



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 12, 2016
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of Aug. 8th, and Aug. 30th, 2016
Aprobación del acta de la reunión del 8 de Agosto de 2016 y 30 de Agosto de 2016
5. Update of Video Surveillance Project
(Michael Ciaravino, Chief Cameron, and Katie Mack)

Actualización del Proyecto de Video Vigilancia (Michael Ciaravino, Jefe Cameron, y Katie Mack)
6. City Manager Update/ Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento

Presentations/Presentaciones

7. Proclamation for World Peace Day for the Month of September
Proclamación por el Día de la Paz Mundial durante el mes de septiembre.

Comments from the public regarding the agenda/Comentarios del público con respecto a la agenda

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

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

8. Resolution No. 222 - 2016 - Washington Lake Dam Supplementary Investigation
Resolution Authorizing the City Manager to enter into an Agreement with C.T. Male Associates, P.C. for Professional Engineering Services in an amount not

to exceed \$29,995.00 for a Supplementary Investigation of Washington Lake Dam. (Jason Morris)

Una resolución Autorizando al Gerente de la Ciudad a entrar en un acuerdo con "C.T. Male Associates, P.C." para Servicios de Ingeniería Profesional por un monto que no exceda \$29,995.00 para una investigación suplementaria del Embalse del Lago Washington. (Jason Morris)

9. Resolution No. 223 - 2016 - Delano-Hitch Basketball Court Rehabilitation - Backboard Padding Change Order

Resolution to Authorize the Execution of a Change Order in the amount of \$1,584.00 with Sun Up Enterprises, Inc. in connection with the Delano-Hitch Recreation Park Basketball Courts Improvements Project. (Jason Morris, Deirdre Glenn & Derrick Stanton)

Una Resolución Autorizando la Ejecución de un Cambio de Orden por un monto de \$1,584.00 con "Sun Up Enterprises, Inc." En conexión con el Proyecto de Mejoramiento de Canchas de Baloncesto del Parque de Recreación Delano-Hitch. (Jason Morris, Deirdre Glenn & Derrick Stanton)

10. Resolution No. 224 - 2016 - DEC -- Order on Consent

Resolution Authorizing the City Manager to Execute an Order on Consent with the New York State Department of Environmental Conservation to Resolve Violations under the State Pollutant Discharge Elimination System Permit. (Jason Morris)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Orden de Consentimiento con el Departamento de Conservación del Medio Ambiente del Estado de Nueva York para resolver violaciones bajo el Permiso del Sistema de Eliminación de Descarga de Contaminantes. (Jason Morris)

11. Resolution No. 225 - 2016 - PEC Security Contract Renewal

Resolution Authorizing the City Manager to enter into a Renewal Agreement with PEC Group of New York, Inc. to Provide Security Services for City Hall and 123 Grand Street. (Katie Mack)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en una Renovación de Acuerdo con el Grupo de Nueva York PEC, Inc. Para proveer Servicios de Seguridad para la Municipalidad y la 123 de la Calle Grand. (Katie Mack)

12. Resolution No. 226 - 2016 - Community Resources Officer Program

Agreement with NECSD

Resolution Authorizing the City Manager to enter into an Agreement with the Newburgh Enlarged City School District to provide Police Services in connection with the Community Resources Officer Program for Compensation in the amount of \$100,000.00. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con el Distrito Escolar de la Ciudad de Newburgh para proporcionar servicios de policía en conexión con el Programa de Oficiales para Recursos Comunitarios para compensación en la cantidad de \$100,000.00. (Katie Mack)

13. Resolution No. 227- 2016 - Amend 2016 Personnel Book to change Accountant to Jr. Accountant

Resolution Amending the 2016 Personnel Analysis Book to Change the Position of Accountant to Junior Accountant in the Office of the City Comptroller. (Katie Mack)

Una Resolución Enmendando el Libro de Análisis del Personal del 2016 para cambiar el Puesto de Contador a Contador Auxiliar en la Oficina del Contralor de la Ciudad. (Katie Mack)

14. Resolution No. 228 - 2016 - Adjustment to 2016 Water Budget

Resolution Amending Resolution No: 300-2015, the 2016 Budget for the City of Newburgh, New York to provide for an Adjustment to Offset Unanticipated Expenses that were Incurred and Subsequently Reimbursed. (Katie Mack)

Una Resolución Enmendando la Resolución No: 300-2015, el Presupuesto del 2016 para la Ciudad de Newburgh, Nueva York para proveer un Ajuste para compensar gastos imprevistos que fueron Incurridos y Posteriormente Reembolsados. (Katie Mack)

15. Resolution No. 229 -2016 - NYS DEC Temporary Use and Occupancy Agreement

Resolution Authorizing the City Manager to enter into an Agreement with the New York State Department of Environmental Conservation for Temporary Use of City Property and Right-of-Ways to Facilitate Upgrades to the New York City Water System Connection and the Construction of a Granular Activated Carbon Water Treatment System to Remove PFOS from Water Produced from Washington Lake. (Wayne Vradenburgh, Jason Morris & Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con el Departamento de Conservación del Medio Ambiente del Estado de Nueva York para el uso temporal de propiedad municipal y de caminos de acceso para facilitar actualizaciones al sistema de conexión de agua del

Estado de Nueva York y la Construcción de un Sistema para Tratamiento del Agua de Carbón Activado Granular para remover PFOS del agua producida por el Lago Washington. (Wayne Vradenburgh, Jason Morris y Michelle Kelson)

16. Resolution No. 230 - 2016 - Title Change Water Department

Resolution Amending Resolution No. 52-2016 of March 14, 2016 to change a Title in the 2016 Personnel Analysis Book from Water Maintenance Mechanic to Assistant Water Maintenance Mechanic in the Water Department – Distribution. (Wayne Vradenburgh)

Una Resolución Enmendando Resolución No. 52-2016 del 14 de Marzo de 2016 para cambiar un Título en el libro de Análisis del Personal de Mecánico de Mantenimiento de Agua a Asistente de Mecánico de Mantenimiento de Agua en el Departamento de Agua – Distribución. (Wayne Vradenburgh)

17. Resolution No. 231 - 2016 - Res. & Release of Covenants One Liberty Street

Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-Entry from a Deed Issued to Bluestone Developers, Inc. to the Premises known as 1 Liberty Street (Section 45, Block 5, Lot 18). (Michelle Kelson)

Una Resolución Autorizando la Ejecución de una Liberación de Convenios Restrictivos y Derecho de Reingreso de un Escritura Emitida a Bluestone Developers, Inc. A las Instalaciones conocidas como la 1 de la Calle Liberty (Sección 45, Bloque 5, Lote 18). (Michelle Kelson)

18. Resolution No. 232 - 2016 - Res. & Release of Covenants for 63 Grove Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Patrick Cousins to the premises known as 63 Grove Street (Section 26, Block 6, Lot 7.1) (Michelle Kelson)

Una Resolución Autorizando la Ejecución de una Liberación de Convenios Restrictivos y Derecho de Reingreso de un Escritura Emitida a Patrick Cousins a las Instalaciones conocidas como la 63 de la Calle Grove (Sección 26, Bloque 6, Lote 7.1) (Michelle Kelson)

19. Resolution No. 233 -2016 - Student Interns In the Department of Planning & Development

A Resolution amending the 2016 Personnel Analysis Book to add two temporary intern positions in the Department of Planning and Development. (Deirdre Glenn)

Una Resolución enmendando el libro de análisis del personal de 2016

para agregar dos puestos temporales en el Departamento de Planificación y Desarrollo. (Deirdre Glenn)

20. Resolution No. 234 - 2016 - Resolution Appointing Members to the Community Development Block Grant Advisory Committee

Resolution Appointing Members to the Community Development Block Grant Advisory Committee. (Deirdre Glenn)

Una Resolución Designando a miembros al Comité Asesor de Beca de Desarrollo a los Bloques de la Comunidad. (Deirdre Glenn)

21. Resolution No. 235 - 2016 - Purchase of 316 First Street

Resolution to Authorize the Conveyance of Real Property known as 316 First Street (Section 22, Block 6, Lot 39) at Private Sale to Jose A. Palomino for the amount of \$1,000.00. (Deirdre Glenn)

Una Resolución Autorizando el Traspaso de Bienes Raíces conocidas como la 316 de la Calle First (Sección 22, Bloque 6, Lote 39) en una venta privada a José A. Palomino por la cantidad de \$1,000.00. (Deirdre Glenn)

22. Resolution No. 236 -2016 - Purchase of 224 City Terrace

Resolution to Authorized the Conveyance of Real Property known as 224 City Terrace (Section 17, Block 8, Lot 25) at Private Sale to Israel Gonzalez Mejia and Acela Garcia Mejia for the amount of \$1,300.00. (Deirdre Glenn)

Una Resolución Autorizando el Traspaso de Bienes Raíces conocidas como la 224 de City Terrace (Sección 17, Bloque 8, Lote 25) en una venta privada a Israel González Mejia y Acelea García Mejia por la cantidad de \$1,300.00. (Deirdre Glenn)

23. Resolution No. 237 -2016 - Satisfaction and Release of Mortgage - Yvette O'Neal

Resolution Authorizing the City Manager to Execute a Satisfaction in connection with a Mortgage Issued to Yvette O'Neal for Premises Located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34) (Deirdre Glenn & Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Satisfacción en conexión con una hipoteca emitida a Yvette O'Neal para las instalaciones localizadas en la 46 de la Avenida Carpenter (Sección 29, Bloque 3, Lote 34) (Deirdre Glenn y Michelle Kelson)

24. Resolution No. 238 -2016 - Satisfaction and Release of Note: Mary Lewis Resolution Authorizing the City Manager to Execute a Release in connection with a Promissory Note and Note Modification Agreement given by Mary Lewis to the Newburgh Community Development Agency. (Deirdre Glenn & Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar un Liberación en conexión con un Pagare y un Contrato de Modificación entregada por Mary Lewis a la Agencia de Desarrollo Comunitario de Newburgh. (Deirdre Glenn y Michelle Kelson)

25. Rsolution No. 239 -2016 - Office of Parks, Recreation, and Historic Preservation Grant

Resolution Amending Resolution No. 26-2014 of February 10, 2014 to accept as awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program Grant to Update the East End Historic District Inventory in the Amount of \$25,000.00 and Extending the Grant Term through September 30, 2017. (Deirdre Glenn)

Una Resolución Enmendando Resolución No. 26-2014 del 10 de Febrero de 2014 para aceptar como otorgado una Subvención del Programa Certificado de Gobierno Local de la Oficina de Parques, Recreación, y Preservación Histórica del Estado de Nueva York para actualizar el Inventario de la Parte Este del Distrito Histórico por un monto de \$25,000.00 y Extender el término de la Subvención hasta el 30 de septiembre de 2017. (Deirdre Glenn)

26. Resolution No. 240 -2016 - A Resolution to accept and award a Grant through Local Initiatives Support Corp.

Resolution Authorizing the City Manager to apply for and accept if awarded a Grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation in an amount not to exceed \$149,262.98 for the purpose of Hiring Two Full-Time Code Enforcement Officers. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subvención de la oficina de la Procuraduría General del Estado de Nueva York por medio de la Corporación de Apoyo de Iniciativas Locales por una cantidad que no exceda \$149,262.98 con el propósito de contratar dos Oficiales de Cumplimiento de Códigos a tiempo completo. (Deirdre Glenn)

27. Resolution No. 241 -2016 - A Resolution Approving the Construction of a

Skate Board Park

Resolution Authorizing the award of a bid and the execution of a contract with William J. Keller & Sons Construction Corp. in an amount of \$564,300.00 to Construct Phase 1 of the Skateboard Park in the Delano-Hitch Recreation Park. (Deirdre Glenn)

Una resolución autorizando el otorgamiento de una licitación y la ejecución de un contrato con "William J. Keller & Sons Construction Corp." Por la cantidad de \$564,300.00 para construir la fase 1 del parque de patinetas en el parque de recreación Delano-Hitch. (Deirdre Glenn)

28. Resolution No. 242- 2016 - Enter into agreement with Auctions International Inc

Resolution Authorizing the City Manager to execute an Agreement with Auctions International, Inc. to provide Liquidation Services to the City of Newburgh. (Chief Dan Cameron)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con "Auctions International Inc." Para proporcionar servicios de liquidación a la Ciudad de Newburgh. (Jefe Dan Cameron)

29. Resolution No. 243 - 2016 - Conservation Advisory Council Designation of Chair and Filling a Vacancy

Resolution Appointing Charles "Chuck" Thomas as Chairman and Marcel Barrick as a Member of the Conservation Advisory Council. (Michelle Kelson)

Una resolución nombrando a Charles "Chuck" Thomas como Presidente y a Marcel Barrick como miembro del Consejo de Asesoría de Conservación. (Michelle Kelson)

30. Resolution No. 244 -2016 Hudson River Anchorages

Resolution of the City Council of the City of Newburgh Opposing the Establishment of Anchorage Grounds in the Hudson River by the United States Coast Guard. (Councilwoman Karen Mejia)

Una resolución del Consejo de la Ciudad de Newburgh oponiéndose al establecimiento de tierras de anclaje en el Río Hudson por la Guardia Costera de los Estados Unidos. (Concejal Karen Mejia)

31. Resolution No. 245 -2016 - Request for PFOS/PFOA Blood Testing

Resolution of the City Council of the City of Newburgh Requesting that New York State Commence Blood Testing for PFOS at no Cost to all City of Newburgh Residents. (Councilwoman Karen Mejia)

Una resolución del Consejo de la Ciudad de Newburgh solicitando que el Estado de Nueva York comience pruebas de sangre para detectar PFOS sin costo alguno a los residentes de la Ciudad de Newburgh. (Concejal Karen Mejja)

32. Resolution No. 246 - 2016 - Mid-Broadway Redevelopment Project Update
A Resolution of the City Council of the City of Newburgh expressing conceptual support for the application of Mill St. Partners, LLC to New York State Homes and Community Renewal for Federal, State, and Local Financial Assistance to Develop and construct a Mixed Use Workforce Housing Project at the Mid Broadway Redevelopment Site (City Council)

Actualización del Proyecto de reurbanización "Mid-Broadway" (Mill St. Partners)

33. Resolution No. 247 -2016 446 First St.
A Resolution Authorizing the Conveyance of real property known as 446 First Street (Section 20, Block 3, Lot 24) and 7 Richman Avenue (Section 15, Block 1, Lot 14.1) in exchange for 17 Johnston Street (Section 30, Block 2, Lot 21) in settlement of the claim of Dominic Moffa and Lizette Pastore. (Michelle Kelson)
34. Resolution No. 248 -2016 - Tax Certiorari Imperial Motel
A Resolution approving the Consent Judgment and authorizing the City Manager to sign such Consent Judgment in connection with the Tax Certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. 5393-2014, 5435-2015 & 4495-2016 involving Section 28 Block 2 Lot 21.2 (Imperial Motel)
35. Resolution No. 249 - 2016 - Sheila Monk
A Resolution to authorize a settlement in the matter of Sheila Monk against the City of Newburgh in the amount of \$60,000.00. (Michelle Kelson)
36. Resolution No. 250 -2016 - Vincent Abate
A Resolution To Authorize A Settlement In The Matter Of Vincent A. Abate Against The City Of Newburgh In The Amount Of \$47,500.00. (Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

37. Resolution No. 251 - Reduction of Cash Payments

A Resolution of the City Council of the City of Newburgh to reduce cash payments. (Councilwoman Rayford)

Public Comments Regarding General Matters of City Business

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 222 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH C.T. MALE ASSOCIATES, P.C.
FOR PROFESSIONAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED
\$29,995.00 FOR A SUPPLEMENTARY INVESTIGATION OF WASHINGTON LAKE DAM**

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including an Engineering Assessment for the Washington Lake Dam, which represented work items necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washing Lake Dam and related spill way; and

WHEREAS, pursuant to the Master Services Agreement, C.T. Male Associates, P.C. has submitted a proposal to provide a supplementary investigation of the Washington Lake Dam in an amount not to exceed \$29,995.00; and

WHEREAS, funding for such project shall be derived from the 2016 BAN HF1.8320.0200.8102.2016 - Equipment Infrastructure; and

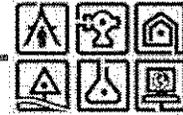
WHEREAS, this Council has determined that entering into an agreement with C. T. Male Associates, P.C. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, P.C. for professional engineering services for a supplementary investigation of the Washington Lake Dam in an amount not to exceed Twenty-Nine Thousand Nine Hundred Ninety-Five and 00/100 (\$29,995.00) Dollars.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



August 30, 2016

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

Re: *Supplementary Investigation & Update of Engineering Assessment
Washington Lake Dam (DEC #195-0536)
Newburgh, NY*

Dear Mr. Morris:

An Engineering Assessment (EA) was prepared by our office for Washington Lake Dam and included an Initial Safety Inspection, a hydrologic and hydraulic analysis of the reservoir's watershed and the dam's spillway, and a stability analysis of the dam's earthen embankments. Based upon the results of these analyses, recommendations and a schedule for implementation of the same were provided within the EA to bring the dam into complete compliance with DEC regulations. Included amongst the recommended remedial actions were:

- Improvements to the dam's spillway and embankment to allow for the safe passage of the spillway design flood, to be completed by 2018.
- Installation of a new 36-inch diameter low-level drain to allow for drawdown of the reservoir, to be completed by 2018.
- Perform a subsurface investigation to assess the composition, strength and permeability characteristics of the dam's earthen embankment.

The EA for Washington Lake Dam was submitted to New York State Department of Environmental Conservation (DEC) for review by Mr. Scott Braymer, P.E. of the Dam Safety Section of DEC's Bureau of Flood Protection and Dam Safety. In a letter dated February 20, 2014, Mr. Braymer indicated that a more aggressive schedule must be pursued for the recommended remedial work. In addition, he had several comments related to technical assumptions made in the preparation of the EA, the presence of other embankments on Washington Lake, and requested that greater clarity be provided as to the functionality of the City of Newburgh's water supply system. Mr. Braymer also indicated that there may be some value in reevaluating the dam's hazard classification, which is currently identified as Class C - High Hazard. This classification has been based upon a dam break analysis and inundation map prepared by O'Brien & Gere as part of the dam's

C.T. MALE ASSOCIATES

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Emergency Action Plan. Performance of a more sophisticated hazard classification assessment may indicate that in the event of a dam failure, the potential for loss of human life due to the resulting flood wave is not expected, thereby reducing the dam's hazard classification. In the event that the dam's hazard classification may be reduced through this refined analysis, a spillway design flood of lesser magnitude may be utilized in the performance of the hydrologic and hydraulic analyses. This less severe storm event may reduce or eliminate the need to perform some of the recommended improvements to the dam's service spillway and embankment.

In order to adequately address the comments provided by Mr. Braymer, the following additional field work is required:

- A subsurface investigation must be performed prior to finalization of the EA.
- Topographic surveys must be performed of New York State Route 207 (locally known as Little Britain Road) and the area immediately south of the same. Topographic information in this area is required to verify whether this road would be overtopped under the spillway design flood, and, if so, whether flood waters would be contained within Great Singer Swamp or proceed towards Silver Stream.

In addition to the field work outlined above, should the City wish to pursue a reevaluation of the dam's hazard classification, additional topographic work will be required to establish finished floor elevations of numerous structures located within the inundation zone established by the EAP prepared by O'Brien & Gere.

Each of these items is beyond the scope of work originally proposed and approved for the Engineering Assessment. Accordingly we are submitting this proposal to further define this additional work for your consideration.

Task 1: Topographic Survey

So as to address Mr. Braymer's questions regarding overtopping of SR207 and the routing of floodwaters beyond the same, it will be necessary to gather topographic information for this area. Included within this task item will be a full day of field work by a C.T. Male survey crew, inclusive of travel time, and the reduction of the field survey in the office.

Should the City wish to pursue the hazard classification reassessment, an **additional** one (1) day of field work will be required by a C.T. Male survey crew to gather the necessary topographic information.

Task 2: Subsurface & Former Gate House Investigations

In accordance with Mr. Braymer's review, a subsurface investigation program must be performed prior to finalizing the dam's EA. Mr. Braymer has also indicated that in order to address his comments regarding the abandonment of a former gate house it will be necessary to perform an underwater inspection of that structure.

C.T. MALE ASSOCIATES

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Mr. Jason Morris, P.E.

