting that $ 30,000 be authorized to accommodate the location of the West Trunkline Sewer, this includes the filing of the Applications and Mapping to CSX on behalf of the City.

6. Additional Survey along Walsh Road and along the CSX right of way to the WPCP

During the design it was determined necessary that after the sewer is located that additional survey will be necessary to locate the sewer as well as prepare maps for submission to CSX for the right-of-entry permit. B&L is requesting that $32,000 be authorized to extend the survey up Walsh Street to Dickson into the Hudson Health property and extend the survey down Water Street across the CSX line and along the CSX line to Renwick Street into the Water Pollution Control Plant. This includes fees for the surveyor and the fees payable to CSX for access and entry to their property.

7. Steel Pipe Condition Assessment

During the CCTV work, it was determined that without extensive bypass pumping, CCTV inspection of the lower section of the steel sewer could not be completed. As an alternative, to assess the condition of the existing steel sewer main as necessary for the rehabilitation work, it is proposed to physically inspect the exterior of the steel sewer including measurements of the thickness of the existing steel pipe walls,

from which we can provide an opinion of the pipe's integrity and continued reliability in conveying the flows to the Water Pollution Control Plant.

It is estimated that it would take 3 days for a 2 person crew to complete the inspection and measure the thickness of the steel pipe at critical locations. B&L is requesting that $ 5,000 be authorized to accommodate this work.

8. Credit to the Contract

Within our initial agreement, we anticipated having to complete archeological services. Through coordination with NYSOPRHP, it has been determined that no further archeological investigations are necessary. As such, we propose to credit the City for these services which are not required. This results in a Credit of $20,000 back to the City.

9. Budget Reallocation from Final Design Sewer Phase; AND

10. Budget Reallocation to Preliminary Design Sewer Phase

B&L billed for costs in excess of the budget that NYSEFC had in their system for the preliminary design phase of the project. In order to cover these costs, B&L is requesting that $25,100 be reallocated from Final Design to Preliminary Design to cover the additional costs incurred during preliminary design. This change results in an increase in costs to the Preliminary Design phase of the project and a commensurate decrease in cost to the Final Design phase of the project, with no net change in project costs.

Summary:

The CCTV work has taken significantly longer than anticipated in our agreement. B&L has been able to control costs to the best extent possible by not being onsite while all of the cleaning and CCTV was being completed, however at this time B&L is seeking an adjustment to cover the costs incurred by the Subcontractor, anticipated to be incurred by a subcontractor, and additional services in excess of the Allowances and scope included in our Agreement with the City.

1. Sewer Inspections and Cleaning	$ 48,000.00
2. Disposal of Heavy Cleaning Debris	$ 40,200.00
3. Additional Bypass Pumping	$ 17,300.00
4. Additional project budget for subsurface investigations	$ 80,000.00
5. Services required to locate 54-inch brick sewer	$ 30,000.00
6. Additional Survey up to Walsh and Dickson and WWTP	$ 32,000.00
7. Steel Pipe Condition Assessment	$ 5,000.00
8. Credit for Archeological Investigations	$(20,000.00)
9. Budget Reallocation from Final Design Sewer	$(25,100.00)
10. Budget Reallocation to Preliminary Design Sewer	$ 25,100.00
Total:	**$232,500.00**

The scope of services and estimated fee presented in the attached Amendment No. 3 to our Engineering Services Agreement include additional services described above. Amendment #3 costs not to exceed $232,500.00 for a total project cost not to exceed of $1,107, 500. The costs for engineering remain below the amount projected within the Preliminary Engineering Report prepared in 2012 and approved for the project. The additional costs are included in the overall capital project costs approved by NYSEFC.

Thank you for allowing B&L to partner with the City on this important project. Please forward one fully executed Amendment No. 3 to my attention.

Very truly yours,
BARTON & LOGUIDICE, D.P.C.

Richard A. Straut
Executive Vice President
ATE/ojf

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the City of Newburgh to proceed with the services described herein in accordance with the terms proposed herein and our Agreement dated October 30, 2012.

RECOMMENDED BY:

Jason Morris P.E. Date
City Engineer

APPROVED AS TO FINANCES:

John Aber Date
City Comptroller

APPROVED AS TO FORM:

Michelle Kelson Date
Corporation Council

AUTHORIZED:

Michael Ciaravino Date
City Manager

Attachment 1

August 28, 2013 Memo

CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845) 569-7446/Fax (845) 569-0188
www.cityofnewburgh-ny.gov

Craig M. Marti, PE
City Engineer
cmarti@cityofnewburgh-ny.gov

MEMORANDUM

Date: August 28, 2013

To: James S. Slaughter, Interim City Manager

Cc: City Council
Michelle Kellson, Esq., Corporation Counsel

From: Craig M. Marti, City Engineer

Re: West Trunkline Sewer Corridor Improvements Project

A project status meeting was held with Barton & Loguidice (B&L), on August 27, 2013 to review the status and projected schedule of their professional services related to referenced project.

B&L is proceeding with the Preliminary Design services as outlined in their professional services agreement. As part of their evaluation of the existing sewer, proposals for Pipe Location, CCTV and inspection were solicited from qualified contractors. The costs received from the contractors totals $140,470 which is greater than the $110,000 estimate which was included in B&L's proposal allowances for the CCTV, sewer cleaning, and uncovering of manholes. Please find attached, a summary of the quotes received for the work. B&L attributes this price increase to the numerous unknowns regarding access, and working adjacent to both a stream and steep slopes, thereby requiring specialized services from Contractors. While this cost increase is slightly offset by lower Archeological Investigation estimates, we are currently reviewing the necessary scope of the CCTV work in an attempt to find additional cost savings in other tasks as the preliminary design work continues. B&L is not asking for an increase at this time, as cost savings may be identified which would reduce the overall project costs to the City. We believe it prudent to bring this issue to the attention of the Council as the estimates exceed the initial values outlined in B&L's professional services agreement. We will work with B&L to identify any potential cost savings. Should the work exceed the amount in their agreement, B&L would request a supplemental authorization to cover these costs.

Also attached is the projected project schedule which outlines anticipated milestones and required actions necessary by City Council.

If you would like to discuss this at the Council Work Session, we can be available at either September meeting.

WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT

PROJECTED PROJECT SCHEDULE

September 2013

- CCTV & Stream data collection
- Circulate Notice of Intent to Declare Lead Agency
- September 30th - Creek restoration concepts to the City

October 2013

- October 1st or 2nd - Meeting between B&L and City to discuss Alternatives
- October 10th - Presentation of Dam Removal Alternatives at City Council Workshop

November 2013

- Present CCTV Findings to City
- B&L design recommendations for sewer improvements

December 2013

- Resume SEQRA process
- B&L continue designing recommendations for sewer improvements

January 2014

- City Council meeting for sewer improvement concepts and SEQRA

February 2014

- Environmental Justice Public Meeting

March 2014

- SEQRA Decision (Negative Declaration)

May 2014

- Acquire proper permits for project

June 2014

- Public bidding for the Creek restoration
- Public bidding for the Sewer improvements

July 2014

- Start construction

October 2014

- Construction completion

CCTV / Cleaning RFP Results
West Trunk Sewer
City of Newburgh, Orange County, New York

Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Jamko Corp		TAM Enterprises Inc.		Arold Construction		Green Mountain Pipeline Services	
1	CCTV Section 1: 54" Brick Sewer	4,000	LF	$3.15	$12,600.00	$4.50	$18,000.00	$2.00	$8,000.00	$9.00	$36,000.00
2	CCTV Section 2: 36" RCP Sewer	3,400	LF	$3.15	$10,710.00	$4.50	$15,300.00	$1.50	$5,100.00	$9.00	$30,600.00
3	CCTV Section 3: 60" Brick Overflow	2,700	LF	$3.15	$8,505.00	$5.00	$13,500.00	$2.00	$5,400.00	$9.00	$24,300.00
4	CCTV Section 4: 36" RCP Sewer	500	LF	$3.15	$1,575.00	$4.50	$2,250.00	$1.50	$750.00	$9.00	$4,500.00
5	CCTV Section 5: 36" RCP Sewer	500	LF	$3.15	$1,575.00	$4.50	$2,250.00	$1.50	$750.00	$9.00	$4,500.00
6	CCTV Section 6: 42" Steel Sewer	1,200	LF	$3.15	$3,780.00	$4.50	$5,400.00	$1.75	$2,100.00	$12.00	$14,400.00
7	Light Sewer Cleaning - Section 1: 54" Brick Sewer	4,000	LF	$4.25	$17,000.00	$3.50	$14,000.00	$3.00	$12,000.00	$32.00	$128,000.00
8	Light Sewer Cleaning - Section 2: 36" RCP Sewer	3,400	LF	$4.25	$14,450.00	$3.50	$11,900.00	$2.00	$6,800.00	$32.00	$108,800.00
9	Light Sewer Cleaning - Section 3: 60" Brick Overflow	2,700	LF	$4.25	$11,475.00	$4.50	$12,150.00	$3.00	$8,100.00	$32.00	$86,400.00
10	Light Sewer Cleaning - Section 4: 36" RCP Sewer	500	LF	$4.25	$2,125.00	$4.00	$2,000.00	$2.00	$1,000.00	$32.00	$16,000.00
11	Light Sewer Cleaning - Section 5: 36" RCP Sewer	500	LF	$4.25	$2,125.00	$4.00	$2,000.00	$2.00	$1,000.00	$32.00	$16,000.00
12	Light Sewer Cleaning - Section 6: 42" Steel Sewer	1,200	LF	$4.25	$5,100.00	$4.50	$5,400.00	$3.00	$3,600.00	$38.00	$45,600.00
13	Heavy Sewer Cleaning (as needed - including offsite disposal)	50	CY	$100.00	$5,000.00	$250.00	$12,500.00	$350.00	$17,500.00	$1,935.00	$96,750.00
14	Sewer Flow Control (as needed - Up to 5 MGD)	3	Week	$10,816.67	$32,450.00	$6,000.00	$18,000.00	$20,000.00	$60,000.00	$49,800.00	$149,400.00
15	Mobilization (CCTV and Sewer Cleaning)	1	LS	$5,400.00	$5,400.00	$0.00	$0.00	$10,000.00	$10,000.00	$30,000.00	$30,000.00
16	Uncover buried manholes along 3,200 ft of Sewer (7 to 10 manholes estimated)	4	Day	$1,650.00	$6,600.00	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$1,990.00	$7,960.00
	Total Cost of Services Assuming 3 Weeks Bypass and 4 Days to Uncover MH's (Items 1 thru 16):				**$140,470.00**		**$142,650.00**		**$152,100.00**		**$799,210.00**

QUOTATION SUBMITTED TO BARTON & LOGUIDICE, P.C.
SEWER CLEANING, CCTV INVESTIGATION, AND MANHOLE UNCOVERING
ON BEHALF OF
CITY OF NEWBURGH

WEST TRUNK SEWER IMPROVEMENTS

Maximum continuous length of CCTV Sewer Inspection: 700 linear feet
Maximum continuous length of Light Sewer Cleaning: 900 linear feet

Item	Description	Qty	Unit	Unit Price	Total
	CCTV INVESTIGATION				
1	CCTV Section 1: 54" Brick Sewer	4,000	linear feet	$3.15	$12,600.00
2	CCTV Section 2: 36" RCP Sewer	3,400	linear feet	$3.15	10,710.00
3	CCTV Section 3: 60" Brick Overflow	2,700	linear feet	$3.15	8,505.00
4	CCTV Section 4: 36" RCP Sewer	500	linear feet	$3.15	1,575.00
5	CCTV Section 5: 36" RCP Sewer	500	linear feet	$3.15	1,575.00
6	CCTV Section 6: 42" Steel Sewer	1,200	linear feet	$3.15	3,780.00
	LIGHT & HEAVY SEWER CLEANING				
7	Light Sewer Cleaning - Section 1: 54" Brick Sewer	4,000	linear feet	$4.25	$17,000.00
8	Light Sewer Cleaning - Section 2: 36" RCP Sewer	3,400	linear feet	$4.25	14,450.00
9	Light Sewer Cleaning - Section 3: 60" Brick Overflow	2,700	linear feet	$4.25	11,475.00
10	Light Sewer Cleaning - Section 4: 36" RCP Sewer	500	linear feet	$4.25	2,125.00
11	Light Sewer Cleaning - Section 5: 36" RCP Sewer	500	linear feet	$4.25	2,125.00
12	Light Sewer Cleaning – Section 6: 42" Steel Sewer	1,200	linear feet	$4.25	5,100.00
13	Heavy Sewer Cleaning (as needed – including off-site disposal)	50	Cubic Yards	$100.00	$5,000.00
	SEWER FLOW CONTROL				
14	Sewer Flow Control (as needed - Up to 5 MGD)	1	LS/week	$32,450.00	$32,450.00
15	Mobilization (CCTV and Sewer Cleaning)	1	LS	$5,400.00	$5,400.00
	MANHOLE UNCOVERING				
16	Uncover buried manholes along 5,200 ft of Sewer (7 to 10 manholes estimated)	5	Days	$1,650.00	$8,250.00
	TOTAL COST OF WORK (ITEMS 1 THRU 16)				$142,120.00

Submitting Firm Name: JAMKO TECH. SOLUTIONS, INC. Telephone Number: 315-871-4420

Person of Contact: KARL SCHLIFKE E-mail: karl.schlifke@jamkocorp.com

Address: 932 SOUTH ALLOWAY RD. LYONS, NY 14489

QUOTATION SUBMITTED TO BARTON & LOGUIDICE, P.C.
SEWER CLEANING, CCTV INVESTIGATION, AND MANHOLE UNCOVERING
ON BEHALF OF
CITY OF NEWBURGH

WEST TRUNK SEWER IMPROVEMENTS

Maximum continuous length of CCTV Sewer Inspection: _____ linear feet
Maximum continuous length of Light Sewer Cleaning: _____ linear feet

SEWER CLEANING & CCTV INVESTIGATION PROPOSAL

Item	Description	Qty	Unit	Unit Price	Total
	CCTV INVESTIGATION				
1	CCTV Section 1: 54" Brick Sewer	4,000	linear feet	4.50	18,000 -
2	CCTV Section 2: 36" RCP Sewer	3,400	linear feet	4.50	15,300 -
3	CCTV Section 3: 60" Brick Overflow	2,700	linear feet	5.00	13,500 -
4	CCTV Section 4: 36" RCP Sewer	500	linear feet	4.50	2,250 -
5	CCTV Section 5: 36" RCP Sewer	500	linear feet	4.50	2,250 -
6	CCTV Section 6: 42" Steel Sewer	1,200	linear feet	4.50	5,400 -
	LIGHT & HEAVY SEWER CLEANING				
7	Light Sewer Cleaning - Section 1: 54" Brick Sewer	4,000	linear feet	3.50	14,000 -
8	Light Sewer Cleaning - Section 2: 36" RCP Sewer	3,400	linear feet	3.50	11,900 -
9	Light Sewer Cleaning - Section 3: 60" Brick Overflow	2,700	linear feet	4.50	12,150 -
10	Light Sewer Cleaning - Section 4: 36" RCP Sewer	500	linear feet	4.00	2,000 -
11	Light Sewer Cleaning - Section 5: 36" RCP Sewer	500	linear feet	4.00	2,000 -
12	Light Sewer Cleaning – Section 6: 42" Steel Sewer	1,200	linear feet	4.50	5,400 -
13	Heavy Sewer Cleaning (as needed – including off-site disposal)	50	Cubic Yards	250 -	12,500 -
	SEWER FLOW CONTROL				
14	Sewer Flow Control (as needed - Up to 5 MGD)	1	LS/week	6,000 -	6,000 -
15	Mobilization (CCTV and Sewer Cleaning)	1	LS		
	MANHOLE UNCOVERING				
16	Uncover buried manholes along 5,200 ft of Sewer (7 to 10 manholes estimated)		Days		2,000 -
	TOTAL COST OF WORK (ITEMS 1 THRU 16)				124,650 -

Submitting Firm Name: TAM ENTERPRISES INC Telephone Number: 845 374 1161

Person of Contact: Tony Lusaponara E-mail: tony@tamentinc.com

Address: 384 Orion Ave New Hampton, NY 10958

QUOTATION SUBMITTED TO BARTON & LOGUIDICE, P.C.
SEWER CLEANING, CCTV INVESTIGATION, AND MANHOLE UNCOVERING
ON BEHALF OF
CITY OF NEWBURGH

WEST TRUNK SEWER IMPROVEMENTS

Maximum continuous length of CCTV Sewer Inspection: 1500' linear feet
Maximum continuous length of Light Sewer Cleaning: 500' linear feet

