

A regular meeting of the City Council of the City of Newburgh was held on Monday, October 27, 2014 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Rev. David Mason with Union Presbyterian Church followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia – 7

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Minutes of the October 14, 2014 Council Meeting be approved.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
CARRIED**

Mayor Kennedy noted that the Council has prepared a letter for the NYS Liquor Authority on behalf of Matt Prokosch and she has a copy of it.



City of Newburgh City Comptroller's Office

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John J. Aber
City Comptroller
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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilman – Cedric Brown
Councilwoman – Regina Angelo
Councilwoman – Gay Lee
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller

DATE: October 27, 2014

SUBJECT: City of Newburgh Financials – September 2014

Below are the highlights of the City of Newburgh Revenue and Expenses through September 30, 2014.

General Fund Revenue

Through September, the City of Newburgh collected \$30.3 million compared to the annual revenue budget of \$44.2 million (68.5%).

- \$19.8 million - Real Property Taxes/PILOT Payments
- \$736k - Fund Balance transfer
- \$1.8 million – Enterprise Fund transfer for General Fund Services
- \$5.9 million – Sales & Use tax, Utilities Tax and Franchise Fees
- \$955k -Departmental Income
- \$160k - Licenses and Permits
- \$473k – Mortgage Tax and Use of Money and Property
- \$388k - Miscellaneous Income (Sale of Property, Local Government Grants, Employee Health Contributions)

I am still projecting a \$1 million shortfall in Property Taxes, Code and Parking Enforcement. To cover the shortfall, a spending freeze has been put in place. 10% of

each Department's available budget for supplies, equipment, and contracts were placed into a Financial Plan Savings Code. The freeze does not apply to vacant positions.

General Fund Expense

The City of Newburgh has expended \$29.1 million plus an additional \$70k in FY2013 encumbrances. On a cash basis, the City has expended 65.9% of the 2014 budget. On a modified accrual basis, they have committed 67.7%.

Overall Departmental expenses are in-line with the approved budgets with the exception of Police and Fire overtime. As previously stated, Fire overtime has decreased compared to last year's overtime activity (with the hiring of the new grant funded recruits), however we are projecting they will exceed their 2014 budget by \$100k. Police overtime is expected to exceed their overtime budget by \$330k. Both Departments have identified surplus funds within their budgets to cover the overtime deficits.

Enterprise Fund Revenue

Through September 2014, the Enterprise Funds (Water, Sewer and Sanitation) generated \$8.9 million in revenue.

Water Department generated/collected \$3.2 million through September which represents 53.8% of their total revenue budget for FY2014. Third quarter water bills are due back to the City in November 2014.

Sewer Department generated/collected \$3.3 million through September which represents 55.4% of their total revenue budget for FY2014. Third quarter sewer bills are due back to the City in November 2014

The Sanitation Fund generated/collected \$2.4 million through September which represents 71.7% percent of the total revenue budget for FY2014. Fourth quarter sanitation bills have been mailed out and are due back to the City the October 31, 2014.

Enterprise Fund Expense

Through September 2014, Enterprise Funds expended \$8.7 million with an additional \$978k million in encumbered funds. On a cash basis, the Enterprise Funds have expended 56.8% of their budget. On a modified accrual basis, they have committed 63.2%.

As stated last month, the Water Department is projected to have a surplus of \$100k. The surplus is primarily due to a vacant Chief Operator position that has remained unfilled.

There is no projected deficit or surplus in the Sewer Fund for FY2014.

As stated previously, the Sanitation Fund is projecting a \$120k surplus. This is due to several workers out on workers comp for an extended period of time.

All Enterprise surplus funds revert back to their respective Enterprise Fund Balances at the end of the Fiscal Year.

Capital

There are no changes since last month's report on the Capital Budget/Project timelines.

Trust and Agency Accounts

- Misc Donations
 - Shade Tree - \$346
 - National Night Out - \$0
 - Gun Buyback - \$535
 - Misc Fire Dept - \$1,547

- Police
 - Police Evidence - \$80,649
 - Federal Seizure - \$16,474
 - State Seizure - \$9,866
 - Police Bicycle - \$552
 - Police Donations - \$187

- Celebrations
 - Puerto Rican Day - \$80
 - International Festival - \$8,102
 - Quadricentennial - \$2,000
 - Fireworks - \$2,634
 - Memorial Day - \$91

2015 Budget Prep

The City Manager presented his proposed 2015 budget to the Council on October 14, 2014.

The first budget review session with the Council is scheduled for tomorrow (October 28, 2014) from 3:00 to 6:00 pm.

The second budget review session with the Council is scheduled for Thursday (October 30, 2014) from 3:00 to 6:00 pm

The public hearing is scheduled for November 10, 2014 and the Council will vote to adopt the FY2015 Budget on November 20, 2014.

COMMENTS FROM THE COUNCIL ON THE COMPTROLLER'S REPORT

Mayor Kennedy said that they have been talking since early this year about a deficit and as we have managed that deficit with spending cuts and such she asked the Comptroller if we continue following the plan that we are currently following where will we be at the end of the year?

City Comptroller, John Aber, said that at the end of the year they are projecting total revenue for the City to come in at forty three point two million dollars and total expenses to equal forty three point two million dollars. We have a million dollar shortfall in revenue and we have put ten percent of departmental Budgets into a holding code so that they can't spend it, therefore, the revenue expenses remain equal.

Mayor Kennedy said that we are actually going to break even. She thinks that it is important for Council members and citizens who have been very concerned about this to understand that we have been managing this.

City Comptroller, John Aber, said that one of the things his department does every month is run a record that looks at all of the revenue coming in year to date and they do a projection. They also do the expenses every month so when he gives a projection of a million dollar shortfall in July they run that again in August, September, October and November. This is how they have the deficit projected and how they are going to address it. Last year we did a hiring freeze which was already in place when he was first hired and they also did one the year prior to that. If you remember last year we closed with an additional increase to the Fund Balance.

Councilwoman Angelo said that she was concerned at the Work Session if our bills area being paid because they don't want their credit to get bad.

City Comptroller, John Aber told Councilwoman Angelo that he can assure her that they are nowhere near the position they were in 2009 where there wasn't even enough money to make payroll. Our Fund Balance is healthy both for the General Fund and the Enterprise Fund so this is just a snapshot of the Budget that they approved this year. We always maintain separate accounts for all of our Capital Projects that earn interest which are sitting in the Banks as well as all of our investment and general operating accounts. At any given point, if the Council approves a forty four million dollar Budget, that money is not available on January 1st because it is collected over the year. They are constantly doing what is called a "Cash Flow" every month which is comparing the revenue that is coming in with the money going out so there is no chance of going back to the days of 2009 where we can't make the payroll.

Councilman Brown said that a taxpayer e-mailed him asking what homestead rate was used to prepare the Proposed Budget for 2015.

City Comptroller, John Aber, said that they don't actually look at the homestead and non-homestead rates when they prepare the Budget. What they do is look at all of the revenue coming in and then how much they are going to need to close the remaining gap between revenue and expenses which becomes what is called the City Tax Levy. We have kept that levy the same in 2014 as we did for 2013 and we are projecting the same in 2015. On or about December 1st the County will finalize our assessment rolls for 2015 which will be broken down into the homestead and non-homestead rates and then they will come to the Council with the options because the Council can modify what that rate is.

Councilman Brown said that if they don't know that then how can they claim no property tax increase for our residents?

City Comptroller, John Aber said that he has been very careful with trying to make sure that they get the word out properly by saying that there is no increase to the tax levy.

Councilman Brown said that he gets that but it is really deceptive when they sit here and tell the taxpayers that there is going to be no tax increase yet when they get their tax bills next year there is a tax increase.

City Comptroller, John Aber, said that he can't explain for what was said last year but with this Budget he has been very adamant. He has received e-mails from several residents and he has tried to be as clear as possible that the tax levy has remained the same but taxes are always going to change. Assessments will go up or down and then the taxes are going to change.

Councilman Brown said that is based on the assessments and different property values but what he knows for a fact is that everyone is going to get a tax increase which is based on the homestead rate.

City Comptroller, John Aber, said that is right but the homestead rate is derived when you take the total assessment for the City of Newburgh and divide it into the tax levy which is the 19.8 and then separating out.

Councilman Brown said that they should be telling their taxpayers to hold on because they are not sure yet.

City Comptroller, John Aber, responded with, "yes".

Councilman Brown said that he doesn't think that is fair because he thinks we need to be more accurate in what we say and what we do. We should know now if there is going to be a property tax increase. He doesn't know what it is that we need to do but the Council needs to know if there is going to be a tax increase or not. They need to know because he doesn't want to sell it and have someone buy it then ask for a refund.

City Comptroller, John Aber, said that he agrees.

Mayor Kennedy said that they need to have some sort of discussion about this and what people really need to know is have the tax assessments gone up or down.

City Comptroller, John Aber, said that the tax assessment for 2015 as it stands right now without final sign off from the County is five and a half percent less than it was the prior year which means that taxes would go up.

Mayor Kennedy said that is an estimate that we can say right now. If the tax assessment has gone down then the taxes will go up in some fashion. We have to be clear so that we don't set expectations that are incorrect.

City Comptroller, John Aber, said that he agreed.

There being no further comments this portion of the meeting was closed.

PUBLIC HEARING

Mayor Kennedy called a public hearing that was advertised for this meeting to hear public comment regarding the City of Newburgh's Five Year Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2015.

Courtney Kain, Community Development Director, gave a presentation and overview of the Plan. She noted that for 2015 the CDBG Advisory Committee worked on putting together priorities and a strategy and worked with the Council to finalize that. Their goals were to complete public facility projects, continue infrastructure improvements, continue economic development efforts and provide public services. She listed the proposed expenditures and told everyone that if they have any questions or would like to comment in writing they can send them to her office and if they need access the plan itself they can always reach her at City Hall.

Cynthia Fountain, Town of Newburgh, said that she has grandchildren in the school district here and she loves this community. It delighted her when she came down the street tonight and saw a crowd of kids which are our future. She saw the Skate Park on the Plan which she feels is one thing to certainly interest the youth and give them something to do. She is delighted to see this starting somewhere and she wants to be part of it wherever she can. She also encouraged the Council to recognize the traditional Native Americans whose land we are on and that the main thing to remember is that we want the best for our community.

Peter Smith, Montgomery Street, questioned the shape and the structure of the presentation. He doesn't understand whether the Consolidated Housing and Community Development Strategy Plan is limited only to the CDBG Budget or is there a bigger picture that wasn't described to us. It was described in the presentation that the housing needs are number one yet on the list there was no mention of housing. Fifty percent of CDBG is devoted to Administration, a Skate Park and Greenhouse improvements so he is just trying to bring the dots together.

Lillie Howard, City of Newburgh, noted that the largest expenditures listed have nothing to do with what was cited as being the major problem. Her concern is that what she saw listed has nothing to do with addressing the real problems which are the status of housing and the fact that we have no jobs.

Janet Gianopoulos, City of Newburgh resident and taxpayer, reminded everyone that we just heard this cautionary monthly report from the City Comptroller so we really need to look at development. We need to be concerned about the infrastructure expenses that are staring down our throats as far as hundreds of thousands of dollars. It is really a big picture on how we can improve the community development so we have to do things a little bit differently. She is also disappointed because she doesn't think that we are getting a report on the results of what has been happening with this Program so perhaps there are no measurable results. She heard some people say that we need to invest in things that will

move the needle a little bit more and she would agree with that because we need to be improving the tax base so we need to be attracting people from the outside.

Mr. Jackson, City of Newburgh, said that he and his friends wanted to thank the Council for the opportunity to express themselves in regard to the Skate Park. As far as fundraising goes, he asked if there is any way that they can assist the City to get things moving and make this happen.

Mayor Kennedy responded that they are doing part of the funding right now through the CDBG Fund, which they just saw in the Budget and she was talking with someone today about finding another source. This is going to be a combined effort with the whole community but right now CDBG is committed to helping this Park as part of the City's funding.

Barbara Smith, City of Newburgh, said to the young man who just spoke that he should talk to Wyatt and he will tell him that he has things planned with regard to how the skateboarders can help get funds and be active within their own Skate Park.