City Engineer, City of Newburgh

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Task 2A: Subsurface Investigation Program

No subsurface exploration work was performed for the preparation of the dam's Engineering Assessment. During the document review process, subsurface information was recovered which indicated that several test borings had been advanced at the site. However, no information could be recovered which indicated where these test borings were advanced, and, as such, this information could not be utilized.

Although it is believed that the embankment was constructed from locally available borrow sources, the exact composition, relative density, and strength parameters of the soils comprising the embankment are unknown. Strength parameters were assumed for use in the stability analyses performed for the Engineering Assessment, and, for several load cases, the calculated factors of safety were determined to be less than the required minimum safety factors. A sensitivity analysis performed as part of the Engineering Assessment revealed that the calculated factor of safety would exceed the required minimum safety factors with only modest increases in the strength parameters. Accordingly, a subsurface investigation program must be performed at Washington Lake Dam to more accurately define the composition and strength characteristics of the embankment's soils.

This program should involve the advancement of conventional test borings, installation of groundwater level monitoring wells, and the performance of falling head permeability testing. We propose to advance three (3) test borings at select locations along the embankment. One (1) of the test borings will be advanced upstream of the dam's core wall using flush-joint casing to enable falling head permeability testing to be performed. These test results will be used to assess the rate at which the upstream slope of the dam will drain during one of the required conditions of analysis, i.e. the stability of the dam's upstream slope under rapid drawdown of the reservoir. The other test borings will be advanced using hollow-stem augers. Each of these test borings will be advanced from the crest of the dam, extend into the embankment and a short distance into the underlying foundation soils. A geotechnical engineer from our staff will be present on-site to monitor the test borings, field classify the recovered soil samples and record the falling head test results.

Task 2B: Former Gate House Investigation

Although it is reported in a Department of Health inspection report that the former gate house was abandoned and reportedly infilled with gravel, it will be necessary to retain the services of a professional diving contractor to verify this. In the event that the gate house is found to have not been infilled, the diving contractor will inspect the interior of the former gate house for the presence of any piping exiting the structure and to determine if it has been properly abandoned.

C.T. MALE ASSOCIATES

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Additionally, as time permits, the diving subcontractor will be asked to perform an inspection of the existing gate house and the former boiler house structure to ascertain their condition and to verify intake depths.

Task 3: Update Engineering Assessment

Upon completion of each of the above identified tasks, the dam's Engineering Assessment will be updated and finalized for submission to DEC. The slope stability analyses will be updated utilizing the strength parameters and line of seepage through the embankments estimated from performance of the field investigation and revised factors of safety will be estimated for each load case. In addition, the Engineering Assessment will be updated to include discussion as to the functionality of the City of Newburgh's water supply system, based upon input from City personnel, as well as the results of the former gate house investigation.

Comments raised by Mr. Braymer regarding the assumptions utilized in the hydrologic and hydraulic analyses will also be addressed. The watershed boundaries used in the hydrologic and hydraulic analyses will be revised to coincide with any additional watershed boundary information provided by the City's Engineering Department. The work associated with this effort is considered to be part of our original scope of work and accordingly additional fees for the same are not being requested. Once the final Engineering Assessment report is submitted to the City and the NYSDEC, C.T. Male will address any outstanding comments to the satisfaction of both parties.

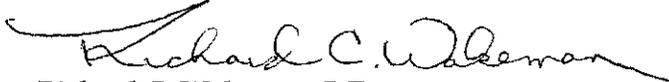
Fee

Our fees for this work are itemized on the attached fee schedule.

Should you have any questions regarding this proposal, please call my direct extension at (518) 786-7411.

Respectfully Submitted,

C.T. MALE ASSOCIATES



Richard C. Wakeman, P.E.

Vice President - Civil Engineering

Att.: Fee Schedule

FEE SCHEDULE

Work Item	Work Item Description	Unit Cost	Estimated Quantity	Item Cost
TASK 1: SURVEY				
1	Topographic Survey of Little Britain Road & Perimeter of Great Singer Swamp	\$4,750.00	L.S.	\$4,750.00
2	Topographic Survey of Structures within Inundation Zone (Optional)	\$4,000.00	L.S.	\$4,000.00
TASK 2: SUBSURFACE & FORMER GATE HOUSE INVESTIGATIONS				
<i>Soil Borings</i>				
3	Mobilization/Demobilization of Test Boring Drill Rig & Crew	\$1,100.00	L.S.	\$1,100.00
4	Drilling & Sampling of Overburden per ASTM D-1586	\$1,850.00/Day	2 Days	\$3,700.00
5	Installation of 2-inch diameter PVC groundwater monitoring wells	\$15.00/LF	120 LF	\$1,800.00
6	Guard Pipe/Flush-Mount Road Box	\$150.00/Each	4	\$600.00
<i>Former Gate House Investigation</i>				
7	Diving Subcontractor	\$5,000.00	L.S.	\$5,000.00
8	Geotechnical Engineer	\$115.00/Hour	12 Hours	\$1,380.00
9	Mileage & Tolls	\$120.00	L.S.	\$120.00
<i>Observation of Soil Borings</i>				
10	Observation of Soil Borings by Senior Technician	\$95.00/Hour	20 Hours	\$1,900.00
11	Per Diem	\$165.00/Day	1 Day	\$165.00
12	Mileage & Tolls	\$130.00	L.S.	\$130.00
TASK 3: ENGINEERING ASSESSMENT				
13	Update Engineering Assessment	\$4,100.00	L.S.	\$4,100.00
14	Perform Hazard Classification Assessment (Optional)	\$1,250.00	L.S.	\$1,250.00
ESTIMATED MAXIMUM NOT-TO-EXCEED FEE				\$29,995.00*

***Note:** Should the City of Newburgh elect not to perform the more refined Hazard Classification Assessment, Items 2 and 14 will not be performed and the not-to-exceed fee will be reduced to \$24,745.00.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



March 30, 2016

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

Re: *Supplementary Investigation & Update of Engineering Assessment
Washington Lake Dam (DEC #195-0536)
Newburgh, NY*

Dear Mr. Morris:

An Engineering Assessment (EA) was prepared by our office for Washington Lake Dam and included an Initial Safety Inspection, a hydrologic and hydraulic analysis of the reservoir's watershed and the dam's spillway, and a stability analysis of the dam's earthen embankments. Based upon the results of these analyses, recommendations and a schedule for implementation of the same were provided within the EA to bring the dam into complete compliance with DEC regulations. Included amongst the recommended remedial actions were:

- Improvements to the dam's spillway and embankment to allow for the safe passage of the spillway design flood, to be completed by 2018.
- Installation of a new 36-inch diameter low-level drain to allow for drawdown of the reservoir, to be completed by 2018.
- Perform a subsurface investigation to assess the composition, strength and permeability characteristics of the dam's earthen embankment.

The EA for Washington Lake Dam was submitted to New York State Department of Environmental Conservation (DEC) for review by Mr. Scott Braymer, P.E. of the Dam Safety Section of DEC's Bureau of Flood Protection and Dam Safety. In a letter dated February 20, 2014, Mr. Braymer indicated that a more aggressive schedule must be pursued for the recommended remedial work. In addition, he had several comments related to technical assumptions made in the preparation of the EA, the presence of other embankments on Washington Lake, and requested that greater clarity be provided as to the functionality of the City of Newburgh's water supply system. Mr. Braymer also indicated that there may be some value in reevaluating the dam's hazard classification, which is currently identified as Class C - High Hazard. This classification has been based upon a dam break analysis and inundation map prepared by O'Brien & Gere as part of the dam's

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Emergency Action Plan. Performance of a more sophisticated hazard classification assessment may indicate that in the event of a dam failure, the potential for loss of human life due to the resulting flood wave is not expected, thereby reducing the dam's hazard classification. In the event that the dam's hazard classification may be reduced through this refined analysis, a spillway design flood of lesser magnitude may be utilized in the performance of the hydrologic and hydraulic analyses. This less severe storm event may reduce or eliminate the need to perform some of the recommended improvements to the dam's service spillway and embankment.

In order to adequately address the comments provided by Mr. Braymer, the following additional field work is required:

- A subsurface investigation must be performed prior to finalization of the EA.
- Topographic surveys must be performed of New York State Route 207 (locally known as Little Britain Road) and the area immediately south of the same. Topographic information in this area is required to verify whether this road would be overtopped under the spillway design flood, and, if so, whether flood waters would be contained within Great Singer Swamp or proceed towards Silver Stream.

In addition to the field work outlined above, should the City wish to pursue a reevaluation of the dam's hazard classification, additional topographic work will be required to establish finished floor elevations of numerous structures located within the inundation zone established by the EAP prepared by O'Brien & Gere.

Each of these items is beyond the scope of work originally proposed and approved for the Engineering Assessment. Accordingly we are submitting this proposal to further define this additional work for your consideration.

Task 1: Topographic Survey

So as to address Mr. Braymer's questions regarding overtopping of SR207 and the routing of floodwaters beyond the same, it will be necessary to gather topographic information for this area. Included within this task item will be a full day of field work by a C.T. Male survey crew, inclusive of travel time, and the reduction of the field survey in the office.

Should the City wish to pursue the hazard classification reassessment, an **additional** one (1) day of field work will be required by a C.T. Male survey crew to gather the necessary topographic information.

Task 2: Subsurface & Former Gate House Investigations

In accordance with Mr. Braymer's review, a subsurface investigation program must be performed prior to finalizing the dam's EA. Mr. Braymer has also indicated that in order to

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address his comments regarding the abandonment of a former gate house it will be necessary to perform an underwater inspection of that structure.

Task 2A: Subsurface Investigation Program

No subsurface exploration work was performed for the preparation of the dam's Engineering Assessment. During the document review process, subsurface information was recovered which indicated that several test borings had been advanced at the site. However, no information could be recovered which indicated where these test borings were advanced, and, as such, this information could not be utilized.

Although it is believed that the embankment was constructed from locally available borrow sources, the exact composition, relative density, and strength parameters of the soils comprising the embankment are unknown. Strength parameters were assumed for use in the stability analyses performed for the Engineering Assessment, and, for several load cases, the calculated factors of safety were determined to be less than the required minimum safety factors. A sensitivity analysis performed as part of the Engineering Assessment revealed that the calculated factor of safety would exceed the required minimum safety factors with only modest increases in the strength parameters. Accordingly, a subsurface investigation program must be performed at Washington Lake Dam to more accurately define the composition and strength characteristics of the embankment's soils.

This program should involve the advancement of conventional test borings, installation of groundwater level monitoring wells, and the performance of falling head permeability testing. We propose to advance three (3) test borings at select locations along the embankment. One (1) of the test borings will be advanced upstream of the dam's core wall using flush-joint casing to enable falling head permeability testing to be performed. These test results will be used to assess the rate at which the upstream slope of the dam will drain during one of the required conditions of analysis, i.e. the stability of the dam's upstream slope under rapid drawdown of the reservoir. The other test borings will be advanced using hollow-stem augers. Each of these test borings will be advanced from the crest of the dam, extend into the embankment and a short distance into the underlying foundation soils. A geotechnical engineer from our staff will be present on-site to monitor the test borings, field classify the recovered soil samples and record the falling head test results.

Task 2B: Former Gate House Investigation

Although it is reported in a Department of Health inspection report that the former gate house was abandoned and reportedly infilled with gravel, it will be necessary to retain the services of a professional diving contractor to verify this. In the event that the gate house is found to have not been infilled, the diving contractor will inspect the

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interior of the former gate house for the presence of any piping exiting the structure and to determine if it has been properly abandoned.

Additionally, as time permits, the diving subcontractor will be asked to perform an inspection of the existing gate house and the former boiler house structure to ascertain their condition and to verify intake depths.

Task 3: Update Engineering Assessment

Upon completion of each of the above identified tasks, the dam's Engineering Assessment will be updated and finalized for submission to DEC. The slope stability analyses will be updated utilizing the strength parameters and line of seepage through the embankments estimated from performance of the field investigation and revised factors of safety will be estimated for each load case. In addition, the Engineering Assessment will be updated to include discussion as to the functionality of the City of Newburgh's water supply system, based upon input from City personnel, as well as the results of the former gate house investigation.

Comments raised by Mr. Braymer regarding the assumptions utilized in the hydrologic and hydraulic analyses will also be addressed. The work associated with this effort is considered to be part of our original scope of work and accordingly additional fees for the same are not being requested.

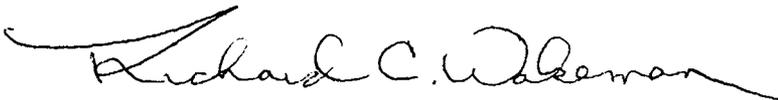
Fee

Our fees for this work are itemized on the attached fee schedule.

Should you have any questions regarding this proposal, please call my direct extension at (518) 786-7411.

Respectfully Submitted,

C.T. MALE ASSOCIATES



Richard C. Wakeman, P.E.
Vice President - Civil Engineering

Att.: Fee Schedule

FEE SCHEDULE

Work Item	Work Item Description	Unit Cost	Estimated Quantity	Item Cost
TASK 1: SURVEY				
1	Topographic Survey of Little Britain Road & Perimeter of Great Singer Swamp	\$4,750.00	L.S.	\$4,750.00
2	Topographic Survey of Structures within Inundation Zone (Optional)	\$4,000.00	L.S.	\$4,000.00
TASK 2: SUBSURFACE & FORMER GATE HOUSE INVESTIGATIONS				
Soil Borings				
3	Mobilization/Demobilization of Test Boring Drill Rig & Crew	\$1,100.00	L.S.	\$1,100.00
4	Drilling & Sampling of Overburden per ASTM D-1586	\$1,850.00/Day	2 Days	\$3,700.00
5	Installation of 2-inch diameter PVC groundwater monitoring wells	\$15.00/LF	120 LF	\$1,800.00
6	Guard Pipe/Flush-Mount Road Box	\$150.00/Each	4	\$600.00
Former Gate House Investigation				
7	Diving Subcontractor	\$5,000.00	L.S.	\$5,000.00
8	Geotechnical Engineer	\$115.00/Hour	12 Hours	\$1,380.00
9	Mileage & Tolls	\$120.00	L.S.	\$120.00
Observation of Soil Borings				
10	Observation of Soil Borings by Senior Technician	\$95.00/Hour	20 Hours	\$1,900.00
11	Per Diem	\$165.00/Day	1 Day	\$165.00
12	Mileage & Tolls	\$130.00	L.S.	\$130.00
TASK 3: ENGINEERING ASSESSMENT				
13	Update Engineering Assessment	\$4,100.00	L.S.	\$4,100.00
14	Perform Hazard Classification Assessment (Optional)	\$1,250.00	L.S.	\$1,250.00
ESTIMATED MAXIMUM NOT-TO-EXCEED FEE				\$29,995.00*

***Note:** Should the City of Newburgh elect not to perform the more refined Hazard Classification Assessment, Items 2 and 14 will not be performed and the not-to-exceed fee will be reduced to \$24,745.00.

RESOLUTION NO.: 223 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CHANGE ORDER
IN THE AMOUNT OF \$1,584.00 WITH SUN UP ENTERPRISES, INC.
IN CONNECTION WITH THE DELANO-HITCH RECREATION PARK
BASKETBALL COURTS IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. -2015 of September 28, 2015, the City Council of the City of Newburgh awarded a bid and authorized the City Manager to execute a contract with Sun Up Enterprises, Inc. (“Sun Up”) for the repair and resurfacing of the basketball courts located within the Delano-Hitch Recreation Park at a cost of \$169,310.00; and

WHEREAS, Sun Up has submitted Change Order No. 1 in the amount of \$1,584.00 for additional costs related to the installation of backboard padding, post, rim and net not included in the base bid amount; and

WHEREAS, funding for the cost of the work covered by the change order shall be derived from the CDBG budget; and

WHEREAS, this Council finds that authorizing the City Manager to execute a change order for the backboard work as proposed in the change order 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 hereby is authorized to execute Change Order No. 1 to the Sun Up Enterprises, Inc. contract in connection with the Delano-Hitch Recreation Park Basketball Courts Improvements Project in the amount of \$1,584.00.

CHANGE ORDER

CHANGE ORDER NO. 001

DATE: July 28, 2016

CONTRACT NO. 11-15

SHEET 1 OF 1

PROJECT: BASKETBALL COURT REHABILITATION
DELANDS - HITCH RECREATION PARK

OWNER: CITY OF NEW BURGH

OWNER'S ADDRESS: 83 BROADWAY
NEWBURGH, N.Y. 12550

OWNER'S PHONE NUMBER:

CONTRACTOR: Sun-Up Enterprises, Inc.

CONTRACTOR'S ADDRESS: 1607 Route 376

Wappingers Falls, NY 12590

CONTRACTOR'S PHONE NUMBER: (845)462-1800

DESCRIPTION OF CONTRACT MODIFICATIONS: — SEE ATTACHED

REASON FOR CONTRACT MODIFICATIONS OR NEED FOR EXTRA WORK: — SEE ATTACHED

TIME EXTENSION REQUIRED FOR THIS CHANGE ORDER:

None

ITEMIZATION OF CONTRACTOR'S PROPOSAL FOR THIS WORK:

ADD \$ 1584.00

CONTRACT AMT. 169,310.00

NEW CONTRACT AMT. \$ 170,894.00

AUTHORIZATIONS:

OWNER:

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: [Signature]

Title: PROJ. MGR

Date: 7/28/16

RESOLUTION NO.: 224 - 2016

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN ORDER ON CONSENT WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO RESOLVE VIOLATIONS
UNDER THE STATE POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

WHEREAS, the New York State Department of Environmental Conservation ("NYS DEC") conducted inspections related to the City of Newburgh's State Pollutant Discharge Elimination System ("SPDES") Permit and found violations in connection with the settleable solids limits, CSO outfall inspections and illicit sewer connections and issued under Article 17 of the NYS Environmental Conservation Law; and

WHEREAS, an Order on Consent has been offered by the NYS DEC to resolve the violations with the payment of a civil penalty not to exceed \$1,000.00 which is payable upon the signing of the Order on Consent; and

WHEREAS, this Council has determined that entering into the proposed Order on Consent 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 hereby is authorized to enter into the proposed Order on Consent, in substantially the same form as annexed hereto and made part hereof with other provisions as Corporation Counsel may require, and to take such additional and further action effectuate the terms of the proposed Order on Consent.

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

-----X
In the Matter of Violations of Article 17 of the
Environmental Conservation Law ("ECL") and
Parts 700 and 705 of Title 6 of the Official
Compilation of Codes, Rules and Regulations of the
State of New York ("6 NYCRR"), by

ORDER ON CONSENT
Case No. R3-20150521-54;
R3-20151028-97

City of Newburgh,

Respondent.

(Orange County)
----- X

WHEREAS:

1. The Department of Environmental Conservation ("DEC" or "the Department") is a Department of the State of New York with jurisdiction to enforce the environmental laws of the State pursuant to Environmental Conservation Law ("ECL") § 3-0301.

2. The Department is responsible for the administration and enforcement of laws, regulations and management of Water Pollution Control and the State Pollutant Discharge Elimination System ("SPDES") and permits issued thereunder, pursuant to ECL Article 17 and 6 NYCRR Parts 700 et seq. and 750 et seq.

3. Respondent City of Newburgh maintains offices at 83 Broadway, Newburgh, New York, and is the owner and operator of the wastewater treatment plant located at 2 Renwick Street, Newburgh, NY (the "Facility"), SPDES permit NY0026310. The term "Respondent," as used herein, shall refer to all named Respondents, jointly and severally.

4. The DEC documented violations of the SPDES permit limit for Settleable Solids (0.3 ml/l) at the Facility, in December 2014, January through April 2015, June, September, October, November 2015, January and March 2016.

5. On July 8, 2014, the Department of Environmental Conservation documented two violations by Respondent of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems, GP-0-10-002 (Part VII.A.3.d) and GP-0-08-002 (Part VII.A.3.d). Respondent did not conduct an outfall reconnaissance inventory at least once every five years with reasonable progress each year; Respondent should have completed an inspection of all outfalls by May 2013. Respondent could not provide documentation that the outfall reconnaissance inventory (dry weather surveys) had been completed. Respondent also did not comply with GP-0-08-002 (Part IV.A), which states that Permittees must, by March 9, 2009, prepare a Stormwater Management Program Plan documenting their Stormwater Management Program. On July 8, 2014 the Respondent did not have a Stormwater Management Program plan.