SEWER CLEANING & CCTV INVESTIGATION PROPOSAL					
Item	Description	Qty	Unit	Unit Price	Total
CCTV INVESTIGATION					
1	CCTV Section 1: 54" Brick Sewer	4,000	linear feet	2.00	8,000.00
2	CCTV Section 2: 36" RCP Sewer	3,400	linear feet	1.50	5,100.00
3	CCTV Section 3: 60" Brick Overflow	2,700	linear feet	2.00	5,400.00
4	CCTV Section 4: 36" RCP Sewer	500	linear feet	1.50	750.00
5	CCTV Section 5: 36" RCP Sewer	500	linear feet	1.50	750.00
6	CCTV Section 6: 42" Steel Sewer	1,200	linear feet	1.75	2,100.00
LIGHT & HEAVY SEWER CLEANING					
7	Light Sewer Cleaning - Section 1: 54" Brick Sewer	4,000	linear feet	3.00	12,000.00
8	Light Sewer Cleaning - Section 2: 36" RCP Sewer	3,400	linear feet	2.00	6,800.00
9	Light Sewer Cleaning - Section 3: 60" Brick Overflow	2,700	linear feet	3.00	8,100.00
10	Light Sewer Cleaning - Section 4: 36" RCP Sewer	500	linear feet	2.00	1,000.00
11	Light Sewer Cleaning - Section 5: 36" RCP Sewer	500	linear feet	2.00	1,000.00
12	Light Sewer Cleaning – Section 6: 42" Steel Sewer	1,200	linear feet	3.00	3,600.00
13	Heavy Sewer Cleaning (as needed – including off-site disposal)	50	Cubic Yards	350.00	17,500.00
SEWER FLOW CONTROL					
14	Sewer Flow Control (as needed - Up to 5 MGD)	1	LS/week		20,000.00
15	Mobilization (CCTV and Sewer Cleaning)	1	LS	10,000.00	10,000.00
MANHOLE UNCOVERING					
16	Uncover buried manholes along 5,200 ft of Sewer (7 to 10 manholes estimated)	2	Days	2,500.00	5,000.00
TOTAL COST OF WORK (ITEMS 1 THRU 16)					107,100.00

Submitting Firm Name: Arold Construction Co., Inc. Telephone Number: 845-336-8753

Person of Contact: Ryan M. Arold E-mail: rarold@aroldcompanies.com

Address: 51 Powder Mill Bridge Road, Kingston, NY 12401

QUOTATION SUBMITTED TO BARTON & LOGUIDICE, P.C.
SEWER CLEANING, CCTV INVESTIGATION, AND MANHOLE UNCOVERING
ON BEHALF OF
CITY OF NEWBURGH

WEST TRUNK SEWER IMPROVEMENTS

Maximum continuous length of CCTV Sewer Inspection: 1,000 linear feet
Maximum continuous length of Light Sewer Cleaning: 700 linear feet

SEWER CLEANING & CCTV INVESTIGATION PROPOSAL

Item	Description	Qty	Unit	Unit Price	Total
	CCTV INVESTIGATION				
1	CCTV Section 1: 54" Brick Sewer	4,000	linear feet	9.00	36,000.00
2	CCTV Section 2: 36" RCP Sewer	3,400	linear feet	9.00	30,600.00
3	CCTV Section 3: 60" Brick Overflow	2,700	linear feet	9.00	24,300.00
4	CCTV Section 4: 36" RCP Sewer	500	linear feet	9.00	4,500.00
5	CCTV Section 5: 36" RCP Sewer	500	linear feet	9.00	4,500.00
6	CCTV Section 6: 42" Steel Sewer	1,200	linear feet	12.00	14,400.00
	LIGHT & HEAVY SEWER CLEANING				
7	Light Sewer Cleaning - Section 1: 54" Brick Sewer	4,000	linear feet	32.00	128,000.00
8	Light Sewer Cleaning - Section 2: 36" RCP Sewer	3,400	linear feet	32.00	108,800.00
9	Light Sewer Cleaning - Section 3: 60" Brick Overflow	2,700	linear feet	32.00	86,400.00
10	Light Sewer Cleaning - Section 4: 36" RCP Sewer	500	linear feet	32.00	16,000.00
11	Light Sewer Cleaning - Section 5: 36" RCP Sewer	500	linear feet	32.00	16,000.00
12	Light Sewer Cleaning – Section 6: 42" Steel Sewer	1,200	linear feet	38.00	45,600.00
13	Heavy Sewer Cleaning (as needed – including off-site disposal)	50	Cubic Yards	1,935.00	96,750.00
	SEWER FLOW CONTROL				
14	Sewer Flow Control (as needed - Up to 5 MGD)	1	LS/week	49,800.00	49,800.00 / week
15	Mobilization (CCTV and Sewer Cleaning)	1	LS	30,000.00	30,000.00
	MANHOLE UNCOVERING				
16	Uncover buried manholes along 5,200 ft of Sewer (7 to 10 manholes estimated)	4	Days	1,990.00	7,960.00
	TOTAL COST OF WORK (ITEMS 1 THRU 16)				699,610.00

Submitting Firm Name: Green Mountain Pipeline Svcs Telephone Number: 802-763-7022

Person of Contact: Tim Vivian E-mail: tim@greenmountainpipe.com

Address: 244 Waterman Rd, Royalton, VT 05068

AMENDMENT NO. 3
TO
AGREEMENT OF OCTOBER 30, 2012
BETWEEN THE
CITY OF NEWBURGH
AND
BARTON & LOGUIDICE, D.P.C.
FOR
PROFESSIONAL SERVICES
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT

This **AMENDMENT NO. 3**, made as of the 27th day of May, 2015, shall be, as is, incorporated into the Original AGREEMENT by and between the City of Newburgh, party of the First Part, Owner; and Barton & Loguidice, D.P.C., party of the Second Part, Engineer, in accordance with paragraph 3.01 Additional Services.

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

1. Change in Scope of Services to be Performed

A. The scope of services to be performed by Engineer is hereby modified as described in Exhibit A-3.

2. Change in Compensation for Services

A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be Two Hundred Thirty Two Thousand Five Hundred dollars ($232,500.00) which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Engineer for this Project.

B. Owner's method of payment to Engineer shall be as set forth in the Agreement referenced above.

3. Total Agreement

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

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

2. The total compensation for Engineer's services, reimbursable expenses and services subcontracted by Engineer to another firm, if any, is estimated to be One Million One Hundred and Seven Thousand Five Hundred Dollars Even, $1,107,500 inclusive of the Original Agreement, all preceding amendments and this Amendment No. 3. This amount will not be exceeded without prior written authorization of the Owner.

All other parts of the Original Agreement as previously amended shall remain as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	City of Newburgh	ENGINEER:	Barton & Loguidice, D.P.C.
By:		By:	
	Michael Ciaravino		Richard A. Straut
Title:	City Manager	Title:	Executive Vice President
Date Signed:		Date Signed:	5-28-2015

Address for giving notices:	Address for giving notices:
Office of the City Manager	Barton & Loguidice, D.P.C. Attn: President
City Hall	Box 3107
83 Broadway, Newburgh, NY 12550	Syracuse, New York 13220

RECOMMENDED BY:

Jason Morris, P.E.
City Engineer

Date

APPROVED AS TO FINANCES:

John Aber
City Comptroller

Date

APPROVED AS TO FORM:

Michelle Kelson
Corporation Council

Date

Exhibit A-3

Scope of Services
Additional Services

Additional Services
West Trunkline Sewer Corridor Improvements Project
City of Newburgh, Orange County, New York

Barton & Loguidice, D.P.C. (B&L) is requesting an amendment to our agreement be authorized by the City to cover the additional costs associated with the following items:

1. Sewer Inspections & Cleaning;
2. Disposal of Heavy Cleaning Debris;
3. Additional Bypass Pumping;
4. Subsurface Investigations;
5. Services required to locate 54-inch West Trunkline Sewer;
6. Additional Survey along Walsh Road and along the CSX right of way to the Water Pollution Control Plant (WPCP);
7. Steel Pipe Condition Assessment;
8. Credit to the Contract for Archeological Investigations;
9. Reallocation of Budget From Final Design
10. Reallocation of Budget To Preliminary Design

Detailed descriptions of these changes in project scope follow:

1. Sewer Inspections & Cleaning

During an August 27, 2013 Project Status meeting, the City & Barton & Loguidice, D.P.C. (B&L) discussed the proposals received from Contractors as a result of the solicitation for the CCTV & Sewer Cleaning work. B&L assisted the City Engineer in drafting a memo to the City Manager copying the City Council and Corporation Council identifying that at the time, costs were projected to be in excess of the CCTV and Sewer Cleaning allowances included in our agreement. B&L included an allowance of $60,000 to cover the costs associated with sewer inspections and cleaning. This was based on prior experiences for which the cost for CCTV Services (including cleaning) cost approximately $2-3/ linear foot of sewer being cleaned and inspected. As a result of the quotes received from contractors, and utilizing the lowest overall cost, the actual cost incurred for CCTV & Cleaning was $8-9/ linear foot due to the limited access along the sewer line. The actual costs incurred for CCTV & Cleaning are less than the $279,000 budgeted for this work in the overall project resulting in an overall savings to the Project.

