

A regular meeting of the City Council of the City of Newburgh was held on Monday, July 11, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Rev. Jesse Howard followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

Present: Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford - 7

COMMUNICATIONS

Approval of the minutes of the meeting of June 13, 2016

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Carried**

City Manager Update/ Water Update Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento/ Actualización del Agua

City Manager, Michael Ciaravino said that for the month of June the Fire Department responded to three hundred calls including three building fires that were all ruled as accidental. The Fire Prevention Bureau has been busy performing commercial and rental inspections and for the month of May they completed twelve vacant inspections and one hundred seventy four commercial inspections. The violations totaled four hundred and seventeen for the month of June and for July they will continue with commercial inspections on a street by street basis until complete. The new Fire Boat has been delivered and training is currently underway. At this time we have enough firefighters trained to leave the boat in service for all shifts and since going into service on July 1st they have already handled five calls on the river. He reminded residents to report any open hydrants because an open hydrant without a sprinkler cap leaves us without enough hydrant pressure during a fire. The Department of Public Works has been handling a number of emergencies and plans are scheduled for paving of the streets that were outlined but over the weekend some sinkholes were discovered. One is at Washington and Colden Street which is causing the street to sink so we will need one hundred and twenty feet of new pipe to be installed and approximately eighty feet of roadway and that work is underway. We could go to an outside Contractor but that would cost a lot more money so

we want to perform as much of the work in-house as possible. At Grand and Broad Street a sinkhole was discovered as well as at Renwick and Colden Street. On Henry Avenue between Lander and Monument Street and on Carpenter and Third Street there are additional sinkholes and you will see work begin shortly in those areas. DPW has also been cleaning up properties and the School at Liberty and Renwick, which has been an eyesore for a long time now, and they hope to have a report on that soon. It has been in disrepair for a long time now and it is time to proceed forward. A notice went out many months ago to the owner that we will exercise our right to revert on that property so some progress has been made. There has been a lot of discussion about a couple of intersections in the City and the one at Liberty and First Street has been marked off with a *No Parking* area as well as other critical safety related improvements to make it safer. It is our goal to address the matters that citizens have brought to our attention. The Recreation Department has many items on the Agenda for tonight that relate to the Grant writing efforts led by Derrick Stanton and his team. The basketball courts at Delano Hitch were finally completed and they are going to continue to improve the Park by adding new bleachers as well as repairing the lights and running track. Summer Camp is in its third week and is going well. There is still room for additional campers so if anyone is interested just stop to register and the Camp will end on August 5th. The Pool is open to the public Monday through Saturday from 12:30 P.M. to 2:45 P.M. and from 3:30 P.M. to 5:45 P.M. and will close on August 26, 2016. In our age ten and under and twelve and under travel basketball teams we continue to play in the Summer League both in the Bronx and Brooklyn. The twelve and under team is four in four for the season while our ten and under team is one in six. He spoke about the work to bring us the best, cleanest and purist water they can to the City of Newburgh. For a number of weeks we have been drawing entirely off of the Catskills Aqueduct for our water and we have altered our chemical treatment profiles to utilize this water to deliver the purists, cleanest, healthiest and safest drinking water they can and his promise is that they will continue to do so. The water we are drinking has no PFOS or other emerging contaminants that we have become aware of and he will keep us up to date as we move forward. In reviewing the State Pollutant Discharge Elimination System (SPDES) he has learned that some of the critical streams that come from above Washington Lake at the Airport are misclassified. He doesn't know for how long this has been the case, at least for a decade, but any time there is a stream that goes to a drinking water source it should be a Class "A" Stream. What they have discovered is that all of the streams that relate to the Air National Guard and at Stewart Air Force Base are misclassified as Class "C" and Class "D" Streams. Class "C" and "D" Streams feed bodies of water that don't ultimately result in providing drinking water to a community. He sent a letter to the New York State Department of Environmental Compliance informing them about what we have discovered regarding this misclassification of tributaries to Newburgh's drinking water and he hopes to get that letter posted on our Website shortly. They are working with our partners at the State and hope to have progress in terms of the final decision for the reimbursement that will come so that there will be no surcharges to the residents for the drinking water that we are now drawing from the Catskills Aqueduct. There is a tremendous spirit of cooperation and he hopes that this continues moving forward. The next critical thing, in his opinion, is that this needs to be properly identified and designated as a Class "A" Stream. This may account in some ways with how this PFOS occurred in the first place because if it had been properly classified as a Class "A" Stream then some of the discharges may not have been allowed to occur. He informed everyone that on June 20th, after we had conducted an investigation on the watershed, the State investigated a granite cutting business up by Route 300 as some of

the chemicals that have been identified in our water and we have not been able to determine the source. He is not a Chemist but what he has learned is that when you cut granite certain radioactive emissions occur and there is one contaminate called strontium which has been detected in previous water samples and we have asked the New York State Department of Environmental Control to examine the relationship between this granite cutting concern and some of the other contaminants that have yet to be identified in our drinking water. At some point we hope to go back to Washington Lake so as we discover these things we want to make the New York State Department of Conservation as well as the residents and City Council aware of it. There are a number of other items that we have asked for involving the investigation of our storm water outfalls feeding Washington Lake and the creation of an accurate map showing all the ways in which water runs downhill into Washington Lake. We are also asking the New York State Department of Health to assess what current threats may exist with our drinking water so that we know what concerns we need to attend to. This may involve training for local healthcare providers and appropriate laboratories to run the tests. These are not irrational concerns and we just want to rule out whatever possibilities exist. They will continue to work as a team to provide answers to all of our questions as they emerge and there will be additional updates. The City's Website will share both his correspondence to the various regulatory agencies in the State of New York as well as their responses as they come in.

PRESENTATIONS

Certificates of Appreciation

The City Council presented Certificates of Appreciation to the City of Newburgh Police Department, Fire Department and Department of Public Works to show appreciation and acknowledge their efforts at the 2016 Newburgh Illuminated Festival.

Proclamation Honoring Ms. Odell Ross

The City Council presented a Proclamation to Ms. Odell Ross in honor of her years of devoted public service to the people of the City of Newburgh which sets an example of integrity, honor and loyalty for all.

Comptroller's Monthly Financial Report

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Omari Shakur, City of Newburgh spoke about Item #6 for Certificates of Appreciation to the Police Department. We have events going on around the Country and they have been killing people. We had a couple of incidents here in the City of Newburgh the past couple of weeks. A young man was arrested here in Newburgh and there was an altercation. One of the family members said that they saw the video with the Police Chief and when this man was arrested he was punched and they used a Taser on him after he was put into handcuffs. That is excessive force so why isn't this Officer being disciplined? There have been two or three incidents in the community where officers have beaten people and if you let that happen we will be down here soon for another one of our children dying. This is illegal and our police are out of control. If the Police Chief saw that happen and he didn't discipline that Officer, then the Council needs to do their job and discipline him.

Mayor Kennedy asked for a Suspension of Rules of Order because there is a lot of passion around a topic that needs to be straightened out.

Councilwoman Abrams moved and Councilman Harvey seconded to suspend the Rules of Order.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford, Mayor Kennedy –
7

CARRIED

Mayor Kennedy said that she would like to clear this issue up as soon as possible.

Rasheda Worth, Director of Cultural Affairs for Life Stations Centers of Excellence said that the Patterson we are speaking about has a brother who works for a team under the SNUG Program. After meeting with the mother and the brother they have come to the conclusion that there are no lawsuits being brought against the City. They were satisfied with information received regarding this incident. She fights for the community and she is for the truth and what is right. We have to make sure that in finding justice, fighting for justice and doing the right thing that we have to have understanding and clarification before we react. Sometimes we react without all of the facts. Life Stations is for the elevation and progression of Black men and Black families so trust her when she says there was no situation.

Councilman Harvey told Ms. Worth that he is just trying to get the facts. If there was a video and a situation where there was police brutality then it was unknown to him and his colleagues. They are fully aware of what is going on in our Country but as far as they know there is no issue with police brutality in the City of Newburgh in terms of the Patterson case. If there is an issue beyond that then they want to hear about it.

Ms. Worth said that they would hear about it and she would probably be one of the people at the microphone. She is here tonight with the CCIP Team Program Manager. CCIP is the Community Crime Intervention Program and they are on the streets trying to bring down the violence. They are not political and they have no affiliation with the police department. They interrupt the violence in hot zones where a lot of the crime takes place and they are on call all the time. She added that Nicholas Patterson is the brother of the person who was arrested recently and they represent Nicholas. After speaking to Nicholas and his mother, going to the Hospital and speaking with Chief Cameron they are satisfied with the information that they collected.

Mayor Kennedy asked Ms. Worth if she saw the video.

Ms. Worth responded with a “yes”.

Mayor Kennedy added that the family saw the video as well as the CCIP Team.

Ms. Worth noted that she and a member of the family, Nicholas Patterson, saw the video.

Karen Mejia said that this incident occurred on Wednesday and one of the things that she is proud of is that in the last two years we have made great strides to implement and put into place structures that are able to create a safe space for conversations that need to take place when incidents like this happen. We have the Police Community Advisory Board which is available to citizens to put in their concerns and under the leadership of Chief Cameron we have implement body cameras. Someone reached out to her about this incident and her response was to let her find out from Chief Cameron. He then followed up and made sure that the family had been contacted and created a meeting to watch the video within a twenty four hour period. She also watched the video and any altercation is very difficult to watch but she was very proud of our Police Department and she is happy that Mr. Patterson is safe and sound with his family. As a community she asks that everyone take that leap of faith and know that we have systems in place that we can use such as the PCRAB Committee. There are still seats available on this Committee so if anyone has concerns or wants to be part of that they can reach out to the Council or City Manager’s staff.

Ms. Worth said that she sat on that Board before and it is the best way to get your complaints in.

Mayor Kennedy added that we have this intervention program with the CCIP Team which is a grant that came from the State and we have intervention programs through the Police Department. We also have the Police Community Relations Advisory Board and it might not be perfect but we are working on it. She acknowledged that we had a Moment of Silence for all of those who died in senseless killings in Missouri, Baton Rouge and Dallas and there is a lot of passion around that but she hopes that we don’t bring that violence into the City of Newburgh. Here in the City of Newburgh with this Council and this Administration the answer is that we have to work together because everyone here in this City is important. All of these children sitting here tonight are very important so the Council is committed to making sure that we have a safe city.

Cynthia Brunson, City of Newburgh said that she has lived here for fifty-four years and has never endured such hatred in this World that is going on today. There are police officers that are harassing innocent people. She pays her taxes and minds her business but when she sees someone in distress, she calls the police department for help. They came to her house and harassed her Nephew for sitting on the porch where he lives. When she asked them what the problem is she was told, *“As long as he’s here we are going to be here”*. *“If that’s not harassment then I don’t know what is.”* When you go to make a complaint, they don’t want to hear it. There are police officers who are very sarcastic with their mouths and if you try to get smart back with them then you get arrested. There are officers on the force that are bothered by the color of someone’s skin and it’s sad that we have to live like this. If we don’t come together and do something about this then the same thing that happened in Dallas will happen here.

Councilwoman Abrams moved and Councilman Harvey seconded to return to Comments from the Public Regarding the Agenda.

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

CARRIED

Beatrice Harris, City of Newburgh questioned on item #'s 23, 25, 26, 27, 28 & 29. Most of these Grants are coming from the Orange County Youth Bureau but the one that stands out the most is the Youth Violence Prevention Initiative. If there was a Youth Violence Prevention Initiative, we would not have the highest rate of inner city youth violence. Many people here are concerned about their children and there have been fights, ambushes and a high rate of suspensions. With all of this money that is circulating around, is it truly helping our inner-city youth? Where is it going? According to her records the Orange County Youth Bureau has been supplying the City with multiple funds but nothing has changed. Hate and rage is growing in our children and when they become adults there will be crime. These children don't have much to look forward to in the City of Newburgh so make sure these grants are going to the right places.

A young resident of the City of Newburgh said that she is worried because she doesn't want anyone to get killed in the City of Newburgh.

Gabrielle Hill, 93 Ann Street, spoke on item #'s 24 and 25 regarding Grants. She is not sure what the detailed plans are but the crime doesn't seem to be reduced. When she grew up here in the City of Newburgh there was more police and community interaction. We need to make sure that there is a lot more interaction and there needs to be a connection. There also needs to be more money for our youth to have something to do. She is concerned about children that live downtown because all of the activities are uptown and a lot of these kids can't get there. Perhaps some buses could be donated to get these kids to the activities uptown or plan some more activities for the downtown area.

Sheila Murphy, City of Newburgh questioned item #'s 17, 18, 23, 24, 30, 31, 32, and 33. On #17, where is this money going? On #18, what did this Church do for the community? On #23 and 24, is it possible that this Grant could help some non-profit organizations and collaborate with the police to keep kids out of trouble? On #30, what did this Church do for the community? On #31, she has a problem with the Boys & Girls Club and a lot of people complained that the people in the City of Newburgh can't even go there. They used to have programs to help low income families send their kids to Camp but now it costs almost \$600.00 so why are we providing them with money when we have non-profit organizations that we are not giving anything to. On #32, who is Hudson Valley Paperworks and why are we giving them money?

Leonard Lee, Head Coach of the Hook Elite Boxing Club said in regard to item #23 that they service at-risk, less fortunate youth. They had an event last year called The Newburgh Boxing Championships at the Recreation Center but they have come up short this year so he is asking if the City can help them out. They are about \$3,000.00 short with the Awards so they are asking for some help. Five years ago he started with nothing but now they have represented the City of Newburgh in a lot of different states over the past few years. He is trying to keep this Newburgh Boxing Championship going but right now they don't have the funds to buy the Awards so they are asking for some help from the City.

Mayor Kennedy said that they should speak about this following the meeting to see what they can come up with but they have to follow the process and rules.

Councilwoman Rayford said that Mr. Lee has been doing this a long time and he needs not only financial support but also Council support. He does this from his heart with the kids in mind so we should help him.

A resident of the City of Newburgh spoke about item #31 and safety in Newburgh. It is summer time and the streets are dirty. The Park is dirty and the fish are dead so it stinks.

We need to get it together because it's not about money it's about life. He wants to see more police visible at night and he complained about the Nurses at the Hospital leaving cigarette butts all over the ground. Newburgh used to be so clean and beautiful so we have to get it together.

Tharicia McZorn with Life Stations Center of Excellence is hearing a lot of people talk about money, prevention and crime and what we need to do for the community. With the CCIP Team we need the community to help the community. The CCIP Team is the Community Crime Intervention Team and they take citizens from the City of Newburgh who have been involved in some sort of activity where they have a record and put them back on the streets of Newburgh to do intervention prevention in high target areas where there is a lot violence. We need to start taking back our streets, doing for ourselves and come together as a community and then maybe we will start to see the money come in. They are out there when the gunshots are going off early in the morning and putting their lives on the line for our community. They take high risk individuals and try to mentor them. When you see the CCIP Team, SNUG (which is guns spelled backwards), support these people who are out in your community trying to save lives.

Ebony, City of Newburgh said in regard to the Boxing Club that they really need assistance with finances. He needs a lot of help and he is doing everything on his own. He picks up the kids and brings them back and forth and makes sure that they get home safe. He is very active and passionate about what he is doing in the community and she commends him but he needs a lot of support. In regard to the Police, we do need a little more support in the community with patrols and she would like to see them walking with their dogs or another officer to make sure that everyone is safe.

Cindy, City of Newburgh said that the Hook Elite Boxing Club started in a garage and Coach Lee takes money out of his own pocket. Many parents are not able to pay and they are not begging but it is sad to see how Newburgh has changed. We can't chastise our children anymore so they have no respect. They are only asking for help with the children.

Ms. Smith said in regard to Item #34 that this is her project and it is one step towards a bigger project. She wants to have a community event to show the history of Newburgh.

She did research and came up with this idea to have this walking tour and is asking the Council to help her make this a beautiful event for the City. She wants to share this event with everyone so that they can experience what she experienced because history is a story that deserves to be told.

The Pastor of New Bridges International Ministry said in regard to the Boxing Club that there are programs called *Cops and Kids* to help develop relationships and she feels that is what's missing. Once you have a relationship you can work with each other and we work with people because of who they are not their title. Children need to know how to work with people in other occupations and participate in programs to interact with police officers.

Brenda McPhail, City of Newburgh said that Mr. Lee's Boxing Club is part of her Church but this young man needs a bigger building because he deals with a lot of high risk kids that no one else wants to deal with. Next week Vacation Bible School will begin and he will bring all of his kids there to learn about Jesus. Newburgh needs to wake up because we have all kinds of problems around here. If we don't chastise our kids and make them respect then the police will. We need more role models for these kids because they imitate what they see.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams said to Ms. Smith that she loves this project. She and her friend, Mary McTamaney, talked about getting something like this going so it has been needed for a long time. Thank you for this and she looks forward to doing it.

Councilwoman Angelo thanked Mr. Lee and noted that she has known him a long time. She told him that she will be going to the Championship and to keep up the good work.

Councilman Harvey heard all of these comments on the Agenda items as well as building human and professional relationships but most of the people who spoke don't understand the process of how things are done. Instead of talking with us they talked at us about all of the things that are going wrong in the City of Newburgh and referred to a lot of the Agenda items regarding grant money. Grant money is free money coming to the City but they didn't understand that this is money to help the people they were speaking about and then they left before we could respond. Most of the problem is that we get too caught up in the emotion and the passion but we don't know the process on how to get the money and funding to the right people. He commended the people who made comments and stayed but most of the people who spoke already left and that is part of the problem. You have to understand the process. Ms. Murphy spoke about Item #31 regarding the Boys and Girls Club and suggested that grant money be given to a non-profit organization but the Boys and Girls Club *is* a non-profit organization. If you read the resolution it is for support from the City Council so that they can get the grant money. If they understood the process then they would have stayed to try to get the results that they want. All we are doing is giving a vote of support which is part of the process. If the public wants the Council to take their requests, then they have to understand the process so they can work together. Someone spoke about getting the police officers to patrol the streets on foot and he heard from a business owner complaining that the police weren't getting rid of illegal drug activity in front of his business. On one hand we are hearing that the police are harassing the Nephew of a resident while he is sitting on her porch and on the other hand we have business owners saying that they aren't doing enough so we have to look at what the solution is. There were a lot of complaints about the youth but Mr. Stanton is doing an excellent job with the Recreation Department. We just got the basketball courts completed and will soon be starting work on the skateboard park. The Armory is doing amazing work and they had the AAU this past spring along with the Zion Lions and the Newburgh Panthers. There are many activities coming through the Recreation Department and they have a Summer League going on right now for the youth yet people still say there is nothing going on for them. Some people say that there are not enough activities downtown and he agrees with that but Newburgh is only four square miles so it's not that far to walk from Liberty Street or South Street to the Rec. He has also seen that the Armory has some buses and he doesn't know the details but they do have transportation. He had a meeting with Mr. Kaplan about the Armory and told him about the youth activities that are going on with education and he wants to create an opportunity for Elementary School inner-city Newburgh kids to learn how to write code. He noted that his students are already learning how to code so why can't we get the NFA students to teach the Elementary School students how to code? He gave him the names of some people to contact and they just ordered about \$40,000 worth of technology in the last week. This opportunity will be for the inner-city youth to learn how to do computer coding and networking and our inner-city

high school youth will teach the classes. On top of that, the high school students will earn \$12.00 to \$13.00 dollars an hour for the teaching. There are a lot of things going on with our youth that people aren't aware of and they are working hard to get the youth more involved. He told Ms. Smith that she has his support on the Walking Tour of African-American History.