6. The DEC documented violations of ECL Article 17-0803 and SPDES permit CSO Best Management Practices # 6, regarding illegal connections to the City of Newburgh's CSO outfalls, thus causing unpermitted discharges of sewage at locations on First Street, Water Street, South Water Street, and Park Place in the City of Newburgh on May 27, 2014, June 4, 2014, June 23, 2014, October 22, 2015 and October 29, 2015.

7. Respondent admits these violations and affirmatively waives the right to a public hearing in this matter in the manner provided by 6 NYCRR Part 622, consents to the issuing and entering of this Order, agrees to be bound by the terms, provisions and conditions of this Order, including the Compliance Schedule attached hereto, and waives the right to a public hearing in any matter that may arise under the terms of this Order.

NOW, having considered this matter and being duly advised, it is ORDERED that:

I. **Civil Penalty.** Respondent shall be liable to pay a civil penalty in the amount of twenty-two thousand, one hundred dollars (\$22,100.00) dollars, one thousand dollars (\$1,000.00) of which is payable to the Department upon Respondent's return of an executed copy of this Order to the Department. The DEC case number appearing on the first page of this Order shall be endorsed on the face of the check. The civil penalty shall be paid by check, bearing the signature of Respondent, made payable to the "Department of Environmental Conservation" and forwarded to the Regional Attorney, New York State Department of Environmental Conservation, Region 3, 21 South Putt Corners Road, New Paltz, New York 12561. The remaining amount, twenty-one thousand, one hundred dollars (\$21,100.00) is suspended provided Respondent strictly adheres to the terms and conditions of this Order, including the Schedule of Compliance, attached hereto. If Respondent violates any term of this Order, including the Schedule of Compliance, the whole amount of the suspended penalty, or any portion thereof, shall be due from Respondent within 30 days of receiving written notice from the Department that penalties are due. The determination of the suspended penalty amount due shall be in the Department's sole discretion.

II. Schedule of Compliance.

Respondent shall strictly comply with the terms of this Order and with the attached Schedule of Compliance, including any report(s), plan(s), proposal(s) and other submissions made pursuant thereto. The Schedule of Compliance and all such submissions are hereby deemed incorporated into this Order, upon approval by the Department if such approval is required, and shall be fully enforceable as part of this Order. Respondent shall have the opportunity to submit a progress report thirty days prior to any deadline in the Schedule of Compliance. This progress report shall indicate progress to date and, if additional time is required to complete the item, the reasons for the request for additional time and a proposed revised date for completion of the item. DEC shall review the progress report as described in Paragraph VI., "Review of Submitted Remedial Plans and Proposals".

III. Notice of Noncompliance.

In the event that the Department determines, in the Department's sole discretion, that the Respondent has failed to timely and fully comply with any provision of this Order, the Department may serve upon the Respondent a notice of noncompliance setting forth the nature of the violation(s). Service of such notice may be by personal service or by certified mail return receipt requested (restricted delivery not required) at the Respondents' address as specified in Paragraph 3 of this Order, or, if such service is refused or cannot be completed, by ordinary mail.

IV. Full Settlement.

Until fully remediated in accordance with this Order, all violations described above shall be considered continuing violations. The Department shall not institute any action or proceeding for penalties or other relief for the violations described above other than those actions and penalties set forth in this Order, for so long as Respondent remains in compliance with this Order. Any failure by Respondent to comply fully with the terms of this Order may subject the Respondent to further enforcement action for

the violations described above. Compliance with this Order shall not excuse nor be a defense to charges of any violations of the ECL or any regulation or permit issued thereunder, which may occur subsequent to the date of this Order.

V. Submission.

All reports and submissions required in this Consent Order shall be submitted to the Department, via U.S. Mail, as follows:

a hardcopy original and an electronic copy in .pdf format on Compact Disc to:

Regional Water Engineer
Division of Water
New York State Department of Environmental Conservation, Region Three
100 White Plains, New York
Re: Case No. R3-20150521-54 and R3-20151028-97

and an electronic copy in .pdf format on Compact Disc to the:

Regional Attorney
Office of General Counsel
New York State Department of Environmental Conservation, Region Three
21 South Putt Corners Road
New Paltz, New York 12561
Re: Case No. R3-20150521-54 and R3-20151028-97

Respondent shall be responsible for the content of any submissions made pursuant to this Order and shall certify in writing to the Department that such submission complies with the requirements set forth in this Order. Submission of any material containing assertions of fact shall be considered an affirmative representation by Respondent of the truth of such assertions. Respondent shall be in violation of this Order if any submission is of such poor quality that it does not constitute a good faith effort to comply with the provisions of this Order.

VI. Review of Submitted Remedial Plans and Proposals.

After review of any remedial plan or proposal required by this Order and its Schedule of Compliance, the Department shall notify Respondent, in writing, of its

approval or disapproval of the submission. If the Department approves the submission, Respondent shall implement it in accordance with its schedule and terms, as approved. If the Department disapproves the submission, the Department shall provide to Respondent written notice of its disapproval, specifying with reasonable particularity the grounds for disapproval. Within 30 (thirty) days after Respondent receives written notice of disapproval, Respondent shall submit a revised submission which fully responds to each of the Department's specified grounds for disapproval. After the Department's receipt of Respondent's revised submission, the Department shall notify Respondent, in writing, of its approval or disapproval. If the Department approves the revised submission, Respondent shall implement it in accordance with its schedule and terms, as approved. If the revised submission is not approvable as submitted, the Department, at its option, may disapprove it or may approve it on condition that Respondent accept such modifications as may be specified by DEC to make it approvable. If the Respondent does not accept such modifications, the revised submission will be disapproved. If the Department disapproves the revised submission, the Respondent shall be in violation of this Order. Upon Department approval, a submission or revised submission shall be deemed incorporated into this Order.

VII. Notice of Work.

Respondent shall provide notice to the Department of any excavating, drilling, sampling, construction or start-up of equipment to be conducted pursuant to the terms of this Order, if any, at least five (5) working days in advance of such activities.

VIII. Inspections.

For the purpose of insuring compliance with this Order, and with applicable provisions of the ECL and regulations promulgated thereunder, representatives of this Department shall be permitted access to the facility and to relevant records during reasonable hours to inspect and/or perform such tests which the Department deems appropriate to determine the status of Respondent's compliance.

IX. Conveyance.

In the event that Respondent proposes to convey the whole or any part of its ownership interest in the Facility, Respondent shall, not less than 30 days prior to the consummation of such proposed conveyance, notify the Department in writing of the identity of the transferee and of the nature and date of the proposed conveyance. In advance of such proposed conveyance, Respondent shall notify the transferee in writing, with a copy to the Department, of the applicability of this Order.

X. Other Approvals.

Respondent shall be obligated to obtain whatever permits, easements, rights of entry, approvals or authorizations may be necessary in order to carry out its obligations under this Order. This Order shall not relieve the Respondent of the obligation to comply with any other laws, rules or regulations of the State of New York or any other governmental authority which are applicable to Respondent's activities, nor preclude or limit such enforcement action as may be authorized by law for any such violation.

XI. Other Remedies; Natural Resource Damages.

(a) Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting (1) any legal, administrative or equitable rights or claims, actions, suits, causes of action or demands whatsoever that the Department may have against anyone other than Respondent; (2) the Department's right to enforce, administratively or at law or in equity, the terms, provisions and conditions of this Order against Respondent, its directors, officers, employees, servants, agents, successors and assigns in the event that Respondent shall be in breach of the provisions hereof; (3) the Department's right to bring any action, administratively or at law or in equity against Respondent, its directors, officers, employees, servants, agents, successors and assigns which the Department could otherwise maintain with respect to areas or

resources that may have been affected or contaminated as a result of the release or migration of wastes from the site or from areas in the vicinity of the site, or to require that Respondent take such additional measures as may be necessary for the protection of public health or the environment, including interim remedial measures; (4) the Department's right to commence any action or proceeding relating to or arising out of any disposal of hazardous wastes at the site, as those wastes are defined by applicable regulation; or (5) the Respondent's right to challenge any such action by the Department, whether by administrative hearing or otherwise, to the extent otherwise permitted by law.

(b) Nothing contained in this Order shall be construed as barring, diminishing, adjudicating or in any way affecting any of the Department's rights or authorities, including the right to recover natural resource damages, against any party, including Respondent.

(c) This Order shall not be construed to prohibit the Commissioner or the Commissioner's duly authorized representative from exercising any summary abatement powers, either at common law or as granted pursuant to statute or regulation.

XII. Indemnification.

Respondent or any successors, assigns or transferees, shall indemnify and hold harmless the Department, the State of New York, and their representatives and employees harmless for all claims, suits, actions, damages and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Respondent, its directors, officers, employees, servants, agents, successors or assigns.

XIII. Force Majeure.

Respondent shall not be in default of compliance with this Order to the extent that Respondent may be unable to comply with any provision of this Order because of the action of a national or local government body or court (other than Respondent), an act of God, war, strike, riot or catastrophe as to any of which the negligence or willful misconduct on the part of Respondent was not a proximate cause; provided, however, that Respondent shall use its best efforts to comply. Respondent shall provide written notice to the Department immediately upon obtaining knowledge of such event. In addition, Respondent shall, within twenty-one days of such event, provide written request to the Department for an appropriate extension or modification to this Order, along with documentation evidencing entitlement to relief herein. Relief under this clause shall not be available to Respondent, with regard to a particular event, if Respondent fails to provide timely notice of such event. The Respondent shall have the burden of proving entitlement to relief under this clause, by clear and convincing evidence.

XIV. Modification.

This Order may not be modified except in a writing executed by the DEC Commissioner or the DEC Commissioner's authorized representative.

XV. Default.

The failure of Respondent to comply fully and in timely fashion with any provision of this Order shall constitute a default and a failure to perform an obligation under this Order and under the ECL, and may constitute sufficient grounds for revocation pursuant to 6 NYCRR 621.13 of any permit, license, certification or approval issued to the Respondent by the Department.

XVI. Entire Agreement.

The provisions hereof shall constitute the complete and entire Order between Respondent and the Department concerning the violations set forth above. No terms, conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless made in writing pursuant to Paragraph XIV hereof. No informal advice, guidance, suggestions or comments by the Department regarding reports, proposals, plans, specifications, schedules or any other writing submitted by Respondent shall be construed as relieving Respondent of its obligations to obtain such formal approvals as may be required by this Order.

XVII. Binding Effect.

This Order shall be deemed to bind the Respondent, its officers, directors, agents, employees, contractors, successors and assigns, and all persons, firms and corporations acting under or for Respondent, including, without limitation, any subsequent operator of the Facility who may carry on activities now conducted by Respondent at the Facility, and any successor in title to the Facility or any interest therein. Respondent shall provide a copy of this Order (including any submissions incorporated herein) to any contractor or subcontractor hired to perform work required under this Order, and shall require compliance with this Order as a term of any contract for performance of work under this Order. Respondent shall nonetheless be responsible for ensuring that all work performed under this Order is in compliance with the terms of the Order.

XVIII. Effective Date.

This Order shall not become effective until it is signed by the Regional Director on behalf of the Commissioner.

Dated: New Paltz, New York
_____, 2016

BASIL SEGGOS
Commissioner
Department of Environmental Conservation

By: _____

KELLY R. TURTURRO
Acting Regional Director, Region 3
Department of Environmental Conservation

City of Newburgh
Case no. R3-20150521-54 and R3-20151028-97

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of this Order without further notice, waives its right to a hearing in this matter, and agrees to be bound by the terms, conditions and provisions of this Order. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

City of Newburgh

By: _____

Title: _____

ACKNOWLEDGMENT

On this _____ day of _____, in the year 20____, before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as shown in the instrument, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Schedule of Compliance

Respondent: City of Newburgh
Site or Facility: Newburgh WWTP, 2 Renwick Street, and locations in City as listed
DEC Case No.: R3-20150521-54 and R3-20151028-97

RESPONDENT IS REQUIRED TO SELF-CERTIFY TIMELY COMPLETION OF EACH OF THE ACTIVITIES REQUIRED BY THIS SCHEDULE.

1. Self-certification: Respondent shall submit to DEC, within fifteen (15) days of each milestone date set forth in this Schedule of Compliance, a signed statement certifying that the work required was completed by that date, and that the work was done in the manner required by this Order.

Submission of the required certification shall be considered an affirmative representation by the Respondent of the truth of its contents. Any false statement made therein shall be punishable pursuant to Section 210.45 of the Penal Law, and as may be otherwise authorized by law.

Failure to submit a required certification by the due date shall be a violation of this Order, and shall establish a legal presumption that Respondent has failed to comply with that requirement of the Schedule.

All technical submittals to the Department required under this Order shall be made by Respondent as follows:

All submittals, which shall include a hardcopy original and an electronic copy in .pdf format on Compact Disc shall be submitted to the Department, via U.S. Mail, in accordance with Section V of this Order.

Schedule of Compliance, continued

Respondent: City of Newburgh
Site or Facility: Newburgh WWTP, 2 Renwick Street, and locations in City as listed
DEC Case No.: R3-20150521-54 and R3-20151028-97

2. The following items of concern were fully addressed in advance of Respondent's signature of this Order:

A. Engineering Report to address SPDES limit violations

Respondent has submitted to the Department an Engineering Report with a schedule of corrective actions to eliminate the violations of the SPDES permitted settleable solids limit at the City of Newburgh WWTP.

Respondent has reprogrammed the flow control gate to operate more quickly to respond to wet weather events and to maintain a peak flow of 13.5 MGD through the secondary treatment system.

Respondent has modified the configuration of the existing air filters in the blower system through the construction of a manifold system to increase the filter surface area and decrease inlet velocity.

Respondent has revised its standard operating procedures to clear snow from the area under the blower intakes when necessary.

B. Illegal Connections

Respondent has eliminated the known illegal connections to the combined sewer system.

C. Asset Management

Respondent has provided documentation that every municipal stormwater outfall within the City of Newburgh has been inspected once during dry weather in accordance with the EPA publication, "IDDE: A Guidance Manual for Program Development and Technical Assessment". The Respondent has also submitted a corrective action plan for elimination of discharges from outfalls with illicit discharge.

Schedule of Compliance, continued

Respondent: City of Newburgh
Site or Facility: Newburgh WWTP, 2 Renwick Street, and locations in City as listed
DEC Case No.: R3-20150521-54 and R3-20151028-97

3. Remedial Activities and Milestones: Respondent shall timely perform the activities set forth below in a good and workmanlike manner and supply all required labor, equipment and materials at Respondent's own cost and expense:

A. Engineering Report to address SPDES limit violations

Respondent has submitted to the Department an Engineering Report with a schedule of corrective actions to eliminate the violations of the SPDES permitted settleable solids limit at the City of Newburgh WWTP. Some settleable solids limit exceedances have continued, however. Respondent shall address the following compliance actions:

1. Within 30 days of the effective date of this Order:

Respondent shall revise its standard operating procedures for on call responses to alarms to include verification.

2. Within 90 days of the effective date of this Order:

Respondent shall hire a consultant to prepare a cold weather operating plan.

3. Within 120 days of the effective date of this Order:

Respondent shall submit a cold weather operating plan to the DEC for review and approval.

4. Respondent shall review the Wet Weather Operating Plan to confirm that the Plan takes into account and addresses causes of the settleable solids violation. Respondent shall certify that the Plan addresses the settleable solids violations, if appropriate. If the Plan does not fully address the settleable solids violations, Respondent shall revise the Plan to so address and submit to DEC, within 90 days of the effective date of this Order.

5. Within 30 days of the effective date of this Order:

Respondent shall submit a Process Control Optimization Report, signed and sealed by a New York State licensed Professional Engineer, for DEC approval which evaluates the daily process operations at the wastewater treatment plant including the impacts of industrial slug loads and wasting of waste activated sludge to the primary clarifiers. The report shall make recommendations for

improvements and include a schedule for implementation of the recommended actions.

B. Asset Management Plan

Respondent shall develop, submit for the Department's approval, and implement an Asset Management Plan for the City of Newburgh wastewater treatment infrastructure, including the City of Newburgh wastewater treatment plant and the combined sewage collection system, in accordance with the following schedule:

1. Within 6 months of the effective Date of this Order

Respondent shall complete 50% of the Inventory of Assets and submit an Interim progress report to the Department. Asset categories include but are not limited to headworks, buildings, pump stations, equipment, unit processes, and sanitary sewer collection system. Personnel shall not be included.

2. Within 12 months of the effective Date of this Order:

Respondent shall complete the Inventory of Assets and submit the Inventory to the Department.

3. Within 30 months of the effective Date of this Order:

Respondent shall submit an interim progress report on the completion of the Assessment of Criticality and Condition of the Assets;

4. Within 48 months of the effective date of this Order:

Respondent shall complete the Assessment of Criticality and Condition of the Assets;

5. Within 60 months of the effective Date of this Order:

Respondent shall submit to the Department for approval a completed Asset Management Plan. The completed Asset Management Plan shall include the following items:

- a) Inventory of Assets
- b) Assessment of Criticality of the Assets and Condition of the Assets
- c) Ranking and Prioritization of the Assets

6. Upon completion and DEC review and approval of the Asset Management Plan in item 4.B.5 above, Respondent shall submit a Capital Improvement Plan to DEC for review and approval with a schedule for implementation of the Capital improvements.

7. Upon DEC approval of the Capital Improvement Plan and schedule, Respondent shall begin to implement the Plan and schedule.

RESOLUTION NO.: 225 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A RENEWAL AGREEMENT WITH PEC GROUP OF NEW YORK, INC.
TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

WHEREAS, by Resolution No. 32-2014 of February 10, 2014, the City Council of the City of Newburgh, New York authorized the Interim City Manager to enter into an agreement with PEC Group of New York, Inc. to provide for security services in City Hall; and

WHEREAS, by Resolution No. 2362015 of September 14, 2015, the City Council of the City of Newburgh authorized the City Manager to an addendum to the City's Agreement with PEC Group of New York to provide for security services at 123 Grand Street; and

WHEREAS, a renewal of the security services agreement requires a raise in the hourly rate due to an increase in the prevailing wage for the titles of Guards/Watchman which will increase the cost to the City of approximately \$1,200.00 in the 4th quarter of 2016 and \$5,000.00 in 2017; and

WHEREAS, this Council finds that renewing the Agreement with PEC Group of New York for security services at City Hall and 123 Grand Street;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a Renewal Agreement with PEC Group of New York, in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.

FAX

TO: K. Mack

FROM: PEC Group of NY Inc.

DATE: 08/29/16

Per your request I have sent you the new service agreement. Kindly sign and return the original agreement to our office.

Thank you.

Nick Chahales

A handwritten signature in black ink, appearing to read 'Nick Chahales', written in a cursive style.



PEC GROUP OF NY, INC.

"Protecting Your State, Securing America"

SERVICES AGREEMENT

AGREEMENT, made this 1st day of July , 2016, between **City of Newburgh**. Herein after referred to as the "**CITY**" with offices located at 83 Broadway – 4th Floor, Newburgh, NY 12550 and **PEC Group of NY, Inc.** with offices located at 935 South Lake Blvd. Suite 7, Mahopac, NY 10451 herein referred to as "**PEC Group.**"

WITNESSETH:

WHEREAS, the City of Newburgh desires to have PEC Group furnish Unarmed Security Officer Services as the City has awarded to PEC Group in Bid #10.13 to protect the premises and facilities owned and/or operated by the City.