2. Disposal of Heavy Cleaning Debris

On March 5·2015, representatives from TAM Enterprises, Inc., the subcontractor performing the CCTV and cleaning work; B&L and you met to discuss the activities of work completed to date and the anticipated activities necessary to complete the work. During the discussion, it was identified that the quantity of debris (grit, rocks, gravel, pieces of brick, asphalt, cement etc) removed from the southern interceptor was greater than originally anticipated, and this resulted in a protracted work schedule. In addition, the cost of disposal of the material was greater than the amount included in the project estimate. Through discussions with the Contractor, it was agreed that the most cost-effective method of payment for disposal of the material would be by volume (i.e. per cubic yard) of material removed rather than by weight. Payment by cubic yards would significantly reduce the weight of the material disposed through removal of the weight associated with water. The contractor removed the debris, stockpiled it onsite, allowed it to drain and then disposed of the material at a facility authorized to accept it.

Within the contract between B&L and TAM Enterprises, the removal of 50 cubic yards of material was included as a result of heavy cleaning, There was no such allowance included in B&L's Agreement with the City, but it was anticipated that heavy debris would be required due to the nature of the work being

contemplated. At the time of requesting proposals, the actual quantity which existed in the sewers was unknown. The material actually removed from the sewers amounted to 134 cubic yards.

3. Additional Bypass Pumping

B&L included an allowance of $40,000 to cover the costs associated with bypass pumping during the Sewer Cleaning and Inspections. As a result of the quotes received from contractors, the actual costs incurred in completing this work were anticipated to cost $42,900. The CCTV work has taken significantly longer than anticipated in our agreement. B&L has been able to control costs to the best extent possible by not being onsite while all of the cleaning and CCTV was being completed however at this time B&L is seeking an adjustment to cover the costs incurred by the Subcontractor and anticipated to be incurred by a subcontractor in excess of the Allowances included in our Agreement with the City.

4. Subsurface Investigations

B&L solicited quotes from subcontractors in order to conduct subsurface investigations along the proposed creek realignment. The subcontractors identified that additional costs would be incurred due to the difficulty in access down along the stream. Access to the area is restricted by steep slopes, the CSX right of way, various abandoned foundations and basements and Holden Pond. Through discussions with the subcontractors, they have identified that costs upwards of $60,000 will be required to cover costs associated with mobilization and access alone. As a result of the quotes received from contractors, the actual costs to complete the subsurface investigation work are currently projected to be in excess of the allowance included in the contract.

5. Services required to locate 54-inch brick sewer

The precise locations of the 54-inch sewer main from the intersection of Walsh Road and Dickson Street to sewer manhole 5 as well as the five access manholes along the West Trunkline Sewer remain unknown. Existing records do not provide enough information to locate the main and a standard metal detect and tracing wire were incapable of detecting the manholes or main. To complete cured-in-place lining to rehabilitate the main, the contract will need access at several points along the 54" sewer main.

As part of the project, a CSX Map will need to be filed showing the precise location of this crossing, and a Right-Of-Entry Permit will need to be filed. In order to locate the sewer main and access manholes, it has been suggested by several underground utility location companies to use Ground Penetrating Radar (GPR) with the combination of other detection technologies. The sewer main can be detected at numerous locations from start to finish, and these location points can then be "connected" for a close approximation of the entire main. Footages to each access manhole, taken from reviewed CCTV footage, would then be used to determine their locations.

B&L solicited quotes from subcontractors for underground utility detection services. Due to the difficult terrain, it is estimated that a crew of 2 people for approximately 3 days will be required to collect enough data to locate the sewer. Including the filing of the Applications and Mapping to CSX on behalf of the City.

6. Additional Survey along Walsh Road and along the CSX right of way to the WPCP

During the design it was determined necessary that after the sewer is located that additional survey will be necessary to locate the sewer as well as prepare maps for submission to CSX for the right-of-entry permit. B&L is requesting that $32,000 be authorized to extend the survey up Walsh Street to Dickson into the Hudson Health property and extend the survey down Water Street across the CSX line and along the CSX line to Renwick Street into the Water Pollution Control Plant. This includes fees for the surveyor and the fees payable to CSX for access and entry to their property.

7. Steel Pipe Condition Assessment

During the CCTV work, it was determined that without extensive bypass pumping, CCTV inspection of the lower section of the steel sewer could not be completed due to excessive flows. As an alternative, to assess the condition of the existing steel sewer main as necessary for the rehabilitation work, it is proposed to physically inspect the exterior of the steel sewer including measurements of the thickness of the existing steel pipe walls, from which we can provide an opinion of the pipe's integrity and continued reliability in conveying the flows to the Water Pollution Control Plant.

It is estimated that it would take 3 days for a 2 person crew to complete the inspection and measure the thickness of the steel pipe at critical locations. B&L is requesting that $ 5,000 be authorized to accommodate this work.

8. Credit to the Contract

Within our initial agreement, we anticipated having to complete archeological services. Through coordination with NYSOPRHP, it has been determined that no further archeological investigations are necessary. As such, we propose to credit the City for these services which are not required. This results in a Credit of $20,000 back to the City.

9. Budget Reallocation from Final Design Sewer Phase; AND

10. Budget Reallocation to Preliminary Design Sewer Phase

B&L billed for costs in excess of the budget that NYSEFC had in their system for the preliminary design phase of the project. In order to cover these costs, B&L is requesting that $25,100 be reallocated from Final Design to Preliminary Design to cover the additional costs incurred during preliminary design. This change results in an increase in costs to the Preliminary Design phase of the project and a commensurate decrease in cost to the Final Design phase of the project, with no net change in project costs.

RESOLUTION NO.: ___141____ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH MABEY INC. FOR THE PURCHASE OF THE TEMPORARY BRIDGE INSTALLED AT THE ROUTE 32/ METAL ARCH CULVERT BRIDGE ALSO KNOWN AS THE LAKE STREET BRIDGE AT A COST OF $160,820.00

WHEREAS, by Resolution No. 241-2014 of September 22,2014, this Council authorized the City Manager to accept a proposal and execute an agreement with Mabey Inc. for rental of a temporary bridge during the repair of the Route 32/Metal Arch Culvert Bridge also known as the Lake Street Bridge (the "Lake Street Bridge") at a cost of $50,320.00; and

WHEREAS, the City of Newburgh has duly advertised for bids through advertisement in the City's official newspapers and through the on-line service provider, Bid-Net, for the purchase of a temporary bridge for the Lake Street Bridge area; and

WHEREAS, the City verified that the bid documents and specifications were sent to 59 qualified companies, of which 13 companies reviewed and 5 companies downloaded the bid documents and specifications, and no bids were received; and

WHEREAS, Mabey, Inc. has submitted a proposal for the City to purchase the existing temporary bridge under a lease-to-own program at a cost to the City of $160,820.00 after a credit for rental payments under the current lease; and

WHEREAS, the funding for the lease-to-own proposal shall be derived from *either General Fund or CHiPs (to be determined after Council discussion)*; and

WHEREAS, the City Council has determined that a second solicitation of proposals for the purchase of the temporary bridge will not yield any other bids and accepting the proposal from Mabey, Inc. 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 a proposal and execute an agreement with Mabey Inc. for the purchase of the temporary bridge at Route 32/Lake Street at a net additional cost of $160,820.00.

DRAFT

6770 Dorsey Road, Elkridge, Maryland 21075
Phone: (410) 379-2800 | Fax: (410) 379-2801
Email: info@mabey.com
www.mabey.com

Bridge description…

- Total length: 59ft
- No. spans: 1
- Span lengths: 59ft
- Roadway width: 24ft between curbs, 26ft between trusses
- O/A width: 32.5ft
- Live loading: HS25
- Deck surface: Raised checkerplate steel; we have allowed for a contractor-supplied 2in asphalt overlay, if required
- Other details: **When signed, this Lease Agreement shall supersede the previous rental agreement. Any rental monies paid or already invoiced shall be considered valid and non-refundable. When the bridge is purchased or leased, additional rents after the last invoice shall not accrue.**

PRICE: VALID FOR 30 DAYS FROM THE ABOVE DATE

PURCHASE OF BRIDGE: $170,820.00
Plus freight to Newburgh NY: Not applicable; bridge on site and currently on rent

Mabey shall offer the on-site bridge for a sale price of $170,820.00. Upon acceptance by the City of Newburgh, Mabey shall apply to the purchase price 25% of the rental already paid, up to a maximum $10,000.00. This will reduce the lease amount to $160,820.00. The City of Newburgh will make lease payments of $860.00 per week for an additional 187 weeks, with the lease period beginning with a new signed agreement. After 187 weeks, the bridge shall become the property of the City of Newburgh.