Sheila Murphy, City of Newburgh, asked what specific sidewalks will be done and funded and she heard the young man speak about fundraising but with the CDBG don't they have grants for our youth to create the Skateboard Park? It was also noted about affordable housing and she has a problem with that because usually HUD is not about affordable housing it's about low income subsidized housing so she asked for clarification on that because what might be affordable to her might not be affordable to someone else. She asked what the income criteria is for the affordable housing because they are just getting bits and pieces and she would like clarification on that because when she goes to the meetings it seems like they are not really addressing what is needed in this community. She added that they put a sidewalk on Dubois Street but there are many others that people can't even walk on because they are unsafe so they really need to address these issues.

There were no further comments from the public.

COUNCIL COMMENTS REGARDING THE PUBLIC HEARING

Mayor Kennedy said to answer some of the questions that were asked, yes, this particular public hearing and this particular Budget is bound by a specific amount of money which is about \$800,000.00 and that is not a whole lot of money. One of the things around housing is that there are several other housing initiatives going on so we are looking to partner with them to upgrade the housing stock in this City. They do, however, offer some small loans to help people who are struggling to upgrade things like their furnace or electrical issues and that fits into a certain income bracket. They are trying to focus on helping with the Skate Park, which is two years' worth of Budget actually, so they are trying to work with the children to build something that will be lasting and ongoing. With the sidewalks, that is an application process and there are sidewalks throughout the whole City that need to be fixed so they just have to sort of pick an area and start working on it. Every year they will have to put some sidewalk and street down because we haven't been able to do it for so many years and there is a lot of catch up to do. She has asked Courtney to do a presentation on what results we have already accomplished so they need to get that done because a lot of things have happened and we need to celebrate our successes which we are not very good at doing.

Councilwoman Lee gave the young men in attendance with the Skate Park a telephone number and told them to call it every day for fundraising and see if they can get some money to help with that Park.

Courtney Kain, Community Development Director, added that the public comment period is open through next week so comments can be submitted in writing and part of their obligation to the public is to provide written comments back to them so if anyone would like a response back and they did not provide their mailing address they can give that to her later.

Councilwoman Abrams said that the question was asked as to what we consider affordable.

Courtney Kain, Community Development Director, said that we don't want you to spend more than thirty percent of your income on housing. The standard that they look at is eighty percent of the area median income and in the City of Newburgh for a family of four that is about \$53,000.00 per year.

Mayor Kennedy noted that written comments will be accepted through November 6th so if anyone has any further comments they have to be in by that date.

There being no further comments this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Sheila Murphy, City of Newburgh, questioned resolution #270-14 regarding the roof at the Activity Center. This seems like a lot of money to her.

Mayor Kennedy said that this is for a new roof and to deal with the asbestos issues.

Ms. Murphy asked what kind of materials they will be using to fix the roof because it still sounds like a lot of money. She would also like to know who the Contractors are that will be doing these repairs.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL ON THE AGENDA

Councilwoman Lee said that she did not see this on the Agenda but she knows that people were asked to come here tonight because of an e-mail that reads, *"Good morning. Chuck and I were told at the end of last week that there was going to be action to remove the City Manager, Michael Ciaravino from his job at tonight's Council meeting. No one to run to rumors, I called the Mayor (who supposedly made the comment). Judy did confirm that Gay Lee has organized a group of people to show up at Council tonight with placards asking for the CM's firing due to the removal of James Slaughter. She has also called the media and there will be cameras there to record the placards and proceedings during public comment. Judy said it was her hope that there might be a good show of support from those who support the City Manager and the work he has done so far. Since it is confirmed this will happen, I am asking you to pass this info on to other reasonable folk who support the efforts of our City Manager, and plan to attend the Council meeting tonight"*. She said that she didn't know anything about this and she received some nasty e-mails but she does not need a group to fire the City Manager. She actually doesn't have the authority to fire the City Manager because it takes five people to do that. The fact that everyone came out tonight to find out what was going on tells her that they do care about this City and that we can't experience another loss. She did not vote for Mr. Ciaravino and everyone knows that but it is not her hope to sit and watch people fail. She would like to see the City move on but when you have a conversation with someone that you trust and they tell you that someone else that you are supposed to trust is working in opposition to all of the things that you want she finds that disturbing. She added that she will turn this over to the Ethics Committee and she assured everyone that she

does not have any groups organizing to get rid of the City Manager and he certainly knows that if she has a problem with him that she would tell him. She hopes that when people are looking at how this City should be run and move forward that they look at people who are not afraid to leave. *"You may not like what I say and you might not appreciate it. You may find me rough and arrogant but what you will also find is me brave"*. She is not afraid to address an issue. She again stated that she did not organize a group to fire the City Manager nor would she ever organize a group to do anything like that. She would certainly never have a conversation with Mayor Kennedy about anything like that because they just don't talk about those things. If you are getting information from her know that it is not confirmed because Mayor Kennedy can't confirm anything about her. She passed a copy of the e-mail to each of the Council Members and told Mr. Ciaravino that if he was told that she wants him fired she thinks that he knows her well enough to know that anything she wants she will tell anybody in this room. She doesn't need anyone to deliver a message from her because that is not how she operates.

Mayor Kennedy thanked Councilwoman Lee for her comments and said that the fact of the matter is that she did have a whole lot of people call her early last week to inform her that there would be a bunch of folks here with placards calling for the firing of the City Manager. She thanked all of the people who came tonight who care about this City and what is happening and it delights her a great deal to know that Councilwoman Lee does support the City Manager because we are really working hard to move ahead and pull this City together. We are working hard to move things in a positive direction and if anyone was out last Saturday you saw a great deal of positive energy here. Artists were here as well as twelve teams from Columbia and there were people here from Manhattan and Beacon so there was all kinds of positive energy in this City. She is delighted to know that this Council stands in unity behind our City Manager who is working so hard to make things happen.

Councilwoman Lee said that she agrees and they can't wait for his presentation.

There being no further comments this portion of the meeting was closed.

City Manager, Michael Ciarvino, said that he was going to give comment of his own but will refrain with the exception of a very, very exciting foreshadowing of something that he believes could transform the City of Newburgh. For today it is just going to be a few simple words until they are ready to present it at another meeting and it is called, *"The People's Waterfront"*. It is going to transform the City of Newburgh.

**RESOLUTION NO.: 266- 2014
OF
OCTOBER 27, 2014**

**A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY
TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT
PROPERTIES FOR THE YEAR 2016**

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

The requested exemption would include exemption from all taxation, special ad valorem levies and special assessments through December 31, 2016, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

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

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

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, Mayor Kennedy – 7

ADOPTED

AGREEMENT, made this ____ day of _____, 201____ by and between
THE CITY OF NEWBURGH, a municipal corporation duly organized and existing under
the laws of the State of New York and having its principal place of business at City Hall, 83
Broadway, in the City of Newburgh, County of Orange, State of New York; and

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

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

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

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

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

WHEREAS, the aforesaid relief from County taxes was requested by said municipality by
Resolution Number _____-2014 of October 27, 2014 of The City of Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by
Resolution Number _____ of _____, dated _____, 200____, of the
Orange County Legislature, it appearing that such agreement would be in the best interests of the
citizens of Orange County,

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

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the
parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and
improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and
exclusively used as a water filtration plant and reservoir properties, which properties are located
in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and
which properties are designated by section, block and lot in Schedule "A", annexed hereto on the
official tax map of said towns, from all taxation, special ad valorum levies, and special assessments
levied by Orange County for the County tax year, January 1, 2016 to December 31, 2016 so long
as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax
year after December 31, 2016, unless the Orange County Legislature specifically renews or
extends the same before the applicable taxable status date for any such year.

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

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

[SEAL]

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino
City Manager
Pursuant to Res. No.: _____ -2014

[SEAL]

THE COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

APPROVED AS TO FORM:

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER
City Comptroller

SCHEDULE "A"

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

ORDINANCE NO.: 5 - 2014

OF

OCTOBER 27, 2014

AN ORDINANCE AMENDING SECTION 288-71, SCHEDULE XIII, PARKING PROHIBITED AT ALL TIMES AND SECTION 288-74, SCHEDULE XVI, PARKING PROHIBITED CERTAIN HOURS, OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-71, Schedule XIII, and Section 288-74, Schedule XVI, be and are hereby amended as follows:

Section 288-71. Schedule XIII: Parking Prohibited at All Times.

In accordance with the provisions of Section 288-21, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Spring Street	North	<u>Beginning at a point perpendicular to a projection of the westerly curb line along Liberty Street and continuing west for a distance of 137 feet</u>
Spring Street	South	Entire length <u>Beginning at a point perpendicular to a projection of the westerly curb line along Liberty Street and continuing west for a distance of 154 feet</u>

Section 288-74. Schedule XVI: Parking Prohibited Certain Hours.

In accordance with the provisions of Section 288-74, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Spring Street	North	8:00 a.m. to 3:00 p.m. Monday through Friday	Beginning on the north side of Spring Street extending from a point 50 feet east of the northeast corner of the intersection of Spring Street and South Lander Street 50 feet eastward
Spring Street	South	8:00 a.m. to 3:00 p.m. Monday through Friday	Extending from a point 36 feet east of the southeast corner of the intersection of Spring Street and South Lander Street 45 feet eastward

This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

ATLAS INDUSTRIES

26 November 2013
Ian MacDougall
City of Newburgh, City Planner
83 Broadway, 3rd floor
Newburgh, NY 12550

Dear Ian,

Pursuant to our previous conversations on this topic, please find enclosed a map indicating where we would like to establish 'no parking' zones on Spring St.

Since moving our furniture-making operation here earlier this year, we have frequently been in the situation where a tractor/trailer, either delivering materials or picking up product being shipped out, has been unable to access our yard due to cars parked on Spring St. between our driveway and Liberty St. This has resulted in unacceptable production delays, disappointed customers, and re-delivery fees from carriers.

Trucks typically turn west onto Spring St. from Liberty, and then attempt to turn left into our driveway. There is a utility pole at the east edge of our driveway (see drawing) that makes the turn radius tight, and requires that a truck use the entire width of Spring St. If cars are parked in the areas indicated by red, it is not possible to make the turn if the trailer exceeds 30' in length. This is an issue for both entry to and exit from the yard.

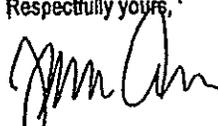
When Resnick was operating out of this building, he used the same carrier for all his shipping. The drivers knew about the tight turn, and would actually back into the driveway, either after pulling into lot 21 across Spring St. (which Resnick acquired specifically to deal with this problem), or by cutting across lot 12 (also acquired to help with this problem). We have a wide variety of carriers, both incoming and outgoing, and cannot expect drivers to know the conditions or how to manage them.

We are in the process of developing 11 Spring as a multi-tenant building, where, before too long, we expect a wide variety of businesses to be operating. Additional tenants and business activity will increase trucking activity, and amplify this problem.

We feel that the impact on residential parking will be minimal. Lot 20 has a three-story mixed-use building that fronts Liberty St. Lot 13 has an unoccupied three-story building that fronts Liberty St. We own lots 12 and 21, both of which are vacant, to both of which we need street access for storage, tenant parking, etc. We are proposing that 1/3 of the Spring St. frontage of lot 13 (unoccupied) be restricted, and that all of lot 20's Spring St. frontage be restricted, as well as the street frontage of the property we own. So the only parking impact would be a partial restriction to the street frontage of lot 20.

We are happy to be both sponsoring and participating in the return of business and manufacturing to Newburgh, and hope that the City of Newburgh will promote that process by granting this request.

Respectfully yours,


Joseph Fratesi


Thomas Wright

Kelson, Michelle

From: Morris, Jason
Sent: Thursday, October 16, 2014 3:05 PM
To: Kelson, Michelle
Cc: Wade, Chad
Subject: Atlas Industries - Parking Restriction on Spring Street
Attachments: Joseph Fratesi Email with Parking Times.pdf

Michelle,

I visited the Spring Street site today to determine the extent of the existing parking restriction signage. Only Street Sweeping and Snow Emergency parking restriction signage exists along the north and south side of Spring Street in the area under consideration for additional restrictions. As discussed, the current ordinance prohibits parking along the entire South Side of Spring Street. It appears that a reasonable compromise would be to restrict parking along the South Side of Spring Street, starting perpendicular to a projection of the curb line along Liberty Street, and continuing west to the point of intersection of the western property boundary of Atlas Industries with the Spring Street right-of-way; a distance of approximately 154 feet. We could then remove the parking restriction from the remainder of the South Side of Spring Street.