NOW, THEREFORE, the parties do mutually agree as follows:

1. PEC Group shall comply with all state and local rules, regulations, and requirements having jurisdiction over the services performed by PEC Group.
2. PEC Group shall keep in full force, in its name, during the term of this Agreement adequate insurance with regard to workers compensation, Public Liability, and Blanket Fidelity Bond Insurance and furnish evidence that such insurance is in full force and effect.
3. PEC Group agrees that the City shall have the right to reject in writing, for any reason whatsoever, any guard assigned by PEC Group. PEC Group shall thereafter provide a satisfactory replacement, not to exceed two business days' work cycles in so providing..
4. The parties acknowledge that PEC Group incurs significant monetary cost to recruit, screen, and train its employees. Therefore, CITY agrees that it will not employ directly any person employed by PEC Group within (6) six months following the last day on which PEC Group employed such person. As liquidated damages for each breach of this provision the CITY agrees to pay to the sum of (i) three times the average monthly billing charged by PEC Group for each Security Officer; and (ii) for all employees not assigned as security officer three times their monthly salary immediately prior to the employees separation from PEC Group: All together with interest at 1.5 percent per month commencing on the date of the breach of this provision and all attorney's fees, costs and disbursements incurred by PEC Group in enforcing this provision.
5. It is mutually agreed that the services performed by PEC Group shall be The following:

Unarmed Security Guard will be posted at the main entrance desk reception area for the purposes of security between the hours of 8:30am until 4:30p.m and 9:00am until 5:00 pm, Monday through Friday. All visitors shall be instructed by guard to sign in and out of the facility. Daily log entry in log book will be done by security guards. All incidents will be reported to management.

Category Of Service:	Hours Per Week	Regular Bill Rate	Overtime Bill Rate	Holiday Bill Rate	Sales Tax
Security Guard	80	\$21.95	\$32.92	\$32.92	\$ 0

Start Date: _____ July 1, 2016 _____

All client-requested temporary additional coverage with less than 24 hours notice beyond the contracted weekly hours as set forth herein and holidays as listed shall be billed at the Holiday/Overtime hourly rate as stated herein.

New Year's Day • Independence Day • Thanksgiving Day • Veterans Day • Memorial Day • Labor Day • Christmas Day

Any equipment requested by CITY for the performance of service not specified herein shall be billed separately. All requested additional coverage with less than 24 hours' notice beyond the contracted hours as set forth in Paragraph 5 will be billed at a rate of time and one half the regular bill rates.

- Hourly rates are subject to adjustment for any change in any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement, requiring any increase in work hours, wages, and benefits, taxes, working conditions or other costs incurred by PEC Group in performance of this Agreement.

PEC Group shall provide Unarmed Security Officers as stated in Paragraph 5, at the following location(s):

City Hall
83 Broadway
Newburgh, NY 12550

Municipal Bldg
123 Grand Street
Newburgh, NY 12550

Any deviation from the number of hours and/or locations as set forth in this document must be agreed to, in writing, by both parties and annexed to this agreement and may be subject to a billing rate adjustment with seven (7) days notice.

7. PEC Group will invoice the CITY for services rendered weekly. The CITY will make payment to PEC Group within thirty (30) days of receipt of invoice. Any dispute or claim regarding the amount of an invoice or the underlying services rendered must be received by PEC Group in writing from the CITY within ten (10) days from the invoice date setting forth the nature of the dispute and including all supporting documentation, or such claim or dispute shall for all purposes be deemed waived by the CITY. Invoices not paid within thirty (30) days of receipt of approved invoice shall be charged interest at a rate of 1.5% per month. In the event of a judgment of non-payment, CITY shall be responsible for any and all attorney's fees and costs of collection incurred by PEC Group.

8. The parties agree that PEC Group does not represent and cannot warrant that the services will prevent or minimize the likelihood of loss. Unless contracted separately in writing, PEC Group' responsibility is solely limited to providing physical security services and has not been engaged as a consultant or otherwise to provide an assessment of security needs to the site(s) covered. PEC Group services shall not give rise to or confer any rights on any third party and CITY agrees to indemnify, defend and hold harmless PEC Group against any claims by third parties.

It is understood and agreed that in no event will PEC Group be liable to CITY or any other party for indirect, consequential or special damages or lost profits resulting from the services provided hereunder. It is further understood and agreed that if PEC Group should be found liable for any loss or damage hereunder, for any reason whatsoever, liability shall be limited to the actual value of the loss or an amount equal to that billed and collected by PEC Group from CITY during the twelve months immediately preceding the loss, whichever is less. In the event that the CITY wishes PEC Group to assume greater liability, CITY may obtain from PEC Group a higher limit by paying an additional amount to PEC Group and a rider shall be attached hereto setting of the terms, conditions, and amounts of the additional limited liability and additional annual charge therefore. This additional obligation shall in no way be deemed to modify the terms set forth in the first paragraph of this section.

9. PEC Group agrees to maintain, for a period of three (3) years, records of all direct labor and CITY shall be permitted to examine and audit said records at all reasonable times for a period of thirty (30) days following the date the underlying services were rendered.

10. Notwithstanding anything to the contrary, PEC Group may terminate or suspend services at any time upon forty eight (48) hours prior written notice to the CITY due to the CITY failure to pay any monies due hereunder, or if at any time during this Agreement there shall be filed by or against CITY in any court, pursuant to any statute, a petition in Bankruptcy, insolvency, reorganization, or the appointment of a receiver to receive all or a portion of the CITY's property. For purposes of this paragraph, time is of the essence.

11. PEC Group is an Equal Opportunity Employer and does not discriminate on the basis of race, color, creed, sex, age, disability, marital status or national origin and complies with all pertinent laws, Executive Orders and regulations.

12. CITY shall provide PEC Group at no charge all material and information and include personnel in any training necessary for full compliance with applicable Federal and State "Right to Know" laws and regulations. In the event PEC Group employees may be exposed to any hazards on the CITY's premises including, but not limited to, blood and airborne pathogens, the CITY will be solely responsible for the necessary training, testing, inoculations, follow-up medical visits and the provision of protective equipment and/or materials to PEC Group employees.

13. This Agreement represents the entire understanding of the parties and supersedes any and all prior Agreement, oral or written, between PEC Group and CITY. No other agreement or representation, written or oral, shall be binding upon PEC Group. Any alteration, modification or amendment of this Agreement must be in writing containing the signature of an authorized representative of the party to be charged. The parties agree that there are no third party beneficiaries to this Agreement.

14. This Agreement shall commence on the first day that services are rendered by PEC Group to the CITY. Agreement shall remain in effect for a period of twelve (12) months. This Agreement shall continue until terminated by either party with or without cause upon thirty (30) days written notice, or same will renew itself on like terms or as amended through mutually agreed terms at the end of each term.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of today,

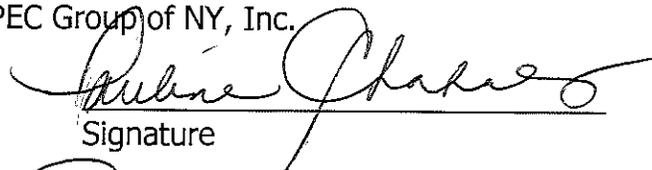
FOR CITY:
City of Newburgh

Signature

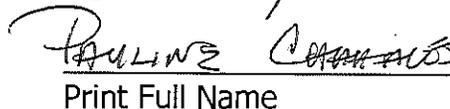
Print Full Name

Title

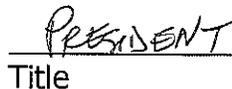
FOR PEC Group:
PEC Group of NY, Inc.



Signature



Print Full Name



Title

RESOLUTION NO.: 226 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE
POLICE SERVICES IN CONNECTION WITH THE
COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN
THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS**

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

WHEREAS, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of 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 enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2016-2017 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS ____ DAY OF _____, 2016 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter “the Board of Education”) and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as “the City”).

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter “CRO”), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2016 through August 31, 2017 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.
3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief’s judgment and discretion, taking into consideration other criteria, the officer’s training, qualifications,

experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.
10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:

- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
- (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
- (c) The CRO shall be capable of conducting in depth criminal investigations;
- (d) The CRO shall possess an even temperament and set a good example for students;
- (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

- (a) Consult with and coordinate activities as requested by a school's principal.
- (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
- (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to

promote awareness of law enforcement functions;

- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings

within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from

or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2016 – June 30, 2017 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2017.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

Michael G. Ciaravino
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:

Document Title: _____

Approved as to Form:

MICHELLE KELSON
Corporation Counsel
Per Res. No. _____

DATE

KATHRYN MACK
City Comptroller
Per Res. No. _____

DATE

RESOLUTION NO.: 227 -2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO CHANGE THE POSITION OF ACCOUNTANT TO JUNIOR ACCOUNTANT
IN THE OFFICE OF THE CITY COMPTROLLER**

WHEREAS, the City Comptroller has recommended changing the Accountant position to a Junior Accountant position; and

WHEREAS, the City Council has determined that changing the Accountant position to a Junior Accountant position in the Office of the City Comptroller will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the changing the Accountant position to a Junior Accountant position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to changing the Accountant position to a Junior Accountant position.

RESOLUTION NO.: ²²⁸ _____ - 2016

OF

SEPTEMBER 12, 2016

**RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO PROVIDE FOR AN ADJUSTMENT TO OFFSET UNANTICIPATED
EXPENSES THAT WERE INCURRED AND SUBSEQUENTLY REIMBURSED**

BE IT RESOLVED, by the City Council of the City of Newburgh, New York that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby adjusted as follows:

	<u>Increase</u>
Expense: F.8330.0448 Other Services	\$2,872.62
Revenue: F.0000.2680 Insurance Recovery	\$2,872.62

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR TEMPORARY USE OF CITY PROPERTY AND RIGHT-OF-WAYS TO FACILITATE UPGRADES TO THE NEW YORK CITY WATER SYSTEM CONNECTION AND THE CONSTRUCTION OF A GRANULAR ACTIVATED CARBON WATER TREATMENT SYSTEM TO REMOVE PFOS FROM WATER PRODUCED FROM WASHINGTON LAKE

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level and resulted in a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct ("NYC Water System") as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council authorized the City Manager to enter into Contract C010219 with the New York State Department of Environmental Conservation for reimbursement for the actual cost of water purchased from the NYC Water System; and

WHEREAS, certain upgrades to the City's connection to the NYC Water System are needed to ensure the continued use of such water as an alternate source; and

WHEREAS, the NYC Water System intends to undertake maintenance activities on its infrastructure in the vicinity of the City, making water from the system unavailable to the City commencing in late 2017; and

WHEREAS, prior to the time NYC Water System water is unavailable, in order to protect the health of City water consumers, construction and clearance for use of a granular activated carbon ("GAC") water treatment system to remove PFOS from water produced from Washington Lake must be completed; and

WHEREAS, to complete these improvements to the City's water supply system, the City's properties will be entered upon and occupied by the Department of Environmental Conservation, its agents, employees, representatives, or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law and particularly for the purpose of conducting remedial activities with a scope of work generally includes site preparation, including but not limited to removal of rock and concrete, construction of an above-ground water storage tank, construction of a new GAC water treatment system, and construction of a direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station; and

WHEREAS, the City Council of the City of Newburgh has determined that entering into a Temporary Use and Occupancy Agreement with the Department of Environmental Conservation for access to City-owned property for the purpose of performing work in connection with upgrades to the City's connection to the NYC Water System and the construction of a granular activated carbon water treatment system to remove PFOS from water produced from Washington Lake is in the best interest 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 a Temporary Use and Occupancy Agreement with the Department of Environmental Conservation for access to City-owned property for the purpose of performing work in connection with upgrades to the City's connection to the NYC Water System and the construction of a granular activated carbon water treatment system to remove PFOS from water produced from Washington Lake.

New York State Department of Environmental Conservation

**AGREEMENT for TEMPORARY USE of CITY PROPERTIES AND RIGHT-OF-WAYS
PURSUANT TO ENVIRONMENTAL CONSERVATION LAW SECTIONS 27-1309 AND
27-1313(8) AND OTHER ECL SECTIONS**

This Agreement is between the CITY OF NEWBURGH, a municipal corporation formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as may be imposed or conferred upon it by law, whose offices are located at 83 Broadway, Newburgh, New York 12550 hereinafter referred to as "CITY," and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the DEPARTMENT," pursuant to the above-cited law,

WITNESSETH:

WHEREAS, the DEPARTMENT has and continues to investigate and respond to the presence of perfluorooctane sulfonic acid ("PFOS"), a hazardous substance being discharged from Stewart Air national Guard Base ("Stewart ANG"), in the waters of Lake Washington, a public drinking water resource for the CITY.

WHEREAS, the DEPARTMENT has facilitated the CITY's temporary use of water from the New York City Water Supply System ("NYC Water System") pursuant to Contract C010219 with an effective date of September 6, 2016.

WHEREAS, certain upgrades to the CITY's connection to the NYC Water System are needed to ensure the continued use of such water as an alternate source.

WHEREAS, the NYC Water System intends to undertake maintenance activities on its infrastructure in the vicinity of the CITY, making water from the system unavailable to the CITY commencing in late 2017.

WHEREAS, the DEPARTMENT and the CITY concur that, prior to the time NYC Water System water is unavailable, in order to protect the health of CITY water consumers, construction and clearance for use of a granular activated carbon ("GAC") water treatment system to remove PFOS from water produced from Lake Washington must be completed.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT registered the Stewart ANG, located at the Stewart Airport, as a class 2 inactive hazardous waste site, Site No. 336089.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT also identified other property at Stewart Airport as a potential hazardous waste disposal site, Site No. 336088.

WHEREAS, The CITY has been advised by the DEPARTMENT that the DEPARTMENT is preparing to undertake interim remedial measures involving a number of facilities and equipment on CITY properties to supplement the City's existing water treatment system to address PFOS contamination impacting the CITY's drinking water supply, and based on the information provided to the CITY, the CITY fully supports these measures, recognizes the need to expeditiously carry out the measures, and will make good faith efforts to assist the

DEPARTMENT with achieving the project schedule.

WHEREAS, the CITY's properties will be entered upon and occupied by the DEPARTMENT, its agents, employees, representatives, or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law Sections 27-1309(3)-(4) and 27-1313(8), and particularly for the purpose of conducting remedial activities. The scope of work generally includes site preparation, including but not limited to removal of rock and concrete, construction of an above-ground water storage tank, construction of a new GAC water treatment system, and construction of a direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station; and

WHEREAS, the DEPARTMENT recognizes that the CITY's existing water treatment system must continue to operate to provide drinking water during and after the construction activities contemplated by this agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. This Agreement is to facilitate the entry of the DEPARTMENT and its agents, employees, representatives, and contractors onto the CITY's properties identified as tax map parcels numbered 4-1-35 and 97-3-17, as shown in the figures attached as Figure 1 and Figure 2, to conduct activities authorized by the ECL. This Agreement does not convey any interest in the subject properties to the State of New York.
2. The mitigation measures are to include an above ground water storage tank a piped direct connection from the NYCDEP Catskill Aqueduct to the Brown's Pond raw water pumping station, and a new granular activated carbon water treatment system to be designed to address PFOS at the plant's rated capacity of 8.85 MGD. All designs for the water plant shall be in conformance with "Ten States Standards". The CITY will be provided draft design/procurement documents, periodic status reports, and invites to pre-bid/pre-construction/progress meetings with the right to review and comment on all such plans prior to contract award, including a site safety plan. The CITY acknowledges that comments resulting in changes may need to be incorporated by addendum or change order. The CITY shall provide written comments to the Department within five (5) business days of receiving drafts. No award will be made prior to the approval of the plans by the NYS Department of Health and the Orange County Department of Health and the CITY Engineer. Prior to the installation of the GAC system, the CITY and DEPARTMENT will agree regarding the mechanism for funding by parties other than the CITY of the costs of replacement filtration media, other related operating and maintenance expenses and other additional costs related to the PFOS mitigation. The DEPARTMENT will let contracts in accordance with its own procurement and contracting requirements and will not be acting as agent of the CITY.
3. The DEPARTMENT will secure a NYC DEP Land Use Permit for the direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station.
4. Staging of materials and equipment will be coordinated with the CITY.
5. The CITY will permit entry on and use of the properties by the DEPARTMENT, its

agents, employees, representatives, and contractors until **December 31, 2018**. Such right of entry includes the right to the use of CITY's properties and right-of-ways to:

- operate a work area;
- remove therefrom any material generated from the DEPARTMENT's work activities;
- perform site restoration activities;
- collect water samples;
- carry on any activity necessary for the completion of the work together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work; and
- enforce the provisions of the construction contracts including applicable warranties.

6. The DEPARTMENT covenants that all work performed hereunder will be done in substantive conformance, as applicable, with Chapter 122 of the Code of the City of Newburgh at no cost or expense to the CITY. Neither the DEPARTMENT nor its agents, employees, representatives and contractors will interfere with the continued operation of the CITY's water treatment plant. CITY Water staff will be notified (7) seven days in advance of any plant shutdowns required to complete connections. Plant shutdown times shall be coordinated with an approved by the CITY Water Superintendent and CITY Engineer. Plant shutdowns shall be minimized to the maximum extent practicable. Any requirements regarding fees are waived by both parties to this Agreement. Contractors, excluding the Department's commodity contractor for the GAC system, will be required to post performance, labor and material payment bonds holding the DEPARTMENT harmless from and against any and all liens of contractors, subcontractors and suppliers, and will be required to provide a dual obligee rider naming the CITY as additional obligee.

7. Prior to the termination of this agreement, the DEPARTMENT or its contractors, at its cost and expense, will complete the work in accordance with final design(s).

8. The DEPARTMENT agrees that all contracts with any consultant or contractor, will require such party to hold the CITY harmless from and against any and all claims for injury to person or property to the extent such claims result from any negligent act or omission of such party, its employees, agents and subcontractors, in connection with the work undertaken pursuant to the activities described in Paragraph 5 of this Agreement, except to the extent caused by CITY's own negligence or willful misconduct.

9. The DEPARTMENT agrees to require that all of its consultants, and contractors, shall

have and maintain for the activities conducted at these properties its or their sole cost and expense, the following policies of insurance procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (c) Commercial General Liability Insurance with combined single limits of not less than \$3,000,000.00 per occurrence for bodily injury and property damage naming the CITY as additional insured. The DEPARTMENT's consultants, contractors and agents shall not enter the work sites or commence any portion of the work on the work sites prior to delivery to CITY of an insurance certificate or certificates evidencing the foregoing insurance.

The DEPARTMENT will cooperate with the CITY in pursuing with the insurer any claim that may arise.

10. The CITY will waive any CITY permits but will provide the DEPARTMENT, as part of the CITY's comments on draft design/procurement documents, with information regarding any substantive requirements of CITY permits. The DEPARTMENT and/or the DEPARTMENT's consultant shall ensure substantive compliance with all erosion control requirements, stormwater management, site inspections and site restoration activities resulting from the planned construction.

11. Neither party may assign its obligations under this agreement.

This AGREEMENT shall inure to the benefit of and bind the parties and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated opposite each signature.

CITY OF NEWBURGH

Dated: _____

By: _____
Michael G. Ciaravino, City Manager

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

Dated: _____

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Robert W. Schick, P.E.
Director, Division of Environmental
Remediation

Figure 1

Figure 2

New York State Department of Environmental Conservation

**AGREEMENT for TEMPORARY USE of CITY PROPERTIES AND RIGHT-OF-WAYS
PURSUANT TO ENVIRONMENTAL CONSERVATION LAW SECTIONS 27-1309 AND
27-1313(8) AND OTHER ECL SECTIONS**

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WITNESSETH:

WHEREAS, the DEPARTMENT has and continues to investigate and respond to the presence of perfluorooctane sulfonic acid ("PFOS"), a hazardous substance being discharged from Stewart Air national Guard Base ("Stewart ANG"), in the waters of Lake Washington, a public drinking water resource for the CITY.

WHEREAS, the DEPARTMENT has facilitated the CITY's temporary use of water from the New York City Water Supply System ("NYC Water System") pursuant to Contract C010219 with a ~~term~~ effective date of June 1 September 6, 2016 through October 31, 2017.

WHEREAS, certain upgrades to the CITY's connection to the NYC Water System are needed to ensure the continued use of such water as an alternate source.

WHEREAS, the NYC Water System intends to undertake maintenance activities on its infrastructure in the vicinity of the CITY, making water from the system unavailable to the CITY commencing in late 2017.

WHEREAS, the DEPARTMENT and the CITY concur that, prior to the time NYC Water System water is unavailable, in order to protect the health of CITY water consumers, construction and clearance for use of a granular activated carbon ("GAC") water treatment system to remove PFOS from water produced from Lake Washington must be completed.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT registered the Stewart ANG, located at the Stewart Airport, as a class 2 inactive hazardous waste site, Site No. 336089.

WHEREAS, pursuant to Article 27 of the Environmental Conservation Law, the DEPARTMENT also identified other property at Stewart Airport as a potential hazardous waste disposal site, Site No. 336088.