Price includes…

1. All structural components previously used necessary to construct the bridge, including bolts, pins and bearings, subject to availability.
2. Steel decks with checker plate surface.

Price excludes…

1. All taxes
2. Guard rail and posts if required
3. Safety fencing if required
4. Anchor bolts

Important note: This offer is based solely on the following…

A. The details given above
B. **Mabey, Inc.'s Standard Terms and Conditions.**

PRELIMINARY

RESOLUTION NO.: __142____ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT 140 BROADWAY FOR THE TUESDAY FARM MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Tuesday Farm Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be 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 enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen, by and between the HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in

connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from July 7, 2015 to October 27, 2015.

Seventh: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties hold said premises.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH: THE CITY OF NEWBURGH

LICENSOR

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.

HOUSE OF REFUGE

LICENSEE

By: _____
BISHOP JEFFREY WOODY

RESOLUTION NO.: 143 - 2015

OF

JUNE 15, 2015

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH FIREWORKS EXTRAVAGANZA FOR THE 2015 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION FOR THE BID AMOUNT OF $10,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for fireworks for the 2015 Fourth of July celebration; and

WHEREAS, two bids were duly received and opened; and

WHEREAS, upon review it has been determined that the bid be awarded to Fireworks Extravaganza at a cost of Ten Thousand ($10,000.00) Dollars; and

WHEREAS, should there be a rain event, or other circumstances beyond the City's control which prevent such fireworks to be launched on July 4, 2015, the rain date will be July 5, 2015; and

WHEREAS, this Council has determined that awarding such bid is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the 2015 City of Newburgh Fourth of July celebration be and it hereby is awarded to Fireworks Extravaganza for the bid amount of $10,000.00 and that the City Manager is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: __144___ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS OF REGISTRATION FEES FOR CHILDREN TO ATTEND THE CITY OF NEWBURGH'S ANNUAL SUMMER CAMP

WHEREAS, the City of Newburgh Recreation Department hosts the City of Newburgh's Annual Summer Camp; and

WHEREAS, the cost per child for such Camp is Three Hundred Fifty ($350.00) Dollars; and

WHEREAS, the City Council wishes to accept donations to offset the cost of the registration fees for children in need who might not otherwise be able to attend Summer Camp; and

WHEREAS, this Council has determined that accepting such donations is in the best interests of the City of Newburgh and it's youth;

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 donations to offset the cost of registration fees for children to attend the City of Newburgh's Annual Summer Camp, with the particular thanks of this Council on behalf of itself and of the children and families of the City of Newburgh.

RESOLUTION NO.: ___145____ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF SPORTS EQUIPMENT AND APPAREL FROM GOOD SPORTS, INC. IN THE AMOUNT OF $4,369.00 FOR USE BY THE CITY OF NEWBURGH RECREATION DEPARTMENT

WHEREAS, Good Sports, Inc. helps to lay the foundation for healthy, active lifestyles by providing athletic equipment, footwear, and apparel to disadvantaged young people nationwide, and by partnering with sporting goods manufactures Good Sports is able to donate to programs in need; and

WHEREAS, the Recreation Department is actively working towards improving Delano-Hitch Park while providing quality programming for City of Newburgh Residents; and

WHEREAS, Good Sports, Inc. has offered to donate equipment and apparel items in the amount of $4,369.00; and

WHEREAS, the City will be responsible for the cost of an administration fee in the amount of $436.89; and

WHEREAS, this Council has determined it to be in the mutual best interests of the City of Newburgh, its young people and their families to accept such donation;

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 donation of sports equipment and apparel from Good Sports, Inc., in the amount of $4,369.00 for use by the City of Newburgh Recreation Department; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such donation.

RESOLUTION NO.: ___146____ - 2015

OF

JUNE 15, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A QUOTATION AND EXECUTE AN AGREEMENT WITH BRIM RECYCLERS INC. FOR SEMI-CRUSHING AND REMOVAL OF ABANDONED VEHICLES AT THE CITY OF NEWBURGH PUBLIC WORKS IMPOUND LOT

WHEREAS, the City of Newburgh requested quotations for Semi-Crushing and Removal of Abandoned Vehicles at the City of Newburgh Public Works impound lot; and

WHEREAS, the Department of Public Works received four (4) quotes; and

WHEREAS, based on a review of the quotations submitted the City wishes to accept the quotation for Brim Recyclers Inc. for the price of $142.00 per car at the impound lot; and

WHEREAS, this Council has reviewed the attached quotation and has determined that accepting 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 he is hereby authorized to accept a quotation and execute an agreement with Brim Recyclers Inc. for semi-crushing and removal of abandoned vehicles at the City of Newburgh Public Works impound lot.

RESOLUTION NO.: 147 - 2015

OF

JUNE 15, 2015

**RESOLUTION AMENDING RESOLUTION NO.: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $220,000.00 FROM CONTIGENCY
TO SEWER - OTHER SERVICES TO PROVIDE FUNDING FOR
EMERGENCY REPAIRS TO THE RENWICK STREET COMBINED SEWER OUTFALL,
THE LAKE DRIVE PUMP STATION AND THE LIBERTY STREET SEWER MAIN**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	Decrease	Increase
G.1900.1990		
Contingency	$220,000.00	
G.8120.0448		
Sewer - Other Services		$220,000.00

RESOLUTION NO.: ____148_____ - 2015

OF

JUNE 15, 2015

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID
AND TO EXECUTE AN AGREEMENT FOR VENDOR SERVICES
WITH ECONOMY CLEANERS
TO PROVIDE UNIFORM CLEANING SERVICES
TO THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department has implemented a Quartermaster system for issuing police uniforms which requires that the uniforms be cleaned on a regular basis prior to issuance to police officers; and

WHEREAS, the City of Newburgh has duly advertised for bids for the Uniform Cleaning Services for the City of Newburgh Police Department; and

WHEREAS, one bid was duly received and opened, and

WHEREAS, Economy Cleaners was the sole bidder; and

WHEREAS, the fees for items to be cleaned weekly are a flat rate price of $11.00 for 2 pants and 2 shirts, 4 items of combination, and items to be cleaned on occasion are dress blouse $4.00 each; winter jacket $9.00 each; and vest cover $4.00 each; and

WHEREAS, the quoted prices are fixed and guaranteed for the length of the contract for a term of one (1) year with no annual price index increases; and

WHEREAS, funds shall be derived from budget line A.3120.0448; and

WHEREAS, this Council has determined that such contract is in the best interests of the Police Department and the citizens of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Uniform Cleaning Services be and it hereby is awarded to Economy Cleaners and that the City Manager is hereby authorized to enter into a contract for such work in the aforesaid amounts.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of_____, 2015, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **ECONOMY CLEANERS**, a firm with principal offices at 567 Broadway, Newburgh, New York, 12550, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning June 1, 2015, and ending May 31, 2016.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance as may be required by law and as VENDOR may require.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.
In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent

jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 20. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 21. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

BY: _____
Michael G. Ciaravino,
City Manager
Per Resolution No.: _____

DATE: _____

ECONOMY CLEANERS

BY: _____
NAME:
TITLE:

DATE: _____

APPROVED AS TO FORM:

_____
MICHELLE KELSON,
CORPORATION COUNSEL

DATE:_____

_____
JOHN J. ABER,
CITY COMPTROLLER

DATE:_____

SCHEDULE A

SCOPE OF SERVICES

UNIFORM CLEANING SERVICES

3.0 CLEANING:

A. All uniforms are to be thoroughly cleaned and have all stains removed through laundering procedures in accordance with manufacturer's specifications.

B. All garments are to be spotted for stains and treated with the proper chemicals to insure their removal.

C. All cleaning chemicals used must meet or exceed current environmental and safety requirements.

D. The final rinse water shall be brought to a PH of between 5.5 and 6.0.

E. Officer pants are to be hung on a 13 gauge hanger with a no slip trouser guard.

F. Officer shirts are to be hung on a 14 gauge executive shirt hanger.

G. All garments are to be twist-tied and bagged in plastic cover.

H. All invoices shall be sent to the Police Department on a monthly basis with a summary of all services attached. Such shall be mailed to: City of Newburgh Police Department, 83 Broadway, Newburgh, NY 12550.