Along the north side, it appears that parking is restricted further to the west along Spring Street near the intersection with South Lander, for the purposes of keeping a loading zone clear. I believe a reasonable compromise would be to impose a parking restriction along the North Side of Spring Street, starting perpendicular to a projection of the curb line along Liberty Street, and continuing west for a distance of approximately 137 feet.

Also see attached email from Atlas Industries with their response to my inquiry regarding requested timeframes for imposing the restrictions mentioned above.

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-0188
jmorris@cityofnewburgh-nv.gov

RESOLUTION NO.: 267 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
EDWARD M. WEINSTEIN ARCHITECTURE & PLANNING, PC
FOR PROFESSIONAL SERVICES RELATED TO THE
BATHYMETRIC SURVEY AND CONCEPTUAL DESIGN
OF THE NEWBURGH LANDING DOCK AT A COST NOT TO EXCEED \$52,000.00**

WHEREAS, by notice of a letter to the Interim City Manager, dated January 28, 2014, the City Engineer declared that the Newburgh Landing Dock had been substantially damaged due to ice flows in the Hudson River and was subsequently closed until further notice; and

WHEREAS, by Resolution No.: 89 - 2014 of April 14, 2014, the City Council of the City of Newburgh authorized the Interim City Manager to accept a proposal and execute an agreement with McLaren Engineering Group for dive inspection and structural evaluation services related to assessing damage to the Newburgh Landing Dock; and

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Edward M. Weinstein Architecture & Planning, PC for professional services related to the Bathymetric Survey and Conceptual Design of the future Newburgh Landing Dock; and

WHEREAS, the cost for such professional services will be \$52,000.00 and funding shall be derived from New York State Department of State Grant with match and 2012 Bond; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Edward M. Weinstein Architecture & Planning, PC for professional services related to the Bathymetric Survey and Conceptual Design of the Newburgh Landing Dock at a cost not to exceed \$52,000.00.

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

October 17, 2014

City of Newburgh
Office of the Comptroller
83 Broadway, Fourth Floor
Newburgh, New York 12550

Attn: Jason Morris, P.E., City Engineer

**Re: Proposal for Professional Services related to the Future Newburgh Landing Pier
Bathymetric Survey & Conceptual Design**

Dear Mr. Morris:

Edward M. Weinstein, Architecture + Planning, P.C. (EMWPC), is pleased to submit this agreement for professional services in connection with the Future Newburgh Landing Pier. Our services will include the following:

Scope of Services:

- 1) Attend a kickoff meeting and two additional meetings with City staff and public officials. Any further meetings will be billed as extra services at the rate of the fee schedule below.
- 2) Prepare a Bathymetric Survey of the river bottom in the area surrounding the existing Newburgh Landing. The survey will be performed by Hydro Data, Inc., a certified WBE. The survey will include the area from the shoreline to a line parallel to the shoreline and approximately 300 feet in an easterly direction. The other boundaries of the survey include the marina to the south and a line perpendicular to the shoreline approximately 100 feet north of the existing Newburgh Landing.
- 3) Solicit input from stakeholders and investigate the needs of commercial cruise lines wishing to dock vessels at the future Newburgh Landing. EMWPC will contact potential cruise lines in order to identify the docking requirements of each operator.
- 4) Prepare Base plans and conduct an initial public outreach meeting related to the proposed Newburgh Landing Pier with the stakeholders. This meeting will include a "blank slate" SWOT assessment (Strengths, Weaknesses, Opportunities, Threats).
- 5) Prepare two or three conceptual designs for the proposed Newburgh Landing Pier and related upland improvements.
- 6) Review the conceptual plans with City staff and develop the format and agenda for the second public meeting.
- 7) Conduct a second public meeting to present and discuss the conceptual plan options based on our discussions with City Staff.

8) Prepare and present to the City Council up to three conceptual designs, with cost estimates that incorporate adequate space for the mooring of commercial passenger vessels and public access for passive recreation. The design shall address the necessary ADA provisions required to facilitate increased access to the Hudson for individuals with disabilities.

9) Identify and finalize a preferred design alternative based upon staff and public outreach feedback and prepare a detailed cost estimate

10) Identify all necessary agency permits and approvals required for construction.

11) Assist City staff in drafting an RFP for professional services related to the preparation of construction documents.

Subject to confirmation at the kick-off meeting with the City we are prepared to conform to the attached timeline.

PROFESSIONAL FEE

Our fee for Tasks 1 through 11, shall be a fixed amount of Forty Eight Thousand Eight Hundred and Twenty Dollars (\$48,820.00), plus reimbursable expenses. Typical reimbursable expenses include costs for blueprinting, computer plots, photocopies and overnight mail. We shall bill you on a monthly basis, in accordance with the schedule below and the progress of the work. Payments shall be due within 30 days of receipt of our invoice.

Payment Schedule:	
Tasks 1 and 2	\$ 5,220.00
Tasks 3 and 4	\$ 6,400.00
Tasks 5 and 6	\$12,000.00
Tasks 7 and 8	\$12,000.00
Tasks 9 and 10	\$10,000.00
Task 11	\$ 3,200.00
Total	\$48,820.00

Any services not covered under the Scope of Services are considered Additional. Additional services, if required, shall be on an hourly basis in accordance with the rate schedule below. . Hourly rates are subject to revision twelve months after the date of this proposal.

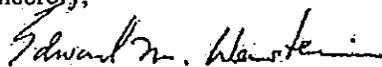
Principal:	Two Hundred Dollars per hour (\$200.00/hr)
Sr. Architect:	One Hundred Fifty Five Dollars per hour (\$155.00/hr)
Sr. Technical Staff:	One Hundred Twenty Five Dollars per hour (\$125.00/hr)
Planner:	One Hundred Twenty Dollars per hour (\$120.00/hr)
Technical Staff:	One Hundred Dollars per hour (\$100.00/hr)
Administrative Staff:	Forty Dollars per hour (\$40.00/hr)

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultants' total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

AGREEMENT:

If you are in agreement with these terms, please sign below and return one copy of the agreement. We look forward to working with you on this important project.

Sincerely,



Edward M. Weinstein, AIA

Signature

Dated

Task	Description	Date of Completion (assuming Week 1 is the date of contract execution)
Task 1	Kick-off Meeting	Week 1
Task 2	Bathymetric Survey	Week 2
Task 3	Site research, identify stakeholders, establish visioning process	Week 4
Task 4	First Public Outreach meeting	Week 6
Task 5	Prepare three conceptual designs	Week 8
Task 6	Pre-application discussions with regulatory agencies	Week 10
Task 7	Second Public Outreach meeting	Week 12
Task 8	Presentation to City Council	Week 14
Task 9	Finalization of chosen design alternative and cost estimate	Week 16
Task 10	Assist the City in the preparation of an RFP for Construction Documents	Week 18

RESOLUTION NO.: 268 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AUTHORIZING THE AWARD OF A
BID AND THE EXECUTION OF A CONTRACT WITH
AMSTAR OF WESTERN NEW YORK IN CONNECTION
WITH THE ELLIS AVENUE AND BRADY AVENUE WATER STORAGE TANKS
REHABILITATION PROJECT - GENERAL CONSTRUCTION
AT A COST OF \$743,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the General Construction and Electrical Construction in connection with the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project; and

WHEREAS, three (3) bids were submitted and opened in connection with Contract 2, General Construction; and one (1) bid was submitted for Contract 3, Electrical Construction; and

WHEREAS, based on a comprehensive review of the bids submitted for Contract 2, General Construction, Barton & Loguidice has recommended that the City award said contract to Amstar of Western New York in the amount of \$743,000.00, and

WHEREAS, such amount includes the cost for Alternate Bid Item 4, the Grid Powered Reservoir Circulator, should it be determined that the solar powered circulator included in the base bid not fit within the tank due to the interior column spacing; and

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

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

WHEREAS, based on a review of the bid submitted for Contract 3, Electrical Construction, Barton & Loguidice has recommended that the City reject such bid for Contract 3 as it has been determined that having only one responsive bidder will not serve the best interests of the project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 2, General Construction, be and it is hereby awarded to Amstar of Western New York at a cost of \$743,000.00, including Alternate Bid Item 4, the Grid Powered Reservoir Circulator; 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; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that all bids submitted in connection with the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 3, Electrical Construction, be and are hereby rejected.

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED



Engineers • Environmental Scientists • Planners • Landscape Architects

Celebrating over 50 years of service

October 1, 2014

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

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

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bids submitted for Contract 2 – General Construction and Contract 3 – Electrical Construction for the above referenced project and the certified bid tabulations are attached for your review. Three (3) bids were submitted for Contract 2 – General Construction, and only one (1) bid was submitted for Contract 3 – Electrical Construction.

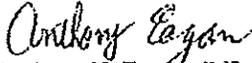
Based on our review of the bids submitted for Contract 2 – General Construction and qualifications of the low bidder for the referenced project, B&L recommends the City award Contract 2 – General Construction to Amstar of Western New York in the amount of \$743,000.00. This includes the cost for Alternate Bid Item #4 – Grid Powered Reservoir Circulator should it be determined that the Solar Powered Circulator included in the base bid not fit within the tank due to the interior column spacing. Refer to the attached certified bid tabulation sheet.

Note that Amstar of Western New York, Inc. bid price of \$743,000.00 for the rehabilitation of the two tanks is \$200 higher than B&L's opinion of probable cost of \$742,800.00 provided in the Engineering Memo dated January 20, 2014, prior to the decision to separate the Contracts. It is our recommendation that the City award the Contract to Amstar of Western New York, Inc. in the amount of \$743,000.00. It is also recommended that the City set aside this Contract amount plus an additional 5% to account for any change orders during construction.

Based on our review of the bids submitted for Contract 3 – Electrical Construction and qualifications of the low bidder for the referenced project, B&L recommends the City reject all bids for this Contract. B&L is of the opinion that having only one responsive bidder will not serve the best interests of the project.

Please call should you have any questions.

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

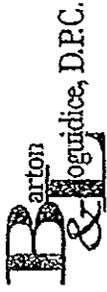

Anthony T. Eagan, P.E.
Managing Engineer

ATE/ojf
Attachments

Z:\BL-V\211ND2118217AD2-1C71-4823-8927-99D5C405414706552000-6520991652009LV\1352.002.001 BID_Recomm\Letter Ellis & Brady (106520991652009LV).doc



CITY OF NEWBURGH
 1352.002.001 ELLIS & BRADY AVENUE WATER STORAGE TANK REHABILITATION
 BID OPENING - 11:00 AM, September 23, 2014
 BID TABULATION - CONTRACT 3



Item No.	Description	Estimated Quantities	Unit	Engineer's Opinion of Probable Costs		JPI Painting, Inc.	
				Unit Price	Amount	Unit Price	Amount
1	Electrical Construction	1	LS	50000	50000	\$ 75,000.00	\$ 75,000.00
TOTAL (ITEMS 1-4)					\$50,000.00		\$75,000.00
ACKNOWLEDGE ADDENDA							
BID FORM							
IRANIAN ENERGY SECTOR DIVESTMENT							
NON-COLLUSION CERTIFICATION							
STATEMENT OF SURETY INTENT							
BID BOND							
APPRENTICESHIP PROGRAM							

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

BY: *Anthony E. Egan*

RESOLUTION NO. 269 -2014

OF

OCTOBER 27, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM THE CHAZEN COMPANIES TO COMPLETE AN UPDATED BOUNDARY SURVEY FOR CITY-OWNED PROPERTY LOCATED AT 86 WISNER AVENUE IN THE AMOUNT OF \$1,000.00 TO COMPLETE THE ENVIRONMENTAL EASEMENT IN CONNECTION WITH THE ENVIRONMENTAL RESTORATION PROGRAM STATE ASSISTANCE CONTRACT

WHEREAS, the City of Newburgh entered into a State Assistance Contract (SAC) with the New York State Department of Environmental Conservation (the "DEC") Environmental Restoration Program to address environmental concerns at 86 Wisner Avenue, and

WHEREAS, an environmental easement in accordance with the Site Management Plan and Final Engineering Report is required to complete the SAC, and

WHEREAS, the environmental easement requires an updated boundary survey and the Chazen Companies have provided a proposal to update the boundary survey for the amount of \$1,000.00, which is a reimbursable cost under the SAC; and

WHEREAS, this Council has reviewed the proposal attached hereto and finds that authorizing the City Manager to accept the proposal is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to accept a proposal and execute a contract with the Chazen Companies in the amount of \$1,000.00 for an updated boundary survey for 86 Wisner Avenue in accordance with the New York State Department of Environmental Conservation Environmental Restoration Program State Assistance Contract.