WHEREAS, The CITY has been advised by the DEPARTMENT that the DEPARTMENT is preparing to undertake interim remedial measures involving a number of facilities and equipment on CITY properties to supplement the City's existing water treatment system to address PFOS contamination impacting the CITY's drinking water supply, and based on the information provided to the CITY, the CITY fully supports these measures, recognizes the need to expeditiously carry out the measures, and will make good faith efforts to assist the

DEPARTMENT with achieving the project schedule.

WHEREAS, the CITY's properties will be entered upon and occupied by the DEPARTMENT, its agents, employees, representatives, or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law Sections 27-1309(3)-(4) and 27-1313(8), and particularly for the purpose of conducting remedial activities. The scope of work generally includes site preparation, including but not limited to removal of rock and concrete, construction of an above-ground water storage tank, construction of a new GAC water treatment system, and construction of a direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station; and

WHEREAS, the DEPARTMENT recognizes that the CITY's existing water treatment system must continue to operate to provide drinking water during and after the construction activities contemplated by this agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. This Agreement is to facilitate the entry of the DEPARTMENT and its agents, employees, representatives, and contractors onto the CITY's properties identified as tax map parcels numbered 4-1-35 and 97-3-17, as shown in the figures attached as Figure 1 and Figure 2, to conduct activities authorized by the ECL. This Agreement does not convey any interest in the subject properties to the State of New York.

2. The mitigation measures are to include an above ground water storage tank a piped direct connection from the NYCDEP Catskill Aqueduct to the Brown's Pond raw water pumping station, and a new granular activated carbon water treatment system to be designed to address PFOS at the plant's rated capacity of 8.85 MGD. All designs for the water plant shall be in conformance with "Ten States Standards"

The CITY will be provided draft design/procurement documents, periodic status reports, and invites to pre-bid/pre-construction/progress meetings with the right to review and comment on all such plans prior to contract award, including a site safety plan. The CITY acknowledges that comments resulting in changes may need to be incorporated by addendum or change order. The CITY shall provide written comments to the Department within five (5) business days of receiving drafts. No award will be made prior to the approval of the plans by the NYS Department of Health and the Orange County Department of Health and the CITY Engineer. Prior to the installation of the GAC system, the CITY and DEPARTMENT will agree regarding the mechanism for funding by parties other than the CITY of the costs of replacement filtration media, other related operating and maintenance expenses and other additional costs related to the PFOS mitigation. The DEPARTMENT will let contracts in accordance with its own procurement and contracting requirements and will not be acting as agent of the CITY.

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3. The DEPARTMENT will secure a NYC DEP Land Use Permit for the direct pipe connection from the NYC Water System to the Brown's Pond Raw Water Pumping Station.

4. Staging of materials and equipment will be coordinated with the CITY.

5. The CITY will permit entry on and use of the properties by the DEPARTMENT, its agents, employees, representatives, and contractors until December 31, 2018. Such right of entry includes the right to the use of CITY's properties and right-of-ways to:

- operate a work area;
- remove therefrom any material generated from the DEPARTMENT's work activities;
- perform site restoration activities;
- collect water samples;
- carry on any activity necessary for the completion of the work together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work; and
- enforce the provisions of the construction contracts including applicable warranties.

6. The DEPARTMENT covenants that all work performed hereunder will be done in substantive conformance, as applicable, with Chapter 122 of the Code of the City of Newburgh at no cost or expense to the CITY. Neither the DEPARTMENT nor its agents, employees, representatives and contractors will interfere with the continued operation of the City's CITY's water treatment plant. CityCITY Water staff will be notified (7) seven days in advance of any plant shutdowns required to complete connections. Plant shutdown times shall be coordinated with an approved by the CityCITY Water Superintendent and CityCITY Engineer. Plant shutdowns shall be minimized to the maximum extent practicable. Any requirements regarding fees are waived by both parties to this Agreement. Contractors, excluding the Department's commodity contractor for the GAC system, will be required to post performance, labor and material payment bonds holding the DEPARTMENT harmless from and against any and all liens of contractors, subcontractors and suppliers, and will be required to provide a dual obligee rider naming the CITY as additional obligee.

7. Prior to the termination of this agreement, the DEPARTMENT or its contractors, at its cost and expense, will complete the work in accordance with final design(s).

8. The DEPARTMENT agrees that all contracts with any consultant or contractor, will require such party to hold the CITY harmless from and against any and all claims for injury to person or property to the extent such claims result from any negligent act or omission of such party, its employees, agents and subcontractors, in connection with the work undertaken pursuant to the activities described in Paragraph 5 of this Agreement, except to the extent caused by CITY's own negligence or willful misconduct.

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9. The DEPARTMENT agrees to require that all of its consultants, and contractors, shall have and maintain for the activities conducted at these properties its or their sole cost and expense, the following policies of insurance procured from insurance companies authorized to do business in New York: (a) Workers Compensation Insurance and Employer Liability Insurance providing statutory benefits and limits; (b) Motor Vehicle Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage; and (c) Commercial General Liability Insurance with combined single limits of not less than \$3,000,000.00 per occurrence for bodily injury and property damage naming the CITY as additional insured. The DEPARTMENT's consultants, contractors and agents shall not enter the work sites or commence any portion of the work on the work sites prior to delivery to CITY of an insurance certificate or certificates evidencing the foregoing insurance. _

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The DEPARTMENT will cooperate with the CITY in pursuing with the insurer any claim that may arise.

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10. The CITY will waive any CITY permits but will provide the DEPARTMENT, as part of the CITY's comments on draft design/procurement documents, with information regarding any substantive requirements of CITY permits. The DEPARTMENT and/or the DEPARTMENT's consultant shall ensure substantive compliance with all erosion control requirements, stormwater management, site inspections and site restoration activities resulting from the planned construction.

11. Neither party may assign its obligations under this agreement.

This AGREEMENT shall inure to the benefit of and bind the parties and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated opposite each signature.

CITY OF NEWBURGH

Dated: _____

By: _____
Michael G. Ciaravino, City Manager

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 2016, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual taking
acknowledgment

Dated: _____

**NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

By:

Robert W. Schick, P.E.
Director, Division of Environmental
Remediation

RESOLUTION NO.: 230 **-2016**

OF

SEPTEMBER 12, 2016

**A RESOLUTION AMENDING RESOLUTION NO. 52-2016 OF MARCH 14, 2016
TO CHANGE A TITLE IN THE 2016 PERSONNEL ANALYSIS BOOK
FROM WATER MAINTENANCE MECHANIC TO
ASSISTANT WATER MAINTENANCE MECHANIC
IN THE WATER DEPARTMENT – DISTRIBUTION**

WHEREAS, the Department of Public Works has recommended deleting the Automotive Mechanic Position funded by the Water Fund and assigned to the DPW Garage and creating a new Water Maintenance Mechanic position in the Water Department assigned to Distribution; and

WHEREAS, by Resolution No. 52-2016 of March 14, 2016, the City Council amended the Personnel Analysis Book for 2016 to delete the Automotive Mechanic position in the Department of Public Works – Garage to create one Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 with funding to be derived from the Water Fund; and

WHEREAS, the Water Department is recommending that the new Water Maintenance Mechanic position in the Water Department -- Distribution be changed to an Assistant Water Maintenance Mechanic for the economy and efficiency of the Water Department; and

WHEREAS, changing the Water Maintenance Mechanic position to an Assistant Water Maintenance Mechanic requires the amendment of Resolution No. 52-2016 of March 14, 2016 and the City of Newburgh Adopted Personnel Analysis Book for 2016 with funding for the Assistant Water Maintenance Mechanic position to be derived from the Water Fund and this Council finds that such amendment 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 Resolution No. 52-2016 of March 14, 2016 and the Personnel Analysis Book for 2016 be and is hereby amended to change the Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 to Assistant Water Maintenance Mechanic at Grade 10, Step 1 with funding to be derived from the Water Fund.

RESOLUTION NO.: 52 -2016

OF

MARCH 14, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO DELETE THE AUTOMOTIVE MECHANIC POSITION
IN THE DEPARTMENT OF PUBLIC WORKS – GARAGE AND
TO CREATE A NEW WATER MAINTENANCE MECHANIC POSITION
IN THE WATER DEPARTMENT – DISTRIBUTION**

WHEREAS, the Department of Public Works has recommended deleting the Automotive Mechanic Position funded by the Water Fund and assigned to the DPW Garage and creating a new Water Maintenance Mechanic position in the Water Department assigned to Distribution; and

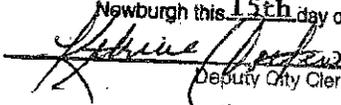
WHEREAS, the City Council has determined that deleting the Automotive Mechanic position in the Department of Public Works and adding a Water Maintenance Mechanic position in the Water Department will promote economy and efficiency within the Water Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, deleting of the Automotive Mechanic position and adding the Water Maintenance Mechanic position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for the Water Maintenance Mechanic position will be derived from the Water Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to delete the Automotive Mechanic position in the Department of Public Works – Garage to create one Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 with funding to be derived from the Water Fund.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 3/14/16 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15th day of March 2016


Deputy City Clerk

RESOLUTION NO.: 231-2016

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO BLUESTONE DEVELOPERS, INC.
TO THE PREMISES KNOWN AS 1 LIBERTY STREET
(SECTION 45, BLOCK 5, LOT 18)

WHEREAS, on January 23, 2013, the City of Newburgh conveyed property located at 1 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 18, to Bluestone Developers, Inc.; and

WHEREAS, the City of Newburgh received a request for a release of the restrictive covenants contained in said deed from the attorney of a bonafide purchaser; and

WHEREAS, the appropriate departments have recommended that such release be granted; and

WHEREAS, the Corporation Counsel will hold the release in escrow until such time as a closing of title on 1 Liberty Street takes place; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release of restrictive covenants contained in the aforementioned deed in substantially the same form as annexed hereto and made a part of this resolution.

RESOLUTION NO.: 232-2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO PATRICK COUSINS
TO THE PREMISES KNOWN AS 63 GROVE STREET
(SECTION 26, BLOCK 6, LOT 7.1)**

WHEREAS, on July 26, 2016, the City of Newburgh conveyed property located at 63 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 6, Lot 7.1, to Patrick Cousins; and

WHEREAS, Mr. Cousins has requested a release of the restrictive covenants contained in said deed; and

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

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

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

RESOLUTION NO.: 233 -2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO ADD TWO TEMPORARY INTERN POSITIONS IN THE
DEPARTMENT OF PLANNING AND DEVELOPMENT**

WHEREAS, the Department of Planning and Development proposes to add two temporary interns beginning September 16, 2016 and continuing through September 30 2017 for the purpose of supporting the activities of the Community Development Block Grant Program, the Department of Planning and Development and Certified Local Government grant to update the East End Historic District inventory; and

WHEREAS, adding the two temporary intern positions in the Department of Planning and Development for the remainder of 2016 requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016; and

WHEREAS, the intern positions will be considered in-kind services to the Certified Local Government Grant with the remaining funding be derived from the CDBG budget; and

WHEREAS, the City Council has determined that adding the two temporary intern positions in the Department of Planning and Development 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 Personnel Analysis Book for 2016 be and is hereby amended to add two temporary intern positions within the Department of Planning and Development supporting the activities of the Community Development Block Grant Program, the Department of Planning and Development and Certified Local Government grant to update the East End Historic District inventory with funding to be derived from the CDBG budget.

RESOLUTION NO.: 234 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION APPOINTING MEMBERS
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT ADVISORY
COMMITTEE**

WHEREAS, the City of Newburgh is awarded Community Development Block Grant (“CDBG”) funds by the Department of Housing and Urban Development (“HUD”) to support community development projects; and

WHEREAS, HUD encourages citizen participation in planning and assessment of community needs and the City will appoint a committee to give guidance and advice with respect to community assessment and community development projects; and

WHEREAS, pursuant to Resolution No. 278-2010 of December 13, 2010 the membership of the CDBG Advisory Committee shall consist of the following nine (9) members who will serve two year staggered terms:

- Four (4) members, at least two (2) of whom represent the low income community, on the basis of their knowledge and interest in housing, homeless needs, disability rights, youth services, seniors and social services.
- Three (3) professional practitioners on the basis of their expertise in the areas of housing, homeless needs, disability rights, youth services, seniors and social services.
- One (1) Member of the City Council.
- One (1) City employee who is a staff member of the Department of Planning and Development.

WHEREAS, it is necessary to appoint members to such CDBG Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as members to the CDBG Advisory Committee, effective immediately, to serve the terms indicated as follows:

1. Community Member for a term commencing September 15, 2016 and ending December 31, 2017
 - a. Roxy Royal
 - b. Tammie Hollins
 - c. Barbara Smith
2. Community Member for a term commencing September 15, 2016 and ending December 31, 2017
 - a. Valerie Jenkins - Community Member

3. Professional Practitioner for a term commencing September 15, 2016 and ending December 31, 2017
 - a. Lisa Silverstone - Professional Practitioner
4. Community Member for a term commencing September 15, 2016 and ending December 31, 2018
 - a. Leslie Hoffman
 - b. Regina Cieslak
5. City Council Member for a term commencing September 15, 2016 and ending December 31, 2017
 - a. Judy Kennedy - City Mayor
6. City Employee who is a staff member of the Department of Planning and Development for a term commencing September 15, 2016 and ending December 31, 2018
 - a. Ellen Fillo – Director of Community Development

RESOLUTION NO.: 235 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 316 FIRST STREET (SECTION 22, BLOCK 6, LOT 39) AT PRIVATE
SALE TO
JOSE A. PALOMINO FOR THE AMOUNT OF \$1,000.00**

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 316 First Street, being more accurately described as Section 22, Block 6, Lot 39 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 December 12, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
316 First Street	22 - 6 - 39	Jose A. Palomino	\$1,000.00

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

316 First Street, City of Newburgh (22-6-39)

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 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. 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.
7. 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.
8. 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 December 12, 2016. *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.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. 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.
11. 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.**
12. 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.
13. 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.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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.: 236 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 224 CITY TERRACE (SECTION 17, BLOCK 8, LOT 25) AT PRIVATE
SALE TO
ISRAEL GONZALEZ MEJIA AND ACELA GARCIA MEJIA
FOR THE AMOUNT OF \$1,300.00**

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 224 City Terrace, being more accurately described as Section 17, Block 8, Lot 25 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 December 12, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
224 City Terrace	17 - 8 - 25	Israel Gonzalez Mejia Acela Garcia Mejia	\$1,300.00

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

224 City Terrace, City of Newburgh (17-8-25)

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 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. 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.
7. 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.
8. 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 December 12, 2016. *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.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. 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.
11. 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.**
12. 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.
13. 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.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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.: 237 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO YVETTE O'NEAL
FOR PREMISES LOCATED AT 46 CARPENTER AVENUE
(SECTION 29, BLOCK 3, LOT 34)**

WHEREAS, the City of Newburgh issued a mortgage to Yvette O'Neal in the principal sum of \$15,000.00 for premises located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34), dated August 30, 2010, and recorded in the Orange County Clerk's Office on March 30, 2011, in Liber 13156 at Page 1303; and

WHEREAS, the terms of the mortgage instruments have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Yvette O'Neal for premises located at 46 Carpenter Avenue (Section 29, Block 3, Lot 34).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of August 30, 2010, made by Yvette O’Neal to the City of Newburgh, given to secure payment of the principal sum of \$15,000.00, and duly recorded in the office of the Orange County Clerk’s Office on Orange County Clerk’s Office on March 30, 2011, in Liber 13156 at Page 1303;

which mortgage has not been further assigned of record.

Dated: September _____, 2016

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the _____ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:
Yvette O’Neal
46 Carpenter Avenue
Newburgh, NY 12550

RESOLUTION NO.: 238 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A RELEASE IN CONNECTION WITH A PROMISSORY NOTE AND
NOTE MODIFICATION GIVEN BY MARY LEWIS
TO THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY**

WHEREAS, Mary Lewis, Maker and Promisor, gave a Promissory Note to the Newburgh Community Development Agency in the principal sum of \$10,000.00 dated August 4, 2008, and thereafter gave a Promissory Note Modification in the principal sum of \$20,000.00 dated November 17, 2008; and

WHEREAS, the terms of the Promissory Note and Promissory Note Modification Instruments have been satisfied by the Maker and the issuance of a Release, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, the City of Newburgh, as the successor-in-interest to the Newburgh Community Development Agency, is the holder of the Promissory Note and Promissory Note Modification Instruments; and

WHEREAS, this Council has determined that executing said Release is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Release in connection with a Promissory Note and Promissory Note Modification given by Mary Lewis to the Newburgh Community Development Agency.

RELEASE OF INSTRUMENT

To Mary Lewis:

For and in consideration of the sum of One Dollar and other valuable considerations, the receipt of which are hereby acknowledged, the undersigned, being the holder of the following described negotiable instrument:

Promissory Note Modification Agreement, dated November 17, 2008, and
Promissory Note dated August 4, 2008

does hereby release and discharge MARY LEWIS from any and all further liability upon the said instrument.

Dated: September _____, 2016

CITY OF NEWBURGH, as Holder and
Successor-in-Interest to the Newburgh
Community Development Agency

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2016

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

On the _____ day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO. 239 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AMENDING RESOLUTION NO. 26-2014 OF FEBRUARY 10, 2014
TO ACCEPT AS AWARDED A NEW YORK STATE
OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION
CERTIFIED LOCAL GOVERNMENT (CLG) PROGRAM GRANT TO UPDATE
THE EAST END HISTORIC DISTRICT INVENTORY IN THE AMOUNT OF
\$25,000.00 AND EXTENDING THE GRANT TERM THROUGH SEPTEMBER 30,
2017**

WHEREAS, by Resolution 26-2014 of February 10, 2014 the City Council authorized the Interim City Manager to apply for and accept if awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program grant in an amount of \$20,000.00 to update the East End Historic District; execute the agreement with New York State Office of Parks, Recreation and Historic Preservation; and provide a City match in the amount of \$5,800.00 through in-kind services; and

WHEREAS, the City of Newburgh received a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Grant Award in the amount of \$25,000.00 with a match of in-kind professional services of staff time; and

WHEREAS, the City of Newburgh requested an extension of the grant term through September 30, 2017 to continue the program; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to accept the funding and grant said extension;

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 as awarded a New York State Office of Parks, Recreation & Historic Preservation Certified Local Government Program Grant Award in an amount of \$25,000.00 to update the East End Historic District Inventory with a match of in-kind professional services of staff time and extend the grant term through September 30, 2017; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 26 -2014

OF

FEBRUARY 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT IN AN AMOUNT OF \$20,000.00 FROM THE NEW YORK STATE OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION CERTIFIED LOCAL GOVERNMENT GRANT (CLG) PROGRAM TO UPDATE THE EAST END HISTORIC DISTRICT INVENTORY REQUIRING A CITY MATCH OF \$5,800.00 TO BE PROVIDED THROUGH IN-KIND SERVICES

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (SHPO) is authorized by the Secretary of the Interior to offer grants to local governments who participate in the national historic preservation program and have been designated Certified Local Governments (CLG's); and

WHEREAS, the existing City of Newburgh's East End Historic District was listed on the National Register of Historic Places in 1985 and the City of Newburgh has been designated as a Certified Local Government; and

WHEREAS, current planning and development initiatives such as the Brownfields Opportunity Area (BOA) Program, Newburgh Community Land Bank, a mixed-use proposal for a key Broadway block, and the Broadway Corridor Project, together with new lead abatement legislation, and private campus expansion initiatives by St. Luke's Hospital, Mount Saint Mary College, and SUNY Orange, all concentrated in the East End Historic District, dramatically increase the demand for accurate information about the East End Historic District's 2,500 properties; and

WHEREAS, the City of Newburgh wishes to apply for a grant to update the City's East End Historic District inventory, which provides a key decision-making tool to the boards and planning entities; and

WHEREAS, the City is requesting \$20,000.00 in said grant application, to be matched with \$5,800.00 with in-kind staff hours and services (approximately 29%);

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant in an amount of \$20,000.00 from the New York

State Office of Parks, Recreation & Historic Preservation Certified Local Government Grant Program to update the East End Historic District, and if awarded, execute the agreement with New York State Office of Parks, Recreation and Historic Preservation and provide a City match in the amount of \$5,800.00 through in-kind services.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia-6

ADOPTED



CITY OF NEWBURGH

Department of Planning & Development

83 Broadway, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

September 22, 2015

Ms. Lorraine Weiss
Historic Preservation Planner
NYS Division for Historic Preservation
Lorraine.weiss@parks.ny.gov

Dear Ms. Weiss;

Further to our discussions, we are writing to request an extension to the CLG Grant for Newburgh, NY. The update of Newburgh's East End Historic District began in earnest this summer – months after the original proposed start. Within a few weeks though, over 300 structures were inventoried and entered into the new Cultural Resource Information System (CRIS).