Councilwoman Holmes said that as Councilman Harvey noted many people left who don't understand the Grant process. The Dutch Reformed Church is an eyesore and it needs to be restored. Some of these Grants were applied for last year that were not awarded. We don't have the money yet; they are just applying for it and we are supporting it. To Ms. Brunson she said that if anyone is being harassed by the Police they can go to Chief Cameron, Orange County or Albany. She added that with Derrick and the Armoy she has seen him driving that bus downtown picking up and dropping off people. She knows that they want a venue or space downtown but they just aren't there yet. She knows that Mr. Kaplan had a bus coming downtown to pick up children but they needed a parent or an adult to come with them and that wasn't happening. They are not a babysitting service. She told Mr. Lee that she supports his program and what he is doing with the kids but she is not sure what they can do. She hasn't spent any money out of her Budget and wonders if they could reallocate some of her money from Travel and Conference for the Awards. She told Ms. Smith that she appreciates the History Walking Tour because Newburgh has a lot of history that people don't even know about. She supports her program in any way that she can.

Councilwoman Mejia said that the History Walking Tour is very exciting and she loves the title, "In Washington's Shadow". In response to the Grants, there is a difference in letters of support versus us doling out money and we don't do that.

Councilwoman Rayford said in regard to Item #23 for the Youth Violence Prevention Initiative Award that the Newburgh Zion Lions has developed a relationship with the Police Department that is still coming together. Last month they had a Stop the Violence Event at NFA and the City youth participated in playing basketball games. They had dynamic speakers who were ex-gang member to speak to the youth and tell them that living in the streets and selling drugs is a bad thing. They are forming a relationship with the Police Department and Chief Cameron attends all of their meetings. On July 30th they are hosting a Stop the Violence Healing Ceremony asking people with families who have suffered violence that lead to death to come out to be recognized and heal. The relationship has already begun and it takes money to do a lot of things but the main priority is love and she believes that the Officers that we have here are not on the job for the money. We all make mistakes because we are human. She told Ms. Smith thank you and added that she will read a lot about her family. She added that when Katie spoke about the Budget and Councilman Harvey spoke about parking at Delano Hitch Park that we should not look at meters but a parking gate which will be timed along with cameras to track what goes on so that we will not be liable for any incidents there.

Mayor Kennedy said that the Police YPI is where they take young people to work with them for a week and build relationships. She went to one of the Graduations some time ago and asked one of the young people what they learned and their response was, "That the Police Officer is just like me." She agrees with Councilman Harvey that many people come here and make statements when they don't understand the process and the Agenda item. All of these items have nothing to do with the City giving out money. The State says that we have to apply for Grants so various organizations apply. It is a competition and the State wants to see that the people and the City are working together. If not, then the State isn't interested in giving any money. The County and the State give Grants as well as the

Federal Government so all of these Grant applications that you see here are various opportunities for the Police Department, Recreation Department and other organizations in the City to apply for them. Maybe we have to work on our Agenda and have some kind of discussion so that in our Communications Section we explain what that group of applications is about to prevent everyone from speaking about it. This might help educate everyone on what is really happening and what the process is. In order to work together, we have to understand the situation. In regard to police community relationships, she knows that our Police Department is working hard and they are willing to visit your organizations and functions. They are committed to building relationships and we need help to build those relationships and make sure we have the facts before we accuse. She is happy to hear about the healing process ceremony that Councilwoman Rayford is planning as we need a healing and forgiveness process. We have had a lot of issues happen in this City over the past thirty-five, forty years that need to have the act of forgiveness so that we can move on. As long as we keep bringing it forward, we will not get where we want to go. The things that are going on in this Country give her heartache. The violence, insanity and stupidity is beyond her but here in the City of Newburgh we don't have to do it that way. She has long supported the Boxing Club and we as a City have allowed the use of our building free to them for the last three to four years. When it comes to money, we can't hand money to any organization as it is against State Constitution so it can't happen because it is taxpayer money. She thinks it would be worthwhile to have a conversation on this though as there is a business to the Boxing Club and it is associated with a religious organization so there are a lot of things involved. She commended Mr. Lee for what he is doing with these young people and maybe there is another avenue they can pursue if he is struggling. She gives the History Tour a high five. If we don't know where we came from, we don't know where we are going and it is important to know whose shoulders we are standing on.

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

CITY MANAGER'S REPORT

Resolution No. 163 - 2016 Proposal for Design of new bar screen system at the Wastewater Treatment Plant

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 164 - 2016 - Financial Advisory Services Agreement

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 165 - 2016 WEX STATE OF NY FUEL CARD

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 166 - 2016 - Approval to issue Satisfactions of Mortgage - 292 Liberty Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No.167 - 2016 - 210 Dubois Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 168 - 2016 - 317 Liberty Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 169 - 2016 - Authorizing a Release of Covenants for 35-39 Hasbrouck Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 170 - 2016 - Authorizing Release of Covenants for 297 First Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 171 -2016 - Support APA Community Planning Assistance Team

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 172 -2016 - Monetary Adjustment of Contract with the Preservation League of NYS
re Dutch Reformed Church

Mayor Kennedy said that this is another example of money that could come into the City to help save that old Church which is about to fall in if we don't do something.

Councilman Harvey noted that it is an Historical Landmark and he remembers in the late 1990's when First Lady, Hillary Clinton, came and spoke at that site and found Federal Funding to do some repairs there. She also went to Lander Street and obtained Federal Funds to create the apartments between Lander and South Street which were beautiful.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 173 - 2016 - Purchase of 254 Liberty Street

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 174 - 2016 - Purchase of 260 Liberty Street

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 175 - 2016 - Purchase of 31 Liberty Street WH

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 176 - 2016 - Purchase of 95 Carson Avenue

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 177 - 2016 - NYS Youth Violence Prevention Initiative Award

Councilman Harvey commended Chief Cameron and the City of Newburgh Police Department as well as Mr. Stanton for all that they are doing. A few weeks ago they had a Graduation and he was asked to be a key speaker. He sat and had dinner with everyone and had a wonderful experience. He saw a lot of our Newburgh City youth there who were a part of that Program and he felt honored to be invited.

Councilwoman Rayford said that she is a representative of the Newburgh Zion Lions and she understands that they are not qualified for the CDBG Grants but the with other Grants that the City is given will they be able to help the Organization with these series of Events for Stop the Violence?

Mayor Kennedy said that she believes this Grant money is earmarked for a specific activity. Almost all Grant money, when it's applied for, has a very specific function in order to get it.

Police Chief, Dan Cameron, said that this is specifically for the YPI Program.

Councilwoman Rayford asked what they do in this Program.

Police Chief, Dan Cameron responded that the kids and police officers spend a week together and do role reversals.

Councilwoman Rayford asked what children are they reaching?

Chief Cameron said that the last class was Newburgh Recreation Department basketball and before that was a group of kids from the Housing Authority. Prior to that it was an all

girls group so it is from various groups in the City.

Mayor Kennedy said that Chief Cameron is talking about the same thing that Councilman Harvey attended two weeks ago.

Councilwoman Rayford said that when you write these Grants they already have it earmarked so is this like a reimbursement?

Corporation Counsel, Michelle Kelson said that certain Grant Programs tell you what you can use the money for. This is an existing program that the Police Department has been operating for which they are now getting a separate funding allocation. It used to be part of a larger Grant that the Police Department received and they are now getting this money separate and apart from that other money so that both programs can be run simultaneously without any diminishment in the services that are being provided.

Councilwoman Abrams said that there is no reason why Zion Lions as an organization couldn't be part of this.

Chief Cameron said that he could make recommendations for the next YPI Class.

Councilman Harvey feels it is also important to mention that as the Police Chief said there is a National Organization that our City Police Department is a part of and they receive funding through Federal Grants which they have to apply for and then allocate that specific to the Grant.

Chief Cameron added that this was originally funded under the GIVE Program and the Center For Hope would fund part of the YPI, however, they are no longer able to do that anymore. We took GIVE money for our Budget process and took away from some of our other programs to be able to continue the YPI Program. The State saw that we were doing that and notified us of funding that was available to put towards this program. He noted that it is a National Program but the City of Newburgh has the most graduated classes.

Mayor Kennedy said to be clear that this is a Grant we are applying for which the State has asked us to apply for. Right now all we need is the Council's approval for the Police Department to receive this Grant.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 178 -2016 - Accept NYS DCJS GIVE Grant Award for NYS FY 2016-2017

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 179 - 2016 - OC Youth Bureau Grant for Summer Playground Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 180 -2016 - OC Youth Bureau Grant for Positive Image Teen Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 181 - 2016 - OC Youth Bureau Grant for HYPE Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 182 - 2016 - OC Youth Bureau Grant for Youth Soccer Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 183 - 2016 Orange County Youth Bureau Grant for Year Around Basketball Program

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 184 - 2016 2016 CFA application of St. George's Episcopal Church

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 185 - 2016 - Boys & Girls Club of Newburgh CFA Application

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 186 - 2016 - Support CFA Application of Hudson Valley Paperworks, Inc.

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 187 - 2016 - 2016 NYS CFA Application for Planning

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 188 - 2016 - Installation of a Sound and Story Sign at Delano-Hitch Park

Mayor Kennedy said that Ms. Smith mentioned she would like some help with planning an Event for this so she suggested that she speak with the Planning & Development Office for that support.

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 189 - 2016 - MOA to Modify the Collective Bargaining Agreement between the City and Local 589

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 190 - 2016 - Purchase of 113 & 115 Washington Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 191 - 2016 - Parking Agreement With the Newburgh Armory Unity Center

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 192 - 2016 Newburgh Armory Shed Project

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 193 - 2016 122 Dubois St. Settlement

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution 194 - Abate Settlement

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

NEW BUSINESS

Mayor Kennedy said in regard to the Boxing Club issue that they cannot just allocate money out of their Budget. For this current situation she asked for a name and number where people can make a donation to the Boxing Club for this Boxing Event that is coming up on August 6, 2016. Anyone who would like to help can send money to: The Boxing Club, C/O 401 Washington Street.” Checks should be made out to “Hook Elite Boxing Club”. This is a worthy cause to help out the youth of our City.

Councilman Harvey said that with the One Hundred Men for Newburgh they have already done some significant fundraising to address some of the violence. There is something called a, “Go Fund Me Account” and in just one months’ time they fundraised about \$1500.00 so this is another option.

Councilwoman Abrams asked if they thought about teaming up with some of the Churches where they have large gyms that are not being used.

Councilwoman Mejia said that if it’s tax deductible, they might be willing to give a little bit more. If it is under the Ebenezer Baptist Church Sports Ministry, then payment should be made out to the Church. She feels that would be the correct fiscal way to do.

Councilwoman Rayford asked if CDBG Funds could help them. The history that she has seen is that we will fund any organization that we like and it’s not fair to our children. Every child matters no matter what sport they play or what area of Newburgh they are from. We have to support this organization and help our children. They shouldn’t have to beg so the change begins with us. He is trying to do better but he needs help so we have to help.

Councilman Harvey said that a lot of people bring up the Boys & Girls Club but they have several Grant writers which speaks to the process. If Mr. Lee needs help, then maybe we can help him with the process in applying for the CDBG Funds in that window of opportunity that all of the other Organizations have. Like it was stated earlier sometimes we get caught up in the emotion of it but it’s the process and the paperwork that has to get done in that orderly fashion.

Councilwoman Rayford said that she understands that and she told Mr. Lee that she will help him write this out.

Deirdre Glenn, Planning & Development said that she supports the children in this community and they talked about having an equitable process and when programs come we should put out the call for proposals. That last time that was done was in 2013 and Council decided to cut all of the Grants down to \$5000.00 each. She told Mr. Lee that she and Mr. Stanton have already agreed to get together with him to discuss what can be done here because this is for a small amount.

Mayor Kennedy said that they have to have another discussion on the CDBG Funds at our next Work Session. We need to see where we are with our funding and where we are with that Skate Park because we set aside a large amount of money for that and it will soon be August as we are still sitting here.

There being no further New Business to discuss this portion of the meeting was closed.

OLD BUSINESS

Councilman Harvey asked for an update on the video surveillance and where we are with that.

Chief Cameron said that as far as funding we are still waiting to hear back from the Project Safe Neighborhoods Grant so he doesn't have an answer right now.

Councilman Harvey asked if all three are up.

Chief Cameron said that the one for the North side, which will be on Lutheran Street, is still being addressed.

Acting Comptroller, Kathryn Mack added that two of them have been powered and they are ready to go so they are doing work with DPW to get them ready for Central Hudson. She believes that two of them are ready to be functional shortly and the other ones are being prepared.

Councilman Harvey asked if she had a timeline on them because the summer is almost over.

Acting Comptroller, Kathryn Mack said she will look into it.

There being no further Old Business to discuss this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Roxie Royal, City of Newburgh said that a lot was said here tonight but we have to look at what is going on. Many people don't know the process because it is not explained to them. A lot of people want to run programs but they don't know how to run them. They want to do something but are not given the information on how to do it. They see money going to organizations and they know where it is needed. She is frustrated tonight because she sees several items here that Community Development is working with but how are they making their decisions? She is a member of the Board and they haven't had more than three meetings this year. She doesn't see why Zion Lions or the Newburgh Boxing Club couldn't ask for money. There is a process where you have to apply by giving the Community Development your plan on how you are going to spend this money and then it should go before the Board. She is also aggravated because she did not know that when she signed papers to still be on this Committee that it was only for one year. She figured it was for the next term. Now she hears that they may have been disbanded and she was not notified.

Mayor Kennedy told Ms. Royal to talk with Dierdre Glenn about what is going on there. It sound like we need some communication straightened out.

Tammy Ponder, City of Newburgh said that the last time she spoke about CDBG they talked about reappointment for a new term but the paperwork they received did not have a specific time noted. They assumed it was for another two year term and she stated then that if it was only for a few months then she was not willing to stay on it. At that time they told her that they would relook at it and get back to them but they never heard anything. Now it is strange to hear that Mayor Kennedy thinks they disbanded.

Mayor Kennedy said that she may be wrong about that.

Ms. Ponder continued that they had a small meeting in June and they said at that meeting that they were waiting for the other members to be chosen or added and that they would be notified but nothing has happened since then. The point still remains that they don't know

what is going on with that Committee and they would like some clarification.

Mayor Kennedy said that this is a confusing situation and it needs to be added to the next Work Session.

Deirdre Glenn said that there is nothing on the Agenda tonight for CDBG. They were in the process of reconstituting the Committee and we had six or seven new people we were asking to serve. The last meeting they had was when they voted on the Budget and they still don't have the 2016 Grant.

Councilwoman Mejia thanked the CDBG Committee members for their time and service. It has been complicated because the City of Newburgh got flagged by HUD to do an Audit on how we were administering our CDBG Funds. We were taking funds from CDBG and giving \$1,000.00 here and \$1,000.00 there when we were questioned on who those programs were so they voted on a strategic, focused and targeted five year plan. The Committee actually took that into consideration and came up with the plan to get some of the funding for things such as the Skateboard Park. Since then the Committee has had different meetings on moving forward in the hope that we get final approval from HUD about all of the different changes that were proposed. She has also talked about the community budgeting process where everyone can have a say in what programs get funded which is one of the things that has been under the microscope. Some of the Council participated in education sessions on how to use CDBG Funds in participatory budgeting because it makes it super transparent to the public with a voting process that takes place with the entire community. In that aspect, there is community engagement and internal capacity building that takes place and anyone can vote. For as long as she is serving she is going to push for the participatory budgeting for the CDBG funds versus going back to something that we got flagged on for doing what she calls the *"Peanut Butter Effect"*.

Mayor Kennedy said that we have a whole CDBG discussion going on here in the middle of Public Comments and she has already asked that the CDBG issues be on for the next Work Session. Bring all of your questions and issues to the next Work Session and get it out on the table for discussion. There has been a big change and as Councilwoman Mejia just stated we came very close to losing our CDBG Funds so the focus has been on getting all of our tracking and such straightened out. This is a community issue and we need to understand it.

A resident at 85 Grand Street said that on the 18th of last month he went to the Park Concession Stand by the Stadium and can't fathom how it was permitted to open. There was dirt, grime and rat feces and there was no hot water or gas. The electrical panel was not labeled and circuits were popping left and right so how could anyone condone that place be opened? He was called to try to remediate some of these problems and doesn't know if they opened but they were not ready for it. As for the revenue issue, you have a large parking area and field at the Waterfront so why not utilize that space?

Mayor Kennedy stated, *"That is not our property"*.

Beatrice Harris, City of Newburgh, said that she looked over the insert on PFOS and PFOA and it further proves her suspicions. Her Doctors have concluded that because she drank the City of Newburgh water she has two possible endocrine disorders that if left untreated can lead to her early demise. She asked if there is anything set in place for continued PFOS and PFOA awareness because she knows that she is not the only person who has lived in Newburgh for more than ten years. Her concern is that parents and their kids were drinking this water. She fought for the City to get funding and spoke to the New York State Department of Health and asked them, "What About Newburgh?" Maybe the reason why we have a bad reputation is because we are not getting the funding that we need. If she is suffering like this and she has only been here ten years, then she can't

imagine how everyone else is feeling. Within ten years she went from a normally active person to using a cane and a walker and she might not wake up one day. It is a nightmare every day.

Brenda McPhail, City of Newburgh, addressed the CDBG issue. At one time she sat on the Committee when the Zion Lions and Hook Elite applied. They would look over the proposals and decide where the money was going to go. She doesn't think it has changed much you used to sit on the Committee for a two year term. The reason why HUD complained was because the proposals were for flowers in front of houses and such and it's not for that. It was for programs like Mr. Lee has and the Zion Lions. There being no further comments this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams announced that a new Hardware Store opened recently at 199 Broadway. She thanked Lilliam Harris who called her to talk about mosquitos and the Zika Virus and informed her that you can get a Mosquito Dunk for free at the Orange County Health Department. You put them in any standing water and they kill the mosquitos. Just call 1-888-364-4723 to get them, one per household, or you can go to 130 Broadway behind the Department of Motor Vehicles and thanks to Ms. Harris they will have one hundred of these to give out first come first serve. She welcomed the Liberty Street Bistro at the corner of Liberty and Washington Street and told Mr. Lee that they will see what they can do to get the funding and space that he needs.

Councilwoman Angelo announced that there will be a dinner for Ms. Odell Ross on Saturday night at the Lakeview Inn at the same time that the Mayor is being honored at Downing Dark. She asked for an update on the Skateboard Park and thanked Deirdre Glenn for many items on the Agenda tonight. Our International Festival is coming up and the bids are out. It will be in Recreation Park this year and she suggested that Mr. Lee and his Boxing Club could be part of it. We had a tremendous fireworks display on the Fourth of July.

Councilman Harvey said that he has been contacted by people in Poughkeepsie who are involved in Community Action and they are planning a Stop the Violence Peace March on July 23rd at 2:00 P.M. and they are asking for City of Newburgh residents and organizations to join them. On the One Hundred Men for Newburgh, we have about fifty men standing and we are growing. We had our Officer nominations and votes and there are a few women who are participating and helping out in different capacities. At the top of their Agenda at every meeting they do job announcements and training opportunities. He made an announcement a month or so ago about Local 417, The Iron Workers Union, and that they were looking for young men and women to apply for their Apprentice Program. Several did so and he got a call from a former student who got into the program as a paid Apprentice who will be joining the Tappan Zee Bridge Project. This young man's father was incarcerated his entire life and he is one of seven children so this job opportunity meant the world to him, his wife and his children. They are excited about economic empowerment and getting these young men jobs or training opportunities. Lastly he noted that Dr. Frances Spielhagen from Mt. St. Mary's College Adolescent Program is willing to partner with the One Hundred Men for Newburgh so that they will have the space and support from the College

Councilwoman Holmes thanked everyone for coming tonight. She noted that in Ward 4 at

Ann and Mill Street “No Parking From Here to Corner” signs were installed making it a safer area. She told Mr. Lee to have faith and believe and in regard to CDBG she always felt that the non-profits should be able to get something because CDBG is for our poor and the children. We need it for our youth and even though we have a lot for them to do there is always room for improvement. She did not know anything about CDBG being dismantled but she told Mr. Lee that she is pretty sure he will get the support that he needs.