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, Mayor Kennedy – 7

ADOPTED



Hudson Valley Office

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

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

October 15, 2014

Michelle Kelson, Esq.
Corporation Counsel
City Hall, 2nd floor
83 Broadway
Newburgh, New York 12550

*Re: Proposal for updated Boundary Survey #86 Wisner Ave, Newburgh NY.
Chazen #PR14-074*

Dear Ms. Kelson:

The Chazen Companies (Chazen) thank you for the opportunity to present this proposal for Professional Surveying Services to complete an updated survey for the property located at #86 Wisner Ave, Newburgh NY.

Task 001 – Updated Boundary Survey

Scope – Chazen will complete an updated boundary survey of the property located at #86 Wisner Ave, Newburgh NY. All surveying will be completed in accordance with the current DEC Specifications. The survey will demonstrate the location and description of all property boundaries, site improvements, easements and rights of way of record. The survey will also include:

1. A metes and bounds description of the subject property. (The City will retain a title company to pull the Schedule A that runs with title.)
2. A graphic scale.
3. The physical Address that is consistent with the DEC Agreement/Order/SAC. (The client has informed Chazen that the Environmental Easement encompasses the entire property.)

Deliverables – Upon completion of the survey, the client will be furnished with certified copies of the final survey and a letter of confirmation as outlined above.

Client Responsibilities – Please provide copies of current title report and/or abstracts of title, together with copies of schedule B exceptions for our use in completing the survey.

Schedule – Chazen is prepared to begin work within 2 weeks upon authorization. It is expected that the final survey would be available for delivery approximately 3 weeks from authorization.

Professional Services Fee Schedule

Chazen proposes to complete this work on a time and materials basis. Statements will be issued monthly for all services performed during that month.

Fee and Time Schedule Summary

Tasks		Fee Estimates	Proposed Schedules
Task No.	Task Description	Time & materials Fee Bill	Projected Start / End Dates
001	Property Boundary Survey	\$1,000	Start: 2 weeks upon authorization End: Delivery in 3 weeks

Agreement

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. Please feel free to contact me at (845) 486-1587 if you have any questions whatsoever. Chazen looks forward to working with you on this project. Chazen will coordinate the date and time with the City Planner for the site visit to inspect the property.

Sincerely,



Martin M. Bayard
Manager of Field Operations

cc: Proposal Distribution List

AGREEMENT MADE this ____ day of _____ 2014 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and ___City of Newburgh___ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated October 15, 2014 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
 - F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
 - G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
 - B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
 - C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

Professional Services Agreement
Project Name: City of Newburgh

Proposal Number: PR14-074
Project Number: _____

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.

11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.

12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).

13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

RESOLUTION NO.: 270 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND THE EXECUTION OF A CONTRACT WITH
TITAN ROOFING, INC. IN CONNECTION WITH THE
ACTIVITY CENTER ROOF REPLACEMENT PROJECT
AT A COST OF \$126,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the Activity Center Roof Replacement Project; and

WHEREAS, bids have been duly received and opened and Titan Roofing, Inc. is the low bidder; and

WHEREAS, the total project cost will be \$126,000.00 and funding shall be derived from the 2013 BAN;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Activity Center Roof Replacement Project be and it hereby is awarded to Titan Roofing, Inc., for the base bid amount of \$126,000.00; 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.

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, Mayor Kennedy – 7

ADOPTED

DRAFT AIA® Document A101™ - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty-eighth day of October in the year two-thousand-
fourteen

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Newburgh
83 Broadway
Newburgh, New York 12550

and the Contractor:

(Name, legal status, address and other information)

Titan Roofing, Inc
200 Tapley Street
Springfield, MA 01140

for the following Project:

(Name, location and detailed description)

Activity Center Roof Replacement
401 Washington Street
Newburgh, New York 12550

The Architect:

(Name, legal status, address and other information)

Collins+Scoville Architecture | Engineering | Construction Management, D.P.C.
(dba CSArch Architecture | Engineering | Construction Management)
19 Front Street
Newburgh, New York 12550-7601

CSArch Project Number: 611-14-02

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

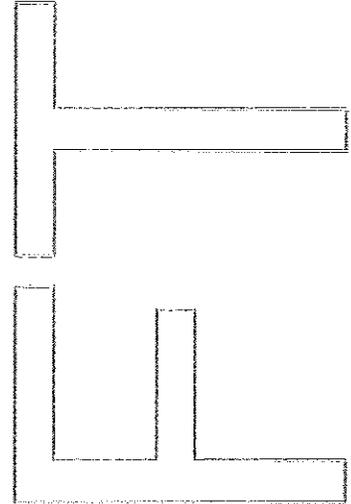
6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS



ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

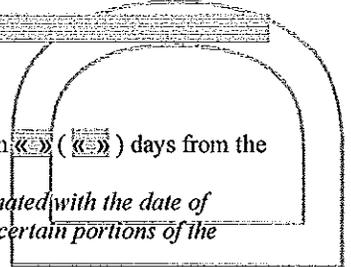
« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)



As per the Milestone Schedule included in the Construction Document. Subject to update per Specification 00-31-13 and 01-31-00.

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

«»

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~One-hundred-twenty-six thousand dollars and no cents (\$ 126,000.00)~~, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«»

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As per Specification 012900.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 27th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 (thirty) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 5% (five percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5% (five percent);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[N/A] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[X] Litigation in a court of competent jurisdiction

[N/A] Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N/A

§ 8.3 The Owner's representative:
(Name, address and other information)

Collins+Scoville Architecture | Engineering | Construction Management, D.P.C.
(dba CSArch Architecture | Engineering | Construction Management)
19 Front Street
Newburgh, New York 12550-7601

§ 8.4 The Contractor's representative:
(Name, address and other information)

Titan Roofing, Inc.
200 Tapley Street
Springfield, MA 01140
Attention: Anthony Pazmino

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

- Exhibit A – Table of Contents
- Exhibit B – NYSDOL Prevailing Wage Schedule

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit C, Drawing List

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

«»

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«»

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)

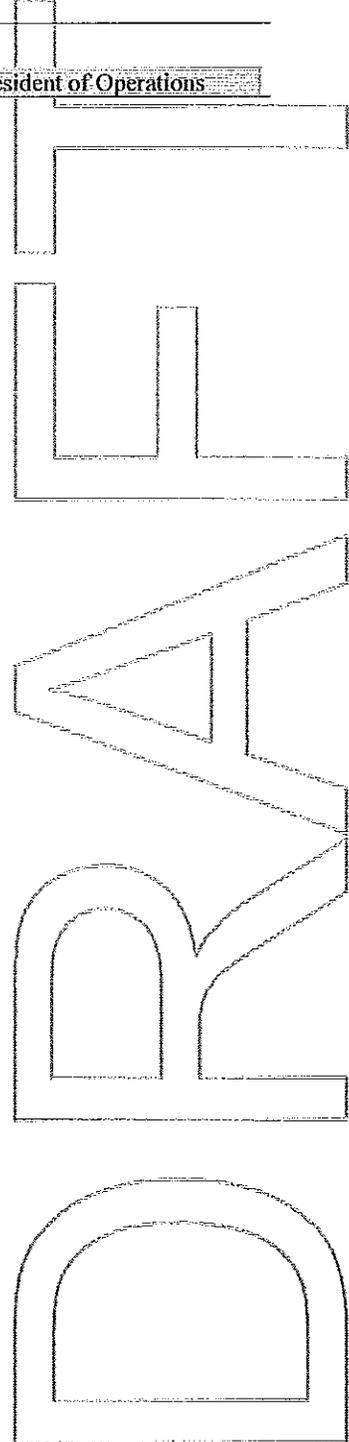
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Michael Ciaravino - City Manager
(Printed name and title)

CONTRACTOR (Signature)

Anthony Pazmino, Vice President of Operations
(Printed name and title)



RESOLUTION NO.: 271 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR THIRD PARTY ASBESTOS MONITORING IN CONNECTION WITH THE
ROOF REPLACEMENT PROJECT AT THE ACTIVITY CENTER
AT A COST OF \$500.00**

WHEREAS, by Resolution No. 48-2014 of March 10, 2014, the City Council of the City of Newburgh authorized the Interim City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited pre-renovation asbestos and lead paint surveys in connection with roof renovations for the Activity Center located within Delano-Hitch Recreation Park; and

WHEREAS, the results of the surveys and testing found the presence of asbestos containing material which must be abated and removed in compliance with law, rule and regulation; and

WHEREAS, by Resolution No.: 93-2014 of April 14, 2014, the City Council of the City of Newburgh authorized the Interim City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement design services in connection with roof renovations for the Activity Center located within Delano-Hitch Recreation Park; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. is a qualified environmental remediation consultant and has submitted a proposal for third party asbestos monitoring during asbestos abatement in connection with the Activity Center Roof Replacement Project; and

WHEREAS, the cost for these services will be \$500.00 and funding shall be derived from the 2013 BAN; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for third party asbestos monitoring in connection with the Roof Replacement Project at the Activity Center at a cost of \$500.00.

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

QuES&T

Quality Environmental Solutions & Technologies, Inc.

October 17, 2014

Mr. Jason Morris
City of Newburgh
83 Broadway
Newburgh, New York 12550

Dear Jason:

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to provide asbestos project final inspection services for your 401 Washington Ave., Newburgh NY project. QuES&T offers a wide range of environmental consulting, training, testing and "Turn-Key" Remediation Project services to the public and private commercial-industrial business sector.

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

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

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

October 17, 2014

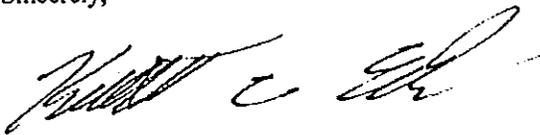
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full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

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

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

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

Sincerely,



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

QuES&T to provide the following services:

- Provide NYS/AHERA Asbestos Project Monitor(s) to perform one (1) Final Visual Inspection for completeness of abatement and completeness of cleanup as per ASTM Standard E1368 "Standard for Visual Inspection of Asbestos Abatement Projects".
- Provide documentation of such final inspection indicating that 1) the project was successfully completed or 2) the project was not successfully completed, including additional recommendations for review and consideration by the client.