The original proposal anticipated a simpler interface with the CRIS data entry system: data possibly could be uploaded directly from an Excel spreadsheet into CRIS. But the data entry and editing process proved to be more time-consuming than expected.

Since Newburgh's historic district had not been inventoried in 35 years, the update was viewed as an opportunity that may not be available for another 35 years. Submission of reliable, detailed information – not just the basics – was our goal. But we realized that since Newburgh has one of the largest historic districts in New York State (with nearly 2400 parcels), it would be impossible to meet our original deadline of September 30, 2015. An extension would be necessary to continue the work we had begun.

In consultation with the Walter Sedovic (our chosen architectural historian for this survey update), we also realized how the overall philosophical approach to historic districts has changed since Newburgh's original 1980 nomination. Mr. Sedovic emphasized that a building's 'contributing' or 'non-contributing' status needs to be anchored to the overall narrative of the historic district. This not only strengthens the original nomination but also supports the City's continuing effort to preserve the district.

Any narrative of Newburgh **must** include its significance as a strategic transportation hub and later as a regional industrial force. Broadway (formerly Western Avenue) and the waterfront district have played key roles in Newburgh's development. Therefore, the East End Historic District's original boundaries may need to be expanded to include buildings that are contribute to Newburgh's story: namely, structures lining the entire Broadway corridor, the buildings along its river front and other structures contribute to its history.

Therefore, we request one of the following two extension options be granted. Obviously, we have a strong preference for the longer extension. We offer the shorter extension **only** because we know most government agencies are under funding and/or timing constraints.

12 Month Time Extension

- Building survey to be completed. September 2015- January 2016.
 - Reorganization of all photos and survey data taken to date, including photos taken from **September 1, 2012 to October 1 2013**. Brought into a format compatible with CRIS.
 - Review of ARC approvals since September 1, 2012 to find changes since that survey date.
 - Compare existing property data, addresses, and tax information to 1980 survey to find gaps, errors, and required updating. Especially the following:
 - Different building now on the site
 - Properties not listed in 1980 survey
 - Changes to lots and tax IDs (subdivision/ consolidations)
 - Major aesthetic changes (Siding, porches, etc)
 - Incorrect information
 - Photographic survey of properties not updated since September 1, 2012 and required updates to the 1980 survey.
 - Survey Broadway
 - Survey Waterfront
 - ARC Approvals
 - Changes/ Errors from 1980 nomination
- Review of survey information by Walter Sedovic staff. February 2016.
- Resurvey of the Historic District by Walter Sedovic staff. March 2016, 3 days.
- Evaluation of nomination narrative and potential editing based on review of surveys. March- May 2016.
- Revaluation of district boundary. March- May 2016.
- Possible resurvey of boundary areas to account for changes to narrative. May 2016.
- Report from Walter Sedovic detailing changes to the nomination, changes to the boundary, and revaluation of contributing structure. June 2016
- Entry of all property information into CRIS by data entry person. Full description updates, photos, year built, and notes relating to the contributing/non-contributing nature will be included, including the descriptions provided in the nomination/re-nomination documents. Summer 2016.
- Preparation of NRHP revision or re-nomination information, and resubmission to the Keeper, in consultation with SHPO by a qualified intern. Summer 2016.

Alternative 6 Month Time Extension

- Building survey to be completed. September 2015- December 2016.
 - Reorganization of all photos and survey data taken to date, including photos taken from September 1, 2012 to October 1 2013. Brought into format compatible with CRIS.
 - Review of ARC approvals since September 1, 2012 to find changes since that survey date.
 - Compare existing property data, addresses, and tax information to 1980 survey to find gaps, errors, and required updating. Especially the following:
 - Different building now on the site
 - Properties not listed in 1980 survey
 - Changes to lots and tax IDs (subdivision/ consolidations)

- Major aesthetic changes (Siding, porches, etc.)
- Incorrect information
- Photographic survey of properties not updated since September 1, 2012 and required updates to the 1980 survey.
 - Survey Broadway
 - Survey Waterfront
 - ARC Approvals
 - Changes/ Errors from 1980 nomination
- Update of basic CRIS data, including year built, photo, address, using 1980 nomination descriptions by data entry person. October 2015- January 2016.
- Review of survey information by Walter Sedovic staff. Properties will be evaluated using a 4 tier system based on the existing nomination, only addressing critical nomination or boundary updates. January-February 2016.
- Resurvey of top tier properties by Walter Sedovic staff. February 2016, 1-2 days.
- Report from Walter Sedovic outlining a future process to determine changes to the nomination, changes to the boundary, and revaluation of contributing structures. February-March 2016.
- Updates to CRIS for Top Tier properties, including new description updates, photos, year built, and notes relating to the contributing nature. March 2016.

We look forward to discussing this extension request with you and thank you for your time and consideration.

Sincerely,

Deirdre Glenn
Director of Planning & Development

Cc: Mayor Judith Kennedy
Alexandra Church, City Planner
David Kohl, Economic Development Specialist
Michael Ciaravino, City Manager



NEW YORK STATE
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

Please see if you
can locate the caches
in Judy's email or
the gateway of
Dan McInerney
at SHPO

ROSE HARVEY
Commissioner

ANDREW M. CUOMO
Governor

July 25, 2016

Honorable Judy Kennedy
Mayor, City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Certified Local Government Grant Program

Dear Mayor Kennedy:

I am very pleased to advise you that the City of Newburgh will be awarded \$25,000 to support the CLG's work on Updating the National Register East End Historic District Inventory. This will be a very useful project to support historic preservation efforts in your community.

This year, the contract for your CLG subgrant will be processed online through the NYS Grants Gateway (grantsreform.ny.gov). Contract development, signing and approvals will take place within the Grants Gateway, which will be the official repository of all necessary documents. In order to begin the contracting process, your municipality must be registered in the Grants Gateway with a Grantee, Grantee Contract Signatory or Grantee System Administrator account. The process will run most smoothly if Deirdre Glenn or Bridganne Flynn, the contact persons named in your application, have an assigned role in the Grants Gateway or has easy access to those who have roles. Assistance is available at the Grants Gateway Help Desk: 1-800-820-1890.

While the terms of your particular contract will be developed through the Grants Gateway, the following requirements apply to all 2016 CLG grants: The project must be under contract with SHPO by the end of this federal fiscal year (September 30, 2016) and completed by the end of the next federal fiscal year (September 30, 2017); grant extensions cannot be arranged. Interim reports on project accomplishments and expenditures will be due November 1, 2016, May 1, 2017, and July 1, 2017. This is a reimbursement grant, requiring that expenditures be carefully documented according to the instructions in Attachment A-2, section II. F of the master contract. We can only reimburse expenditures for services rendered and products delivered within the funding period (October 1, 2015 to September 30, 2017). Within 60 days after completing the project, and no later than November 1, 2017, you must submit a payment request and final report, including a summary of your expenditures. You must maintain records of grant expenditures in your files for at least six years following completion of the project, and make them available for audit on request.

State Historic Preservation Office

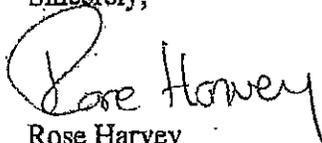
Page 2

If, at any time, you feel that you cannot meet the terms of the contract, or that changes are needed in the project budget and work plan, please inform grants administrator Daniel McEneny or the CLG staff member assigned to your region at once. The historic preservation project funded by this grant must be approved by the state historic preservation office. We expect you to work closely with the Division for Historic Preservation staff to make sure that all project products meet state and federal standards.

As a recipient of federal funds, you are required to comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and to notify the public of their rights under these laws, as set forth in Attachment A-2 of the Master Contract.

Congratulations on your award. We share your enthusiasm for the project and look forward to working closely with you.

Sincerely,

A handwritten signature in cursive script that reads "Rose Harvey". The signature is written in dark ink and is positioned above the printed name and title.

Rose Harvey
Commissioner

cc: Deirdre Glenn, Director of Planning and Development
Bridgidanne Flynn, ARC Chair

GRANT APPLICATION

Legal Name of Municipal Corporation:	City of Newburgh
Type of Municipal Corporation:	<input type="checkbox"/> Town <input checked="" type="checkbox"/> City <input type="checkbox"/> Village
In which county are you based?	Orange
Population (2010 US Census estimate):	28,866
Total number of one-to-four family residential properties:	4648
If known, number of "zombie" and/or vacant properties:	316/ 875
How does your municipality track these numbers, if provided?	Vacant Building Registry. "Zombie" cross check with other than owner paying taxes
Sources and dates of above property information:	6/29/2016; 7/1/2016
Municipal Corporation's 2016 annual budget:	\$43,547,275 (general fund)
Requested Grant Amount:	\$149,262.98

	Primary Contact	Secondary Contact
Name:	Alexandra Church	Helen Reilly
Title:	City Planner	Grants Administrator
Agency/Office:	Planning & Development	Comptroller
Address:	83 Broadway	83 Broadway
City, ZIP:	Newburgh, 12550	Newburgh, 12550
Phone Number:	845-569-7388	845-569-7321
Cell phone #:		
Email Address:	achurch@cityofnewburgh-ny.gov	hreilly@cityofnewburgh-ny.gov

<p>Summary of Proposed Activities (200 word maximum - can be in bullet point form):</p> <ul style="list-style-type: none"> • The City of Newburgh plans to hire two full-time Code Compliance Officers. • Codes Compliance Officer 1: Vacant Property Specialist, will focus on the management of the City's existing Vacant Property registry and focus on severely distressed property code enforcement, including but not limited to Zombie properties. • Codes Compliance Officer 2: Distressed-Occupied Property Specialist, will focus on foreclosure prevention, tenant advocacy and communication regarding code violations, and referrals to other existing social service and not-for-profit organizations. They will also be a key manager of the Rental Property registry. • Both will Increasing municipal enforcement capacity, work on updating and maintaining the City's distressed property database, and working with and reporting back to the vacant property task force.

1. Extent of Zombie/Abandoned Property Problem and Neighborhoods Most Affected

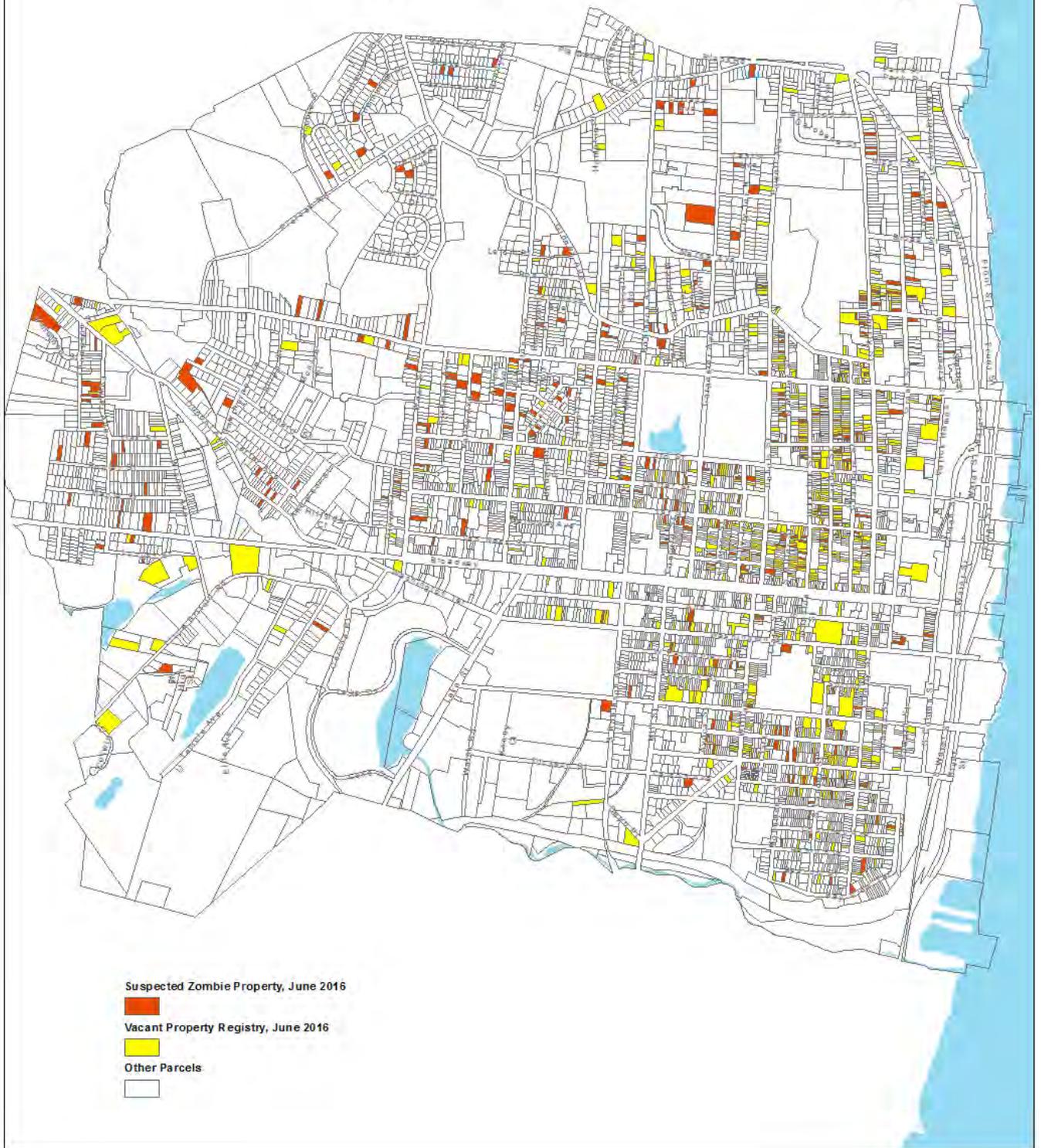
The City of Newburgh was hit hard by the mortgage and financial crisis, leaving in its wake almost 20% of the structures in the City vacant. Although this number changes daily, there are generally between 800-900 vacant properties in the City. The City of Newburgh has a policy to take all properties “in rem” for failure to pay all taxes for one full year, therefore properties that are fully abandoned are generally returned to the City relatively quickly. Properties in the targeted redevelopment area of the Newburgh Community Land Bank are transferred directly to the Land bank for holding. The Land Bank’s targeted area is generally the neighborhood most effected by distressed properties, including vacant property.

Vacant structures in Newburgh fall into several different categories, but generally there are City and Land Bank owned properties; properties whose owners paid very little for a property and are waiting out the market; owners who paid over-inflated prices for properties and must wait out the market to recoup some costs; owners stock-piling properties for a larger development plan; and then unknown ownership issues, title issues, etc. Properties with unknown ownership issues, title issues, etc. are generally considered Zombie properties. Many of these properties are suspected to be somewhere in the foreclosure process. Newburgh tracks these properties by cross checking vacant properties with tax collection lists where a bank or servicing company continues to pay the taxes. This number, 316, is an estimate that requires individual verification, however it gives us the most accurate broad-stroked accounting we can get. An estimated 282 of these properties are single, two-family, or three-family properties.

Newburgh has a vacant property registration law, which requires the posting of a \$10,000 bond per property to be used for maintenance and stabilization, if necessary, of said property. Enforcement of this law is only successful when the owner of record is found, and therefore Zombie properties, which often have very visible maintenance issues, require a dedicated staff researcher to track down someone willing to register the property in their name, and post the bond. The accounting of Zombie properties in Newburgh generally requires individual code enforcement action and research because of the length of time spent tracking down someone to respond.

Zombie properties, unlike vacant properties in general, are extremely well spread through the City. Because of this reason, targeted neighborhood programs, such as through the Land Bank or Habitat for Humanity, have had less success targeting these properties.

Vacant Properties and Zombie Properties City of Newburgh, NY



1. Program/Project Proposal

The City of Newburgh has been focused on distressed properties for the last five years, following the completion of a report from Pace Land Use Law School which outlined the steps necessary to combat blight City-wide. This program called for the creation of a land bank [Newburgh Community Land Bank est. 2012]; streamlining of the land use application process [new zoning and policies effective September 2015]; and an increase in code enforcement. Working towards the latter, a distressed property task force meets quarterly to set city-wide priorities, the entire city staff meets weekly to set weekly priorities, and code enforcement staff meets daily to target work towards those weekly priorities.

The City of Newburgh has a code compliance office (Codes) as part of the Building Department. Currently staff is responsible for enforcement of all New York State building code, local property ordinances, and the issuance of new Building Permits including inspections, along with all zoning and site plan review and enforcement. They also manage the Rental Property Registry list (which currently includes annual inspections on all rental units in the City), and the Vacant Property Registry. The department is supplemented by the Fire Department which has provided code enforcement training to all of its staff in order to issue violations during emergency building entries, and to spend non-emergency hours maintain city-wide lists of exterior code violations.

Codes is also the chief “evidence” collection agency, for code violations which are referred to Corporation Council to take to court. To properly prosecute and hold accountable those who add to the blight of Newburgh, it is critical to grow the capacity of this department. Many violations are issued, but without adequate staff to regularly follow up (daily in some instances), the burden of proof cannot always be met when the violation is sent to court. An adequately staffed Codes department will allow the closure rate for violations to increase, and hopefully lead to an increase in income from violations. This will ultimately financially justify the need for a larger department.

In the Spring of 2016, the City began to look at innovative ways to restructure the Building Department, to make sure that each facet of this department was adequately addressing blight reduction and redevelopment in the City. As part of this restructuring, the City is looking to add two new Code Enforcement officers who have a specific focus and specialized training.

Like with many departments City-wide, the collapse of the housing market in 2007-08 also had an effect of greatly reducing tax assessments and tax-income, causing lay-offs and lack of hiring following voluntary resignations. Therefore Codes currently has only three full-time Code Enforcement officers and a Code Enforcement Supervisor. One of the officers is dedicated to Plumbing inspections and enforcement and therefore only three full-time officers manage 6,961 properties including issuing violations and permits. This is supplemented by up to 4 part-time officers paid for from our CDBG program. However the City has found that training and

retention of part-time officers is not cost effective, and hopes to use this grant to prove the efficacy of transitioning those positions to full-time employment. In civil-service, the lack of staff member is exacerbated by the loss of job descriptions, and therefore rehires must correspond with proof of more need. It is hoped that this program can prove the need for two additional full-time officers in the long-term.

The two full-time officers would be targeted to fill two very distinct needs in the City: Vacant Properties and Distressed-Occupied Properties. Vacant properties require careful and regular reporting and documentation, and are best managed by a small and dedicated team. Distressed-occupied properties require a strong knowledge of not only code compliance, but also social services and available resources in order to protect the most vulnerable population.

The City developed a Vacant Property registry in 2014. The maintenance of that list needs to fall on a single person or small group, who spend most of their time researching and documenting the Vacant properties in the City. That person needs to be in the Codes department and pro-active maintenance is often the first victim of overburdened departments. It is expected that one of the new full-time Code Enforcement officers would be solely responsible for maintenance of that list. This would include, but is not limited to; adding new properties as they are known to become vacant; removing properties from the list that have been redeveloped; targeting enforcement to vacant properties that cause extraordinary blight to their neighbors especially through daily documentation of violations; communications with police efforts and Planning efforts in areas that are targeted by those department projects; and research and tracking down of absent property owners.