Councilwoman Mejia reminded everyone that City of Newburgh kicked off their Summer Film Series and for the next six weeks we will hold free outdoor movies with rain sites at the Newburgh Recreation Center. One of the things she is struggling with is why people don't show up and how do we improve on that? Friday's Event had a relatively low number of participants and Saturday's Event was rained out so it had low participation as well. How do we get more people informed about all of the activities that are going on? The local Ward meetings for Ward 1 have been very successful and the next one will be on August 5th. She supports the non-profits and on July 23rd the Newburgh Steelers will be having their Community Day from 1:00 P.M. to 6:00 P.M. at the Recreation Home Field. Everyone has seen the headlines that we are having and she doesn't want anyone to take this the wrong way but it is important that as a community we are able to have the conversation that is taking place nationally. She doesn't want any of her brothers and sisters to be offended when she says that Black lives matter. One of the things we have to have is Hope in ourselves as a community and that as imperfect humans we are trying to do the impossible. There are no words to describe what we have gone through as a Nation but we are different here in the City of Newburgh and that's what she wants to hang on to. Bias and fear should not cost us our lives and anger, fear and biases should not overrule humanity. She thanked everyone for coming out tonight.

Councilwoman Rayford said that she has been on the Council since January 1st and she would like to see a better flag here. The beginning of this meeting tonight was led in a Prayer for the police but she would like to interject and include the families who recently suffered death in Dallas, Minnesota and Baton Rouge, Louisiana as we do not want to overlook them in our Prayers. In addition to the Mosquito Dunks that were mentioned earlier, we will be having a Lottery for rain barrels to collect water. She saw Mr. Aber at Court on the television this morning and she would like to see that we change the order of doing business in this Municipality by not allowing cash to be accepted anymore. It should only be checks, money order or cashier checks because money has been stolen from the taxpayer dollars and we can't afford any more. She thank everyone who participated in the Illumination Project as it was a great and huge event. She thanked Mayor Kennedy for all of her efforts in helping put this together. She reminded everyone that the Stop the Violence Healing Ceremony will be on July 30th and they are trying to reach out to families who have suffered death here in the City of Newburgh. This event will lead to National Night Out and she invited the whole community to come out for that on August 2nd. Someone spoke earlier about the police walking and riding through the community which they are doing but she is afraid to go out at night and advised everyone to be smart. Like someone else stated, when the lights go on then it's time to go in. She thanked everyone for coming tonight.

Mayor Kennedy thanked everyone for staying tonight through this long meeting. They covered a lot of topics and they will continue with the CDBG discussion at the next meeting because there are many pieces to that.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 11:00 P.M.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 163 - **2016**

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH
SEVERN TRENT SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$9,500.00
FOR
THE DESIGN OF NEW BAR SCREENS AT THE WASTEWATER TREATMENT
PLANT IN CONNECTION WITH THE LONG TERM CONTROL PLAN**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, Resolution No. 303-2015 of November 23, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Modification Order on Consent with the NYS DEC approving the City's proposed milestones and implementation schedule for the City's LTCP; and

WHEREAS, Severn Trent Services, Inc. has submitted a proposal, a copy of which is attached hereto, to provide engineering services to design new bar screens to replace the existing grinders at the Wastewater Treatment Plant which are at the end of their useful life, and to prepare bid specifications and documents and construction oversight upon installation; and

WHEREAS, the services provided for this project will comply with a Long Term Control Plan Consent Order Project; and

WHEREAS, the cost for such services shall be in an amount not to exceed Nine Thousand, Five Hundred and 00/100 (\$9,500.00) Dollars and funding for such services shall be derived from G.1440.0448 - Other Services; and

WHEREAS, this Council has determined that entering into an agreement with Severn Trent Services, Inc. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement for professional engineering services with Severn Trent Services, Inc. in an amount not to exceed \$9,500.00 in connection with the design and installation of new bar screens to replace the existing grinders at the Wastewater Treatment Plant as part of a Long Term Control Plan Consent Order Project.



Proposal

Severn Trent Services, Inc
2 Renwick Street
Newburgh NY 12550
845-565-6182 fax 845-565-8440

Proposal #
Page No. 1 of 1 pages

Proposal Submitted To:

City of Newburgh

Phone:

Date: June 24, 2017

Job Name: Bar Screen Design

Job Location: WWTP Headworks

Job Phone: 845-565-6182

We Hereby Submit specifications and estimates for: Engineering services and design to be submitted to the NYSDEC for the installation of automatic bar screens to replace the existing grinders.

This will include

- Submittals to the DEC for approval that will be to the plan of the approved Long Term Control plan flow requirements.
- Bid specifications and documents to be provided to the city
- Construction over site upon installation

We Propose: To provide and install the following. Five sets of drawings and documents as described above three to be sent to the NYSDEC as required and one to the City Engineer's office and one to the WWTP.

Payment to be made as follows: 100% upon completion of work.

Not to exceed \$9,500.00

All materials guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All arrangements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Signature:

Date of acceptance:

RESOLUTION NO.: 164 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH CAPITAL MARKETS ADVISORS LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO NEW ISSUE BONDS, BOND ANTICIPATION NOTES,
TAX ANTICIPATION NOTES, DEFICIT NOTES AND BUDGET NOTES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, the City has retained the professional services of Capital Markets Advisors, LLC to provide such securities and financing services; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to enter into such professional services agreement with Capital Markets Advisors, LLC for such services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter in an agreement in substantially the same form as annexed hereto with other terms as Corporation Counsel may require, with Capital Markets Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.



1075 Route 82, Suite 4
Hopewell Junction, NY 12533
Phone: 845-227-8678
bferguson@capmark.org

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into for the 2016 fiscal year by and between the City of Newburgh ("Client") and Capital Markets Advisors, LLC ("Advisor"), a limited liability company created under the laws of the State of New York and having its principal place of business at 1075 Route 82, Suite 4, Hopewell Junction, NY 12533.

Section 1 Financial Advisory Services

Advisor will provide the following services in connection with new issue bonds, bond anticipation notes, revenue anticipation notes, tax anticipation notes, deficit notes and budget notes (the "Issue"), undertaken by Client during the term of this Agreement.

- 1.01 Prepare a plan of financing which will include Advisor's analysis and recommendations to Client regarding funding requirements, structuring alternatives, marketing, method of sale (competitive, negotiated or private placement), security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which Client and Advisor agree should be included in the plan of financing.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue.
- 1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation and verify underwriter's compensation.
- 1.07 Assist Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.

Section 2 Compensation

2.01 For Advisor's performance of services on behalf of Client as described in sections 1.01 through 1.08 hereof, Advisor's fee will be as follows:

For a competitively-sold bond issue: \$10,500

For note issues: \$5,100

For Term Sheet note issues (No OS): \$3,000

For capital lease issues: a base fee of \$7,500 for a deal amount up to \$1 million, then add \$0.50 per \$1,000 of par amount over \$1 million. Accordingly, a \$5 million lease would have a fee of \$9,500.

For continuing disclosure: \$2,500 annually, inclusive of any required Material Event Notices.

For services unrelated to a bond issuance an hourly fee of \$175 per hour.

2.02 For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.

2.03 Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

2.04 Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be through December 31, 2016.

Section 4 Disclosure

Advisor does not assume the responsibilities of Client, nor the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of financing documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

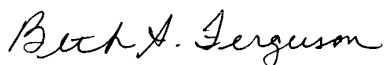
All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC



Beth A. Ferguson
Vice President

Date: May 27, 2016

CITY OF NEWBURGH, NY

By: _____

Date: _____

Title: _____

RESOLUTION NO.: ¹⁶⁵_____ - **2016**

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH THE NEW YORK STATE WEX FLEET CARD PROGRAM
TO PROVIDE FUELING SERVICES FOR THE NEW FIRE RESCUE BOAT**

WHEREAS, New York State participates in the WEX Government Fleet Card Program to manage the fuel costs of its motor vehicle fleet; and

WHEREAS, the New York State WEX Fleet Card program is available to other municipalities in New York State; and

WHEREAS, by Resolution No. 19-2016 of January 25, 2016, the City Council awarded a bid to manufacture a new Fire Marine Rescue Boat and such Fire Rescue Boat was delivered to the City of Newburgh on June 20, 2016; and

WHEREAS, the Fire Department will be required to fuel the Fire Rescue Boat on the water because there is no capacity to tow this boat out of the water every time it needs to be fueled; and

WHEREAS, participation in the New York State WEX Fleet Card Program allows the City authorized users to receive discounted fuel rates when fueling the boat without having to remove it from the water; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with the New York State WEX Fleet Card Program to provide fueling services to the Fire Rescue Boat without having to remove the boat from the water.

THE **WEX** GOVERNMENT FLEET CARD PROGRAM



HAS YOUR AGENCY BEEN IMPACTED BY THE RISING COST OF FUEL?

The WEX Government Fleet Card Program could **save you as much as 15%*** off your overall fuel management expenses.

TAKE ADVANTAGE OF THESE UNIQUE BENEFITS TODAY:

- NO setup fees or card fees
- Detailed reporting and controls for better accountability
- Valuable monthly rebates on fuel and maintenance transactions
- Federal tax exemption and reporting for qualified fleets
- Customer Service available 24/7

AND, THE WEX GOVERNMENT FLEET CARD IS
ACCEPTED AT OVER 90% OF FUEL STATIONS NATIONWIDE.



Don't miss out on this **FREE** money-saving solution being offered by your state.

Simply complete and fax a Participation Addendum to **1-866-527-8873**.

For more information, please call **1-866-527-8870**.

*Actual savings may vary.



ACCEPTED AT OVER 90%

OF U.S. RETAIL FUELING LOCATIONS



ACCEPTING FUEL SITES

ACCEPTED IN CANADA at

AC & T	Crystal Flash	Express Stop	Giant	Johnson & Dixon	M & H	O'Connor	Road Ranger	Taylor Foods	Valley Dairy
Aloha	Cumberland Farms	Family Express	Git-n-Go	Kenyon	Macs Stores	OK Petroleum	Robinson Oil	TCI	Weigel Store
Aviation	D & D Oil	Farstad	Global	King Soopers	McClure Oil	Pantry	Rotten Robbie	Thornton Oil	Wesco
Bell Gas	Dairy Mart	Fast Track	Grow Mark	Koch	MFA Oil	Petro King	Royal Farms	TOTAL	Williams Travel
Bigfoot	Depot	Fauser Oil	Halley's	Kramer	Mr. Cut Rate	Petro Stop	Rutters	Town&Country	Xtra Fuels
Capital City	Drivers Traveler	FFP	Handy Andy's	Krause	Multi Serv	PRIDE	Rymes 24	Trade Mart	Zip Mart
Carousel	Dynamic Mart	Flash Foods	Huck's	Kum & Go	NAPA	Pure	SC Fuels	Trade Oil	
Certified	Economy	Food Chief	ICO	Kwik Pantry	Novus	Qik N EZ	Smokers Express	Tripair Oil	
City Garage	Eddins Walcher	Fuel Mart	Ideal	Lil Champ	NU-Way	Quality Oil	Sprint	US Oil	
Cogos	Enmark	Gas America	Inter City	Lucky Stop	Oasis	Quik Mart	Stewarts Shops	USCO	

Card acceptance is subject to independent owner/operator participation and subject to change without notice.

ACCEPTING SERVICE SITES

American LubeFast	Daimler/Chrysler	Dodge BusinessLink™	GM Goodwrench	Harmon Glass	Tire Centers Inc	...and many regional and independent
Big O Tires	Diamond/Triumph Auto Glass	(LIMITED PARTICIPATION)	(LIMITED PARTICIPATION)	Netcost Auto Glass	Wash Depot	locations nationwide.

*Only items approved under NY State contract PS65802 may be purchased utilizing the WEX universal fuel card.
See definition of associated product on New York Contract website page.

FOR MORE INFORMATION, visit our website at www.wexinc.com/newyork

TIGHTER CONTROL OVER SPENDING

Enforce purchasing policies for piece of mind

The WEX fleet card offers a suite of control and alert tools that let you know **where, when, what,** and **how much** is being spent. Managed through our industry leading **WEX Online®** account management tool, these powerful tools provide actionable purchase policy enforcement capabilities.

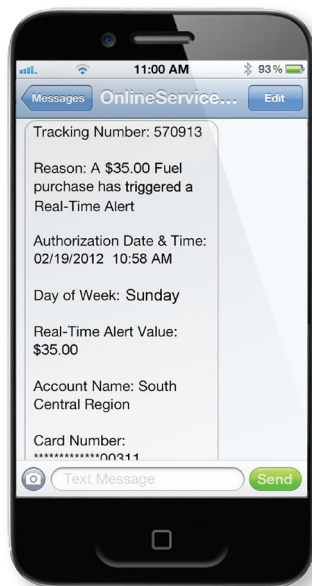
PRODUCT TYPE CONTROLS

When the card is swiped, merchant product codes automatically compare the purchase against pre-set card profile limits. If the product types are allowed, and the set limits have not been exceeded, we authorize the transaction, and the merchant completes the sale. If the card is beyond the limits, it will be declined.

You can set overall limits for all purchases for a specific time period — eg: daily, weekly, twice monthly, or monthly; and your fleet's total purchases for that period — transactions per period, dollars per period and gallons/units per period.

PUMP SHUT-OFF FEATURE

WEX now offers a powerful **pump shut-off feature*** to assist you with enforcement of policies. When a driver exceeds your pre-set limits, the pump will shut off. This feature is available at most major retail fuel brands.



REAL TIME ALERTS

This control generates an alert detailing a purchase that is beyond your pre-set alert values. Choose to be notified by email or text, and make quick decisions on how best to deal with the situation at hand.

*Visit www.wexinc.com/pumpshutoff for list of accepting merchants.

WEX CONTROLS



By hours of day



By days of the week



Dollars per day/week



Dollars per transaction



Product category



For more information, visit
www.WEXinc.com/gov
866.527.8870

TAX PROGRAM PEACE OF MIND

Leverages tax exempt status to save time and money

WEX offers a comprehensive tax exemption, recovery and reporting program. This program is designed to meet the needs of state, local and federal government fleets. We help public sector customers leverage their tax-exempt status, thanks to our proprietary network and 99.8% Level III data capture.

TAX EXEMPTION

As the credit card issuer, WEX Financial Services Corporation is registered with the IRS and will net bill for Federal Excise Taxes, and in certain states State Excise Taxes. We will net bill qualified fleets for U.S. gasoline and diesel fuel purchases. We will also exempt state and local taxes on fuel purchases, depending on merchant participation. We report on exempted and reported taxes at the transaction level, and provide online and hard copy summaries.

BILLING PROGRAM

Most major fuel merchants participate in our **tax-exempt net billing program**, including ExxonMobil®, Shell, Sunoco, BP, Amoco, Phillips, Marathon. If the merchant has elected not to participate, or tax law prohibits participation, we calculate the tax and provide detailed reporting.

10 LEVELS OF TAX IDENTIFICATION, EXEMPTION, AND RECOVERY

WEX subscribes to **CCH and RIA Checkpoint**, leading providers of tax research (RIA is used by the IRS). Daily Tax Alerts include notifications of federal/state tax law, and rate changes. We have relationships with Departments of Revenue in each state, and regularly monitor state tax-related websites.

FAST FACTS

- Service for over **271,000 federal fleet cards**, plus **605,000 state and local vehicles**
- Process **48.9 million tax exempt transactions** (2012)
- Process **827 million gallons** of tax exempt fuel transactions (2012)
- More than **\$3.3 billion** in tax exempt transactions (2012)



For more information, visit
www.WEXinc.com/gov
866.527.8870

WEX ONLINE® REPORTING

Specialized reports put facts in your hands

WEX Online® offers a suite of reporting capabilities. Our specialized fleet management reports give you the power to save money, cut administrative time, comply with tax regulations, and more.

STANDARD AND CUSTOM REPORTS

WEX Online® offers both standard and custom reports, so you get the type of information you need.

EXAMPLES:

Purchase Activity Report (PAR) — compile information on all fueling and maintenance purchases made with the WEX Universal Fleet card — for hundreds of vehicles or just a few.

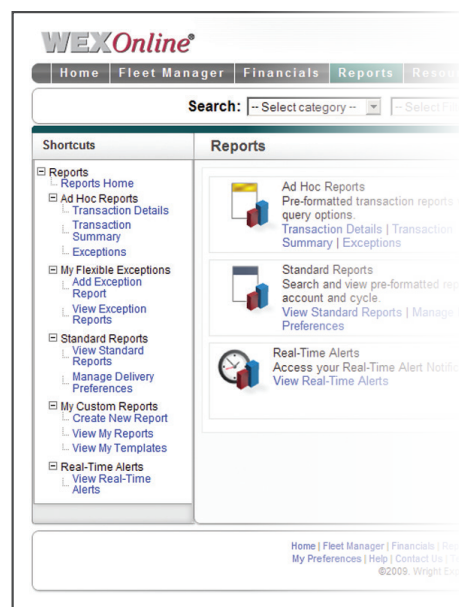
Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

Summary Reports — use our Financial Summary, Site Summary and Exception Summary reports to manage your vehicle-related expenses and plan your fleet budget.

Tax Exemption Reports — for qualified tax-exempt fleets, monthly report packages provide tax information at both the transaction and summary level, and will include all tax exemptions that can be applied to your account under our program.

Minority and Women-Owned Businesses Report (MWOBE) — a quarterly report, summarizing by fleet account and month, transactions, gallons and dollars spent at MWOBE fuel and service locations.

FAST FACTS



For more information, visit
www.WEXinc.com/gov
 866.527.8870

MANAGE YOUR ENTIRE FLEET ONLINE

WEX Online® is your fleet management portal



WEX Online® is a cutting-edge web-based tool that provides you access to view and manage every detail of your fleet card program. ***It is Section 508 compliant.*** We created the site to put information at your fingertips 24/7 so you can take action as needed.

PROFILE MANAGER

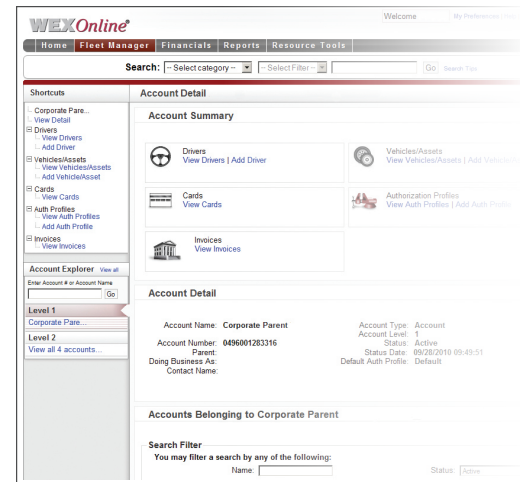
The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — if a transaction exceeds your limits, the system will decline the purchase. You set the control limits. We enforce them.

EXPENSE MANAGEMENT TOOLS

WEX Online® makes it easy to manage your fleet spend in one central place. Set up profiles, billing, and reporting functions, limits, and restrictions. Add custom fields and assign codes, such as General Ledger (GL). Run queries on purchase transactions, vehicles and drivers.

FUEL PRICE MAPPING

Our **Fuel Site Locator** combines fuel transaction data with Google Maps™ to help drivers find current best prices by city, state, zip, fuel type, PPG, or brand. Find the lowest cost fuel stations with our fuel price mapping technology, which updates prices hourly. **WEX Connect** is a free mobile app, which gives drivers access on the road.