Project Notes:

- Two weeks advance notice of project start is required to ensure that proper equipment and sampling supplies can be obtained.
- Mileage will be billed at a rate of \$ 0.550 for actual mileage traveled.
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT Rate Applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
- Labor will be billed at half day and full day rates.
- Client will be responsible for any damage or loss to sampling equipment.
- Taxes are not included in this proposal.
- 5% fuel and insurance surcharge will be added to the final invoice

I. ASBESTOS SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- **Sr. Principal:** \$225/Hr ST; \$255/Hr OT
- **Principal:** \$185/Hr ST; \$225/Hr OT
- **Project Manager:** \$90/Hr ST/OT
- **EPA/NYS DOL/NYCDEP Asbestos Inspector:**
 \$320/4-hr day Includes Calibrated Area A/S Equipment
 \$500/8-hr day Includes Calibrated Area A/S Equipment
 \$ 80/hr OT
- **EPA/NYS DOL Combined Project Monitor/Air Sampling Technician:**
 \$275/4-hr day Includes Calibrated Area A/S Equipment
 \$400/8-hr day Includes Calibrated Area A/S Equipment
 \$ 75/hr; OT

Item 2: Asbestos Laboratory Services

- **A/S Sample Analysis (PCM):**
 \$ 12/Sample Includes 72-hr turn-around of results
 \$ 15/Sample Includes 24-hr turn-around of results
 \$ 17/Sample Includes 6-hr turn-around of results
 \$ 20/Sample Includes Rush turn-around of results.
- **A/S Sample Analysis (AHERA-TEM):**
 \$100/Sample Includes 48-hr turn-around of results
 \$125/Sample Includes 24-hr turn-around of results
 \$175/Sample Includes 12-hr turn-around of results
 \$225/Sample Includes 6-hr turn-around of results
- **Bulk Sample Analysis (PLM):**
 \$ 14/Layer Includes 7 day turn-around of results
 \$ 16/Layer Includes 5 day turn-around of results
 \$ 20/Layer Includes 72-hr turn-around of results
 \$ 25/Layer Includes 24-hr turn-around of results
 \$ 30/Layer Includes 12-hr turn-around of results
 \$ 45/Layer Includes Rush turn-around of results
- **Bulk Sample Analysis (PLM-NOB):**
 \$ 16/Layer Includes 7 day turn-around of results
 \$ 23/Layer Includes 5 day turn-around of results
 \$ 30/Layer Includes 48-hr turn-around of results
 \$ 40/Layer Includes 24-hr turn-around of results
 \$ 60/Layer Includes 12-hr turn-around of results
- **Bulk Sample Analysis (QTEM):**
 \$ 25/Layer Includes 7 day turn-around of results
 \$ 50/Layer Includes 5 day turn-around of results
 \$ 65/Layer Includes 48-hr turn-around of results
 \$ 70/Layer Includes 30-hr turn-around of results
 \$ 110/Layer Includes 12-hr turn-around of results

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

II. SAFETY & ENVIRONMENTAL SERVICES:

Item 1: Labor (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- EPA LBP Inspector/Risk Assessor: \$ 90/Hr ST/OT
- IH Tech:
 - \$320/4-hr day Includes Calibrated Area A/S Equipment
 - \$500/8-hr day Includes Calibrated Area A/S Equipment
 - \$ 80/hr; OT

Item 2: Laboratory Services

- Lead - Air/Paint Chip/Dust Sample Analysis (AAS/FLAA):
 - \$ 20/Sample Includes 3-5 Day turn-around of results
 - \$ 25/Sample Includes 48-hr turn-around of results
 - \$ 30/Sample Includes 24-hr turn-around of results
 - \$ 45/Sample Includes 6-hr turn-around of results
- PCB – Bulk Material Sample Analysis:
 - \$100/Sample Includes 5 Day turn-around of results
 - \$150/Sample Includes 3 Day turn-around of results
 - \$200/Sample Includes 48-hr turn-around of results
 - \$250/Sample Includes 24-hr turn-around of results

Item 3: Equipment Charges

- Niton XRF: \$175/Day
- Electrical Generator: \$ 75/Day (2-Day Minimum)
- SCBA: \$300/Day
- Confined Space Tripod: \$ 150/Day

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

III. INDUSTRIAL HYGIENE SERVICES:**Item 1: Labor** (Minimum On-site Billing; 4 Hours @ OT Rate)

- Certified Industrial Hygienist: \$175/Hr ST; \$215/Hr OT
- Certified Safety Professional: \$175/Hr ST; \$215/Hr OT
- Industrial Hygiene Scientist/CBST \$125/Hr ST; \$150/Hr OT
- Project Manager: \$ 90/Hr ST/OT
- IH Tech: \$320/4-hr day Includes Calibrated Area A/S Equipment
\$500/8-hr day Includes Calibrated Area A/S Equipment
\$ 80/hr; OT

Item 2: Microbiological Laboratory Services

- Air Sample Analysis (Total Spore Counts):
\$120/Sample Includes same-day turn-around of results
\$100/Sample Includes 24-48 hr turn-around of results
\$ 80/Sample Includes 5-7 day turn-around of results
- Air Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
\$ 70/Sample Enumeration & Identification to genus or species
ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of
Cladosporium and Penicillium to Species; 2% MEA Only)
- Air Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
\$ 70/Sample Enumeration & Identification to genus or species
- Bulk/Swab Sample Analysis (Culturable Fungi; One Medium): Sample Turn-Around Time 7-10 Days
\$ 90/Sample Enumeration & Identification to genus or species
ADD \$ 45/Sample To Include Full Fungal Speciation (Including ID Of
Cladosporium and Penicillium to Species; 2% MEA Only)
- Bulk/Swab Sample Analysis (Culturable Bacteria; One Medium): Sample Turn-Around Time 7-10 Days
\$ 90/Sample Enumeration & Identification to genus or species
- Other Microbiological Services and PCR Technology Available: CALL FOR PRICING
- Additional Industrial Hygiene Services Available: CALL FOR PRICING AND CAPABILITIES

Item 3: Equipment Charges

- Anderson Air Sampler: \$125/Day
(Single Stage N-6 Impactor)
- Boroscope: \$ 50/Day
- 4-Gas Monitor w PID: \$200/Day
- Infrared Camera: \$225/Day
- Delmhorst BD-2100: \$100/Day
(Moisture Survey Meter)
- ASHRAE IAQ Meter: \$200/Day
- PM-10 Impactor/Sampler: \$125/Day
- Additional Equipment: Call For Pricing

NOTE A:

1. OT Rate Applies to hours: < 4 hrs/day; > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
2. Laboratory Turn-Around Begins When Samples Are Received In The Laboratory And Does Not Include Saturday, Sunday & Holidays.
3. Reimbursable Travel Will Be Billed At \$0.550/Mile + Tolls

IV. MISCELLANEOUS SERVICES

Item 4: Miscellaneous Services

- Asbestos/Lead/Environmental 'Letter' Report w/o Drawings - \$150/each.
- Asbestos/Lead/Environmental 'Letter' Report w/KeyCAD Drawings - \$200/each.
- Asbestos/Lead/Environmental 'Final Report' w/o Drawings - \$250/each.
- Asbestos/Lead/Environmental 'Final Report' w/KeyCAD Drawings - \$300/each.
- Abatement Specifications / AutoCAD / Bidding Process – Priced Based on Scope of Work.
- Conduct Onsite Bid Walkthrough w/Prospective Contractors – Priced Based on Scope of Work.
- Travel & Misc. Materials – Actual Mileage (@ \$0.550/mile) plus Actual Tolls & Parking.
- Laboratory analysis turnaround times begin when samples are received at Laboratory and does not include weekends or holidays.

RESOLUTION NO.: 272 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AMENDING RESOLUTION NO: 247 - 2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$50,000.00 FROM SELF INSURANCE – CORPORATION COUNSEL
EMPLOYMENT LIABILITY LEGAL SERVICES TO CORPORATION COUNSEL –
LABOR AND EMPLOYMENT**

BE IT RESOLVED, by the Council of the City of Newburgh, that Resolution No: 247-2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
M.1420 Self-Insurance-Corporation Counsel		
.4300 Employment Liability Legal Services	\$ 50,000.00	
A.1420 Corporation Counsel		
.0448.5018 Labor & Employment		\$50,000.00
<u>Total</u>	\$50,000.00	\$50,000.00

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, Mayor Kennedy – 7

ADOPTED

RESOLUTION NO.: 273 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM WITH ENTERPRISE RENT-A-CAR
IN THE AMOUNT OF \$2,721.74**

WHEREAS, Enterprise Rent-A-Car brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Seven Hundred Twenty-One and 74/100 Dollars (\$2,721.74) 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 Manager is hereby authorized to settle the claim of Enterprise Rent-A-Car in the total amount of Two Thousand Seven Hundred Twenty-One and 74/100 Dollars (\$2,721.74) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

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

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

RESOLUTION NO.: 274 - 2014

OF

OCTOBER 27, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
AUTHORIZING THE CITY MANAGER TO EXECUTE
THE ACCESS AND EASEMENT AGREEMENT WITH
THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
IN CONNECTION WITH THE 5 SCOBIE DRIVE INDUSTRIAL PARK PROJECT**

WHEREAS, by Resolution No. 143-2012 of August 13, 2012, Resolution No. 234-2012 of December 10, 2012 and Resolution No. 19-2013 of January 28, 2013, the City Council of the City of Newburgh established its support of the proposal submitted by the City of Newburgh Industrial Development Agency (“the IDA”) for the relocation and expansion of Hudson Valley Lighting to 5 Scobie Drive, including authorizing the City Manager to negotiate and execute on behalf of the City of Newburgh a land transfer agreement; and

WHEREAS, the 5 Scobie Drive Industrial Park Project (the “Project”) now involves a public/private infrastructure partnership between an existing business, Hudson Valley Lighting d/b/a Scobie Partners, the City of Newburgh and the City of Newburgh Industrial Development Agency and requires the remediation of a former landfill for which Scobie Partners has entered into a Brownfields Clean Up Program Agreement with the NYS Department of Environmental Conservation to investigate and remediate the site; and

WHEREAS, the Project was designated as a Priority Project by the Hudson Valley Regional Economic Development Council and the 5 Scobie Drive Industrial Park Infrastructure Improvements Project received an award of \$250,000.00 in the 2013 Consolidated Funding Application cycle and the City and IDA were awarded a FY2014 Economic Development Assistance Grant from the U.S. Department of Commerce Economic Development Administration for the Project in the amount of \$4,200,000.00; and

WHEREAS, the development of the Project no longer requires an exchange of property between the City and the IDA but rather an exchange of easements over each of the subject properties for the purposes of access, grading and stormwater management; and

WHEREAS, such proposal requires the modification of the Land Disposition and Access Agreement between the City and the IDA to an Access and Easement Agreement providing for said grading and drainage easements; and

WHEREAS, the City Council has determined that the proposed modification of the Land Disposition and Access Agreement to an Access and Easement Agreement will not effect

the Negative Declaration previously issued by the City Council in Resolution No. 234-2012 of December 10, 2012 and is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached Access and Easement Agreement with the City of Newburgh Industrial Development Agency in substantially the same form and with other provisions as Corporation Counsel may require for the exchange of easements to facilitate the 5 Scobie Drive Industrial Park Project.

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, Mayor Kennedy – 7
ADOPTED**

ACCESS AND EASEMENT AGREEMENT

BETWEEN

CITY OF NEWBURGH,

AND

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

This Access and Easement Agreement ("Agreement"), effective as of [_____, 2014] (the "Effective Date"), is hereby made by and among:

A. The City of Newburgh, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the "City"; and

B. The City of Newburgh Industrial Development Agency, Orange County, New York, its agencies, departments, officers, employees, agents, representatives, successors and assigns, collectively referred to in this Agreement as the "IDA".

The City and the IDA are collectively referred to herein as "the Parties" and individually referred to as a "Party".