The City often is called in to situations where residents are living in properties with severe code violations, that warrant condemnation. The City maintains a rental property registration program, however, again, not having a dedicated employee makes long term-tracking difficult. The City is also a pass through for the County's lead testing program, where children who test positive for severe lead poisoning have all of their past homes tested for environmental lead contamination. A lead condemnation placard is placed on the property if lead is found. Additionally, the City, as the receiver of taxes, often knows when a person is in financial trouble early in a foreclosure process. Unfortunately, the City currently has historically lacked communication with not-for-profit, foreclosure prevention agencies operating in the City, especially Legal Services of the Hudson Valley and RDAC (Orange County Rural Development Advisory Corporation). Both are willing to train all City Staff on how to best direct potential consumers in need. They are interested in having a dedicated code compliance officer who is well trained in managing code violations of occupied properties, including those owner-occupied properties whose owners are facing foreclosure and eviction. This officer would manage, among other projects, notification and information for tenants in condemned properties; maintenance of Orange County lead registry and assurance that these properties

remain unoccupied until remediated; facilitation with social service agencies when relocation is necessary; and act as a point person for referrals for foreclosure prevention

In conjunction, the City of Newburgh has a policy to prioritize the sale of City-owned single family homes to owner-occupants, in order to better equalize Newburgh's home-owner to renter ration (the ratio is now skewed 30% home-owner/ 70% rental). This includes programs to sell properties taken in-rem to current tenants if possible. This program is assisted by Habitat for Humanity, the Newburgh Community Land Bank, and Pathstone. By creating a pathway for existing City residents to receive homeownership training, the City can not only work to decrease blight and increase tax revenue, but can work to maximize the benefit to existing City residents and their families.

2. Capacity to Implement Program/Project

The proposed increase of staffing would fall within existing departments in the City of Newburgh. Most administrative task relating to the implementation of these new positions is already fully in place. The Officers would be integral parts of the Distressed Property Task Force, weekly Distressed Property staff meetings, and report to the Code Compliance Supervisor on a daily basis to carry out their portions of the project.

Training and support for the Distressed-Occupied Properties Officer will be provided by RDAC.

Grant reimbursement and facilitation will be undertaken by the City's Grants Coordinator, as part of the City Comptroller's office.

3. Other Municipal Resources to be Allocated to Program/Project

The City will provide transportation (vehicles) to the employees, and will provide all administrative staff through existing staff members, including payroll services, secretarial support, and "front-window" staff. The "front-window" staff will be specially trained to handle the additional programs relating to foreclosure prevention and tenant outreach. The City will also work to provide additional support to Corporation Counsel's Office to better prosecute violations that are referred to court. The program can also analyze the effectiveness and cost-benefit of hiring special outside-council to prosecute code violation cases.

Through the Newburgh Community Land Bank, the City is also looking to add two Ameri-Corp workers. They will be trained to do follow-up and reporting on code violations based on a Community Code Enforcement model.

4. How Grant Funds Would Be Used/Budget

The grant funds will be used to hire two full-time Code Compliance Officers. This cost includes salary; fringe/ benefits/ and taxes; annual required NY State code compliance training (24 hours per officer); and necessary software and equipment, including tablets for field work, IPS software licenses for reporting, data plans, and computers.

The following breakdown of hours by program category is expected:

Codes Compliance Officer 1: Vacant Property Specialist

- 75% Increasing municipal enforcement capacity
- 10% Updating and maintaining property database and/or map
- 10% Vacant property task force
- 5% Researching innovative local policy

Codes Compliance Officer 2: Distressed-Occupied Property Specialist

- 50% Homeowner/ Tenant retention/outreach
- 30% Increasing municipal enforcement capacity
- 10% Updating and maintaining property database and/or map
- 10% Vacant property task force

Please see the attached budget form for financial details.

5. Expected Outcomes - not to exceed 500 words.

The City intends to use the grant monies for hiring two additional, full-time Code Enforcement officers, to specifically target the most distressed properties in the City. Their role will focus on tracking down owners and/or responsible parties, and building court cases against delinquent property owners, to financially compel them to redevelop their properties or find another avenue to reduce its burden on neighboring properties. The twelve month time period will allow the City to evaluate the efficacy of the large increase in full-time staff. It allows the City to “catch-up” on a backlog of property management issues, especially relating to the roll-out of the Vacant Property registry and follow up on violations for severely distressed properties.

The City will develop a roadmap and plan, in conjunction with outside partners, to properly manage occupied distressed properties, including connecting the owners and tenants with appropriate social services to help them successfully stay in their communities.

The City expects to track a series of metrics accomplished by the increased Code Enforcement team. It is expected that having two officers who are able to concentrate on our most troublesome properties, especially Zombie properties. The City will be able to issue more successful exterior/ building maintenance code violations therefore either increasing the income stream needed to support those Officers long-term, or hopefully, provide the financial incentive to property owners to fix their properties, reducing the long-term need for increased code enforcement. The metrics will include regular accounting, through our existing IPS software

package, of violations issued, dates and times of follow up activities, and eventually success of cases taken to court. IPS also allows us to track the fines collected as a monetary metric that also provides an opportunity to retain these officers after the 12-month period is up.

“Zombie” and Vacant Properties Remediation and Prevention Initiative
Narrative Question 5: Proposed Use of Grant Funds

Instructions:

In the tables for (1) "Expenses by Function," please provide proposed expenses in each applicable expense function for the total grant amount requested. In the table for (2) "Expenses by Program Category," please break down your proposed expenses by program category. The "Total Expenses" in (1) and (2) should equal each other.

1. EXPENSES BY FUNCTION

A. Operations Expenses

Salaries	\$ 83,216.00
Fringe	\$ 55,966.98
Travel	\$ -
Office Overhead	\$ -
Other (please specify):	\$ -

B. Program Expenses

Community outreach & meetings	\$ -
Staff training & conferences	\$ 2,400.00
Software, hardware & tech support	\$ 7,680.00
Research	\$ -
Consultants	\$ -
Other (please specify):	\$ -
TOTAL EXPENSES	\$ 149,262.98

2. EXPENSES BY PROGRAM CATEGORY

i. Updating and maintaining property database and/or map	\$ 18,078.30
ii. Increasing municipal enforcement capacity	\$ 78,991.06
iii. Researching innovative local policy	\$ 3,479.57
iv. Developing sustainable strategies	\$ -
v. Mortgage modifications/deeds in lieu	\$ -
vi. Vacant property task force	\$ 13,918.30
vii. Homeowner/ Tenant retention/outreach	\$ 34,795.75
viii. Other (please specify):	\$ -
TOTAL EXPENSES	\$ 149,262.98

RESOLUTION NO.: 241 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE AWARD OF A
BID AND THE EXECUTION OF A CONTRACT WITH
WILLIAM J. KELLER & SONS CONSTRUCTION CORP. IN THE AMOUNT OF
\$564,300.00 TO CONSTRUCT PHASE 1 OF THE SKATEBOARD PARK
IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the construction of a Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, two (2) bids were received and opened; and

WHEREAS, based on a review of the bids, it is recommended that the City award said contract to William J. Keller & Sons Construction Corp. in the amount of \$564,300.00; and

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

WHEREAS, funding for the Project will be derived from CDBG and CDBG Program Income subject to permission the U.S. Department of Housing and Urban Development to draw down said funds;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of Phase 1 of a Skateboard Park located in the Delano-Hitch Recreation Park, be and it is hereby awarded to William J. Keller & Sons Construction Corp. at a cost of \$564,300.00; and

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

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

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Newburgh Skatepark Project - Bid #12.15

BID OPENING: Friday, November 20, 2015 at 11:00 a.m.

Bid Opening: Began at 11:02 a.m. and closed at 11:13 a.m.

Present: Sr. Account Clerk Anna Marie Calli; City Comptroller John J. Aber; Jason C. Morris, City Engineer;
Administrative Assistant Elizabeth D. Garrison; City Planner Ali Church; Director of Planning & Development Deirdre Glenn

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original & One Copy	City Form	Acknowledgment of Addendum #1	Total Base Bid	Add Alt. #1	Unsuitable Material Disposal (500 cu. yds.) price per cu. yds.:	Suitable Fill price per cu. yds.:	Non-Collusion Bidding Affidavit	Form of Security	Bidder's Qualifications	Worker's Compensation Affidavit	Apprenticeship Certification (if ≥ \$250,000)	Section 3 Plan (if ≥ \$200,000)	Iranian Divestment Act
1	VMJR Companies	11/20 @ 10:45 am	√	Original only	√	√	\$743,200.00	\$19,000.00	\$35.00	\$45.00	√	Bond on City Form	√	√	√	√	√
2	Wm. J. Keller & Sons Construction Corporation	11/20 @ 10:14 am	√	Original only	√	√	\$548,300.00	\$16,000.00	\$30.25	\$39.20	Not fully executed	Bond on City Form	√	√	√	√	√

Bid Tabulation
EDG

RESOLUTION NO.: 242 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, Auctions International, Inc. is an experienced and proven online government surplus sales service provider which sells items to anyone on the public site; and

WHEREAS, Auctions International, Inc. only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

RESOLUTION NO.: 243 -2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION APPOINTING CHARLES “CHUCK” THOMAS AS CHAIRMAN
AND MARCEL BARRICK AS A MEMBER
OF THE CONSERVATION ADVISORY COUNCIL**

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added Chapter 159 of the City Code of Ordinances entitled “Conservation Advisory Council”; and

WHEREAS, Section 159-4(C) provides for the City Council to appoint a chairman of the Conservation Advisory Council; and

WHEREAS, the Conservation Advisory Council has recommended that the City Council appoint Charles “Chuck” Thomas as the Chairman to replace Richard Harper who resigned as Chairman and Member; and

WHEREAS, Marcel Barrick has submitted a letter of interest to serve as a Member of the Conservation Advisory Council and to complete term of Mr. Harper which expires on November 30, 2017;

WHEREAS, the City Council finds that appointing Charles “Chuck” Thomas as the Chairman of the Conservation Advisory Council and appointing Marcel Barrick as a Member of the Conservation Advisory Council 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 Charles “Chuck” Thomas be and he hereby is appointed as Chairman of the Conservation Advisory Council; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Marcel Barrick be and is hereby appointed to the Conservation Advisory Council to complete the term of Mr. Harper which term expires on November 30, 2017; and

BE IT FURTHER RESOLVED, that these appointments shall take effect immediately.

RESOLUTION NO.: 244 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH OPPOSING
THE ESTABLISHMENT OF ANCHORAGE GROUNDS IN THE HUDSON RIVER BY
THE UNITED STATES COAST GUARD**

WHEREAS, in June 2016, the U.S. Coast Guard announced that it was soliciting comments and concerns from the public on a proposal to establish a large number of anchorage grounds for commercial vessels in the Hudson River that commercial tankers would use as rest stops; and

WHEREAS, research shows that the habitats of some fish have been affected by previous anchorage sites. Vessels containing volatile crude oil and petroleum products pose a serious risk. An anchored boat containing these hazardous materials could catch fire or spill toxic oil in the river. The health of communities that use the Hudson River for drinking water will be threatened. The sites would also take a toll on the scenic beauty of our region; at least three locations would block the view from popular tourist attractions. Moreover, many in our community are concerned about the impact of constant noise, light and smoke from anchored boats, as many of the proposed sites are nearby homes and businesses; and

WHEREAS, the said proposal would create health, safety environmental and economic problems for Hudson River communities including the City of Newburgh;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby states its firm and unequivocal opposition to the proposed anchorages and urges the U.S. Coast Guard to conduct public meetings and include this document as a statement of our position; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh request further information be provided including, but not limited, to the following: a) whether, in considering adoption proposed rules permitting new anchorage grounds, the Coast Guard will comply with the National Environmental Protection Act ("NEPA"); b) on average, the number of ships per year that would use such anchorage positions; c) on average, the length of time a ship will be anchored; d) a list of the potential impacts associated with noise from the ships; e) the potential economic impact on tourism in the City of Newburgh from locating such anchorage points directly opposite the City's busy waterfront commercial district; f) whether the proposed anchorage points are consistent with the City of Newburgh's Local Waterfront Revitalization Plan; g) details as to the height, length and width of the ships that would be expected to anchor in our area; and h) the types of materials that ships would be hauling that potentially would be anchored in our area; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, Assembly Member Frank Skartados, N.Y. Senator William Larkin, N.Y. State DEC Commissioner Basil Seggos, and U.S. Coast Guard Waterways Management Branch Craig Lapiedjko.



Anchorage Grounds, Hudson River; Yonkers, NY to Kingston, NY

This Proposed Rule document was issued by the **Coast Guard (USCG)**

For related information, [Open Docket Folder](#)

[Comment Now!](#)

Due Sep 7 2016, at 11:59 PM ET

Action

Advance notice of proposed rulemaking.

Summary

The Coast Guard is considering establishing new anchorage grounds in the Hudson River from Yonkers, NY, to Kingston, NY. We are considering this action after receiving requests suggesting that anchorage grounds may improve navigation safety along an extended portion of the Hudson River, which currently has no anchorage grounds, allowing for a safer and more efficient flow of vessel traffic. The Coast Guard is seeking comments and information about the operational need for new anchorage grounds and what form possible regulations should take.

Dates

Comments and related material must be received by the Coast Guard on or before September 7, 2016.

Requests for public meetings must be received by the Coast Guard on or before June 30, 2016.

Addresses

You may submit comments identified by docket number USCG-2016-0132 using the Federal eRulemaking Portal at <http://www.regulations.gov>. See the "Public Participation and Request for Comments" portion of the SUPPLEMENTARY INFORMATION section for further instructions on submitting comments.

For Further Information Contact

If you have questions on this document, call or email Mr. Craig Lapiejko, Waterways Management Branch at Coast Guard First

ID: USCG-2016-0132-0001

View original printed format:

Document Information

Date Posted:

Jun 9, 2016

RIN:

Not Assigned

CFR:

33 CFR Part 110

Federal Register Number:

2016-13701

[Show More Details](#)

Comments

1,946

Comments Received *

I oppose adding more commercial anchorages in the Hudson River upstream of Yonkers, NY. There are plenty of docking and anchorage areas closer to the NY harbor...

[View Comment](#)

To Whom It May Concern, I can not believe after all the work that has been done to make the Hudson River

District, telephone 617-223-8351, email craig.d.lapiejko@uscg.mil.

Supplementary Information

Table of Acronyms

ANPRM Advance notice of proposed rulemaking

DHS Department of Homeland Security

FR Federal Register

NAD 83 North American Datum of 1983

A. Public Participation and Request for Comments

We view public participation as essential to effective rulemaking, and will consider all comments and material received during the comment period. Your comments can help shape the outcome of this possible rulemaking. If you submit a comment, please include the docket number for this rulemaking, indicate the specific section of this document to which each comment applies, and provide a reason for each suggestion or recommendation.

We encourage you to submit comments through the Federal eRulemaking Portal at <http://www.regulations.gov>. If your material cannot be submitted using <http://www.regulations.gov>, contact the person in the FOR FURTHER INFORMATION CONTACT section of this document for alternate instructions.

We accept anonymous comments. All comments received will be posted without change to <http://www.regulations.gov> and will include any personal information you have provided. For more about privacy and the docket, you may review a Privacy Act notice regarding the Federal Docket Management System in the March 24, 2005, issue of the Federal Register (70 FR 15086).

Documents mentioned in this ANPRM as being available in the docket, and all public comments, will be in our online docket at <http://www.regulations.gov> and can be viewed by following that Web site's instructions. Additionally, if you go to the online docket and sign up for email alerts, you will be notified when comments are posted and if we publish rulemaking documents related to this ANPRM.

B. Regulatory History and Information

Under title 33 Code of Federal Regulation (CFR) 109.05, U.S. Coast Guard District Commanders are delegated the authority to establish anchorage grounds by the Commandant of the U.S. Coast Guard. The Coast Guard establishes Anchorage Grounds under the authority in Section 7 of the act of March 4, 1915, as amended (38 Stat. 1053; 33 U.S.C. 471), and places these regulations in title 33 CFR part 110, subpart B. Hudson River Anchorage Ground regulations were last amended by

cleaner that this proposal would even be considered...

[View Comment](#)

Craig Lapiejko Waterways Management Branch Coast Guard First District 408 Atlantic Avenue Boston, MA 02110 Re: U.S. Coast Guard Advanced Notice of Public...

[View Comment](#)

Docket Information

This document is contained in
[USCG-2016-0132](#)

Related Dockets:

None

Related RINs:

None

Related Documents:

None

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rules published on March 31, 2016, January 15, 2015, and on July 20, 1999; these are 81 FR 18494, 80 FR 2011, and 64 FR 38828, respectively. The Coast Guard is now considering a proposed rulemaking to establish new anchorage grounds in the Hudson River.

C. Basis and Purpose

The legal basis and authorities for this ANPRM are found in 33 U.S.C. 471, 1221 through 1236, and 2071, as well as 33 CFR 1.05-1 and Department of Homeland Security Delegation No. 0170.1, which collectively authorize the Coast Guard to propose, establish, and define regulatory anchorages. The Coast Guard is considering establishing new anchorage grounds.

The Coast Guard received requests from the Maritime Association of the Port of NY/NJ Tug and Barge Committee, the Hudson River Port Pilot's Association, and the American Waterways Operators to consider establishing new anchorage grounds on the Hudson River. The purpose of this ANPRM is to solicit comments on potential proposed rulemakings to increase the available anchorage grounds on the Hudson River in areas which currently have no anchorages.

D. Discussion of Possible Proposed Rule

The Coast Guard is considering proposing to establish new anchorage grounds on the Hudson River. The anticipated users of the proposed anchorage grounds are commercial vessels and their attending tug, tow, or pushboats.

The approximate depths of the proposed anchorage grounds range from 21 feet to 65 feet, which would accommodate a variety of vessel types and configurations, and would not interfere with the areas where vessels have historically transited the Hudson River. Preliminary details describing these contemplated anchorage grounds are provided below using coordinates based on North American Datum of 1983 (NAD 83). Illustrations showing the locations of these anchorage grounds are available in the docket.

Contemplated Kingston Flats South Anchorage Ground

We are considering proposing that a Kingston Flats South Anchorage Ground would cover approximately 279 acres for up to three vessels with a draft of less than 22 feet for long term usage. It would provide a vessel swing radius of approximately 1,300 feet for one vessel and of approximately 1,800 feet for two vessels. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-56.79' N., 073-57.24' W.; thence to 41-56.78' N., 073-56.85' W.; thence to 41-55.81' N., 073-56.95' W.; thence to 41-55.81' N., 073-57.42' W.; thence to the point of origin (NAD 83).

Contemplated Port Ewen Anchorage Ground

We are considering proposing that a Port Ewen Anchorage Ground would cover approximately 47 acres for one vessel with a draft of less than 30 feet for short term usage. It would provide a vessel swing radius of approximately 1,200 feet. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-54.85' N., 073-57.85' W.; thence to 41-54.79' N., 073-57.59' W.; thence to 41-54.58' N., 073-57.64' W.; thence to 41-54.57' N., 073-57.95' W.; thence to the point of origin (NAD 83).

Contemplated Big Rock Point Anchorage Ground

We are considering proposing that a Big Rock Point Anchorage Ground would cover approximately 208 acres for up to four vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-54.25' N., 073-58.04' W.; thence to 41-54.31' N., 073-57.76' W.; thence to 41-53.79' N., 073-57.55' W.; thence to 41-53.40' N., 073-57.25' W.; thence to 41-53.21' N., 073-57.45' W.; thence to 41-53.68' N., 073-57.80' W.; thence to the point of origin (NAD 83).

Contemplated Roseton Anchorage Ground

We are considering proposing that a Roseton Anchorage Ground would cover approximately 305 acres for up to three vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,700 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-33.46' N., 073-58.71' W.; thence to 41-33.41' N., 073-58.27' W.; thence to 41-32.92' N., 073-58.77' W.; thence to 41-32.41' N., 073-59.21' W.; thence to 41-32.65' N., 073-59.47' W.; thence to 41-33.12' N., 073-59.11' W.; thence to the point of origin (NAD 83).

Contemplated Milton Anchorage Ground

We are considering proposing that a Milton Anchorage Ground would cover approximately 74 acres for up to two vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-38.56' N., 073-57.02' W.; thence to 41-38.64' N., 073-56.72' W.; thence to 41-38.12' N., 073-56.79' W.; thence to 41-37.93' N., 073-56.88' W.; thence to 41-38.19' N., 073-57.05' W.; thence to the point of origin (NAD 83).

Contemplated Marlboro Anchorage Ground

We are considering proposing that a Marlboro Anchorage Ground would cover approximately 154 acres for up to three vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,800 feet for each vessel. The contemplated anchorage ground

would encompass waters within lines connecting the following points: 41-36.68' N., 073-57.12' W.; thence to 41-38.82' N., 073-57.76' W.; thence to 41-35.88' N., 073-57.21' W.; thence to 41-35.87' N., 073-56.92' W.; thence to the point of origin (NAD 83).