SCHEDULE B

FEES AND EXPENSES

CLEANING PRICE RATE

1. ITEMS TO BE CLEANED WEEKLY – PRICED AT A FLAT RATE:

   2 OFFICERS PANTS
   2 OFFICERS SHIRTS
   4 ITEMS OF COMBINATION $11.00 FLAT RATE PRICE

2. ITEMS TO BE CLEANED ON OCCASION – PRICED PER ITEM:

DRESS BLOUSE	$ 4.00 PRICE EACH
WINTER JACKET	$ 9.00 PRICE EACH
VEST COVER	$ 4.00 PRICE EACH

Quoted prices are fixed and guaranteed for the length of the contract with no annual price index increases.

RESOLUTION NO. 149 - 2015

OF

JUNE 15, 2015

A RESOLUTION OF SUPPORT FOR THE NEW YORK STATE WAGE BOARD RAISING THE WAGE OF FAST FOOD WORKERS AND RECOMMENDING A WAGE OF $15.00 AN HOUR IN NEW YORK

WHEREAS, Governor Andrew Cuomo has empaneled a Wage Board to investigate and make recommendations on the minimum wage for fast food workers, which can adopt a $15.00 per hour minimum wage to lift thousands of residents of Orange County working in the fast food industry out of poverty; and

WHEREAS, fast food workers are among the lowest paid workers in New York and throughout the nation, and full-time employment in the fast food industry still leaves a family under the federal poverty line. On average, those working in the fast food industry earn $16,920.00 per year or $8.75 per hour, given an increasingly rare 40-hour workweek; and

WHEREAS, inflation has increased each year and inequality has been increasing over the past four decades. The Federal minimum wage of $7.25 per hour has not increased since July 24, 2009, and after decades of stagnating wages in 2013, the Governor signed legislation that raised the minimum wage from $7.25 to its current level of $8.75, with another incremental increase to $9.00 that will take effect by the end of 2015; and

WHEREAS, there are approximately 180,000 fast food workers in New York State, and 3.6 million nationally, and fast food workers are disproportionately women, people of color and families. Over a quarter of all fast food workers are raising at least one child. 70 percent are over the age of 20. Two-thirds are the primary wage earners in their family; and

WHEREAS, raising wages for fast food workers comes at no cost to taxpayers, but fast food workers are presently twice as likely to be receiving public assistance compared with all working families. In New York State, 60 percent of all fast food workers have at least one family member on public assistance. Low wages therefore costs taxpayers an estimated $700 million annually in public assistance; and

WHEREAS, a higher minimum wage of $15.00 is good for the economy. A $15.00 minimum wage levels the playing field for businesses to pay higher wages, eliminating the race to the bottom created by major corporations that rely on low wages to maintain profits. Increasingly communities are using $15.00 as the new baseline for service jobs; and

WHEREAS, even a significant increase in fast food worker's wages to $15.00 will not significantly impact the cost of fast food or the commercial viability of the fast food industry, which brought in $551 billion in global revenues in 2014. The average fast food CEO earned $23.8 million in 2013, up 400% from 2000 in real terms; and

WHEREAS, a $15.00 an hour minimum wage would create jobs and help stimulate the economy. Studies have shown that low-wage workers are more likely than any other income group to spend additional earnings, and an increase in consumer spending for local businesses will lead to improved economic growth generated by raising wages. The experience of states the 13 states that increased the minimum wage since 2014, including NY bears that out. All but one (NJ) has seen increased employment rates;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh supports the New York State Wage Board raising the wage of fast food workers state wide and recommends a wage of $15.00 an hour; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh shall send certified copies of this Resolution to New York State Governor Andrew Cuomo, N.Y. Assembly Member Frank Skartados, N.Y. Senator William Larkin, the New York State Wage Board, and to all New York State County Legislatures for their memorialization, and so moves for its adoption.

ORDINANCE NO.: 8 - 2015

OF

_____, 2015

AN ORDINANCE AMENDING SECTION 163-1 "SCHEDULE OF CODE FEES" OF CHAPTER 163 "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 220, Parks and Recreation Areas

§ 220-19 Use of Aquatic Center and Athletic Fields

Baseball Field No. 1	
City of Newburgh youth teams	$25.00 per game
All other adult or youth teams	$40.00 per game
	$55.00 per night game
	$70.00 per double-header
	$100 per ½ day
	$175 per full day
Baseball Field Nos. 2, 3 and 4	
City of Newburgh youth teams	$25.00 per game
All other adult or youth teams	$40.00 per game
	$70.00 per double-header
	$100 per ½ day
	$175 per full day
	All games played by the City of Newburgh Little League Baseball Program or other City of Newburgh youth programs may ~~shall~~ be

~~Strikethrough~~ denotes deletion
Underlining denotes addition

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	approved pursuant to a separate license agreement between the Program and the City Manager for a fee of $1,000 which may be discounted as follows: 40% if at least 50% of the Program registrants are City of Newburgh residents; or 60% if at least 75% of the Program registrants are City of Newburgh resident; or 80% if at least 95% of the Program registrants are City of Newburgh residents.
Football/Soccer field:	
City of Newburgh-based youth teams	All games may ~~shall~~ be approved pursuant to a separate license agreement between the Program and the City Manager for a fee of $1,000 which may be discounted as follows: 40% if at least 50% of the Program registrants are City of Newburgh residents; or 60% if at least 75% of the Program registrants are City of Newburgh resident; or 80% if at least 95% of the Program registrants are City of Newburgh residents.
Non-City youth teams	$200 per day game; $350 per night game
City of Newburgh-based adult teams	$150 per day game; $175 per night game
Non-City adult teams	$300 per day game; $350 per night game
Adult league	$800 per team

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Underlining denotes addition

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§ 220-34 Use of Delano-Hitch Stadium

Sporting events:

City-of-Newburgh youth teams	$25 per game
City-of-Newburgh adult teams	$60 per game
Non-City youth or adult teams	$75 per day game; $100 per night game; $150 per double-header; $250 for ½ day; $500 for full day

All fees and charges referred to in this entry may be included in a license agreement, upon the approval of the City Council, as may be deemed appropriate by the City Manager or the City Manager's designee.

Section 2. This ordinance shall take effect immediately.

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Underlining denotes addition

ORDINANCE NO.: ___9___ - 2015

OF

_____, 2015

AN ORDINANCE AMENDING CHAPTER 121 ENTITLED "BUILDINGS, VACANT" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO REQUIRE OWNERS OF VACANT PROPERTY TO SUBMIT A CASH BOND WHEN FILING A VACANT PROPERTY REGISTRATION STATEMENT

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 121 of the Code of Ordinances shall be amended as follows:

SECTION 1. §121-3. Registration; fees; additional regulations.

M. The owner of any vacant property shall acquire or otherwise maintain liability insurance in an amount of not less than $300,000 for buildings designed primarily for one- and two-unit residential use and not less than $1,000,000 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage, or commercial uses, covering any damage to any person and any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation, or change in coverage, and the owner shall provide such written notice of any lapse, cancellation or change in coverage to the municipal officer. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. ~~Alternatively, an owner can choose to~~ The owner of any vacant property shall also provide a cash bond acceptable to the municipal officer, in the sum of not less than $10,000, to secure the continued maintenance of the property throughout its vacancy and remunerate the City for any expenses incurred in inspecting, securing, marking, or making such building safe.

SECTION 2. This ordinance shall take effect immediately

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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LOCAL LAW NO.: ____3____ - 2015

OF

_____, 2015

A LOCAL LAW RESCINDING THE LANGUAGE CONTAINED IN CHAPTER 34, ARTICLE I OF THE CODE OF THE CITY OF NEWBURGH ENTITLED "CODE OF ETHICS" AND AMENDING CHAPTER 34 TO ENACT A NEW ARTICLE I ENTITLED "CODE OF ETHICS"

BE IT ENACTED, by the Council of the City of Newburgh, New York that the language contained in Chapter 34, Article I entitled "General Provisions" of the Code of Ordinances of the City of Newburgh be and is hereby repealed and that the same is hereby amended to read as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Rescinding the Language Contained in Chapter 34, Article I of the Code of the City of Newburgh Entitled 'Code of Ethics' and Enacting a New Chapter 34, Article I Entitled 'Code of Ethics'".