WHEREAS, Hudson Valley Lighting Inc. is a business operating within the City of Newburgh and has outgrown its current location; and

WHEREAS, the IDA is the sole owner of a parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property"); and

WHEREAS, the City is the sole owner of a parcel of land known as 70 Pierces Road more accurately described as Section 5, Block 1, Lot 16 as shown on the tax map of the City of Newburgh (the "City Property"); and

WHEREAS, Hudson Valley Lighting Inc. desires to remain in operation within the City has expressed an interest in relocating its business to the IDA Property; and

WHEREAS, to facilitate the relocation of Hudson Valley Lighting to the IDA Property, certain pre-development activities are required, including but not limited to access to City property and the granting of a temporary construction and grading easement over a portion of the City Property to the IDA and the granting of a permanent access easement for construction and maintenance of stormwater facilities over a portion of the IDA property to the City;

NOW, THEREFORE, in consideration of the mutual covenants and promises as set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions:** The following terms used in this Agreement have the following meanings:
 - (a) "Access and Easement Areas" means that portion of the City Property and that portion of the IDA Property as described in and shown on Exhibit A.
 - (b) "Permittees" (individually a "Permittee") means the IDA and each of its employees, agents, representatives, successors, assigns, consultants, contractors, and subcontractors which are involved in the performance of the IDA's Obligations.
 - (c) "Assignee" means Hudson Valley Lighting, Inc. or an entity wholly-owned by Hudson Valley Lighting, Inc. as the assignee of the IDA's rights and obligations under this Agreement through a separate agreement between the IDA and Hudson Valley Lighting, Inc.
 - (c) "DEC" means the New York State Department of Environmental Conservation and its divisions and employees.
 - (d) "Pre-development Activities" means tasks associated with the regrading and granting of a temporary construction and grading easement over property of the City to the IDA and such other activities as may be necessary or as required by the New York State Department of Environmental Conservation for the successful remediation of the IDA property by Hudson Valley Lighting Inc. under the Brownfield Cleanup Program, including the easement over the City Property being transferred to the IDA, the granting of a permanent access easement for construction and maintenance of stormwater facilities over the IDA Property to the City, and the closeout of the U.S. Department of Commerce Economic Development Administration Grant Award (the Pre-development Activities and the conduct of such other activities as may be necessary or as required by the DEC, collectively referred to as "IDA Obligations").
 - (e) "Access and Easement Agreement" means an agreement by which the City grants to the IDA a temporary construction and grading easement of access to the "Access and Easement Areas" for the purpose of creating and maintaining grading and landscaping and the IDA grants to the City a permanent easement of access to the "Access and Easement Areas" for construction and maintenance of stormwater facilities as shown on Exhibit A.
 - (f) "EDA" means the U.S. Department of Commerce Economic Development Administration or the grant awarded to the City and the IDA as joint applicants.

2. **Agreement Is a Contract:** The Parties to this Agreement intend this Agreement to be a contract and to be enforceable as such. The contract shall be governed and interpreted according to the laws of the State of New York.

3. **Claims Against Non-Parties:** Nothing herein shall affect the right of any Party to pursue its rights, including, but not limited to, rights of contribution and indemnification, against entities not a Party to this Agreement relating in any way to the Environmental Conditions existing on the City Property and the IDA Property.

4. **Good-Faith Cooperation:** The Parties shall coordinate and cooperate in good faith with each other to achieve the objectives of this Agreement. Included within the duty of good faith is the duty of the IDA to periodically and timely inform the City of the activities they are undertaking to implement its responsibilities hereunder and of the City to periodically inform the IDA of the activities it is undertaking to implement its responsibilities hereunder.

5. **Dispute Resolution:** The Parties shall make all reasonable efforts to resolve informally any questions or disputes that arise in the implementation or interpretation of this Agreement. The Parties agree that, except as otherwise provided herein, prior to seeking judicial enforcement of this Agreement, they will engage in a mutually acceptable form of alternative dispute resolution (“ADR”), to be conducted in New York, for a period of not less than one month and not to exceed three months. Notwithstanding the foregoing, however, if (a) the Parties are unable to agree upon a mutually acceptable form of ADR within a period of one month from the date that the Party seeking enforcement of this Agreement so notifies the other Parties, (b) the ADR process fails to achieve a mutually acceptable resolution within the time period set forth in the foregoing sentence, or (c) the Party seeking enforcement of

this Agreement deems the circumstance to be an emergency such that it believes it necessary to seek immediate injunctive or other equitable relief, then, in any such event, the Parties retain their rights to seek judicial enforcement of this Agreement.

6. **No Admissions:** The entry into this Agreement shall not be deemed or construed as an admission by any Party of liability, fault or wrongdoing under CERCLA or any other statute, contract or common law. In the implementation of this Agreement, the Parties shall not be required to make any admission of liability to federal or state governmental entities for any purpose whatsoever.

7. **Responsibilities of the City:** In exchange for the promises and covenants contained herein, the City shall:
 - (a) Provide timely access to the City Property to any Permittee and Hudson Valley Lighting Inc., as the Assignee, for the performance of the IDA's Obligations in accordance with this Agreement. Notwithstanding anything to the contrary and without in any way limiting the foregoing, the provision of access shall include, but not be limited to: a license or privilege of entering upon the City property and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of engaging in predevelopment activities which activities may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and site evaluations as are reasonably required for an evaluation and remediation of the property and the prosecution of any applications for governmental approvals, and regrading as shown on Exhibit A.

- (b) As the Assignee, provide to Hudson Valley Lighting, Inc., or an entity wholly-owned by Hudson Valley Lighting, Inc. formed for the purpose of successfully completing the requirements of the Brownfield Cleanup Program for the remediation and re-development of the IDA Property including the portion of the City Property subject to the Pre-development Activities set forth herein access to the City Property and all rights and permissions to the full extent as required by the Brownfield Cleanup Program. In addition, the City shall provide to Hudson Valley Lighting, Inc., as the Assignee, access to all technical, environmental and other records relating to the City Property.
- (c) The license or privilege hereby given shall commence upon the execution of this Agreement between the Parties. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.
- (d) Cooperate with the IDA in the performance of its responsibilities pursuant to Paragraph 8 below.
- (e) Provide assistance for the re-development of the IDA Property, including the Access and Easement Areas, site investigation and remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The City shall provide assistance reasonably requested by the IDA and Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that

except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.

- (f) Cooperate with the IDA and Hudson Valley Lighting, as the Assignee, in securing additional funding needed to complete the re-development of the IDA Property, including the portion of the City Property over which an easement is being transferred to the IDA pursuant to this Agreement. The City shall provide support applications for funding from other sources in the form of letters and resolutions of support.
- (g) The City hereby agrees to enter into the Access and Easement Agreement with the IDA to provide a temporary construction and grading easement over the Access and Easement Area as shown on Exhibit A in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. Insurable title to the City Property as required for purposes of the Access and Easement Agreement shall be conveyed by the City to the IDA at or prior to closing subject only to such exceptions to title as the IDA may approve, which approval will not be unreasonably withheld.
- (h) The purchase price for the Access and Easement Agreement shall be the granting of a permanent access easement for the construction and maintenance of stormwater facilities by the IDA to the City over the portion of the IDA property as shown in the Access and Easement Areas in Exhibit "A" in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law.
- (i) The City will not accept additional hazardous wastes on the City Property from neighboring properties, and further represents that the City will take all reasonable and necessary action to prevent the City Property from accepting any and all hazardous waste found on parcels adjacent to the City Property, known as the Dupont-Stauffer Superfund

site and further represents that it will not request to re-open any records of decision in connection with the United States Environmental Protection Agency Administrative Settlement Agreement and Order on Consent for a Removal Action among E.I. DuPont de Nemours & Company, Bayer CropScience, Inc. (Successor-in-Interest to Stauffer Chemical Company) and EPA, Index Number CERCLA-02-2010-200X, effective October 4, 2010.

(j) The City shall not be responsible for the costs of the Pre-development Activities authorized under this Agreement.

8. **Responsibilities of the IDA:** In exchange for the promises and covenants contained herein, the IDA shall:

(a) Except as otherwise provided in this Agreement, implement all requirements of the Pre-development Activities, including, but not limited to, the survey of the City Property and IDA property.

(b) The IDA shall be responsible for the costs of the City's obligations as set forth in Paragraph 7.

(c) The IDA shall require that any of its contractors or subcontractors who (i) perform any portion of the Pre-development Activities at the City Property or (ii) enter onto the City Property shall provide the insurance coverages herein on the terms set forth, at their expense, Worker's Compensation insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the Work to be performed. The Commercial

General Liability Insurance shall be written on an ISO Occurrence Form (or equivalent). Except for Worker's Compensation insurance, the City shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of such contractors and subcontractors and not those of the City. Each policy naming the City as an additional insured shall not contain an "owned property exclusion" nor a "severability of interest exclusion."

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Prior to the commencement of the Pre-development Activities, the IDA shall require the contractors and subcontractors retained by the IDA or its assigns to submit to the City upon the City's request certificates of insurance evidencing compliance by such contractors and subcontractors with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the City with respect to its interests, (ii) it shall not be canceled, including without limitation, for non-payment of premium, or materially amended without thirty

(30) days' prior written notice to the City, and the City shall have the option to pay any necessary premiums and charge the cost back to the IDA.

If any insurance shall be provided on a "claims made" basis, all such policies shall provide that:

- (1) Policy retroactive dates coincide with or precede the contractors' start of the performance of the Pre-development Activities (including subsequent policies purchased as renewals or replacements); and
- (2) Prompt notice shall be given to the City of circumstances or incidents that might give rise to future claims with respect to the Pre-development Activities.

In the event that any contractor or subcontractor of the IDA is unable to fulfill any of the requirements under this subparagraph 8(b), the IDA shall confer with the City prior to engaging said contractor or subcontractor.

The IDA agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

The IDA hereby agrees to defend, indemnify and hold City harmless against any claims, actions and proceedings brought against City arising out of, in connection with and/or relating to Pre-development Activities on the City Property.

- (d) Pursue the re-development of the IDA Property, including but not limited to the Access and Easement Areas, site investigation, remediation and other pre-development activities with New York State DEC and local governmental agencies and other similar applicable parties. The IDA shall provide assistance reasonably requested by Hudson Valley Lighting in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the IDA and Hudson Valley Lighting shall have the primary responsibility for obtaining such approvals and cooperation.
- (e) Cooperate with the City and Hudson Valley Lighting in securing additional funding needed to complete the re-development of the IDA Property including the Access and Easement Areas. The IDA shall provide support applications for funding from other sources in the form of letters and resolutions of support.
- (f) The IDA hereby agrees to convey to the City a permanent access easement for construction and maintenance of stormwater facilities over the portion of the IDA Property identified in the Access and Easement Area as shown on Exhibit A in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law.
- (g) Provide the City with copies of all draft plans, providing the City with a reasonable opportunity to comment on such plans, and final plans and reports submitted to and approved by DEC and or any other regulatory agencies of the United States or the State of New York pursuant to the Brownfield Cleanup Program and the EDA grant award relating to the Agreement Areas and to the IDA and/or Hudson Valley Lighting's obligations.

(h) Cooperate with the City in the performance of its obligations pursuant to Paragraph 7.

(i) In the event that, following a period of thirty (30) days after the receipt by the IDA of written notice from the City that the IDA or any Permittee has breached this Agreement in some respect, within which period of time the IDA or any Permittee has the opportunity to cure such breach, the IDA or any Permittee has failed to fulfill any obligation of this Agreement, the IDA or any Permittee shall not oppose, and shall comply with, an applicable order by a court of competent jurisdiction, and shall indemnify, defend and hold the City harmless from any and all Claims that are based exclusively upon, and are derived exclusively from, any such breach of this Agreement and non-compliance with any such court order.

9. **Closing:** The closing of the transfer of title for the easements over the City owned parcel and IDA owned parcel shall occur at or prior to the closing between the IDA and Hudson Valley Lighting. Any and all closings shall be held at a location agreeable to all Parties. At the closing the City shall execute and deliver to the IDA a temporary construction and grading easement in recordable form and the IDA shall execute and deliver to the City a permanent access easement for construction and maintenance of stormwater facilities in recordable form as provided in this Access and Easement Agreement. Each Party shall be responsible for all taxes, assessments and water and sewer rents accrued against its parcels as of the date preceding the closing date for the conveyance. Each Party shall be responsible for all taxes, assessment and water and sewer rents accruing against the conveyed parcels on and after the closing date for such parcels. Each Party shall pay and be responsible for any and all real property transfer and similar taxes.

10. **Authority, Access and Term of Agreement:** The City represents that it is the sole owner of the City Property, and has the authority to grant the access rights and other rights as set forth in this Agreement, and further represents that, to the best of its knowledge and information, there are no unrecorded liens, encumbrances or rights of others that could affect any Permittee's access to, or right to use, the City Property as provided for herein. The IDA represents that it is the sole owner of the IDA Property, and has the authority to grant the access rights and other rights as set forth in this Agreement, and further represents that, to the best of its knowledge and information, there are no unrecorded, liens, encumbrances or rights of others that could affect the City's access to, or right to use, the IDA Property as provided for herein. This Agreement shall terminate at the later of the closing set forth in paragraph 9 herein or the successful completion of the remediation of the IDA Property through the DEC Brownfield Cleanup program and the final close out of the EDA grant.