Contemplated Newburgh Anchorage Ground

We are considering proposing that a Newburgh Anchorage Ground would cover approximately 445 acres for up to five vessels with a draft of less than 32 feet toward the northern end and less than 22 feet toward the southern end for long term usage. It would provide a vessel swing radius of approximately 1,800 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-29.75' N., 073-59.98' W.; thence to 41-29.96' N., 073-59.48' W.; thence to 41-28.38' N., 073-59.94' W.; thence to 41-28.29' N., 074-00.20' W.; thence to the point of origin (NAD 83).

Contemplated Tompkins Cove Anchorage Ground

We are considering proposing that a Tompkins Cove Anchorage Ground would cover approximately 98 acres for up to three vessels with a draft of less than 40 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-15.91' N., 073-58.51' W.; thence to 41-15.91' N., 073-58.21' W.; thence to 41-15.27' N., 073-58.38' W.; thence to 41-15.28' N., 073-58.65' W.; thence to the point of origin (NAD 83).

Contemplated Montrose Point Anchorage Ground

We are considering proposing that a Montrose Point Anchorage Ground would cover approximately 127 acres for up to three vessels with a draft of less than 26 feet for long term usage. It would provide a vessel swing radius of approximately 1,400 feet for each vessel. The contemplated ground would encompass waters within lines connecting the following points: 41-14.02' N., 073-57.45' W.; thence to 41-14.09' N., 073-57.15' W.; thence to 41-31.10' N., 073-57.00' W.; thence to 41-13.18' N., 073-56.60' W.; thence to the point of origin (NAD 83).

Contemplated Yonkers Extension Anchorage Ground

We are considering proposing that a Yonkers Extension Anchorage Ground would cover approximately 715 acres for up to 16 vessels with a draft of less than 35 feet for long term usage. It would provide a vessel swing radius of approximately 1,200 feet for each vessel. The contemplated anchorage ground would encompass waters within lines connecting the following points: 41-00.60' N., 073-53.61' W.; thence to 41-00.60' N., 073-53.31' W.; thence to 40-58.05' N., 073-53.96' W.; thence to 40-56.96' N., 073-54.39' W.; thence to 40-57.02' N., 073-54.71' W.; thence to 40-58.11' N., 073-54.25' W.; thence to the point of origin (NAD 83).

E. Information Requested

Public participation is requested to assist in determining the best way forward with respect to establishing new anchorage grounds on the Hudson River between Yonkers, NY, to Kingston, NY. To aid us in developing a possible proposed rule, we seek any comments, whether positive or negative, including but not limited to the impacts anchorage grounds may have on navigation safety and current vessel traffic in this area, the proposed number and size of vessels anchoring in each proposed anchorage ground, and the authorized duration for each vessel in each proposed anchorage ground. We are also seeking comments on any additional locations where anchorage grounds may be helpful on the Hudson River or any recommended alterations to the specific locations considered in this notice. Please submit any comments or concerns you may have in accordance with the "Public Participation and Request for Comments" section above.

L.L. Fagan,
Rear Admiral, U.S. Coast Guard, Commander First
Coast Guard District.

[FR Doc. 2016-13701 Filed 6-8-16; 8:45 am]
BILLING CODE 9110-04-P

RESOLUTION NO.: 245 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
REQUESTING THAT NEW YORK STATE COMMENCE BLOOD TESTING FOR
PFOS AT NO COST TO ALL CITY OF NEWBURGH RESIDENTS**

WHEREAS, it has been determined that the drinking water in the City of Newburgh is contaminated with perfluorooctane sulfonic acid (PFOS) and has been found in both Silver Stream and Washington Lake, two of the City's main sources of drinking water at levels ranging from 140 to 170 parts per trillion well above the Environmental Protection Agency's recently established a health advisory level of 70 parts per trillion for PFOS; and

WHEREAS, PFOS is believed to be carcinogenic and is known to be toxic to the liver and immune system and can adversely affect thyroid hormone levels and lipid metabolism. It can contribute to low birth size, delays in physical development, and dysfunction of the endocrine system. PFOS can take years for the human body to metabolize and it can adversely impact the health of people who have consumed it years after it has entered their systems; and

WHEREAS, many residents of the City of Newburgh are impoverished and do not have health insurance or access to adequate healthcare, which further exacerbates the problem of PFOS exposure; and

WHEREAS, New York State previously has committed to assist the City of Newburgh with obtaining water from the Catskill Aqueduct and to build a filtration plant that will remove the PFOS and allow the city to resume using Washington Lake and Silver Stream as a water supply; and indications point to the source of the contamination as being the New York State Air National Guard Base at Stewart Airport in Newburgh NY; and New York State previously administered a biomonitoring study in Village of Hoosick Falls and the Town of Hoosick for a related chemical, PFOA;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby officially request that the Governor of the State of New York provide to all residents of the City of Newburgh free blood testing for PFOS chemicals, at the earliest possible time; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to U.S. Senators Charles Schumer and Kirsten Gillibrand and U.S. Representative Sean Patrick Maloney, Governor Andrew Cuomo, Assembly Member Frank Skartados, N.Y. Senator William Larkin, and NY State DEC Commissioner Basil Seggos.

RESOLUTION NO.: 246 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONCEPTUAL SUPPORT FOR THE APPLICATION OF
MILL STREET PARTNERS, LLC TO NEW YORK STATE HOMES AND COMMUNITY
RENEWAL FOR FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE TO
DEVELOP AND CONSTRUCT A MIXED-USE WORKFORCE HOUSING PROJECT AT
THE MID BROADWAY REDEVELOPMENT SITE**

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a "Priority Project" of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking various financial assistance through an application to the New York State Homes and Community Renewal to create a mixed-use development consisting of ninety-one apartment homes for working individuals and families and approximately 13,800 square feet of retail commercial space fronting Broadway;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its conceptual support for the application of Mill Street Partners to the New York State Homes and Community Renewal for Federal, State, and local assistance to develop and construct the Mid Broadway Redevelopment project.

RESOLUTION NO.: 247 - 2016

OF

SEPTEMBER 12, 2016

A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 446 FIRST STREET (SECTION 20, BLOCK 3, LOT 24) AND
7 RICHMAN AVENUE (SECTION 15, BLOCK 1, LOT 14.1) IN EXCHANGE FOR
17 JOHNSTON STREET (SECTION 30, BLOCK 2, LOT 21) IN SETTLEMENT OF THE CLAIM
OF DOMINIC MOFFA AND LIZETTE PASTORE

WHEREAS, the City of Newburgh undertook certain emergency abatement work as a result of the collapse of the buildings located at 21 Johnston Street and 23 Johnston Street, more accurately described as Section 30, Block 2, Lots 19 and 18, respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, the abatement work caused damage to adjacent properties including 17 Johnston Street, more accurately described as Section 30, Block 2, Lot 21 on the official Tax Map of the City of Newburgh; and

WHEREAS, the City of Newburgh and Dominic Moffa and Lizette Pastore, the owners of 17 Johnston Street, have proposed to resolve the property damage claim by transferring title to 17 Johnston Street to the City of Newburgh in exchange for the transfer of title to 446 First Street and 7 Richman Avenue, more accurately described as Section 20, Block 3, Lot 24 and Section 15, Block 1, Lot 14.1, respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh to settle this matter on the terms and conditions of sale annexed hereto and made part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the transfer of the following properties to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the deed to 17 Johnston Street and a general release on or before December 31, 2016; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchasers</u>	<u>Purchase Price</u>
446 First Street	20 - 3 - 21	Dominic Moffa	17 Johnston Street
7 Richman Avenue	15 - 1 - 14.1	Lizette Pastore	30 - 2 - 21

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

Contract Terms and Conditions Sale
446 First Street, City of Newburgh (20-3-34)
7 Richman Avenue, City of Newburgh (15-1-14.1)
In exchange for
17 Johnston Street, City of Newburgh (30-2-21)

Contract Terms and Conditions of Sale made ____ day of _____, 2016, between CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550, hereinafter called "Seller", and Dominic Moffa, a natural person with an address of 11 Louise Drive, New Windsor, New York 12553, and Lizette Pastore, a natural person with an address of 7 Tundra Terrace, Cornwall, New York 12518, hereinafter collectively called "Purchasers."

The parties hereby agree as follows:

1. **Premises.** Seller shall sell and convey and Purchasers shall purchase the property, together with all buildings and improvements thereon (collectively the "**Premises**"), known as:

Street Address: 446 First Street, City of Newburgh, New York
 7 Richman Avenue, City of Newburgh, New York

Tax Map Designation: Section 20, Block 3, Lot 34
 Section 15, Block 1, Lot 14.1

2. **Consideration.** (a) The consideration for the purchase is the Purchasers' conveyance, together with all buildings and improvements thereon (the "**Consideration Property**"), to Seller of the property known as:

Street Address: 17 Johnston Street, City of Newburgh, New York.

Tax Map Designation: Section 30, Block 2, Lot 21; and

(b) A general release executed by Purchasers in favor of Seller regarding all claims concerning the Consideration Property as annexed hereto as Schedule "A".

3. **Personal Property.** No personal property is included in the sale of the **Premises** owned by Seller or Purchasers or in the transfer of the **Consideration Property** owned by Purchasers, unless the former owner(s) or occupant(s) have

abandoned same. The disposition of any personal property located on the **Premises** or the **Consideration Property** shall be the sole responsibility of the party acquiring title following the closing of sale.

4. **Acceptable Funds.** Any and all money payable to Seller under this contract shall be paid by good certified check of Purchasers drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller. Any and all money payable to Purchasers under this contract shall be payable by check of Seller payable to the order of Purchasers.

5. **Permitted Exceptions.** All real property, including any buildings thereon, including the **Premises** and the **Consideration Property** are sold or transferred "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, 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 seller and purchasers shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.

6. **Condition of Premises and Consideration Property.** The Seller and the Purchasers make 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. The **Premises** and **Consideration Property** may contain paint or other similar surface coating material containing lead. The party taking title to the respective property will assume responsibility for the correction of such conditions if and when required by applicable law. The Premises and Consideration Property also may contain other environmental hazards. The party taking title to the particular property shall be responsible for ascertaining and investigating such conditions prior to closing and shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. The parties to this agreement acknowledge receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." The parties to this agreement also acknowledge that they have 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.

7. Closing, Deed and Title. (a) **“Closing”** means the settlement of the obligations of Seller and Purchasers to each other under this contract, including the Purchasers’ delivery of a quitclaim deed to Seller conveying the **Consideration Property**, and the delivery to Purchasers of a quitclaim deed by Seller, conveying each property comprising the **Premises**. Each deed required hereunder shall be in proper statutory short form for record, duly executed and acknowledged, so as to convey fee simple title to the property, free of all encumbrances, except as otherwise herein stated. Each deed shall contain a covenant as required by Section 13 of the Lien Law.

(b) The Seller shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the Seller may have in the Premises. The Seller shall only convey that interest obtained by the Seller pursuant to the judgment rendered in an in rem tax foreclosure action filed in the Orange County Clerk’s Office

8. Closing Date and Place. Closing shall take place at the office of the Corporation Counsel, City of Newburgh, 83 Broadway, Newburgh, New York or at such other place as the parties hereto shall mutually agree on or before December 31, 2016. At closing, Purchasers, as grantee, may take title as a natural person or as an entity wherein a 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.

9. Deed Transfer and Recording Taxes. At Closing, each party shall be responsible for the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the respective deeds.

10. Apportionments and Other Adjustments; Water Meter. To the extent applicable, apportionments, if any, shall be calculated as of midnight of the day before the day of Closing. Upon the closing, the Premises shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by each party to the date of closing. Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

11. Title Examination; Limitations of Liability. (a) The Seller acquired title to the Premises 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.

(b) The Purchasers are advised to personally inspect the Premises and to examine title to the Premises prior to the date upon which the closing is scheduled to take place. Upon delivery of the quitclaim deed by the Seller to the Purchasers, and the quit claim deed from Purchasers to Seller, any and all claims with respect to title to the Premises and to the **Consideration Property** are merged in the respective deeds and do not survive.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Seller's or Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise.

12. Defaults and Remedies. (a) If either party defaults hereunder, each party shall have such remedies as may be provided at law or in equity, including, but not limited to, specific performance except that in the event that a sale is cancelled by court order, judgment, or the Newburgh City Council, the Purchasers agree that they shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchasers is a material condition of the sale.

13. Notices. Any notice or other communication ("**Notice**") shall be in writing and sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf by registered or certified mail, postage prepaid, or delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party to whom the Notice is to be given. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that each Notice delivered in person or by overnight courier shall be deemed given when delivered.

14. No Assignment. This contract may not be assigned by Purchasers without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

15. Broker. Seller and Purchasers each represents and warrants to the other that it has not dealt with any real estate broker in connection with this sale.

16. Legal Proceedings. Prior to the execution of this agreement a certain legal proceeding (the "proceeding") was initiated by the City of Newburgh against Dominic Moffa based upon a certain Information Complaint filed by the City of Newburgh's employee or agent. The proceeding is currently pending in the Newburgh City Court against purchaser Dominic Moffa, under City Court Docket Number CR-01969-16. The proceeding relates to certain conditions purportedly existing at the Consideration Property. The proceeding has heretofore been adjourned by the parties thereto until September 30, 2016, for final disposition. Seller will take measures necessary to have the

proceeding unequivocally dismissed with prejudice and without costs to Dominic Moffa. This paragraph shall survive the closing.

17. Post-Closing Cooperation. The Seller represents that it has acquired title to the **Premises** in accordance with Article 11 of the Real Property Tax Law of the State of New York (the “**tax foreclosure proceeding**”), 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. Notwithstanding this representation, at any time subsequent to the closing of title contemplated and described in this agreement, should it become necessary for Purchasers to defend title to the **Premises** against adverse claims of third-parties to this agreement or to commence proceeding to quiet title under Article 15 of the Real Property Actions and Proceedings Law of the State of New York, or under other applicable provision(s) of law, Seller agrees to cooperate with Purchasers in their prosecution or defense of such action, claim or proceeding by providing at Purchasers’ request affidavit(s), witness statement(s), and access to legal papers relating to the **tax foreclosure proceeding**, including without limitation delinquent tax records, notices, pleadings, and affidavits or other proof of service of requisite notices and papers. This paragraph shall survive the closing.

18. Miscellaneous. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchasers are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(h) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

(i) By acknowledging and executing these Terms & Conditions, the Purchasers certify that they are not representing the former owner(s) of the Premises against whom Seller foreclosed and has no intent to defraud Seller of the unpaid taxes, assessment, penalties and charges which have been levied against the Premises. The Purchasers agree that neither they nor their assigns shall convey the Premises to the former owner(s) against whom Seller foreclosed within 24 months subsequent to the closing date. If such conveyance occurs, the Purchasers understand that they may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to Seller as related to the foreclosure on the property and consents to immediate judgment by Seller for said amounts.

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

Seller

Purchaser

Seller

Purchaser

Attorney for Seller:

Attorney for Purchaser:

Address: _____

Address: _____

Tel.: _____

Tel.: _____

Fax: _____

Fax: _____

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

DOMINIC MOFFA and LIZETTE PASTORE, as Releasors,

in consideration of the conveyance of the properties known as 446 First Street, City of Newburgh, New York and 7 Richman Avenue, City of Newburgh, New York, and more accurately described as Section 20, Block 3, Lot 34 and Section 15, Block 1, Lot 14.1, respectively, on the official Tax Map of the City of Newburgh, received from

THE CITY OF NEWBURGH, as RELEASEE,

receipt whereof is hereby acknowledged, releases and discharges

THE CITY OF NEWBURGH

the RELEASEE, RELEASEE'S' heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASORS, RELEASORS' heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever related to, arising from and in connection with the property known as 17 Johnston Street, City of Newburgh, New York, and described as Section 30, Block 2, Lot 21 on the official Tax Map of the City of Newburgh from the beginning of the world to the day of the date of this RELEASE,

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR have hereto set RELEASOR'S hand and seal on the _____ day of _____, 2016.

IN PRESENCE OF:

By: _____
DOMINIC MOFFA

By: _____
LIZETTE PASTORE

STATE OF NEW YORK:

: ss.:

COUNTY OF _____ :

On the ____ day of _____, in the year 2016, before me, the undersigned, personally appeared DOMINIC MOFFA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK:

: ss.:

COUNTY OF _____ :

On the ____ day of _____, in the year 2016, before me, the undersigned, personally appeared LIZETTE PASTORE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO.: 248-2016

OF

SEPTEMBER 12, 2016

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 5393-2014, 5435-2015 & 4495-2016 INVOLVING SECTION 28 BLOCK 2 LOT 21.2 (IMPERIAL MOTEL)

WHEREAS, Imperial Motel has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2014-2015, 2015-2016 & 2016-2017 tax assessment years bearing Orange County Index No. 5393-2014, 5435-2015 & 4495-2016 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Imperial Motel is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 28-2-21.2 be reduced from an assessed value of \$1,040,000.00 and set at a an assessed value of \$938,600.00; and
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2015-2016 as tax map number 28-2-21.2 be reduced from an assessed value of \$1,040,000.00 and set at an assessed value of \$900,000.00; and
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax years 2016-2017 as tax map number 28-2-21.2.28 be reduced from an assessed value of \$1,040,000.00 and set at an assessed value of \$880,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X

In the Matter of the Application of

IMPERIAL MOTEL ,

Petitioner,

- against -

THE BOARD OF ASSESSORS AND/OR THE
ASSESSOR OF THE CITY OF NEWBURGH
AND THE BOARD OF ASSESSMENT REVIEW

Respondents.

To review certain real property
Assessments for the year 2014, 2015 & 2016 under
Article 7 of the Real Property Tax Law.

-----X

Hon. Catherine M. Bartlett, AJSC

CONSENT JUDGMENT

Index No.: EF004495-2016

Index No.: 005435-2015

Index No.: 005393-2014

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

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as follows:

Tax Map No. 28-2-21.2

be reduced in assessment from \$1,040,000.00 to a total assessment of \$938,600.00 for a total reduction in assessment of \$101,400.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2015-16 as follows:

Tax Map No. 28-2-21.2

be reduced in assessment from \$1,040,000.00 to a total assessment of \$900,000.00 for a total reduction in assessment of \$140,000.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2016-17 as follows:

Tax Map No. 28-2-21.2

be reduced in assessment from \$1,040,000.00 to a total assessment of \$880,000.00 for a total reduction in assessment of \$160,000.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2014-2015, 2015-2016 & 2016-2017 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

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

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

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

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ___ day of _____, 2016 at Goshen, New York.

ON CONSENT:

Hon. Michael G. Ciaravino
City Manager
Dated:
Per Res. No. _____

WARREN M. DUBITSKY, ESQ.
Herman, Katz, Cangemi & Clyne, LLP
Dated:

Hon. Joanne Majewski, IAO
Assessor
Dated:

ERIC D.OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated:

RESOLUTION NO. 249 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
SHEILA MONK AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF \$60,000.00**

WHEREAS, Sheila Monk brought a claim against the City of Newburgh; and

WHEREAS, the parties reached an agreement for the payment of the settlement of the claim in the amount of Sixty Thousand and 00/100 (\$60,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City's attorney is hereby authorized to settle the claim of Sheila Monk in the total amount of Sixty Thousand and 00/100 (\$60,000.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO. 250 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
VINCENT A. ABATE AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF \$47,500.00**

WHEREAS, Vincent A. Abate brought a claim against the City of Newburgh; and

WHEREAS, the parties reached an agreement for the payment of the settlement of the claim in the amount of Forty-Seven Thousand Five Hundred and 00/100 (\$47,500.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City's attorney is hereby authorized to settle the claim of Vincent A. Abate in the total amount of Forty-Seven Thousand Five Hundred and 00/100 (\$47,500.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 251 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO REDUCE CASH PAYMENTS**

WHEREAS, the City Council of the City of Newburgh finds that it is in the best interests of the City of Newburgh to ensure that all monies received are handled and recorded accurately; and

WHEREAS, the City Council recognizes that cash collection is the most vulnerable and fraud-sensitive payment transaction;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby declares its intent to reduce cash collection in the City of Newburgh by developing and implementing policies and procedures which incorporate best practices to improve the cash collection handling and recording with the goal of eliminating cash collection as a payment option.