SECTION 2 - PURPOSE AND INTENT

WHEREAS, article 18 of the General Municipal Law prohibits the officers and employees of a municipality from having certain conflicts of interest; and

WHEREAS section 806 of the General Municipal Law requires the governing body of each county, city (other than the City of New York), town, village, school district and fire district to adopt a code of ethics that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them; and

WHEREAS section 806 of the General Municipal Law also authorizes the governing body of any other municipality to adopt such a code of ethics; and

WHEREAS, a code of ethics adopted by the governing body of a municipality must set forth standards of conduct for the guidance of the officers and employees of the municipality with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable;

NOW, THEREFORE, be it resolved that the City Council of the City of Newburgh New York hereby adopts a code of ethics to read as follows:

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SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to replace Chapter 34 entitled "Code of Ethics", Article I entitled "General Provisions" to read as follows:

ARTICLE I. CODE OF ETHICS OF THE CITY OF NEWBURGH.

§ 34-1 Purpose.

Officers and employees of the City of Newburgh hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official powers and duties. The City of Newburgh recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

§ 34-2 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning described in this section:

BOARD – means the governing board of a municipality and any municipal administrative board (e.g. planning board, zoning of board of appeals), commission, or other agency or body comprised of two or more municipal officers or employees.

CODE – means this code of ethics.

INTEREST – means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the municipality or an area of the municipality, or a lawful class of such residents or taxpayers. A municipal officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, or a member of his or her household, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization's outstanding stock.

MUNICIPALITY – means City of Newburgh. The word "municipal" refers to the municipality.

MUNICIPAL OFFICER or EMPLOYEE – means a paid or unpaid officer or employee of the City of Newburgh, including, but not limited to, the members of any municipal board.

RELATIVE – means a spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, uncle, aunt, nephew, niece, first cousin, or household member of a municipal officer or employee, and individuals having any of these relationships to the spouse of the officer or employee.

§ 34-3 Applicability.

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This code of ethics applies to the officers and employees of the City of Newburgh, and shall supersede any prior municipal code of ethics. The provisions of this code of ethics shall apply in addition to all applicable State and local laws relating to conflicts of interest and ethics including, but not limited to, Article 18 of the General Municipal Law and all rules, regulations, policies and procedures of the City of Newburgh.

§ 34-4 Prohibition on use of municipal position for personal or private gain.

A. No municipal officer or employee shall use his or her municipal position or official powers and duties to secure a financial or material benefit for himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.
B. No municipal officer or employee shall direct or cause any officer or employee of the City to do or perform any service or work outside of public work or employment, or accept any such service or work, nor shall any such officer or employee offer to perform any such service or work for such officer or employee, including participation in an election campaign or contribution to a political committee.
C. No municipal officer or employee shall request of members of City Council, City staff or department heads that any individual receive preferential consideration in connection with provision of services or any appointment or, by his or her conduct, give reasonable basis for the impression that any person can improperly influence him or her or unduly enjoy his or her favor in the performance of his or her official duties, or that he or she is affected by kinship, rank, position or influence of any party or person.

§ 34-4.1 Disclosure of interest in legislation and other matters.

A. Whenever a matter requiring the exercise of discretion comes before a municipal officer or employee, either individually or as a member of a board, and disposition of the matter could result in a direct or indirect financial or material benefit to himself or herself, a relative, or any private organization in which he or she is deemed to have an interest, the municipal officer or employee shall disclose in writing the nature of the interest.
B. The disclosure shall be made when the matter requiring disclosure first comes before the municipal officer or employee, or when the municipal officer or employee first acquires knowledge of the interest requiring disclosure, whichever is earlier.
C. In the case of a person serving in an elective office, the disclosure shall be filed with the governing board of the municipality. In all other cases, the disclosure shall be filed with the person's supervisor, or if the person does not have a supervisor, the disclosure shall be filed with the municipal officer, employee or board having the power to appoint to the person's position. In addition, in the case of a person serving on a municipal board, a copy of the disclosure shall be filed with the board. Any disclosure made to a board shall be made publicly at a meeting of the board and must be included in the minutes of the meeting.

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§ 34-4.2 Recusal and abstention.

A. No municipal officer or employee may participate in any decision or take any official action with respect to any matter requiring the exercise of discretion, including discussing the matter and voting on it, when he or she knows or has reason to know that the action could confer a direct or indirect financial or material benefit on himself or herself, a relative, or any private organization in which he or she is deemed to have an interest.

B. In the event that this section prohibits a municipal officer or employee from exercising or performing a power or duty:

1. if the power or duty is vested in a municipal officer as a member of a board, then the power or duty shall be exercised or performed by the other members of the board; or

2. if the power or duty that is vested in a municipal officer individually, then the power or duty shall be exercised or performed by his or her deputy or, if the officer does not have a deputy, the power or duty shall be performed by another person to whom the officer may lawfully delegate the function.

3. if the power or duty is vested in a municipal employee, he or she must refer the matter to his or her immediate supervisor, and the immediate supervisor shall designate another person to exercise or perform the power or duty.

§ 34-4.3 Prohibition inapplicable; disclosure, recusal and abstention not required.

A. This code's prohibition on use of a municipal position (section 34-4), disclosure requirements (section 34-4.1), and requirements relating to recusal and abstention (section 34-4.2), shall not apply with respect to the following matters:

1. adoption of the municipality's annual budget;

2. any matter requiring the exercise of discretion that directly affects any of the following groups of people or a lawful class of such groups:

(i) all municipal officers or employees;

(ii) all residents or taxpayers of the municipality or an area of the municipality; or

(iii) the general public; or

3. any matter that does not require the exercise of discretion.

B. Recusal and abstention shall not be required with respect to any matter:

1. which comes before a board when a majority of the board's total membership would otherwise be prohibited from acting by section 34-4.2 of this code;

2. which comes before a municipal officer when the officer would be prohibited from acting by section 34-4.2 of this code and the matter cannot be lawfully delegated to another person.

§ 34-4.4 Investments in conflict with official duties.

A. No municipal officer or employee may acquire the following investments:

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1. investments that can be reasonably expected to require more than sporadic recusal and abstention under section 34-4.2 of this code; or
2. investments that would otherwise impair the person's independence of judgment in the exercise or performance of his or her official powers and duties.

B. This section does not prohibit a municipal officer or employee from acquiring any other investments or the following assets:

1. real property located within the municipality and used as his or her personal residence;
2. less than five percent of the stock of a publicly traded corporation; or
3. bonds or notes issued by the municipality and acquired more than one year after the date on which the bonds or notes were originally issued.

§ 34-4.5 Private employment in conflict with official duties.

No municipal officer or employee, during his or her tenure as a municipal officer or employee, may engage in any private employment, including the rendition of any business, commercial, professional or other types of services, when the employment:

a. can be reasonably expected to require more than sporadic recusal and abstention pursuant to section 34-4.2 of this code;
b. can be reasonably expected to require disclosure or use of confidential information gained by reason of serving as a municipal officer or employee;
c. violates section 805-a(1)(c) or (d) of the General Municipal Law; or
d. requires representation of a person or organization other than the municipality in connection with litigation, negotiations or any other matter to which the municipality is a party.

§ 34-4.6 Future employment.

A. No municipal officer or employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the municipal officer or employee, either individually or as a member of a board, while the matter is pending or within the 30 days following final disposition of the matter.
B. No municipal officer or employee, for the two-year period after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection with any matter involving the exercise of discretion before the municipal office, board, department or comparable organizational unit for which he or she serves.
C. No municipal officer or employee, at any time after serving as a municipal officer or employee, may represent or render services to a private person or organization in connection

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with any particular transaction in which he or she personally and substantially participated while serving as a municipal officer or employee.

§ 34-4.7 Personal representations and claims permitted.

This code shall not be construed as prohibiting a municipal officer or employee from:

a. representing himself or herself, or his or her spouse or minor children before the municipality; or
b. asserting a claim against the municipality on his or her own behalf, or on behalf of his or her spouse or minor children.

§ 34-4.8 Use of municipal resources.

A. Municipal resources shall be used for lawful municipal purposes. Municipal resources include, but are not limited to, municipal personnel, and the municipality's money, vehicles, equipment, materials, supplies or other property.
B. No municipal officer or employee may use or permit the use of municipal resources for personal or private purposes, but this provision shall not be construed as prohibiting:
   1. any use of municipal resources authorized by law or municipal policy;
   2. the use of municipal resources for personal or private purposes when provided to a municipal officer or employee as part of his or her compensation; or
   3. the occasional and incidental use during the business day of municipal telephones and computers for necessary personal matters such as family care and changes in work schedule.
C. No municipal officer or employee shall cause the municipality to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

§ 34-4.9 Interests in Contracts.

A. No municipal officer or employee may have an interest in a contract that is prohibited by section 801 of the General Municipal Law.
B. Every municipal officer and employee shall disclose interests in contracts with the municipality at the time and in the manner required by section 803 of the General Municipal Law.

§ 34-4.10 Nepotism.