For more information, visit
www.WEXinc.com/gov
 866.527.8870

RESOLUTION NO.: ¹⁶⁶_____ - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
SATISFACTIONS IN CONNECTION WITH TWO MORTGAGES
ISSUED TO EDWARD ARRABITO
FOR PREMISES LOCATED AT 292 LIBERTY STREET
(SECTION 18, BLOCK 6, LOT 43)**

WHEREAS, the City of Newburgh issued a mortgage to Edward Arrabito in the principal sum of \$9,600.00 for premises located at 292 Liberty Street (Section 18, Block 6, Lot 43), dated February 18, 2011, and recorded in the Orange County Clerk's Office on July 28, 2011, in Liber 13208 at Page 764; and

WHEREAS, Edward Arrabito signed a Grant Agreement with the City of Newburgh, dated April 6, 2011, for the amount of \$15,000.00 for premises located at 292 Liberty Street (Section 18, Block 6, Lot 43) and the City of Newburgh issued a mortgage to Edward Arrabito in the principal sum of \$15,000.00, dated April 29, 2011, which mortgage was never recorded in the Orange County Clerk's Office; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfactions in connection with a mortgages issued to Edward Arrabito for premises located at 292 Liberty Street (Section 18, Block 6, Lot 43).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

MORTGAGE bearing the date of February 18, 2011, made by Edward Arrabito to the City of Newburgh, given to secure payment of the principal sum of \$9,600.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on July 28, 2011, in Liber 13208 at Page 764;

which mortgage has not been further assigned of record.

Dated: July _____, 2016

CITY OF NEWBURGH

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

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

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

Notary Public

RECORD & RETURN TO:

Edward Arrabito
292 Liberty Street
Newburgh, NY 12550

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

MORTGAGE bearing the date of April 29, 2011, made by Edward Arrabito to the City of Newburgh, given to secure payment of the principal sum of \$15,000.00;

which mortgage has not been further assigned of record.

Dated: July _____, 2016

CITY OF NEWBURGH

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

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

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

Notary Public

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Edward Arrabito

TO

City of Newburgh

SECTION 06 BLOCK 06 LOT 43RECORD AND RETURN TO:
(name and address)City of Newburgh
Department of Planning & Development
City Hall - 83 Broadway
Newburgh, N.Y. 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE ☒ SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 7 CROSS REF.
CERT. COPY ADD'L X-REF.
MAP# PGS.

PAYMENT TYPE: CHECK
CASH
CHARGE ☒
NO FEE

CONSIDERATION \$
TAX EXEMPT

MORTGAGE AMT. \$ 9,600
DATE

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT ☒
(E) 3 TO 6 UNITS
(F) NAT.PERSON/CR. UNION
(G) NAT.PER-CR.UN/1 OR 2
(H) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED/FILED
07/28/2011/ 15:06:20
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110070561
MORT/BK 13208 PG 0764
SER# DC002626 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 75.00
Receipt#1342685 alicev

STATE OF NEW YORK (COUNTY OF ORANGE) SS:
I, ANN G. RABBITT, COUNTY CLERK AND CLERK OF THE
SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO
HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH
THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE
ON July 28, 2011 AND THE SAME IS A CORRECT
TRANSCRIPT THEREOF. IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

Ann G. Rabbitt May 24, 2016
COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS,
ORANGE COUNTY

292 Liberty Street
Sec/26 BL/06 Lot/43

Standard Mortgage with additional clauses.
Indemnity Cooperative.

THIS BOND AND MORTGAGE, made the 18th day of February, ~~January 18th~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

herein referred to as the mortgagor,

and CITY OF NEWBURGH, existing under the laws of the state of New York with its
principal office for the transaction of business located at 83 Broadway, City
of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Nine Thousand Six Hundred (\$9,600.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise
complied with the terms hereof and has not sold, conveyed, loan herein shall become
a grant and there shall be no obligation on the mortgagor to pay any part thereof.
...such percentage amount to be immediately due and payable within 5 years from the
date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a
named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Belknap;

THENCE South along lands of said Moses C. Belknap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, arials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authority for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagee's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any effects or defenses exist against the mortgage debt, as hereinbefore provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any effects or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsements; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagee's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises as occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

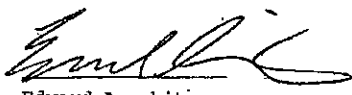
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expenses of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Edward Arrabito

STATE OF NEW YORK)

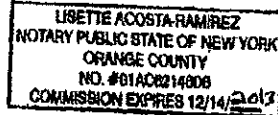
COUNTY OF ORANGE)

) ss:

On the 18th day of February in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD ARRABITO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Lisette Acosta-Ramirez

NOTARY PUBLIC



City of Newburgh
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT FORM

1. PROJECT TITLE: 292 Liberty St (apt. renov) 2. HUD ACCOUNT #: _____
3. PAYMENT REQUEST TOTAL: \$ 9,600 PROJECT YEAR: _____
4. EXPENSE/ITEM BREAKDOWN:

PLEASE PROVIDE A BREAKDOWN OF THE ITEMS W/AMOUNT CHARGED TO PROGRAM.
PLEASE ATTACH INVOICES/RECEIPTS TO DOCUMENT REQUESTED AMOUNT.
PLEASE SEPARATE/ADDITIONAL SHEETS AS NECESSARY.

(Schedule A)

Repair multiple outlets 3rd fl, & Master bedrooms, walk-in closets, 1st, 2nd, 3rd
box interior surfaces (Paint, repair, prime, provide smoke detectors
2 gas furnace (main part of house, 3rd floor apt), new heating system

5. Status Report: Detail the Project Status and Accomplishments to date:
[For Public facilities & improvements, please provide a unit of measure, such as sq. footage amount of sidewalk, water main, etc...as related to attached documentation].

6. CERTIFICATION: The individual signing this document certifies to the following statement: I have reviewed the payment request and find that, to the best of my knowledge, the work has been satisfactorily completed in accordance with the provisions of the Community Development Block Grant Program, HUD regulations, and all applicable federal and state laws.

APPLICANT:

INSPECTED BY:

CITY AUTHORIZATION:

EDUARDO ARRASTO, OWNER
Print Name & Title

Felix Medina JR (Co.)
Print Name & Title

[Signature]
City Manager/Supervisor [Circle One]

[Signature]
Signature

[Signature]
Signature

[Signature]
Signature

3/28/12
Date

3/28/12
Date

Date

PROJECT COMPLETED.



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

December 30, 2010

Mr. Edward Arrabito
292 Liberty Street
Newburgh, NY 27522

292 Liberty Street
Homeowner Loan Program - \$9,600

Dear Mr. Arrabito:

The City of Newburgh is pleased to provide you with a housing loan in the amount of \$9,600. The scope of work for this loan is (see schedule A attached). Work must be completed by April 1, 2011, if you need an extension please contact our office.

Additionally, all work must be completed in accordance with the Building Department's guidelines for the scope of work. No work shall commence until a building permit is retained and displayed on the property, if required.

If you have any questions throughout this process please do not hesitate contacting me, Maurice Morris, Housing Loan Officer at 569-7388; Kirk Williams, Rehabilitation Inspector 569-7386; or the Building Department at 569-7400.

Sincerely,


Maurice Morris
Housing Loan Officer

EDWARD ARRABITO

Cc:// Courtney Kain Director Community Development
Steve Hunter, Code Compliance Supervisor
Kirk Williams, Rehabilitation Inspector
FILE



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall - 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

April 6, 2011

Mr. Edward Arrabito
292 Liberty Street
Newburgh, NY 27522

**292 Liberty Street 2010
Façade Grant Program - \$15,000**

Dear Mr. Arrabito:

The City of Newburgh is pleased to provide you with a small grant in the amount of \$15,000. The scope of work for this grant is to replace windows, repair front porch and roof repair. Work must be completed by August 1, 2011, if you need an extension please contact our office.

Additionally, all work must be completed in accordance with the Building Department's guidelines for the scope of work. No work shall commence until a building permit is retained and displayed on the property, if required.

If you have any questions throughout this process please do not hesitate contacting me, Greta Simmons, Housing Loan Officer at 569-9400; or the Building Department at 569-7400.

Sincerely,


Greta Simmons
Housing Loan Officer

EDWARD ARRABITO

Cc: // Courtney Kain Director Community Development
Steve Hunter, Code Compliance Supervisor
Kirk Williams, Rehabilitation Inspector
FILE

**City of Newburgh
Grant Agreement**

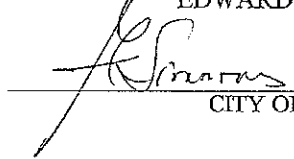
\$15,000

April 6, 2011

The City of Newburgh hereby approves a Façade Grant for the purpose of improving the exterior of 292 Liberty Street Newburgh, NY 12550. This grant is under the Façade Improvement Program in which twenty-five percent (25%) of the estimated cost was provided by the Grantee.

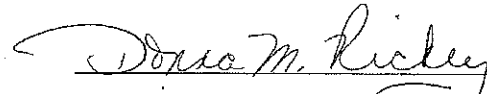
The Grant amount is FIFTEEN THOUSAND DOLLARS.

No repayment is required.


EDWARD ARRABITO

CITY OF NEWBURGH

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On the 6th day of APRIL in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD ARRABITO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



NOTARY PUBLIC

DONNA M. RICKEY
Notary Public, State of New York
No. 01RIA705930
Residing in Orange County
Commission Expires April 30, 2015

THIS BOND AND MORTGAGE, made the 29th day of April, ~~2006~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

herein referred to as the mortgagor,

and CITY OF NEWBURGH, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof. ...such percentage amount to be immediately due and payable within 5 years from the date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

292 Liberty Street
Sec/26 Bl/06 Lot/43

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinbefore provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Edward Arrabito

COUNTY OF ORANGE) ss.:

NOTARY PUBLIC

THIS BOND AND MORTGAGE, made the 29th day of April, ~~XXXXXX~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

herein referred to as the mortgagor,

and CITY OF NEWBURGH, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof. ...such percentage amount to be immediately due and payable within 5 years from the date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

292 Liberty Street
Sec/26 Bl/06 Lot/43

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Bellnap;

THENCE South along lands of said Moses C. Bellnap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, arials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises;
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee, thirty days after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Edward Arrabito

COUNTY OF ORANGE) ss.:

NOTARY PUBLIC

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Bellnap;

THENCE South along lands of said Moses C. Bellnap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT

Edward Arrabito

TO

City of Newburgh

SECTION 86 BLOCK 06 LOT 43

RECORD AND RETURN TO:
(name and address)

City of Newburgh
Department of Planning & Development
City Hall - 83 Broadway
Newburgh, N.Y. 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☐ MORTGAGE ☒ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
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4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
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5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

9900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 7 CROSS REF.
CERT. COPY ADD'L X-REF.
MAP# PGS.

PAYMENT TYPE: CHECK ☐
CASH ☒
CHARGE ☒
NO FEE ☐

CONSIDERATION \$
TAX EXEMPT ☐

MORTGAGE AMT. \$ 9,600
DATE

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT
(E) 3 TO 6 UNITS
(F) NAT. PERSON/CR. UNION
(G) NAT. PER-CR. UN/1 OR 2
(H) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED/FILED
07/28/2011/ 15:06:20
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110070561
MORT/BK 13208 PG 0764
SER# DC002626 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 75.00
Receipt#1342685 alicev

STATE OF NEW YORK (COUNTY OF ORANGE) SS:
I, ANN G. RABBITT, COUNTY CLERK AND CLERK OF THE
SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO
HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH
THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE
ON July 28, 2011 AND THE SAME IS A CORRECT
TRANSCRIPT THEREOF. IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

Ann G. Rabbitt May 24, 2016
COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS,
ORANGE COUNTY



TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

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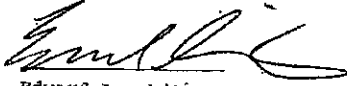
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building created or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Edward Arrabito

City of Newburgh
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT FORM

1. PROJECT TITLE: 292 Liberty St (apt. 2enov) 2. HUD ACCOUNT #: _____
3. PAYMENT REQUEST TOTAL: \$ 9,600 PROJECT YEAR: _____
4. EXPENSE/ITEM BREAKDOWN:

PLEASE PROVIDE A BREAKDOWN OF THE ITEMS W/AMOUNT CHARGED TO PROGRAM.
PLEASE ATTACH INVOICES/RECEIPTS TO DOCUMENT REQUESTED AMOUNT.
PLEASE SEPARATE/ADDITIONAL SHEETS AS NECESSARY.

(Schedule A)

Repair multiple outlets 3rd fl, & Master bedrooms, walk-in closets, 1st, 2nd & 3rd
floor interior surfaces (Paint, repair prime, provide smoke detectors
2 gas furnace (main part of house, 3rd floor apt), new heating system

5. Status Report: Detail the Project Status and Accomplishments to date:
[For Public facilities & improvements, please provide a unit of measure, such as sq. footage amount of sidewalk, water main, etc...as related to attached documentation].

6. CERTIFICATION: The individual signing this document certifies to the following statement: I have reviewed the payment request and find that, to the best of my knowledge, the work has been satisfactorily completed in accordance with the provisions of the Community Development Block Grant Program, HUD regulations, and all applicable federal and state laws.

APPLICANT:

INSPECTED BY:

CITY AUTHORIZATION:

EDUARDO ARRASITO, OWNER

Print Name & Title

Felix Medina Jr (Co.)

Print Name & Title

City Manager/Supervisor [Circle One]

Signature

Signature

Signature

Date

Date

Date

PROJECT COMPLETED



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

December 30, 2010

Mr. Edward Arrabito
292 Liberty Street
Newburgh, NY 27522

**292 Liberty Street
Homeowner Loan Program - \$9,600**

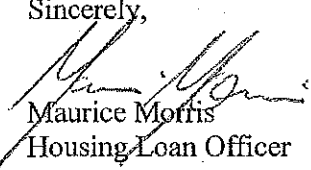
Dear Mr. Arrabito:

The City of Newburgh is pleased to provide you with a housing loan in the amount of \$9,600. The scope of work for this loan is (see schedule A attached). Work must be completed by April 1, 2011, if you need an extension please contact our office.

Additionally, all work must be completed in accordance with the Building Department's guidelines for the scope of work. No work shall commence until a building permit is retained and displayed on the property, if required.

If you have any questions throughout this process please do not hesitate contacting me, Maurice Morris, Housing Loan Officer at 569-7388; Kirk Williams, Rehabilitation Inspector 569-7386; or the Building Department at 569-7400.

Sincerely,


Maurice Morris
Housing Loan Officer

EDWARD ARRABITO

Cc:// Courtney Kain Director Community Development
Steve Hunter, Code Compliance Supervisor
Kirk Williams, Rehabilitation Inspector
FILE

Voucher Detail Report Parameters

Report ID:		Posted	
Report By:		2010	2016
Year:		1	12
Period:			
Date Range:		Invoice Date	
Sort By:		Voucher Number	
Vendor Type:			
Vendor Code:		0000038292	
Batch No.:			
Check ID:			
Entered By:			
Include:	All		
User Defined:			
Print Certification:	No	Certification Option:	Voucher B
Cash Totals:	Yes, no Page Break	Fund Totals:	Yes, no Page Break
Account Table:			
Alt. Sort Table:			

To:	Print Vendor Name 2:	No
To:	Print Vendor Address:	No
To:	Condense Report:	N
To:	Print Vch Dist Detail:	Yes
To:	Print Quotes:	No
To:	Print Multi Inv Detail:	Yes
To:	Use Alt Fund:	No

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Edward Arrabito

TO

City of Newburgh

SECTION 06 BLOCK 06 LOT 43RECORD AND RETURN TO:
(name and address)City of Newburgh
Department of Planning & Development
City Hall - 83 Broadway
Newburgh, N.Y. 12550

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED _____ MORTGAGE ☒ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
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CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 7 CROSS REF.
CERT. COPY _____ ADD'L X-REF.
MAP# _____ PGS. _____

PAYMENT TYPE: CHECK _____
CASH ☒
CHARGE ☒
NO FEE _____

CONSIDERATION \$ _____
TAX EXEMPT _____

MORTGAGE AMT. \$ 9,600
DATE _____

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT ☒
(E) 3 TO 6 UNITS
(F) NAT. PERSON/CR. UNION
(G) NAT. PER-CR. UN/1 OR 2
(K) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED/FILED
07/28/2011/ 15:06:20
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110070561
MORT/BK 13208 PG 0764
SER# DC002626 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 75.00
Receipt#1342685 alicev

STATE OF NEW YORK (COUNTY OF ORANGE) SS:
I, ANN G. RABBITT, COUNTY CLERK AND CLERK OF THE
SUPREME AND COUNTY COURTS, ORANGE COUNTY, DO
HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH
THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE
ON July 28, 2011 AND THE SAME IS A CORRECT
TRANSCRIPT THEREOF. IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.

Ann G. Rabbitt May 04, 2016
COUNTY CLERK & CLERK OF THE SUPREME COUNTY COURTS,
ORANGE COUNTY



Read and Mortgage, with additional clauses.
Individual or Corporation.

THIS BOND AND MORTGAGE, made the 18th day of February, ~~January 28, 2011~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

herein referred to as the mortgagor,

and CITY OF NEWBURGH, existing under the laws of the state of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Nine Thousand Six Hundred (\$9,600.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof. ...such percentage amount to be immediately due and payable within 5 years from the date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

292 Liberty Street
Sec/26 BL/06 Let/43

(MP)

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

**SCHEDULE "A" continued
(description)**

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Belknap;

THENCE South along lands of said Moses C. Belknap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, sashes, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any effects or defenses exist against the mortgage debt, as hereinbefore provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any effects or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

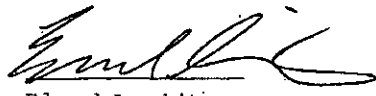
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be; and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Edward Arrabito

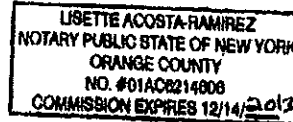
STATE OF NEW YORK)

COUNTY OF ORANGE)

) ss:

On the 18th day of February in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD ARRABITO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Lisette Acosta-Ramirez
NOTARY PUBLIC



City of Newburgh
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT FORM

1. PROJECT TITLE: 292 Liberty St (apt. renov) 2. HUD ACCOUNT #: _____

3. PAYMENT REQUEST TOTAL: \$ 9,600 PROJECT YEAR: _____

4. EXPENSE/ITEM BREAKDOWN:

PLEASE PROVIDE A BREAKDOWN OF THE ITEMS W/AMOUNT CHARGED TO PROGRAM.
PLEASE ATTACH INVOICES/RECEIPTS TO DOCUMENT REQUESTED AMOUNT.
PLEASE SEPARATE/ADDITIONAL SHEETS AS NECESSARY.

(Scholar A)

Repair multiple outlets 3rd fl, & Master bedrooms, walk-in closets, 1st, 2nd, 3rd
floor interior surfaces (Paint, repair, prime, provide smoke detectors
2 gas furnace (main part of house, 3rd floor apt), new heating system

5. Status Report: Detail the Project Status and Accomplishments to date:

[For Public facilities & improvements, please provide a unit of measure, such as sq. footage amount of sidewalk, water main, etc...as related to attached documentation].

6. CERTIFICATION: The individual signing this document certifies to the following statement: I have reviewed the payment request and find that, to the best of my knowledge, the work has been satisfactorily completed in accordance with the provisions of the Community Development Block Grant Program, HUD regulations, and all applicable federal and state laws.