10. **Reservation of Claims:** Notwithstanding anything to the contrary contained in this Agreement or otherwise:

- a) In return for the performance of the commitments made and the consideration given in this Agreement, the City and the IDA each agrees to forgo any and all Claims against each of the other Party, so long as such Party is not in breach of this Agreement, as determined pursuant to Paragraph 5 (Dispute Resolution) or any judicial enforcement of any such alleged breach, and has not cured any such alleged breach within thirty (30) days of receipt of a written determination rendered pursuant to Paragraph 5 or any final judicial determination.

With copies to:

Jacobowitz & Gubitz, LLP
P.O. Box 367
158 Orange Avenue
Walden, NY 12586
Attn: John C. Cappello, Esq.

12. **Enforceability:** Should any provision of this Agreement be deemed unenforceable for any reason, the remainder of this Agreement shall continue in effect so long as the purpose of this Agreement is not nullified by the absence of such provision.
13. **Entire Agreement:** This Agreement reflects the entire agreement among the Parties as to the same subject matter, and, except as otherwise provided in this Agreement, all prior agreements, understandings and commitments are merged with and into and superseded by this Agreement. This Agreement can be amended, including, but not limited to, an expansion of the Agreement Areas for the performance of the Parties' Obligations, restated or supplemented only by a written agreement signed by all Parties. This Agreement may be executed in counterparts, all of which together shall be the original Agreement.
14. **Non-Assignment:** The rights, liabilities and obligations under this Agreement shall not be transferred or assigned by any Party unless each Party shall give prior written consent for such transfer or assignment, except that the IDA may assign some of its rights, liabilities and obligations under this Agreement to Hudson Valley Lighting Inc. or an entity formed by and wholly owned by Hudson Valley Lighting Inc. for the purpose of entry of the IDA Property into the DEC Brownfield Cleanup Program. The City agrees that such assignment shall be without recourse to the IDA for those obligations so assigned; the Assignee shall be

Dated: _____

CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Its:

STATE OF)

) ss:

COUNTY OF)

On the _____ day of _____, in the year 201_, 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

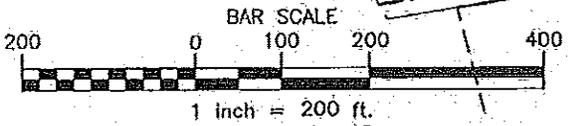
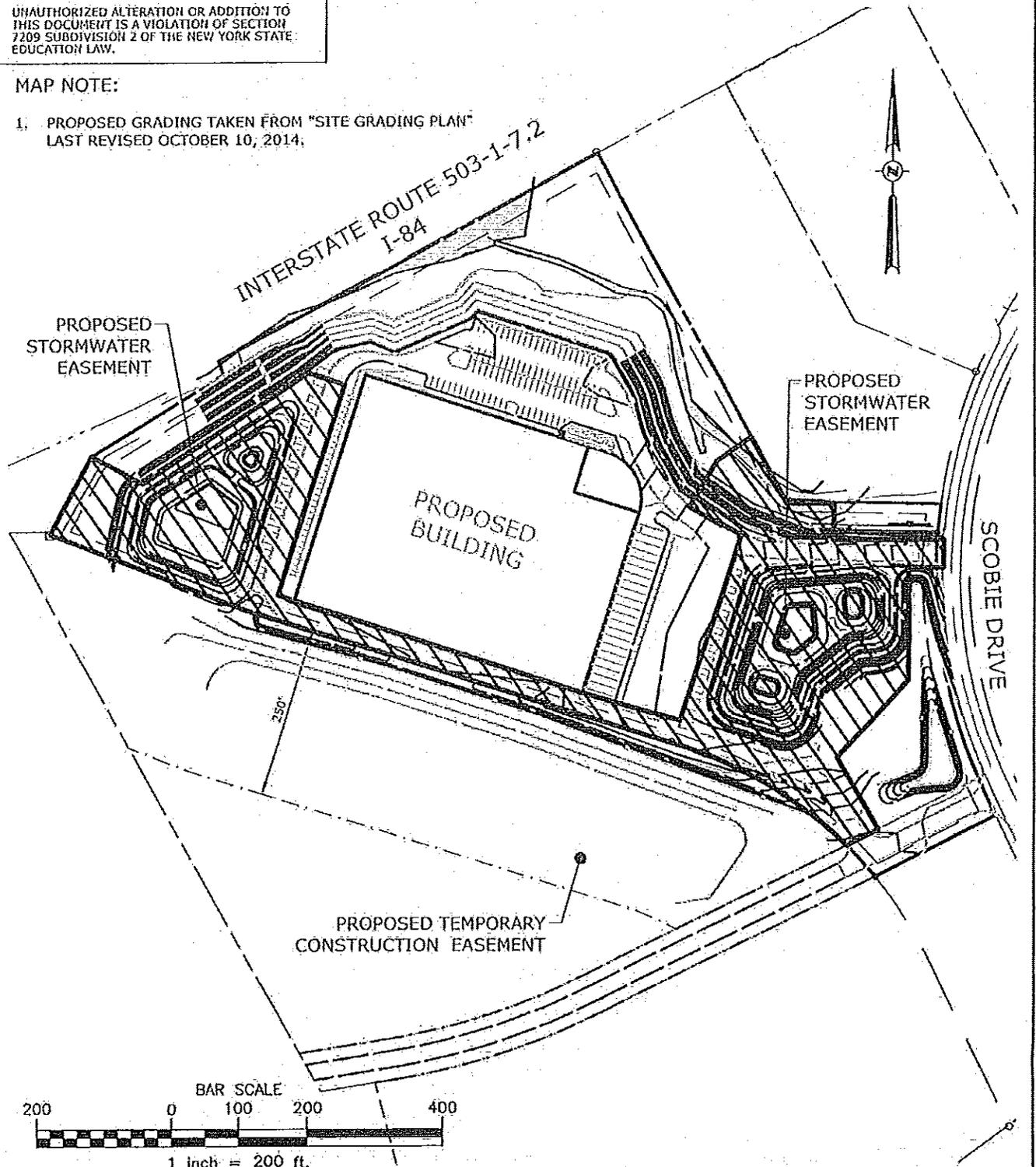
Dated: _____

NONE XREFS

UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

MAP NOTE:

1. PROPOSED GRADING TAKEN FROM "SITE GRADING PLAN" LAST REVISED OCTOBER 10, 2014.



CAD DWG. FILE NAME: K:\Projects\133061\Survey\Drawings-Maps\EASE-ACCESS_CONSTRUCTION_ENT.dwg

Date	RECORD OF WORK	Appr.	EXHIBIT MAP ACCESS AND STORMWATER EASEMENT AREAS 5 SCOBIE DRIVE BCP REDEVELOPMENT PROJECT	
			CITY OF NEWBURGH	ORANGE COUNTY, NEW YORK
Drafter: SMW Checker: JFC			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	
Appr. by: _____		Proj. No. 13.3061		
SCALE: 1"=200'			DATE: OCTOBER 16, 2014	



OLD BUSINESS

Councilwoman Holmes said that at a prior meeting Councilman Brown talked about naming a part of Chambers Street after Julius Robinson and she wanted to know if they have to do a resolution for that.

Mayor Kennedy responded that yes they would have to do a resolution.

Councilman Brown said that he was speaking to the wife of Julius Robins recently and he is waiting for her to give him the name she wants on that sign. As soon as he receives it he will share it with the Council.

There being no further old business to discuss this portion of the meeting was closed.

NEW BUSINESS

There was no new business

PUBLIC COMMENTS REGARDING GENERAL MATTERS

Gordon Powers, City of Newburgh, said that about one month ago the business leaders on Lake Street came to the Council with the problems they were having due to the closing of the Lake Street Bridge and he wanted to thank everyone who has gone over there to see and do business with them. He noted that a temporary bridge is now being installed so he wanted to thank the Council for a job well done.

Christine Bello, City of Newburgh, thanked Councilman Brown for taking her concern regarding the tax rate and trying to secure an answer for her. She asked what has changed over the last two years that the rate per thousand dollars of assessed value for homestead and non-homestead property is not published with the Proposed Budget because in every Budget that she worked on it was there. We have to have these figures before the Public Hearing because we have to know how this Budget is going to affect our personal out of pocket expense. She added that she would like to know why the Budget Work Sessions are scheduled at three o'clock in the afternoon when the only people who can attend them are the people who are fortunate enough to be retired. This is a government of the people and the people fuel and fund the Budget so these Budget Work Sessions should be when it is convenient for the people. She wants to be here to see her elected officials at work and see who is fighting for the taxpayers and who is not. She is entitled to that so she thinks that it is shameful that they are scheduled for the afternoon.

Yaakov Sullivan, City of Newburgh, asked if any of the Council members might be able to give an update on the current status of Tyrone Crabb Park. Activity is going on there so he would like an update of its current status and when the work will be completed.

Destiny McMillan, City of Newburgh, believes that they should have more opportunities for teens in the area of academics such as college tours, leadership programs, internships and tutoring. She takes honors classes and it's a lot of work so she thinks that they should have more opportunities because she hasn't seen a lot.

Janet Gianopoulos, City of Newburgh, told the young lady who just spoke that she could contact either of the Colleges or the Counselors at N.F.A for the information she is seeking. She told her if she does well in High School that she could get up to \$14,000.00 a year towards her College expenses. She noted that there was a trial run of the Swagit Videos online and a question was asked at the Work Session about Code Enforcement and the Fire Chief answered but it was inaudible so she would like to know what was said. Other than that she thinks that we are on to something with this and she appreciates that they have started covering the Work Sessions as well as the Council Meetings because the working folks can't always get to all of the meetings.

Kippy Boyle, Grand Street, said that at the Work Session we learned that there are fifty firefighters who have been trained and are able to write Code Violations and the reason that topic came up was because they were talking about the proposed legislation on Tobacco

Licensing. Since many of us were concerned that current Codes are not being enforced someone on the Council asked if there were other Code Enforcement Officers and Chief Vatter responded that they have about fifty trained firefighters. There are evidently fifty one or fifty three retailers in the City and within the one thousand perimeter range there are twenty one or twenty three so with effective management if they did three retailers per day that project could be finished in three weeks. Why don't we consider having them do that before we do legislation?

Barbara Smith, Powell Avenue, said that because this subject comes up so many times with regard to sidewalks and the responsibility of sidewalk repair she asked if someone could speak to the audience and clarify to them what the City is responsible for with regard to the repair of sidewalks and what the homeowner is responsible for. That way we can get away from CDBG funding that is limited.

Lillie Howard, City of Newburgh, asked the Council what the status is of the Police Community Relations Advisory Board because since 2007 there has been discussion on it but she has not seen anything come forward yet. She also asked what the status is with cameras being put on the police cars and have any of the issues mentioned in the study done several years ago regarding the Police Department been implemented? Who appoints people to the Newburgh Housing Authority? Is it the City Manager or the City Council? She would like to know that taking into consideration the madness that is going on with the Housing Authority right now. To the City Manager she said that a friend of his said that Lillie Howard is a troublemaker and she wants him to know that she is not a troublemaker; she is a trouble shooter.

Sheila Murphy, City of Newburgh, said that they hear what a good job the City Manager is doing and she would like to have a public hearing explaining where the City Manager is taking our City. What does he plan on doing for the future of our City and also it was in the newspaper that he is getting a \$5,000.00 raise and she would like to address that because the only thing she hears him do is read the resolutions. She wants to hear what he is going to do for the people, the homeowners and the residents.

Chris Hanson, City of Newburgh, said that he sees a side of Newburgh that not everyone here sees. He deals with people on the outside who are looking in and there are a lot of people coming to Newburgh who are probably more excited about this place than we are. Contractors were mentioned earlier regarding roofs and every week he gets calls from Banks asking him for Contractor names because they know that the whole future of the City of Newburgh for them is going to be renovation loans and they don't have enough Contractors to do it which scares them. There is more happening here on the positive side and a lot to be excited and ready for.

Chuck Thomas, City of Newburgh, thanked all of the members of the Council, Mayor and City Manager for the renewed sense of optimism that all of us are feeling about this City. They have made great progress and great strides this year and he sees a renewed sense of optimism and enthusiasm which he thanked the Council for.