Except as otherwise required by law:

a. No municipal officer or employee, either individually or as a member of a board, may participate in any decision specifically to appoint, hire, promote, discipline or discharge a relative for any position at, for or within the municipality or a municipal board.

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b. No municipal officer or employee may supervise a relative in the performance of the relative's official powers or duties.

§ 34-4.11 Political Solicitations.

A. No municipal officer or employee shall directly or indirectly compel or induce a subordinate municipal officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.
B. No municipal officer or employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any municipal officer or employee, or an applicant for a position as a municipal officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

§ 34-4.12 Confidential Information.

No municipal officer or employee who acquires confidential information in the course of exercising or performing his or her official powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers and duties.

§ 34-4.13 Gifts.

A. No municipal officer or employee shall directly or indirectly solicit any gift, or accept or receive any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could be reasonably inferred that the gift was intended to influence him or her, or could reasonably be expected to influence him or her, in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

B. 1. A gift to a municipal officer or employee is presumed to be intended to influence the exercise or performance of his or her official powers or duties when the gift is from a private person or organization that seeks municipal action involving the exercise of discretion by or with the participation of the officer or employee.
2. A gift to a municipal officer or employee is presumed to be intended as a reward for official action when the gift is from a private person or organization that has obtained municipal action involving the exercise of discretion by or with the participation of the officer or employee during the preceding twelve months.

C. This section does not prohibit any other gift, including:
1. gifts made to the municipality;

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2. gifts from a person with a family or personal relationship with the officer or employee when the circumstances make it clear that the personal relationship, rather than the recipient's status as a municipal officer or employee, is the primary motivating factor for the gift;
3. gifts given on special occasions, such as marriage, illness, or retirement, which are modest, reasonable and customary;
4. unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;
5. awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a municipal officer or employee, or other service to the community; or
6. meals and refreshments provided when a municipal officer or employee is a speaker or participant at a job-related professional or educational conference or program and the meals and refreshments are made available to all participants.

§ 34-5 Board of Ethics.

A. There is hereby established a board of ethics for the municipality. The board of ethics shall consist of five members, a majority of whom shall not be officers or employees of the municipality, but at least one of whom must be a municipal officer or employee. The members of such board of ethics shall be appointed by the City Council of the City of Newburgh.
B. The board of ethics, as constituted at the time of the enactment of this chapter, shall continue in existence. The term of office of each member shall be five years, and the term shall continue until a successor shall be appointed. If a vacancy shall occur other than by expiration of the term, it shall be filled by the appointment of the unexpired term.
C. A chairperson of the board of ethics shall be selected by a majority vote of the members of the board.
D. The body shall serve at the pleasure of the City Council. The body shall receive no salary or compensation for their services as members of the board of ethics.
E. No member shall hold the office of Chair, First Vice Chair, Second Vice Chair, Secretary or Treasurer, or Sargent at Arms in a federal, state or Orange County political party. No more than four members shall be of the same enrolled political party affiliation at the time of their appointment.
F. Powers and duties of the board of ethics. The board of ethics shall have the following powers and duties:
   1. The board of ethics shall render advisory opinions to the officers and employees of the City of Newburgh with respect to article 18 of the General Municipal Law and this code. Such advisory opinions must be rendered pursuant to the written request of any member of the general public, any officer or employee of the City of Newburgh or any member of the board of ethics in accordance with the following procedures:

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a. the complaint must be submitted on a form as prescribed by the board of ethics which shall be available at the Office of the City Clerk and on the City of Newburgh website. The board shall not consider any complaint form which is incomplete;
b. the complaint must be signed by the complainant and include a current, valid address of the complainant;
c. the complaint shall be mailed to the board of ethics or to Newburgh City Hall, or submitted to the Office of the City Clerk, for filing with the board of ethics;
d. written receipt of complaints shall be acknowledged within sixty days of receipt of the complaint;
e. all complaints shall be kept in the confidential records of the board;
f. no meeting or proceeding or hearing of the board of ethics concerning a possible violation of this chapter shall be open to the public, except upon the written request of the officer of the city or employee, or as required by the provisions of article 7 of the Public Officers Law or by some other state or federal law or regulation;
g. the board shall render an advisory opinion on all complaints;
h. should the board determine there appears to be merit or probable cause in the complaint, it shall send a written invitation to the officer or employee in question to appear at a private meeting of the board to explain the issue in dispute. The invitation shall contain a statement of the facts upon which the board has relied for its determination of probable cause and a statement of the provisions of law allegedly violated. Such city officer or employee shall have a reasonable time to respond either orally or in writing and shall have the right to be represented by counsel or any other person;
i. if, after consideration of the response of the officer or employee, the board determines that there remains probable cause to believe that a violation has occurred, the board shall hold or direct a hearing to be held on the record to determine whether such violation has occurred or refer the matter to the appropriate department or appointing authority if the city officer or employee is subject to the jurisdiction of any state law or collective bargaining agreement which provides for conduct of disciplinary proceedings. When such matter is referred to such department or appointing authority, the department or appointing authority shall consult with the board before issuing a final decision;
j. if the board determines, after a hearing or the opportunity for a hearing, that a city officer or employee has violated this local law, it shall, after consultation with the head of the department or appointing authority for the officer or employee, issue an advisory opinion recommending such penalties as provided for by this local law as it deems appropriate to the head of the department or appointing authority. The advisory opinion shall include findings of fact and conclusions of

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law. When a penalty is recommended, the head of the department or the appointing authority shall report to the board what action was taken;

k. the board's findings, conclusions, advisory opinions and recommendations shall be made public if it is determined that the person who was the subject of the hearing knowingly violated this local law or that it is unreasonable that such person did not know of such violation;

l. the board shall maintain an index of all persons found to be in violation of this local law by name, office and date of order. The index and the determination of probable cause and orders in such cases shall be made available for public inspection and copying;

m. nothing contained in this section shall prohibit the appointing authority of a city officer or employee from terminating or otherwise disciplining such city officer or employee, where such appointing authority is otherwise authorized to do so; provided, however, that such an action by the appointing officer shall not preclude the board from exercising its powers and duties under this local law with respect to actions of any city officer or employee.

2. The board of ethics shall have the advice of legal counsel employed by the board, or if none, the municipality's legal counsel.
3. The board of ethics may make recommendations with respect to the drafting and adoption of a code of ethics, or amendments thereto, upon the request of the City of Newburgh.
4. The board of ethics may accept from the general public or any of its own members or any City officer or employee a complaint or allegation of a violation of this Chapter by a City officer or employee.
5. The board of ethics shall have the power to issue subpoenas and require the appearances of witnesses to testify under oath and to require the production of books and records and other physical evidence; and following which and as part thereof, make recommendations to the City Council, City Manager, Corporation Counsel and/or other appropriate public officer or agency as to such further action, discipline or other measures as the Board deems fitting and proper.
6. Receiving and serving as the reviewing agency of all annual letters of disclosure filed by such City officers, officials and employees as are required to do so by this chapter; following the review of such and any further action or investigation arising therefrom, the board of ethics shall then convey all such original annual letters of disclosure to the City Clerk whose office shall be the official repository thereof.
7. Receiving and approving for good cause shown or reasonably denying any application for an extension of time to file the annual letter of disclosure required by this chapter; such approval or denial to be based upon a full and fair consideration of the application and the relevant facts and circumstances; and providing such applicant with the written decision of the Board and the basis thereof.

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§ 34-6 Posting and distribution.

A. The City of Newburgh City Manager must promptly cause a copy of this code, and a copy of any amendment to this code, to be posted publicly and conspicuously in each building under the municipality's control. The code must be posted within ten days following the date on which the code takes effect. An amendment to the code must be posted within ten days following the date on which the amendment takes effect.
B. The City Manager must promptly cause a copy of this code, including any amendments to the code, to be distributed to every person who is or becomes an officer and employee of the City of Newburgh.
C. Every municipal officer or employee who receives a copy of this code or an amendment to the code must acknowledge such receipt in writing. Such acknowledgments must be filed with the City Clerk who must maintain such acknowledgments as a public record.
D. The failure to post this code or an amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a municipal officer or employee to receive a copy of this code of ethics or an amendment to the code, or to acknowledge receipt thereof in writing, does not affect either the applicability or enforceability of the code or amendment to the code.

§ 34-7 Enforcement.

Any municipal officer or employee who violates this code may be censured, fined, suspended or removed from office or employment in the manner provided by law.

§ 34-8 Severability.

If any clause, sentence, paragraph, section or part of this Article shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 – VALIDITY

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

SECTION 5 – EFFECTIVE DATE

This Local Law and shall be effective upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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