APPLICANT:

INSPECTED BY:

CITY AUTHORIZATION:

EDWARD ARRABITO, OWNER

Felix Medina JR (CEO)

[Signature]
City Manager/Supervisor [Circle One]

Print Name & Title

Print Name & Title

City Manager/Supervisor [Circle One]

[Signature]
Signature

[Signature]
Signature

[Signature]
Signature

Date

Date

Date

PROJECT COMPLETED



City of Newburgh

DEPARTMENT OF PLANNING & DEVELOPMENT

City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

December 30, 2010

Mr. Edward Arrabito
292 Liberty Street
Newburgh, NY 27522

**292 Liberty Street
Homeowner Loan Program - \$9,600**

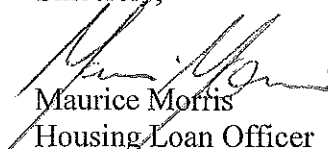
Dear Mr. Arribito:

The City of Newburgh is pleased to provide you with a housing loan in the amount of \$9,600. The scope of work for this loan is (see schedule A attached). Work must be completed by April 1, 2011, if you need an extension please contact our office.

Additionally, all work must be completed in accordance with the Building Department's guidelines for the scope of work. No work shall commence until a building permit is retained and displayed on the property, if required.

If you have any questions throughout this process please do not hesitate contacting me, Maurice Morris, Housing Loan Officer at 569-7388; Kirk Williams, Rehabilitation Inspector 569-7386; or the Building Department at 569-7400.

Sincerely,


Maurice Morris
Housing Loan Officer

EDWARD ARRABITO

Cc:// Courtney Kain Director Community Development
Steve Hunter, Code Compliance Supervisor
Kirk Williams, Rehabilitation Inspector
FILE



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

April 6, 2011

Mr. Edward Arrabito
292 Liberty Street
Newburgh, NY 27522

**292 Liberty Street 2010
Façade Grant Program - \$15,000**

Dear Mr. Arribito:

The City of Newburgh is pleased to provide you with a small grant in the amount of \$15,000. The scope of work for this grant is to replace windows, repair front porch and roof repair. Work must be completed by August 1, 2011, if you need an extension please contact our office.

Additionally, all work must be completed in accordance with the Building Department's guidelines for the scope of work. No work shall commence until a building permit is retained and displayed on the property, if required.

If you have any questions throughout this process please do not hesitate contacting me, Greta Simmons, Housing Loan Officer at 569-9400; or the Building Department at 569-7400.

Sincerely,

Greta Simmons
Housing Loan Officer

EDWARD ARRABITO

Cc: // Courtney Kain Director Community Development
Steve Hunter, Code Compliance Supervisor
Kirk Williams, Rehabilitation Inspector
FILE

**City of Newburgh
Grant Agreement**

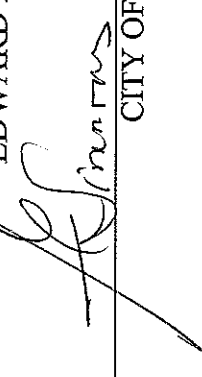
\$15,000

April 6, 2011

The City of Newburgh hereby approves a Façade Grant for the purpose of improving the exterior of 292 Liberty Street Newburgh, NY 12550. This grant is under the Façade Improvement Program in which twenty-five percent (25%) of the estimated cost was provided by the Grantee.

The Grant amount is FIFTEEN THOUSAND DOLLARS.

No repayment is required.


EDWARD ARRABITO

CITY OF NEWBURGH

STATE OF NEW YORK) ss:
COUNTY OF ORANGE)

On the th 6 day of APRIL in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD ARRABITO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.


NOTARY PUBLIC

DONNA M. RICKEY
Notary Public, State of New York
No. 01 RI4705930
Residing in Orange County
Commission Expires April 30, 2015

THIS BOND AND MORTGAGE, made the 29th day of April , ~~March 29th~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

and CITY OF NEWBURGH, existing under the laws of the state of New York with its
principal office for the transaction of business located at 83 Broadway, City
of Newburgh, Orange County, New York.

herein referred to as the mortgagor,

292 Liberty Street
Sec/26 Bl/06 Lot/43

herein referred to as the mortgagee,

WITNESSETH that the mortgagor does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Fifteen Thousand and 00/100 (\$15,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise
complied with the terms hereof and has not sold, conveyed, loan herein shall become
a grant and there shall be no obligation on the mortgagor to pay any part thereof.
...such percentage amount to be immediately due and payable within 5 years from the
date of this instrument, upon the earliest to occur of the following events:

- i) Default under term and condition of this bond and Mortgage
- ii) Sale or other conveyance of the mortgaged premises to a person other than a
named mortgagor herein; and
- iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aeriels, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagor, after notice and demand, in the payment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 of paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Edward Arrabito

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

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

NOTARY PUBLIC

THIS BOND AND MORTGAGE, made the 29th day of April, ~~March 29th 2011~~ 2011
BETWEEN Edward Arrabito residing at 292 Liberty Street, Newburgh, NY

and CITY OF NEWBURGH, existing under the laws of the state of New York with its
principal office for the transaction of business located at 83 Broadway, City
of Newburgh, Orange County, New York.

herein referred to as the mortgagor,

292 Liberty Street
Sec/26 Bl/06 Lot/43

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Fifteen Thousand and 00/100

(\$15,000.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-80% of the amount
- c) If within 3 years from the date of this instrument-60% of the amount
- d) If within 4 years from the date of this instrument-40% of the amount
- e) If within 5 years from the date of this instrument-20% of the amount
- f) After 5 years from date of this instrument, if the mortgagor has otherwise
complied with the terms hereof and has not sold, conveyed, loan herein shall become
a grant and there shall be no obligation on the mortgagor to pay any part thereof.
...such percentage amount to be immediately due and payable within 5 years from the
date of this instrument, upon the earliest to occur of the following events:
 - i) Default under term and condition of this bond and Mortgage
 - ii) Sale or other conveyance of the mortgaged premises to a person other than a
named mortgagor herein; and
 - iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

See Attached

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Bellnap;

THENCE South along lands of said Moses C. Bellnap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aeriads, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be disposed of by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagor after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgageor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgageor, together with interest thereon at the rate of six per cent per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Edward Arrabito

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

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

NOTARY PUBLIC

TITLE NO: ESQ6048

SCHEDULE "A"
(description)

ALL that certain plot, piece or parcel of land, situate, lying and being in the said City of Newburgh, Orange County, New York, bounded and described as follows, to wit:

BEGINNING at a point in the East Line of Liberty Street, 103 feet South of the South line of South Street and in the South line of lands formerly of Mary Martine;

RUNNING THENCE in a straight line Easterly along said lands formerly of Mary Martine, 128 feet and 6 inches or thereabout to a point in the West line of lands formerly of James Little, 95 feet and 6 inches South of the South line of South Street or thereabout;

THENCE Southerly along the lands formerly of James Little, 24 feet to lands late of David Van Dyck;

THENCE Westerly along said lands of said Van Dyck, 125 feet 4 inches or thereabouts to a point in the East line of Liberty Street, 26 feet 4 inches South of the place of BEGINNING,

THENCE Northerly along East line of Liberty Street, 26 feet 4 inches to the place of BEGINNING.

EXCEPTING and reserving from said described lot hereby intended to be conveyed to said party of the second part a right of way for ingress and egress over a strip of land 4 feet in width of the South part of said lot from Liberty Street, the West boundary line thereof to within 20 feet of the East boundary line thereof. And together with a right of way for ingress and egress over a strip of land, 4 feet in width of the North part of the lot adjoining the lot hereby intended to be conveyed on the South and lately owned by David Van Dyck, from Liberty Street, the West boundary line thereof to within 20 feet of lands formerly of James Little the East boundary line thereof, which 2 adjoining strips of land make a strip of land, 8 feet in width beginning in the East line of Liberty Street and running Easterly to within 20 feet of the rear of said line the South line of which said 8 feet in width is distant 22 feet from the South line of said lands of David Van Dyck, and which said strip of lands 8 feet in width extending from Liberty Street, to within 20 feet of the said Easterly boundary line of said lots now laid out and used is to be used as a Road for ingress and egress to and from said lots and for no other purpose.

EXCEPTING and reserving from said premises a gore of land on the South side of 8 feet reserved for an alleyway such gore being 6 inches wide in front on Liberty Street and running back to a point in the North line of land late of said Van Dyck.

ALSO ALL that certain other lot, piece or parcel of land situate on the East side of Liberty Street in the City of Newburgh aforesaid bounded as follows:

TITLE NO: ESQ6048

SCHEDULE "A" continued
(description)

BEGINNING at a point in the East line of Liberty Street, 103 feet South of the Southeast corner of Liberty and South Streets, being the Northwest corner of the lot of land hereinbefore described;

RUNNING THENCE North along the East line of Liberty Street, 15 feet;

THENCE East and parallel with the North line of the lands hereinbefore described to lands now or formerly of Moses C. Belknap;

THENCE South along lands of said Moses C. Belknap, 15 feet to the lands hereinbefore described;

THENCE West along the same about 128 feet to the place of BEGINNING.

SAID parcel being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the Easterly side of Liberty Street and the division line between lands now or formerly of the City of Newburgh by deed recorded in Liber 5249 Page 334 and the lands to be described;

THENCE running from said point of beginning along the Easterly side of Liberty Street North 09 degrees 38 minutes 02 seconds East, 41.33 feet to a point;

THENCE running from said point along the division line between lands now or formerly of Newburgh Ventures Corporation as recorded in Liber 4721 Page 252 and lands now or formerly of Living in Jesus Ministry, Inc. as recorded in Liber 4224 Page 41 and the premises to be described;

THENCE running along the last mentioned division line South 74 degrees 31 minutes 08 seconds East, 130.34 feet to a point on the division line between lands now or formerly of Nealis as recorded in Liber 11412 Page 1435 and lands now or formerly Woods recorded in Liber 2264 Page 1136 and the premises herein described;

THENCE running along last mentioned division line South 16 degrees 41 minutes 17 seconds West, 39.00 feet to a point on the division line between lands now or formerly the City of Newburgh as recorded in Liber 5249 Page 334 and the premises herein described;

THENCE running along last mentioned division line North 75 degrees 29 minutes 23 seconds West, 125.33 feet to the point and place of BEGINNING.

Date Prepared: 03/04/2016 10:49 AM

Report Date: 03/04/2016

PUR4090 1.0

Header Page 1

Total Report Pages 2

Voucher Detail Report Parameters

Report ID:

Report By: Posted

Year: 2010

To: 2016

Period: 1

To: 12

Date Range: Invoice Date

Range: To:

Sort By: Voucher Number

Range: To:

Vendor Type::

To: Print Vendor Name 2: No

Vendor Code.: 0000038292

To: 0000038292

Print Vendor Address: No

Batch No.:

To: Condense Report: N

Check ID:

To: Print Vch Dist Detail: Yes

Entered By:

To: Print Quotes: No

Include: All

Print Multi Inv Detail: Yes

User Defined:

Use Alt Fund: No

Print Certification: No

Certification Option: Voucher B

Cash Totals: Yes, no Page Break

Fund Totals: Yes, no Page Break

Account Table:

Alt. Sort Table:

Date Prepared: 03/04/2016 10:49 AM

Report Date: 03/04/2016

CITY OF NEWBURGH, NY

Voucher Detail Report

PUR4090 1.0

Page 2 of 2

Prepared By: ANNA

Voucher No.	Stub- Description	Vendor Code	Vendor Name	Voucher Amt.	Pay Due	Approved								
Voucher Date	Batch	Req. No.	Req. Date	PO No.	PO Date	Ordered By	Fisc Year	Check ID	Check No.	Check Date	Disc. %	Non Disc.	Cash Account	Disc. Amt.
Invoice Date	Invoice No.	Recur Months	Refund Year	Taxable	Ref No	Approved By	Period	Contract No.						
Fund	Cash Item													
				Regular	Prepaid	Wire Transfer	----- Direct Pay -----				Outstanding	Paid	Total	
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay				24,600.00										
Fund				Regular	Prepaid	Wire Transfer	----- Direct Pay -----				Outstanding	Paid	Total	
CD - PLANNING & DEVELOPMENT			NEWBURGH	15,000.00	0.00	0.00				0.00	0.00		15,000.00	
CD1 - PLANNING AND DEVELOPMENT GRANTS			NEWBURGH	9,600.00	0.00	0.00				0.00	0.00		9,600.00	
Grand Totals				24,600.00	0.00	0.00				0.00	0.00		24,600.00	
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay				24,600.00										

RESOLUTION NO.: ¹⁶⁷_____ -2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO HABITAT FOR HUMANITY OF
GREATER NEWBURGH, INC. TO THE PREMISES KNOWN AS
210 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 33 N/K/A
SECTION 11, BLOCK 1, LOT 33.1)**

WHEREAS, on March 31, 2008, the City of Newburgh conveyed property located at 210 Dubois Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 1, Lot 33, n/k/a 11-1-33.1, to Habitat for Humanity of Greater Newburgh, Inc.; and

WHEREAS, the owner, by their attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 of the aforementioned deed.

RELEASE OF COVENANTS AND

RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 210 Dubois Street, Section 11, Block 1, Lot 33, n/k/a Section 11, Block 1, Lot 33.1, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, 6 and 7 in a deed dated March 31, 2008, from the CITY OF NEWBURGH to HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., recorded in the Orange County Clerk's Office on May 1, 2008, in Liber 12659 of Deeds at Page 0227 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

By:

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

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

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

RESOLUTION NO.: ¹⁶⁸ _____-2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ALEX FRIDMAN
TO THE PREMISES KNOWN AS 317 LIBERTY STREET
(SECTION 11, BLOCK 5, LOT 7)**

WHEREAS, on November 13, 2015, the City of Newburgh conveyed property located at 317 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 7, to Alex Fridman; and

WHEREAS, the owner, by his attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

RESOLUTION NO.: 169-2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO E. DIO BERKLEY
AKA ELLSWORTH D. BERKLEY E.D.B. TO THE PREMISES KNOWN
AS 35-39 HASBROUCK STREET (N/K/A 37 HASBROUCK STREET)
SECTION 38, BLOCK 4, LOT 17**

WHEREAS, on August 14, 1984, the City of Newburgh conveyed property located at 35-39 Hasbrouck Street (n/k/a 37 Hasbrouck Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 4, Lot 17, to E. Dio Berkley aka Ellsworth D. Berkley E.D.B.; and

WHEREAS, such deed was lost and never recorded in the office of the Orange County Clerk; and

WHEREAS, the City of Newburgh issued a replacement deed to Mr. Berkley which was dated September 10, 2008; and

WHEREAS, such replacement deed has now been recorded in the office of the Orange County Clerk in Liber 12727 of deeds at page 580; and

WHEREAS, the new owner has requested a release of the restrictive covenants contained in said deed; and

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 35-39 Hasbrouck Street (n/k/a 37 Hasbrouck Street), Section 38, Block 4, Lot 17, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated September 10, 2008, from the CITY OF NEWBURGH to E. DIO BERKLEY AKA ELLSWORTH D. BERKLEY E.D.B., recorded in the Orange County Clerk's Office on September 15, 2008, in Liber 12727 of Deeds at Page 580 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

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

RESOLUTION NO.: 170 **-2016**

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO PETAR ELEZOVIC TO THE PREMISES KNOWN
AS
297 FIRST STREET F/K/A 295 FIRST STREET (SECTION 29, BLOCK 1, LOT 4)**

WHEREAS, on December 10, 2001, the City of Newburgh conveyed property located at 297 First Street f/k/a 295 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 1, Lot 4, to Petar Elezovic; and

WHEREAS, the owner, by their attorney, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and recommend such release be granted; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 297 First Street f/k/a 295 First Street, Section 29, Block 1, Lot 4, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated December 10, 2002, from the CITY OF NEWBURGH to PETAR ELEZOVIC, recorded in the Orange County Clerk's Office on March 27, 2003, in Liber 11103 of Deeds at Page 1904 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: ¹⁷¹_____ - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED TECHNICAL ASSISTANCE
FROM THE AMERICAN PLANNING ASSOCIATION
COMMUNITY PLANNING ASSISTANCE TEAM TO DEVELOP
A COMMUNITY-LED NEIGHBORHOOD PLAN IN PREPARATION
FOR THE 2018 COMPREHENSIVE PLAN UPDATE**

WHEREAS, the American Planning Association Community Planning Assistance Teams (CPAT) program focuses broadly on addressing issues of social equity, inclusion, accessibility, and sustainability in planning and development; seeks to foster community education and civic engagement; and is designed to bring planning resources and opportunities to communities with a demonstrated need for assistance and to strengthen the ability of local residents and other community stakeholders to influence or determine decisions that affect their quality of life; and

WHEREAS, CPAT is a pro bono program which provides the time of senior-level planning experts and APA staff to a community without compensation except for funding to cover travel expenses and accommodations; and

WHEREAS, the City of Newburgh proposes to seek assistance through CPAT for the development of a community-led Neighborhood Plan for the William Street to Mill Street area in preparation for the 2018 Comprehensive Plan; and

WHEREAS, this Council has determined that applying for and accepting such technical assistance if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded technical assistance from American Planning Association Community Planning Assistance Teams for the development of a community-led Neighborhood Plan for the William Street to Mill Street area in preparation for the 2018 Comprehensive Plan; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program.



The American Planning Association's
Professional Institute
**American Institute
of Certified Planners**
Making Great Communities Happen

COMMUNITY PLANNING ASSISTANCE TEAMS

CPAT COMMUNITY PROPOSAL FORM

Thank you for your interest in participating in APA's Community Assistance Program. As a priority of APA and its professional institute, AICP, the Community Planning Assistance Teams (CPAT) program focuses broadly on addressing issues of social equity, inclusion, accessibility, and sustainability in planning and development. CPATs seek to foster community education and civic engagement. The program is designed to bring planning resources and opportunities to communities with a demonstrated need for assistance and to strengthen the ability of local residents and other community stakeholders to influence or determine decisions that affect their quality of life. CPAT is a pro bono program, meaning that the program provides the time of senior-level planning experts and APA staff to a community without compensation. However, the community is expected to raise funds to cover travel expenses and accommodations.

When preparing your submission, please keep in mind that your project should be as focused as possible in scope. The scope of a CPAT's work is limited due to the constraints of time and resources provided by APA staff and the volunteer experts. While experts spend time preparing for a project before they arrive in the community and additional time completing project elements after they leave, actual time spent in the community is only three to five days, plus an initial visit by the Team Leader and APA staff to meet with stakeholders. A sample timeline for a typical CPAT project is provided in this form (section 12) along with a sample budget (section 9). Thorough preparation of briefing materials ahead of a Team's visit is a tremendous help, the work requested must be achievable within a limited amount of time.

Your proposal is used by APA to determine whether the project is an appropriate fit for the CPAT program. Please include as much relevant information and background as possible. APA's ability to commission a team of experts to successfully address the issues and needs of your community may be limited by the care and thoroughness of the submission. Proposals are reviewed as they are received. If your proposal is selected, project scheduling is determined on current capacity.



Send proposals to:
CPAT@planning.org

We encourage you to
contact APA staff about
preparing your proposal.

Email CPAT@planning.org

Or call 312.786.6359

Thank you for your interest
in the CPAT program!

PLEASE READ:

Your proposal must address each section in the same order with the same section headings as they appear below. You may, however, submit your proposal in any format style (font, spacing, margins, heading styles, embedded images, etc.). Please submit the completed proposal form, including an appendix with all supporting materials, i.e., letters of support, the primary contact's resume, and any multi-media resources. Submit the completed proposal via email to CPAT@planning.org. Please use a file hosting service if the file size is too large to email or we can set one up for you.

1. TITLE

Provide a short name for your proposal. For example, *Sampleville Transportation Project: Connectivity, Community, & Coordination*.

2. BRIEF SUMMARY

Provide a short standalone paragraph (3-5 sentences) summarizing and outlining the key points of your community's project/issue.