Roxie Royal, City of Newburgh, said that she would like a more complete report from the Comptroller because they should know if the taxes are going to be raised. Taxes are being raised on the assessments and we all know that our properties here are over assessed. She also thinks that when these projects are being brought forth in the City of Newburgh that our City Manager should give a report on what he is doing and what he thinks about it. The residents should be given some explanation directly from the City Manager instead of the Mayor. She added that they would like to know what *"The People's Waterfront"* is all about.

There being no further comments this portion of the meeting was closed.

COUNCIL COMMENTS

Councilwoman Abrams told Lillie Howard that she has appointed her two people from Ward 2 to be on the Police Community Relations Advisory Board and she hopes that everyone else on the Council will appoint their two people very shortly so that they can get started. A few people asked what Chief Vatter said at the Work Session when he pointed out that some firefighters can do Code Enforcement. He said that there were fifty but that was just off the top of his head and they received an e-mail stating that the number was more like thirty but that is still a lot of people who can go around to do Code Enforcement so she would like to see that get started right away also.

Councilwoman Angelo said that she is very upset about Mr. James Slaughter being fired last Thursday. He has been very busy working on marketing our City and he had a Supermarket going into the Rite Aid building on Lake Street so she doesn't know who is going to pick up for him now. She told the City Manager that this is in process now so we can't lose it and on Broadway Mr. Capilleti has a building where a new hardware store is planned for the old electric store. She added that Stewart's at the City line has been there for fifteen years and she just found out that they are closing on November 1st because he is having problems with the taxes. This makes her want to cry because people walk to this store from all around the west end and he has become such a wonderful neighbor to them. She doesn't think there is any way that they can curtail him from leaving but she plans on talking to him personally. She noted that our area transit bus will be adding two more buses with more routes throughout the City. There will even be buses going down on Marine Drive to the Waterfront to pick up passengers. She encouraged everyone to go over to Lander Street to see the beautiful paintings on the boarded up windows. They are calling this project "Windows on Lander" where there are about five houses with approximately fifty-four different paintings on the wood. She added that they are going to have "Trunk or Treat" where people are going to park their cars at Delano-Hitch and open their trunks so the kids can go around and pick out what they want. There will be decorations, treats and goodies for all of the kids which might be a more sensible way to do things. Also, the Library is sponsoring OrangeREADS Unbroken and a salute to Veterans by collecting items that could be sent to the Veterans. She has a list of the supplies they need such as canned goods, toothbrushes, toothpaste and things like that and they will be accepted through the November 9th deadline. She said that she feels very bad about Greatway Tire because they are moving out and told the City Council that they need to amend that Ordinance. They should not be issuing tickets between 4:00 p.m. and 6:00 p.m. because the City closes down at 4:00 p.m. and it is not fair for the public to have to pay a parking ticket after that hour. She doesn't care if we need the money as we will never save the City on what we make on parking. There was also an issue with parking in the parking lot because if you are not parked in between the white lines you will get a twenty dollar ticket. If someone wants to come into the City to do some shopping, what can we offer them? She asked the Council again if they could think about amending this for the welfare of the people that live in this City and she thanked everyone for coming tonight.

Councilman Brown said that he agrees with the residents who came forward and spoke about the Budget meetings and the times. They don't have time enough to reschedule the one for tomorrow but maybe Council can change the one for Thursday to a different date and time to allow more people to participate. He thanked everyone for coming and wished them a good night.

Councilwoman Holmes thanked everyone for coming out and added that we do Internships here for students taking US Government classes and Congressman Maloney, Skartados and Senator Larkin also have Internship Programs for N.F.A. students. She added that she appointed her two people from Ward 4 for the Police Community Relations Advisory Board and noted that the City Manager is the person who appoints members to the Newburgh Housing Authority. In regard to the Sidewalk Program, what she knows from CDBG is that homeowners do have a program where you pay half of the cost to repair the sidewalk. She added that she remembers in Ward 4 at Mt. St. Mary's College when the City Manager first came he did give a presentation on how he wanted to move forward with the City. She knows that was advertised in the newspapers and that people attended so maybe he will have another one soon. She thanked Chris Hanson for his comments because it has been a challenge to find local Contractors for our projects and they have been diligently working to do that so that we can get people from our City employed. She thanked everyone for the positivity that they put in the room tonight because it really helps when you are sitting on the Council.

Councilwoman Lee thanked everyone for coming out and said that our infrastructure is pretty old and outdated. She knows that on Forsythe Place and particularly her house sits on a spring. What she finds disturbing is that we pay for our sidewalk repairs yet our sidewalks have been damaged by the infrastructure so she would like the Council to look into who should pay for that. She doesn't know if they should do it based on eligibility for funding but they should consider that sometimes it is the roots of the trees that grow and push the sidewalks up or crack them and sometimes its running water like with her situation. The houses on Forsythe Place all have water underneath them and a couple of her neighbors have constant problems with floods. This is something she thinks they should look at because they are not damaging the sidewalks it's the items that the City is responsible for like the trees and the infrastructure that's causing the damage. She doesn't know that the homeowners should be responsible for these repairs. It is quite costly and many people don't qualify for the funding and if they do it is so much rigmarole that most of the time they just throw their hands up and say never mind.

Councilwoman Mejia thanked everyone for coming tonight and said it is a pleasure to see everyone here. She noted that we have new nifty cameras that have been installed so you can livestream and watch the meetings online but she said not to let that deter people from coming because it is always better when they are here. Updates in terms of the Parks and Recreation she said that with the Newburgh Landing Dock they will be starting the survey for the design development and that should be ready around February so that is coming along. She told everyone to keep a close eye on it because it is going to involve a lot of public input and it is a great and important development for the economic and tourism

impact that that Landing Dock will have for our City. In regard to Audrey Cary Park and building on the feedback that they received earlier about the maintenance they have started the initial cleanup and she thanked DPW and the residents around that block because they have been doing a stellar job keeping it presentable and a place that our kids can play. She noted that there is an orange net currently around the playground equipment because they are trying to do an upgrade to the foam boards that were there which constantly get moved. It was still under Warranty and thanks to Courtney Kain for bringing that to their attention so they will not have that added expense. In regard to the Tyrone Crabb Park, everyone deserves a hand around that because here we are three decades later and we are moving forward. Big kudos to DPW because they have really taken on the brunt of this project to give us a Park that fits our Budget but still honors the promise that was made to the community. It has been leveled and electrical work has been done so it will be properly lit and she believes that concrete will be placed between today or tomorrow so it is coming along. You can start to see the path and the shape of it and limited water capabilities have been added to water the plants that will be there although it will not be the underground fountain that they had originally envisioned. She said that she will do a write up with Courtney Kain and George Garrison as to exactly what was done and when it was done and if there was something in the original design that was changed why the decision was made one way or the other. In terms of infrastructure improvements and Code Enforcement, on the street improvement aspect people might have noticed that DPW has been out the past few weeks filling potholes so if there is a pothole near you please use the City's Website to report it. Pretty soon they will make the announcement when that nifty App will be available so that people can do it right off of their Smart Phones. The South Street portion of the sidewalk was fixed between Grand and Montgomery Street adjacent to the Tyrone Crabb Park and what a difference that has made in that area. In regard to the infrastructure, we all heard about the Bridge that is coming along which is really great. Around the Code Enforcement she has three properties on her list for today so for a quick update the one on Broadway and Chambers she thanked all of the residents on Chambers Street for their patience because they have officially blocked that street for the past four to five weeks. She knows that this is a huge inconvenience and they are working diligently to try to remedy that. They have requested a report from the property owner as to the status of the building and it's coming along but it needs to move faster so she asked if there was a way that she could help with that. The other property is 302 Liberty Street which is a roofing issue that has been going on for over a year. It is really an eyesore to the residents on the Montgomery Street side and it also has an economic impact because it abuts one of our Bed and Breakfasts. We are in the Fall so with the leaves falling off the trees you can actually see the property and the damage which has an economic impact on that particular business owner that we need to move on. The last update that she received on that was around the beginning of the Summer when the Codes Department was moving along with enforcing and having discussions with the property owner so she needs to know what the current update is. The other property is 251 Powell Avenue on the corner between Powell Avenue and Gidney Avenue which has already been reported. She noted that she is just trying to interject into some of the policies that we have with our Codes Department if the abatement process is stuck. We can have all of the Code Enforcement Officers that we want and that we can afford but if the workers are not available at DPW to abate the properties then we are not really moving forward. DPW has those positions that have been budgeted for that they need to hire and we need to

move on that because those properties have to be abated. In the meantime, she went by there earlier and the door was wide open and there has been a lot of damage inside the house. It now has a sofa in front of it and every single window is broken so let's give DPW the proper staffing for their abatement process. She wanted to talk about development without displacement so for a quick update on the Distressed Property Task Force you can find all of the documents on the City's Website and the next meeting is scheduled for December 4th. One of the things that came out of this Distressed Property Task Force is how do we improve Landlord and Tenant relationships so they were invited to the Landlord Association Meeting which three Council members attended and it was a very productive discussion in terms of where they are with their concerns and how they see the City moving forward. She said that the rest of the Council should take them up on their offer to attend one of their meetings because they are some of our investors here and they do have a stock in how we look and feel and how we treat our community members. In regard to the Land Bank, the notes of their last meeting can be found on their Website and there is a collaboration with the Safe Harbors to create and develop a plan that will do forty units around rental housing here in the City. That proposal is being developed as we speak and as she receives details she will share them with the public. To end on what Chris Hanson said she is still super stoked about where the City is going and what our potential is. Councilwoman Angelo spoke about the Lander Street Window Project and what a difference a little bit of paint makes and that same day we had a film facade which was projecting images onto walls here in the City. There was such an energy there with individuals hanging out in a parking lot watching images and a food truck with music. The discussions that took place and the dreams that were shared made it just the coolest thing ever. That is the kind of community that she envisioned for this City and she thinks that everyone who comes to these Council meetings feels that way and wants that so we need it. To her that is what support looks like and we all have different ways of interacting with one another but we have to be respectful of how we give each other feedback. That is one of the things that she thinks we all want to go ahead and do and she is very happy and proud to have served what is going to be her first year. It is a treat to her and she welcomes feedback as her motto has always been, *"As long as no one physically touches me, I will be ok"*.

Mayor Kennedy thanked Councilwoman Mejia for taking about half of what is on her plate and for that great update. Someone asked about sidewalks and in general it is the homeowner's responsibility for their own sidewalks. That is how it is in most cities and in the HUD fund they have the opportunity for people go get 50/50 funding but in general it is the homeowner's responsibility to maintain their own sidewalks. In regard to Contractors, she ran in to three people on Saturday that needed Contractors and she doesn't know who to refer them to. We need good Contractors in this City that are bonded and available so if anyone knows about someone who is willing please let them know. She thanked everyone who has come tonight because this energy is important to keep moving this City forward. To Ms. Royal she thinks that we do need to understand more from the Comptroller what the taxes are and they probably need an estimated homestead and non-homestead rate which is a reasonable thing to do. In regard to changing the time of the Budget Work Session, she suggested changing it from 3:00 p.m. to 5:00 p.m. to 7:00 p.m. to 9:00 p.m. She reminded everyone that there is a curfew on Halloween night and she wanted to thank Decora from Groundworks for the art work that was discussed earlier because it is absolutely terrific.

She added that there is a public hearing concerning the new bus routes which she believes is this Wednesday so if anyone is interested about the bus routes please come to give your input. She suggested that the City Manager and maybe Community Development could go talk to the owner of Greatway Tire to see what his issues are. She has been in to speak with him and she thinks it would be a great gesture on the City's part to go talk with the owner. In regard to dumping, we have people coming into this City dumping over and over again on the same property. The Landlord gets a violation and cleans it up then next day they dump it again. On the properties that are getting this continuous dumping she suggested some sort of mobile cameras be placed there and do some kind of a stakeout. She has no sympathy or compassion for the people who are doing this and she wants them caught. She thanked everyone for coming tonight and let's keep this City moving forward because there is a lot of positive energy here.

There being no further business to come before the Council the meeting adjourned at 9:00 p.m.

**LORENE VITEK
CITY CLERK**