3. DESCRIPTION OF COMMUNITY AND ISSUES

This section will serve as the main body of your proposal. We encourage you to include images and maps to define the study area and highlight any key issues. The following guidelines and questions may help guide this section.

- Draw the boundaries of the study area on a map.
- Describe the issues affecting your community that influence or have led to the need for assistance. Include the degree to which the problem is recognized by leadership and the community, and the obstacles (social, political, economic, physical, etc.) to addressing and overcoming these issues.
- Describe how a CPAT can build on past efforts or advance current work within the community. Please describe any approaches used and the level of success they had or are having.
- What types of expertise are you most interested in receiving? For example: urban design, economic development, transportation, implementation, parks/open space/trails planning, etc.
- From your perspective, why would a team of expert planners from around the country provide a more effective result than hiring consultants or using other resources? Why is your community in need of pro bono services?

4. OUTCOMES

In this section, please discuss what your community hopes to achieve from receiving assistance. In general, CPATs are short-term community initiatives that frequently work to help build momentum around a community's vision or strategy. What plans do you have to maximize the opportunity and follow through with the project and the Team's work? The following questions should help guide your thoughts on this section:

- What are the major objectives of your project?
- How do you plan to leverage the Team's work to achieve the goals of the project and community?
- How will you attract local media and gain public attention for the project?
- What do you imagine will be different after the Team's work is completed?

5. STAKEHOLDERS

List the major stakeholders in your community such as government agencies, business owners, key property owners, community organizations, schools, etc. What is their role in this project? In what ways will they work with APA staff and the Team? What kinds of resources will they provide? Will they have representatives who meet with the Team during their visit? How will they follow-up after the project? Please include any relevant websites and contact information.

6. LETTERS OF SUPPORT

Please provide at least three letters of support from major stakeholders. Letters should state reasons why the project is important to the community and why APA's CPAT program is needed. Include the contact information of each letter's author using the format below in this section of the proposal. Attach the three letters as an appendix to your proposal.

Jane Doe
Director of Planning, City/Town
(555) 555-5555, jdoe@citytown.gov
1234 First Street, Suite 567

* Include all letters of support as an appendix.

7. COMMUNITY CAPACITY / PARTNERSHIPS

**This section is not required, but strongly encouraged, if possible.*

APA/AICP strongly encourages diverse community participation. Strategic partnerships build stronger community support and, ultimately, create more successful projects. Potential partners may include: local businesses, business improvement districts, the chamber of commerce, nonprofit organizations, among others.

A university, community college, or other educational institution may also serve as an important and strategic partner. Their participation may come in various forms, including the incorporation of the CPAT into a graduate-level studio or class project, student volunteers during the Team's visit (particularly those with research and design skills), and meeting space. Such a partnership is not possible for every community. Where possible, partners often include schools of urban and regional planning, urban design, architecture, landscape architecture, environmental studies, economics, business administration and other related disciplines. If you are planning any partnerships for your project, please include the following:

- Name of partner institution
- Partner contact Information
- Description of partnership

8. PRIMARY CONTACT INFORMATION

The primary contact person will be the main community resource for APA staff and the Team. This person will be responsible for connecting APA staff and the Team to stakeholders and building community involvement. The primary contact person will help organize local logistics for the Team's visit, collect and organize requested materials for the Team, among other project tasks as needed. The person should include a resume in the appendix of the application. Include the following information in the body of the proposal.

- Primary Contact's Name
- Title
- Company/Organization
- Address
- Email
- Phone
- Short Description of how the contact represents or speaks for the interests of the community

** Please include the primary contact's resume in the appendix.*

9. BUDGET

Please draft a tentative budget for the project. While a budget will ultimately be developed in cooperation with APA staff, please provide basic information such as cost of meeting space, hotel accommodations, food and beverage, local transportation, printing, etc.

What kind of financial support or in-kind donations can your community provide for the project? (For example: meals, hotel accommodations, meeting space, work supplies, etc.). If funds are not available at this time, what fundraising strategies will you employ (local donations, partnerships, sponsorships, etc.)? In the past, communities have requested food and beverage from local businesses, meeting space has been provided by local governments, hotels and universities, hotels have given special rates to communities for Team members, etc.

Below is an example that should help get you started in preparing the project's budget. Any budget format is acceptable. However, please be as specific as possible and explain any in-kind services or donations in the budget.

TITLE: SAMPLETOWN: SUSTAINING OUR CITY FOR THE FUTURE					
Line Item	Amount				
Travel	Traveler	Airfare (\$400/person)	Lodging (\$200/night/ person)	Food (\$100/day/ person)	Total
	Team Leader (Preliminary visit)	\$400. ⁰⁰	\$200. ⁰⁰ (1 night)	\$200. ⁰⁰ (2 days)	\$800. ⁰⁰
	Experts (x5) *All experts' time is pro bono	\$2,000. ⁰⁰	\$4,000. ⁰⁰ (4 nights)	\$1,875. ⁰⁰ 5 days (\$75/day) Lunch provided by University (see below)	\$7,875. ⁰⁰
	APA Staff (x2 visits) *All APA staff time is pro bono	\$800. ⁰⁰	\$2,000. ⁰⁰ (5 nights)	\$750. ⁰⁰ 5 days (\$75/day) Lunch provided	\$3,350. ⁰⁰
	TOTAL	\$3,200. ⁰⁰	\$6,200. ⁰⁰	\$2,825. ⁰⁰	\$ 12,225. ⁰⁰
Meeting Space	Meeting space will be provided free of charge for all 5 days by the University of Sampletown. The University will additionally provide A/V equipment, space for the community meeting, student volunteers, and lunches for the Team and APA staff. More details are provided below.				\$0. ⁰⁰
Local Transportation	Rental car for initial visit: \$200. ⁰⁰ Rental van for full team visit: \$500. ⁰⁰				\$700. ⁰⁰
Printing	Any printing services needed will be provided free of charge by the City of Sampletown Planning Department.				\$0. ⁰⁰
Supplies	The City of Sampletown will provide flipcharts, markers, design supplies, paper, pens, and other basic office supplies for the Team's use.				\$0. ⁰⁰
TOTAL					\$12,925. ⁰⁰

10. LIST OF MULTI-MEDIA MATERIALS (INCLUDE ITEMS IN APPENDIX)

Please provide a list of any multi-media items provided as appendices in this section. Include any maps, pictures, planning documents, graphic illustrations, newspaper articles, tourist brochures, chamber of commerce materials, demographic information, history, form of local government, regional context, geographical/topographical information, etc. that will help give APA a better understanding of your community and the issues to address. Include all additions in the appendix of your proposal.

11. HOW DID YOU HEAR ABOUT CPAT?

Please tell us how you learned about APA's CPAT program, e.g., from a colleague, while browsing the APA website, during an APA event, from APA's e-newsletter – Interact, or some other way. We want to know.

12. AVAILABILITY

A Team's visit is typically three to five days. If there are any strategic dates for the Team's visit that may assist community participation or increase media attention, and avoid possible conflicts, please explain.

Below is a sample timeline of a typical project to help you think through any scheduling issues. Project timelines will be worked out with APA staff upon official selection. The four main stages are:

- Review and Selection by APA
- Initial Site Visit by Team Leader and APA Staff
- Full Team Visit to Community
- Follow-up and Final Report

See below for a more detailed timeline of a typical CPAT project.

TYPICAL CPAT TIMELINE	
Time Frame	CPAT Activity
Month 1 – 2	• APA staff and community contact person(s) discuss project in more detail; identify all stakeholders and compile a contact list; finalize dates for the initial Team Leader visit and the Team's visit. • APA staff works with community contact person to develop a timeline. Please note that the remainder of the timeline from the initial discussion with APA staff will depend on the finalized dates for the site-visits. • APA staff identifies Team leader and confirms dates/timeframe for project. • Establish dates and coordinate preliminary site-visit with Team Leader, APA staff, community contact person(s), and stakeholders. • Community contact person gathers and prepares additional briefing materials for the Team.
Month 3 – 4	• Preliminary site visit/meeting/community tour (Team Leader, APA staff, and community stakeholders). • Following site visit, APA staff and Team Leader create a scope of work for the project. Upon agreement, primary community contact signs document. • APA staff and Team Leader begin selection process of additional Team members. • APA staff finalizes and confirms all Team members. • APA staff and community contact person coordinate all logistics for Team's visit with community members and key stakeholders.
Month 4 – 6	• Community contact person finalizes all briefing materials for team's review. (current plans, documents, MOUs, maps, pictures, news articles, etc.). • APA staff and Team meet via conference calls and email exchanges to discuss and coordinate details of the project. • Press release - APA staff works with community contact person to develop press release for CPAT. • Team's on-site visit (3 to 5 days); public meeting; stakeholder interviews; intensive Team work sessions; preliminary findings/recommendations are presented; Team Leader establishes responsibilities among Team members for the final report. • APA staff posts photos, news releases, quotes from participants and stakeholders, media hits, and project outcomes on APA website. Each project has its own project webpage. • Community contact person posts links to the APA project webpage where possible. • Community contact person encourages community members and other stakeholders to review the Team's preliminary recommendations and provide additional feedback.
During the visit and immediately thereafter	• Team works independently on final report. • APA staff works with Team to add graphics/pictures, review and edit, and synthesize the contents of final report.
Month 6 – 9	• APA staff finalizes and formats the contents of the final report. • APA staff issues a digital copy of the final report to primary community contact and releases and announces the report on the APA website. • Community contact person (and community leadership) promotes final report through appropriate local/regional outlets. • (No time limit) Community contact person is encouraged to follow up with APA staff regarding any news or developments related to the CPAT project.

13. EVALUATION OF PROPOSALS

APA staff is available to assist a community ahead of submitting a proposal. Upon fulfilling all of the needed elements of the proposal, APA staff will review it, then present it to the Community Planning Assistance Committee (comprised of members appointed by the AICP Commission) for approval. Submission contacts will be notified by APA staff within one month with either additional questions or a final decision.

Criteria considered when reviewing proposals:

- Clarity of issue(s) to be addressed; the scope of work is appropriately focused and well defined. *Can a group of five volunteer professionals address the issue(s) in three to five days?*
- Commitment and support for project by community and key stakeholders (including partnerships). *Is the timing right for a CPAT? Will the community participate?*
- Funding and ground support available for project. *Is the funding to cover all travel costs secured?*
- Primary contact person's demonstrated ability to coordinate project. *Does s/he have the experience and time to commit to the CPAT endeavor?*
- The community's level of need for pro bono assistance. *Is pro bono help truly needed?*

14. TERMS OF SUBMISSION

When submitting your proposal, you understand and agree to the following:

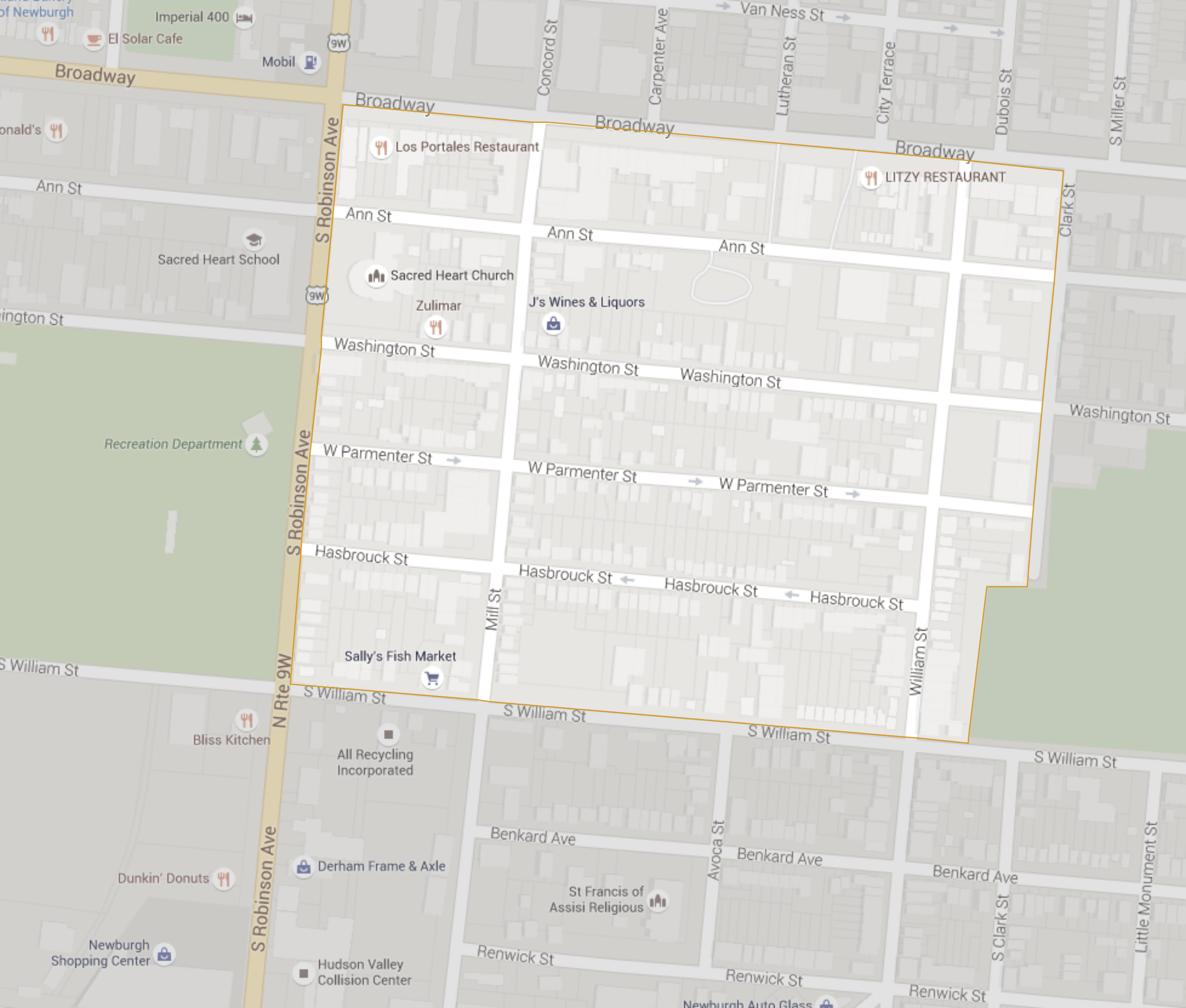
- I understand that the Community Planning Assistance Teams program is a pro-bono effort. While APA provides staff support and a team of subject matter experts, a substantial commitment from the host community in the form of financial resources or in-kind donations (lodging, food, meeting space, etc.) is required to sustain the program.
- I understand that, as the host community, I am responsible for developing briefing materials for the team of subject matter experts to review prior to, during, and after the Team visit, in consultation with APA staff.
- I understand that, as the host community, I am responsible for providing timely review and feedback needed by APA staff and the team of experts to finalize reports and other project-related materials.
- I understand that the volunteer Community Planning Assistance Team will provide objective, unbiased recommendations based on their consultation with the community. The community retains the authority to implement these recommendations as they see fit.
- APA seeks to foster lasting relationships with communities, from the beginning of the Community Planning Assistance Team process through implementation and follow-up

Thank you for your interest in the CPAT program!

If you have any questions about the community proposal form or about any aspect of the CPAT program, we encourage you to contact us at:

CPAT@planning.org

312-786-6359



RESOLUTION NO.: 172 - **2016**

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
AMENDMENT WITH THE PRESERVATION LEAGUE OF NEW YORK STATE
FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES
FOR THE DUTCH REFORMED CHURCH**

WHEREAS, by Resolution No. 76-2016 of March 28, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into a sub-recipient grant agreement with the Preservation League of New York State ("Preservation League") for the retention and management of a professional engineering services contract with Ryan Biggs Clark Davis Engineering and Surveying, P.C. to perform a structural engineering assessment of the Dutch Reformed Church at a cost of approximately \$18,500.00; and

WHEREAS, the Preservation League has submitted a proposal from Vertical Access, LLC, a copy of which is annexed hereto, for additional engineering services to further assist Ryan Biggs Clark Davis Engineering and Surveying, P.C. ("Ryan Biggs") in the professional engineering assessment of the Dutch Reformed Church's current conditions in order to determine the next steps in the stabilization of the Church in the amount of \$19,588.00; and

WHEREAS, funding for said additional services in the amount of \$19,588.00 shall be derived from CD1.8686.0448.8030.2016; and

WHEREAS, this Council has determined that accepting the proposal and authorizing the execution of an amendment to the sub-recipient grant agreement with the Preservation League is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the proposal for additional engineering services with Vertical Access, LLC is accepted and the City Manager is authorized to execute an amendment to the sub-recipient grant agreement with the Preservation League of New York State in the amount of \$19,588.00 for additional professional engineering services in connection with the assessment and stabilization of the Dutch Reformed Church; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to take all such actions as are appropriate and necessary to carry out the terms and conditions of such contracts and carry out the subject work in furtherance of the preservation, protection and restoration of the Dutch Reformed Church; same as being in the best interests of the City of Newburgh.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, entered into this _____ day of _____
2016

BY AND BETWEEN:

NAME: **Preservation League of New York State**

ADDRESS: 44 Central Avenue, Albany, New York 12206

FEDERAL EMPLOYER ID #: _____

A not-for-profit corporation established under the laws of the State of New York, having its principal office at 44 Central Avenue, Albany, New York, hereinafter referred to as referred to as the "Sub-grantee", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "City",

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

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

WHEREAS, the City and the Sub-grantee are parties to an Agreement dated April 18, 2016 to fund the performance of a structural assessment of the Dutch Reformed Church at a project cost not to exceed \$20,000; and

WHEREAS, the Sub-grantee has provided a proposal for additional services to complete the project for an additional cost;

WHEREAS, the Newburgh City Council has authorized the funding of the proposal for additional services as detailed in Attachment A, and the budget for an additional amount not to exceed \$19,588.00 and a total project cost of \$39,588;

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

SECTION 1: Article V is amended as follows:

ARTICLE V. COMPENSATION

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

(2) Total payment under this Contract shall not exceed \$39,588.00 as full payment for all services rendered by the Sub-grantee during the period of this agreement.

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

SECTION 2: All other terms and conditions set forth in the Agreement, dated April 18, 2016, shall remain in full force and effect.

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

SUB-GRANTEE

WITNESS BY: _____

Preservation League of New York

By _____

Title _____

Date: _____

CITY OF NEWBURGH

WITNESS BY: _____

By _____

City Manager

Date _____

APPROVED AS TO FORM BY:

Corporation Counsel

APPROVED BY:

Comptroller

Proposal



**Dutch Reformed Church
Newburgh, NY**

Vertical Access LLC
PO Box 4135, Ithaca, NY 14852
Tel: 607 257 4049 / Fax: 607 257 2129

Proposal Date: June 10, 2016

Client: Ryan Biggs | Clark Davis

Client Contact: Jack Healy and Ali Church, for the City of Newburgh

Client Address: 257 Ushers Road, Clifton Park, NY 12065

Project Name Dutch Reformed Church Roof Truss Characterization and Evaluation

Project Address: 132 Grand Street, Newburgh, NY

VA Project No.: 16-1866

Project Purpose: Assist Ryan Biggs | Clark Davis with the assessment of the timber roof trusses by characterizing and evaluating the trusses.

Proposed Scope, Terms and Conditions:

Services: Vertical Access (VA) will perform its services consistent with the skill and care ordinarily applied by similar architects, engineers and technicians performing similar services at the same time and in the same locality. VA will provide a minimum of two personnel on site at all times when performing its services, and will provide all of the equipment necessary to conduct the following scope of services:

Base Scope of Work: Vertical Access will provide three technicians for a total of two days, to assist with the characterization and evaluation of the existing timber roof trusses over the nave of the Dutch Reformed Church, in Newburgh, NY. The team will include VA Partner, Kelly Streeter, PE. VA will provide up to four (4) 1000 watt theatrical lights, to help illuminate the interior of the nave and attic space.

Measure and record dimensions of one truss and develop a hand sketch of the resulting characterization of the truss member sizes, connection details, web angles and dimensions as well as bearing details.

Once the characterization is complete, survey additional trusses, as time allows. Include a subset of trusses above the intact ceiling. As directed by Ryan Biggs | Clark Davis, determine

the relative and if possible, the absolute degree of sag or deflection in the bottom chord of several trusses.

As part of the truss characterization, VA will provide up to four hours of live-feed video documentation. Live-feed video allows everyone on the project team to interact with Vertical Access technicians during the investigation. VA will provide two (2) copies of the narrated video documentation on DVDs as part of the project deliverables.

VA will not provide any construction services, including, without limitation, demolition, repair, altering, painting, cleaning, or masonry pointing.

Documentation: VA will document existing conditions using digital still color photography keyed to annotated drawings. To record existing conditions, VA will utilize its own Tablet PC Annotation System (TPAS[®]) that allows on-site annotation directly in AutoCAD. VA developed TPAS to input both graphical and numerical data directly into AutoCAD, on site, using tablet computers and digital cameras. More information about TPAS may be found on our website: <http://www.vertical-access.com/tpas.html>. Vertical Access' Conditions Glossary showing the material libraries used with TPAS can also be found on our website: <http://www.vertical-access.com/glossary.html>.

With TPAS, existing conditions data are noted graphically in AutoCAD, facilitating interpretation and diagnosis of fault patterns and failure mechanisms. In addition, numerical data pertaining to the faults identified, such as crack length and width are also recorded, in attribute tag format. Areas in disrepair or with other notable conditions will be photographed with the photographs keyed to the background image in the AutoCAD file.

Deliverables:

(1) Condition Survey Report: Following the survey, VA will prepare a *Condition Survey Report* based on its field observations. The report will include a written narrative summarizing the findings, color photographs of representative conditions, annotated elevation drawings and a spreadsheet listing the numerical quantities of each condition identified. The report will not include treatment recommendations or cost estimates.

VA will provide two (2) copies of the report in both digital and printed formats. Digital files will include a full *Condition Survey Report* in .pdf format, the Report Narrative in .pdf format, .jpg image files of all survey photographs, annotated elevation drawings in AutoCAD .dwg and .pdf formats and spreadsheet quantities in Microsoft Excel .xls format. Client may make additional copies of the *Condition Survey Report* from the digital files provided.

**Fixed Fee Total, Two Days of Site Time for
Three Technicians: \$19,588.80**

Fixed Fee Breakout:

Permitting	\$0.00
Project Management	\$528.00
Procurement	\$0.00
Mobilization and demob	\$4,092.00
Site work, labor	\$9,240.00
Site work, per diem	\$990.00
Site work, consumables and rentals	\$0.00
Pre-site prep of deliverables	\$660.00
Post-site prep of deliverables	\$3,146.00
 Subtotal	 \$18,656.00
Insurance Surcharge	\$932.80
Total	\$19,588.80

Fixed Fee Total, One Day of Site Time: \$14,218.05

Fixed Fee Breakout:

Permitting	\$0.00
Project Management	\$528.00
Procurement	\$0.00
Mobilization and demob	\$4,092.00
Site work, labor	\$4,620.00
Site work, per diem	\$495.00
Site work, consumables and rentals	\$0.00
Pre-site prep of deliverables	\$660.00
Post-site prep of deliverables	\$3,146.00
 Subtotal	 \$13,541.00
Insurance Surcharge	\$677.05
Total	\$14,218.05

Fixed Fee Total, Additional Days of Site Time: \$6,283.95

Fixed Fee Breakout:

Permitting	\$0.00
Project Management	\$0.00
Procurement	\$0.00
Mobilization and demob	\$110.72
Site work, labor	\$4,620.00
Site work, per diem	\$495.00
Site work, consumables and rentals	\$0.00
Pre-site prep of deliverables	\$0.00
Post-site prep of deliverables	\$759.00
Subtotal	\$5,984.72
Insurance Surcharge	\$299.24
Total	\$6,283.95

The day rate is for a team of three VA technicians to perform additional inspection services and assumes the additional work would happen as part of the same mobilization as the base scope. It includes site time and per diem. If additional work requires a separate mobilization, additional mobilization costs are billed at \$90/hour per person for travel time and direct transportation costs plus 10%.

Exclusions:

This Fixed Fee proposal does not include permitting for, or provision of, any sort of sidewalk protection or bridging, all of which, if required, will be provided by others as may be necessary to protect the public.

* Add 20% to the mobilization/demobilization, per diem and site services labor portions of the project fixed fee if services are performed between November 15th and March 15th, to allow for additional costs associated with winter restrictions, additional coordination and uncertainty due to weather conditions.

This Proposal will remain valid for a period of sixty (60) days and may need to be re-negotiated after that time.

Access to Designated Locations: Vertical Access (VA) personnel utilize industrial rope access techniques to allow hands-on access in order to perform a close visual examination and hammer-sounding of designated areas. Industrial rope access systems rely on double rope techniques to safely gain access to a variety of structures. Technicians will tie off ropes to structural members, and descend on two fixed lines to perform the investigation. In general terms, technicians are suspended on one rope termed the “work positioning” line with a redundant “fall protection” line used as backup.

Hands-off descent control and fall protection devices are integrated into site-specific rigging systems, along with industry-specific climbing and suspension harnesses.

In accordance with applicable law, Vertical Access is responsible for the safety of its own employees and will develop a site safety plan prior to beginning services at the building site.

Client Responsibilities:

(1) Client shall provide base drawings for use in the survey in a digital format that will clearly show all building locations designated for survey. AutoCAD drawings in .dwg format are preferred, but scanned drawings in .tif format are suitable.

(2) The Client shall, or, if applicable, shall require that the building owner, prevent its own employees and members of the public from walking or gathering below an area being surveyed by VA. Client recognizes that it may be necessary to close certain pedestrian paths, sidewalks, entrances and public spaces surrounding and within the building and will take all reasonable measures to do so. Client shall release VA from claims, and shall indemnify and defend VA from and against any claim of whatever kind and nature arising from Client's failure to perform its responsibility under this paragraph.

(3) Prior to scheduling the survey, the Client shall provide documentation of existing equipment and safety protocols for working in proximity to its rooftop equipment, if any, including but not limited to equipment that may emit radio frequency, microwave or other radiation.

Insurance:

(1) Vertical Access carries \$1,000,000 of Professional Liability insurance and \$1,000,000 of General Liability insurance, in addition to statutory requirements for Workers' Compensation and Disability coverage. A \$5,000,000 Umbrella policy is also in effect. Prior to providing any services on the site, VA will provide certificates of such insurance to Client. The certificates shall show Client as an additional named insured on the general liability and umbrella policies.

(2) Client shall provide \$2,000,000 in general liability insurance and shall name VA as an additional insured on the general liability policy. Client waives subrogation in favor of VA. At least one week in advance of VA's commencement of services at the site, Client shall provide certificates of such insurance to VA. Receipt of the certificates constitutes a condition precedent to VA's commencement of services at the site.

Limitation of Liability: To the fullest extent permitted by law, Project Client agrees to limit Vertical Access' liability to the Client for any and all injuries, claims, losses, expenses, or damages, arising out of or in any way related to the Project or this agreement from any cause or causes, to \$50,000.00 or the amount of compensation that VA receives under this Agreement, whichever is higher. This limitation of liability shall apply regardless of the cause of action or legal theory pled or asserted.

Mutual Indemnity: To the fullest extent permitted by law, Client and VA shall each hold the other harmless and indemnify the other for all damages and losses of whatever kind and nature arising under or arising out of this Project, but only to the extent that they are caused by the fault or negligence of the indemnifying party.

Consequential Damages: VA and the Client waive consequential or special damages for claims, disputes or other matters in question arising of or relating to the Project or this Agreement.

Project Schedule: Project schedule to be determined. Vertical Access will schedule the services only after receiving a signed proposal from Client or otherwise executing a written contract with Client.

Payment Schedule: Invoices are due and payable upon receipt. VA will charge interest at the rate of 6% per annum for any amount, not subject to a reasonable dispute, which is unpaid after forty-five (45) days.

Submitted by

Vertical Access LLC



By: _____

Kent Diebolt

Name: _____

June 10, 2016

Date: _____

Acceptance of the Proposal

The above prices, terms and conditions of this Proposal are satisfactory and hereby accepted. Vertical Access is hereby authorized to undertake the services set forth herein and payment will be made as outlined, above. Client's signature below creates a binding agreement between VA and Client, which agreement represents the entire and integrated agreement between the VA and Client and supersedes all prior negotiations, representations, or agreements either written or oral; however, any changes made to this Proposal by Client without VA's written acceptance shall render this Proposal null and void.

Accepted by:

Ryan Biggs | Clark Davis

By: _____

Name: _____

Date: _____

RESOLUTION NO.: 76 - 2016

OF

MARCH 28, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE PRESERVATION LEAGUE OF NEW YORK STATE
CONNECTION WITH PROFESSIONAL ENGINEERING SERVICES
FOR THE DUTCH REFORMED CHURCH**

WHEREAS, the Dutch Reformed Church is a historical, architectural and cultural gem in the heart of the City of Newburgh; and is the object of a dedicated campaign of generous and public-spirited citizens and local and national organizations to preserve, protect and restore; and

WHEREAS, the Preservation League of New York State ("Preservation League") is among the organizations devoted to the preservation of the Dutch Reformed Church; and

WHEREAS, the Preservation League proposes to assist the City in the continuing preservation efforts by engaging the firm of Ryan Biggs Clark Davis Engineering and Surveying, P.C. ("Ryan Biggs") to conduct a professional engineering assessment of the Dutch Reformed Church's current conditions in order to determine the next steps in the stabilization of the Church; and

WHEREAS, the Preservation League has obtained a proposal from Ryan Biggs to perform a structural engineering assessment of the Dutch Reformed Church at a cost of approximately \$18,500,000 which costs will be funded by the City's Community Development Block Grant Program; and

WHEREAS, the preservation, protection and restoration of the Dutch Reformed Church and the collaboration of the City and the Preservation League requires an agreement between the City and the Preservation League; the same being 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 on behalf of the City of Newburgh to enter into a sub-recipient grant agreement with the Preservation League of New York State for the retention and management of a professional engineering services contract with Ryan Biggs Clark Davis Engineering and Surveying, P.C. to perform a structural engineering assessment of the Dutch Reformed Church at a cost of approximately \$18,500,000 in substantially the form attached hereto with such other terms and conditions as may be required by Corporation Counsel as required by law and as being in the best interests of the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to take all such actions as are appropriate and necessary to carry out the terms and conditions of such contracts and carry out the subject work in furtherance of the preservation, protection and restoration of the Dutch Reformed Church; same as being in the best interests of the City of Newburgh.



44 CENTRAL AVENUE
ALBANY, NY 12206-3802
518-462-5658
FAX 518-462-5684
WWW.PRESERVENYS.ORG

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President

February 29, 2016

Mr. Michael G. Ciaravino
Newburgh City Manager
City Hall - 83 Broadway
Newburgh, New York 12550

Dear Mr. Ciaravino,

Beginning in August, staff from the Preservation League of New York State have been engaged in conversations with staff from the City of Newburgh and others, regarding the future of the 1835, National Historic Landmark, Dutch Reformed Church. Like you, we have been concerned for some time about the deteriorating condition of this building of national importance. With the collapse of a significant portion of the barrel-vaulted ceiling over the nave in 2012, we think that the time is right to do whatever we can to see that this landmark is stabilized and protected. If we wait much longer, we fear the building may be lost.

There have been a number of assessments of the building's conditions over the years, as well as the completion of a historic structure report that was funded with a \$15,000 grant from the Preservation League in 2002. However, since the collapse of the ceiling, we feel that it is important to have an updated professional engineering assessment of the church's current conditions in order to determine the next steps in the building's stabilization.

In January we toured the church with an engineer from the firm of Ryan Biggs Clark Davis who is familiar with the structure. His primary concern was that the ceiling collapse could have further compromised the truss system of the ceiling, as well as adding excessive weight to the nave floor and mezzanine. These situations must be assessed and remedied before debris removal can take place and stabilization work commenced.

Ryan Biggs Clark Davis proposes the following:

1. Make interior and exterior observations and take measurements of existing conditions as required. A lift in the interior of the building will be used to observe each joint and member of the existing roof trusses, roof framing, and walls at truss bearing points. Observe the mezzanine framing and connections to the existing walls. If conditions are found during the investigation that require stabilization, Ryan Biggs Clark Davis will provide stabilization sketches.
2. Perform an analysis of the existing roof trusses using the loads prescribed in the current building code. The purpose of the analysis is to identify reinforcing needed to upgrade the trusses to current code snow loads and new ceiling loads, and address additional structural damage that may have been caused by the progressive ceiling collapse.

2015-2016
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Mr. Michael G. Ciaravino

February 29, 2016

Page 2 of 2

3. Provide a structural analysis of the existing walls and mezzanine structure. The connections of the mezzanine to the walls are of particular importance.
4. Prepare a preliminary report of all findings that will identify problems observed; recommend additional removals for areas displaying symptoms of possible problems; develop a priority list of concept-level repair work; prepare an opinion of probable construction cost for repairs identified.

The estimated cost for this work is not to exceed \$19,999.

We would like to secure funding from the City of Newburgh in order to contract with Ryan Biggs Clark Davis to complete this work. We believe that this conditions assessment will give us all a better understanding of the structure and what needs to be done in order proceed to the next step of stabilization.

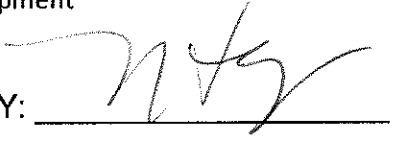
I look forward to hearing your response and am available by telephone or email to discuss this matter further. Thank you again for all that you have done protect this important national landmark.

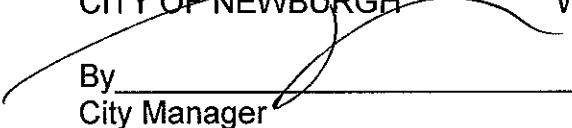
Sincerely,


Jay DiLorenzo
President

Cc: Deirdre Glenn, Director of Planning and Development
Alexandra Church, City Planner

CITY OF NEWBURGH

WITNESS BY: 

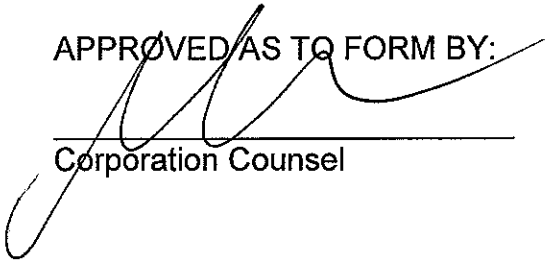
By 
City Manager

Date

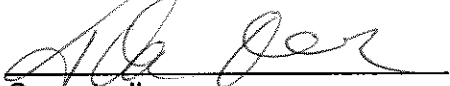
5-6-16

AS per Resolution No. 76-2016

APPROVED AS TO FORM BY:


Corporation Counsel

APPROVED BY:


Comptroller

AGREEMENT

THIS AGREEMENT, entered into this 18 day of April 2016

BY AND BETWEEN:

NAME: **Preservation League of New York State**

ADDRESS: 44 Central Avenue, Albany, New York 12206

FEDERAL EMPLOYER ID #: 23-7379938

A not-for-profit corporation established under the laws of the State of New York, having its principal office at 44 Central Avenue, Albany, New York, hereinafter referred to as referred to as the "Sub-grantee", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "City",

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

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

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

WHEREAS, City wishes to engage the Preservation League as sub-grantee to conduct the aforementioned program for the period of such agreement;

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Attachment A, and the project budget not to exceed \$20,000.

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

Article I. SCOPE OF SERVICES

- (1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.
- (2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.
- (3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.
- (4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.
- (5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

- (1) The services of the Sub-grantee are to commence upon execution of this agreement and extend for a period ending one (1) year from the date thereof or as otherwise provided herein.
- (2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

- (1) Upon request by the Sub-grantee, the City may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's independent auditors. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed \$20,000.00 as full payment for all services rendered by the Sub-grantee during the period of this agreement.
- (3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

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

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

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

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

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

ARTICLE IX. RECORDS AND REPORTS

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

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

ARTICLE X. AUDITS

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

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

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

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

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

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

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

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

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

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

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

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

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

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

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

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

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

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

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

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

To the Sub-grantee:

With a copy to:

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

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

SUB-GRANTEE

WITNESS BY: Shelley R. LaCari
Executive Assistant

Preservation League of New York

By Jay DiYoungo

Title President

Date: April 8, 2016

CITY OF NEWBURGH

WITNESS BY: [Signature]

By [Signature]
City Manager

As per Res. No. 76-2016

Date 5-6-16

APPROVED AS TO FORM BY:

[Signature]
Corporation Counsel

APPROVED BY:

[Signature]
Comptroller

RESOLUTION NO.: 173 - 2016

OF

JULY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 254 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 26)
AT PRIVATE SALE TO JOSEPH DONOVAN D/B/A HUDSON TODD LLC
FOR THE AMOUNT OF \$2,380.00

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

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

WHEREAS, the City of Newburgh desires to sell 254 Liberty Street, being more accurately described as Section 18, Block 6, Lot 26 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 14, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
254 Liberty Street	18 - 6 - 26	Joseph Donovan d/b/a Hudson Todd LLC	\$2,380.00

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

Terms and Conditions Sale

254 Liberty Street, City of Newburgh (18-6-26)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 14, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 174 - 2016

OF

JULY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 260 LIBERTY STREET (SECTION 18, BLOCK 6, LOT 30)
AT PRIVATE SALE TO JOSEPH DONOVAN D/B/A HUDSON TODD LLC
FOR THE AMOUNT OF \$1,190.00**

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

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

WHEREAS, the City of Newburgh desires to sell 260 Liberty Street, being more accurately described as Section 18, Block 6, Lot 30 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 14, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
260 Liberty Street	18 – 6 – 30	Joseph Donovan d/b/a Hudson Todd LLC	\$1,190.00

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

Terms and Conditions Sale

260 Liberty Street, City of Newburgh (18-6-30)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 14, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 175 - 2016

OF

JULY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 31 LIBERTY STREET WH (SECTION 45, BLOCK 7, LOT 21)
AT PRIVATE SALE TO BARBARA HAMILTON FOR THE AMOUNT OF \$15,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 31 Liberty Street WH, being more accurately described as Section 45, Block 7, Lot 21 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 14, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
31 Liberty Street WH	45 – 7 – 21	Barbara Hamilton	\$15,000.00

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

Terms and Conditions Sale

31 Liberty Street WH, City of Newburgh (45-7-21)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 14, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Purchase Proposal Summary

Location: 31 Liberty Street WH (northwest corner of Liberty Street WH and Overlook Place)

Tax Map Number: 45-7-21

Property Class: 220—Two Family Residential

Zoning: RL—Residential Low Density; EEHD— East End Historic District

Description: Detached, 2-family home—Year built: 1890+/-; 2136sf; walk-up attic; lot size: 45 x 100

Condition: Fair/Poor

Assessed Value: \$ 50,700 (2015)

Annual Taxes: \$ 2,661+/-

Selling Price: \$ 15,210 @ 30%

The city acquired this property: October 2013

Offer Information:

Name: Barbara Hamilton

Offer Price: **\$ 15,000**

Proof of Financing: Chase account.

Comments: The purchaser currently resides in New York City; she plans to eventually relocate to Newburgh. Ms. Hamilton would live in one unit and rent out the other unit. At first - once the renovation work is completed - she would like to use the home as a weekend residence for herself. When she retires, she would like to live in Newburgh full time.

The house needs extensive repairs—both inside and out. It has not been updated or well maintained for many years. The purchaser has included in her application an estimate from an area contractor.





Exterior Views



Interior Views



RECEIVED
MAY 13 2016
DEPT. P. & D.



The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:
Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

February 2, 2015

Property Disposition Process

Guiding Principles

This policy shall be used to promote and regulate the sale and reuse of City properties. The following are the guiding principles for the sale of City owned property:

- Encourage development and reuse of properties
- Eliminate blight and revitalize neighborhoods
- Strengthen the City's tax base
- Encourage job creation
- Convey land in a unified, predictable, timely and transparent process.

Property sales are conducted consistently and regularly and are based on various factors, including the condition of the property, the assessed value and the ability to recapture the City's property tax loss.

Qualified Purchasers & Bids

All purchasers of City-owned property must fulfill their commitments to the City and to their neighbors which includes paying property taxes and maintaining property in accordance with all municipal codes and ordinances.

A Qualified Purchaser is defined as one who is in good standing on all municipal obligations, and:

1. Is an individual, developer, or organization with no outstanding tax or property-related liens and
2. Does not own any property that is subject to any significant unremediated violation of City codes and ordinances; and
3. Has not been an owner in a completed City of Newburgh tax foreclosure proceeding.

Prospective owners must purchase and rehabilitate the target property within 18 months.

All purchasers must submit disclosures as required by the City. A qualified Bid is one that includes:

1. Adequate plans for development;
2. Demonstrated capacity to complete work proposed;
3. Proven financial resources;
4. Demonstrated ongoing operating capacity

Side Yards

Property may be transferred to individuals for nominal consideration in accordance with the following

- City owned vacant land adjacent to the applicant's residential property with common boundary line on either side or behind the property.
- In the event that multiple adjacent property owners desire to acquire the same side lot, the lot may be transferred to the highest bidder for the property, or subdivided upon mutual agreement by both adjoining property owners
- Maximum combined lot value: \$15,000
- Maximum combined lot size: 5000 sq ft.

Purchase Process

1. In order to inspect a property the following must be provided:
 - a. Properties may only be inspected by qualified buyers. Proof of funding must be on file prior to scheduling an inspection.
 - b. All interested parties must provide a waiver of liability prior to entering a City owned property.
 - c. Inspection of City-owned property takes place on Fridays by appointment only.
2. All proposals should be submitted using the Private Owner Development Application (PODA). Depending on the development proposed additional materials may be requested. Additional information may be required regarding financing plans, as well as preliminary design and/or specifications.
3. The purchase price will include the prior year's school taxes, County real estate taxes and a percentage of the appraised value. The present year's City tax will be prorated at closing.
4. Purchase of property is subject to the approval of the City Council.
5. The purchaser of the property is responsible for the title search and recording fees for the transaction

Proposal Form

Contact Information:

Name: Barbara Hamilton
Business Name (If Applicable): _____
Address: 507 E.13th Str. #B3
City, State & Zip: New York NY 10009
Home phone: 212 254 3879
Business Phone: _____
Mobile Phone: 212 518 3972
E-mail: bkhamiltonster@gmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 31 Liberty WH. Newburgh NY 12550

SBL#: 45-7-21

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

_____ Single Family Yes _____ No _____
X Multi-Family Yes _____ No _____ # Units: _____
_____ Commercial _____ Industrial

Offer Purchase Price: \$ 15,00.00

Does your proposal conform with existing zoning? Yes X No _____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ 180000.

Who will be doing the work? X Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: _____
Architect: Steve Gregecic
Engineer: _____

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip		
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).		
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)		
Use: (i.e. single-family, multi-family rental or commercial)		
Number of Buildings in Project		
Total Number of Residential Units in Project		
If commercial, total square footage of project		
Systems Replaced		
Total Development Costs		
Current Status (predevelopment, in construction, ____% complete, completed, converted to permanent financing)		
Government Program, if any (provide name of program and agency, name and current phone of reference)		

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No X Yes _____ (attach explanation)

Finances:

I am providing: X Personal Financial Statement
____ Letter from Lender/Investor
____ Personal or Business Bank Statement
____ Evidence of project funding
____ Developers should provide three years financial statements

Business Relationship:

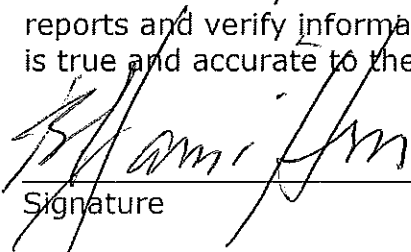
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

What You should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.



Signature

5/9/2016

Date

Barbara Hamilton SS# 123 58 9830 Date of Birth 05/23/1963
Print Name

Submit Application to:

Department of Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550

RESOLUTION NO.: 176 - 2016

OF

JULY 11, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 95 CARSON AVENUE (SECTION 45, BLOCK 8, LOT 6)
AT PRIVATE SALE TO DANIEL GREEN FOR THE AMOUNT OF \$4,100.00**

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

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

WHEREAS, the City of Newburgh desires to sell 95 Carson Avenue, being more accurately described as Section 45, Block 8, Lot 6 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before October 14, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
95 Carson Avenue	45 – 8 – 6	Daniel Green	\$4,100.00

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

Terms and Conditions Sale

95 Carson Avenue, City of Newburgh (45-8-6)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the 2016 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 14, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Purchase Proposal Summary

Location: 95 Carson Avenue
Tax Map Number: 45-8-6
Property Class: 210—One Family Residence
Zoning: RM Residential Medium Density - Within East End Historic District
Description: Year Built—1890+/-; 1562sf; Lot size: 25 x 100.
Condition: Poor
Assessed Value: \$ 44,600 (2015)
Annual Taxes: \$ 2,340+/-
Selling Price: \$ 4,460 @ 10%

The city acquired this property: October 2012

Offer Information:

Name: Daniel Green
Offer Price: \$ 4,100
Construction Estimate: \$ 40,200
Proof of Financing: NYCE IRA Account

Comments: The purchaser owns four other properties in the City of Newburgh: 98 Carson Avenue, 87 Carson Avenue, 86 Carson Avenue and 74 Carson Avenue—all located on the same block as this property. Mr. Green purchased (July 2015) 74 Carson—a bank foreclosure in need of considerable repair. He has completed the renovation work on that building. He is currently begun work on both 87 Carson and 86 Carson—both recently purchased from the City of Newburgh. By purchasing this property, the purchaser hopes to continue to stabilize and revitalize the immediate neighborhood. The property has been long neglected and needs considerable work. (The City of Newburgh has owned it for almost 4 years!) After he repairs the building, he intends to rent the building out as a single family residence.

The purchaser is current on his taxes and other municipal fees for the other properties he owns. He will be acting as his own contractor, thereby significantly saving on his repair costs. He resides close by in New Windsor.





Interior Photos



Proposal Form

Contact Information:

Name: Daniel Green
Business Name (If Applicable): _____
Address: 17 Goodman Avenue
City, State & Zip: New Windsor NJ 12553
Home phone: 845-565-3739
Business Phone: _____
Mobile Phone: 917-822-8799
E-mail: DJ6823@AOL
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 95 Canon Avenue Newburgh
SBL#: 45-8-6

Order of Preference: (If submitting more than one proposal): 1

Type of Project:

☒ Single Family Yes ☒ No _____
☐ Multi-Family Yes _____ No _____ # Units: _____
☐ Commercial ☐ Industrial

Offer Purchase Price: \$ 4,100.00

Does your proposal conform with existing zoning? Yes ☒ No _____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: \$ ~~23,700~~ 40,200

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: _____
Architect: _____
Engineer: _____

Electrician - Feteer Electric
Plumber - Mike Vernal

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	74 Carson Avenue Newburgh N.Y. 12550	
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	Owner	
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Substantial Rehab	
Use: (i.e. single-family, multi-family rental or commercial)	multi-family	
Number of Buildings in Project	1	
Total Number of Residential Units in Project	4	
If commercial, total square footage of project	Residential	
Systems Replaced	plumbing, gas	
Total Development Costs	\$32,000	
Current Status (predevelopment, in construction, <u>100%</u> complete, completed, converted to permanent financing)	100% completed	
Government Program, if any (provide name of program and agency, name and current phone of reference)	N/A	

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No X Yes _____ (attach explanation)

Finances:

I am providing: ☒ Personal Financial Statement
☒ Letter from Lender/Investor
☒ Personal or Business Bank Statement
☒ Evidence of project funding
☐ Developers should provide three years financial statements

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No ✓

What You should Attach:

- ☒ Description of renovation plan with preliminary budget
- ☐ Verification of financial capacity
- ☐ Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

Signature _____

Date 4/4/16

Print Name Daniel Green

SS# [REDACTED]

Date of Birth [REDACTED]

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

95 Cans

REPAIR COST ESTIMATE AND SCHEDULE		
EXTERIOR	ESTIMATED START DATE (I.E., MARCH 2016)	ESTIMATED COST
ROOF		\$ 5,000.00
GUTTERS/DOWNSPOUTS		\$ 1,000.00
WINDOWS/DOORS		\$ 1,000.00
SIDING/TRIM/EXTERIOR PAINTING		\$ 500.00
FOUNDATION		\$ -
STEPS, PORCHES, DECKS		\$ -
LANDSCAPING		\$ 500.00
OTHER:	1-ounce Repair	\$ 1,000.00
OTHER:		\$ -
EXTERIOR REPAIR SUBTOTAL		\$ -
INTERIOR	ESTIMATED START DATE (I.E., MARCH 2016)	ESTIMATED COST
CLEAN-OUT, INTERIOR DEMOLITION		\$ 2,000.00
REMEDIATION		\$ 2,500.00
HEATING SYSTEM		\$ 5,000.00
PLUMBING		\$ 6,000.00
BATH(S)		\$ 2,500.00
KITCHEN(S)		\$ 4,000.00
INSULATION/DRYWALL		\$ -
INTERIOR DOORS		\$ 500.00
TRIM/INTERIOR PAINTING		\$ 2,200.00
FLOORING		\$ 3,000.00
OTHER:	electrical	\$ 3,500.00
OTHER:		\$ 500.00
INTERIOR REPAIR SUBTOTAL		\$ -
TOTAL EXTERIOR/INTERIOR REPAIR COST		\$ 40,200.00

NEW YORK CITY DEFERRED COMPENSATION PLAN/NYCE IRA

DANIEL J GREEN


How has my account changed? (continued)

Change in Value	1,894.19	31.29	1,925.48
Expenses	-28.75	0.00	-28.75
Balance as of March 31, 2016	\$173,470.65	\$4,468.00	\$177,938.65

NEW YORK CITY
DEFERRED COMPENSATION PLAN
NYCE IRA



RESOLUTION NO.: ¹⁷⁷_____ - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
COMMUNITY YOUTH VIOLENCE PREVENTION INITIATIVE GRANT AWARD
IN THE AMOUNT OF \$16,860.00 WITH NO CITY MATCH**

WHEREAS, the City of Newburgh received a Grant Award in the amount of \$16,860.00 under the New York State Division of Criminal Justice Services Community Youth Violence Prevention Initiative; and

WHEREAS, the City of Newburgh Police Department will use the funding to conduct 3 Youth & Police Initiative classes designed to bring together Police Officers and Youths ages 11 to 18 in a non-confrontational setting to develop positive relationships at the personal level; and

WHEREAS, the Program funding shall be for New York State fiscal year 2016-2017 beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, no City matching funds are required and this Council has determined that accepting such funding is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a grant award from the New York State Division of Criminal Justice Services Community Youth Violence Prevention Initiative in an amount not to exceed \$16,860.00 with no City match required, to be used to carry out the program and implement the purposes set forth herein; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



**Division of Criminal
Justice Services**

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

April 12, 2016

Chief Daniel C. Cameron
City of Newburgh Police Department
55 Broadway
Newburgh, NY 12550

Re: Community Youth Violence Prevention Initiative
Project ID No.: SA16-1000-D00

Dear Chief Cameron:

I am pleased to advise you that the City of Newburgh Police Department will receive a *Community Youth Violence Prevention Initiative* award of \$16,860 for the contract period July 1, 2016 to June 30, 2017. An application must be completed and submitted through the NYS Division of Criminal Justice Services' (DCJS) Grants Management System (GMS) to develop the contract for this grant award.

A DCJS Office of Program Development and Funding (OPDF) Program Representative, assigned to this project, will contact your office to assist in the development of the contract. Please see the attached *Instruction Sheet* which provides additional important information. Should you have any questions, please contact Joann Tierney-Daniels at (518) 457-8404 or by email at Joann.Tierney-Daniels@dcjs.ny.gov.

Congratulations on your award. DCJS looks forward to working with you on this important project. Thank you for your continued efforts to make New York the safest state in the nation.

Very truly yours,

Michael C. Green Executive
Deputy Commissioner

Attachment (1)

MCG:JTD:kaf

cc: Joann Tierney-Daniels, DCJS Manager Law Enforcement and Legal Services

INSTRUCTION SHEET FOR CONTRACT DEVELOPMENT OF THE COMMUNITY YOUTH
VIOLENCE PREVENTION INITIATIVE

Congratulations on your award. Please note and/or complete the following within 30 days of receiving this notice to further facilitate the development of your contract:

- Reporting deadlines for both program and fiscal reports are due 30 days after the end of each calendar quarter.
 - Ensure that all prior year contracts are in compliance with contract conditions (up-to-date progress reports, vouchers, fiscal cost reports and detailed itemization forms).
 - Prior to adding or making changes to the program work plan, please consult with your Program Representative. There are instances when a standardized work plan may apply.
 - Once these steps have been completed, please submit the application within the time frame delineated on your award letter.
 - This correspondence is being sent on behalf of your Program Representative, Katie Nastars. In the event you have any questions or require assistance, please do not hesitate to contact Katie directly. She may be reached directly at (518) 457-6030 or via email at katie.nastars@dcjs.ny.gov.
 - If your county/municipality requires local legislative approval prior to e-signing the grant contract, please take the necessary steps to ensure that legislative approval is secured in a timely manner.
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RESOLUTION NO.: 178 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE AWARD
OF A GRANT FROM THE NEW YORK STATE DEPARTMENT
OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE
ELIMINATION (“GIVE”) PARTNERSHIP TO ENHANCE LAW ENFORCEMENT
IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME
REDUCTION IN AN AMOUNT NOT TO EXCEED \$360,107.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2016 TO JUNE 30, 2017**

WHEREAS, by Resolution No. 74-2015 of April 13, 2015, the City Council of the City of Newburgh authorized the City Manager to apply for and accept a Grant Award in an amount not to exceed \$424,241.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination (“GIVE”) Partnership; and

WHEREAS, the City of Newburgh accepted an award for New York State fiscal year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the GIVE Grant Program is a two year award and the City of Newburgh had been awarded \$360,107.00 for New York State Fiscal Year 2016-2017 beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, the GIVE Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in an amount not to exceed \$360,107.00 with no City match required for New York State Fiscal Year 2016-2017 beginning July 1, 2016 and ending June 30, 2017, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

OF

APRIL 13, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE STATE OF NEW YORK DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN AN AMOUNT NOT TO EXCEED \$431,231.00 WITH NO CITY MATCH

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a Grant Award in an amount not to exceed \$424,241.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Partnership is an evidenced based program involving the integrated efforts of the key criminal justice agencies and some vital support and service organizations in each funded jurisdiction; and

WHEREAS, if awarded, the City of Newburgh Police Department would use the funding, as a continuation of the current GIVE grant to fund the Crime Analyst Position, Field Intelligence Officer, Detective Difference, Hotspot Patrols, Hotspot Foot Patrols and Equipment including Crime Analyst software; and

WHEREAS, the Program funding shall be for New York State fiscal year 2015-2016 beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept, if awarded, a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in an amount not to exceed \$424,241.00 with no City match required, to be used to carry out the program and implement the purposes set forth herein; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

I, Lorane Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 13, 2015
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of April, 2015

City Clerk

RESOLUTION NO.: 179 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$11,700.00 REQUIRING NO CITY MATCH
TO FUND THE RECREATION DEPARTMENT SUMMER PLAYGROUND PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

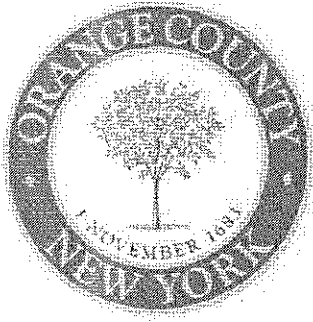
WHEREAS the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 for the Summer Playground Program which is a 6-week day camp; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

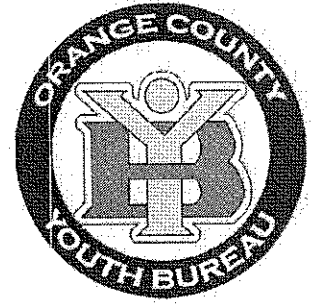
WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 requiring no City match to fund the Recreation Department Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



Orange County Youth Bureau 2017 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 10, 2016

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

**Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page**

Program Title: City of Newburgh Summer Playground		QYDS/Program ID# (County Use Only):		Program Year: 2017	
FUNDING INFORMATION					
(County Use Only) ☐ NO Revisions Required ☐ Revisions Required due:					
FUND AMOUNTS			AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)		
Total Program Amount: \$79,296			Last Name, First Name: Ciaravino, Michael		
Funds Requested: 11,700			Title: 1. City Manager		
Funds Awarded/Allocated (County Use Only): Amount and Category			Email: mciarvino@cityofnewburgh-ny.gov		
60% State Aid [RHYA Programs ONLY]		% Tax Match [RHYA Programs ONLY]		Last Name, First Name: Mack, Kathryn	
% Agency Cash: [RHYA Programs ONLY]		% In Kind [RHYA Programs ONLY]		Title: 2. Comptroller	
AGENCY/MUNICIPALITY INFORMATION:			Email: kmack@cityofnewburgh-ny.gov		
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations			CONTACT PERSON FOR AGENCY/MUNICIPALITY:		
Federal ID #: 14-6002329		Charities Reg. #:		Last Name: Stanton	
Agency Website: www.cityofnewburgh-recdesk.com				First Name: Derrick	
Implementing Agency/Municipality: City of Newburgh		Title: Recreation Director			
Mailing Address: 83 Broadway		Phone Number(s): 845 569-7374		Fax Number: 562-6302	
Address Line 2:		E-Mail: dstanton@cityofnewburgh-ny.gov		Extension:	
		FISCAL Contact (Phone, E-Mail) (May or may not be individual who signs claims): Derrick Stanton (845) 569-7374			
City: Newburgh		State: NY		PERIOD OF ACTUAL PROGRAM OPERATION:	
Zip Code: 12550				FROM: 6/26/2017 TO: 8/4/2017	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL			HOURS OF OPERATION:		
Last Name: Kennedy		First Name: Judy		FROM: 8:00am TO: 4:00pm	
Title: Mayor				☐ Daily ☐ Other (Explain)	
Phone Number(s): 845-569-7303		Extension:			
Fax Number: 845-569-7370					
E-Mail: jkennedy@cityofnewburgh-ny.gov					

Check if: ☐ Joint Program

1. Name of participating municipalities:

2. Name of primary disbursing municipality:

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies):

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau RFP YB 01-2016 and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and

Signature: _____

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/1/16**

Life Area	Goal	Objective	Services, Opportunities, and Supports (SOS)
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 211 Children and youth will be physic 2. Click Here	1a. Click Here 1b. 0232 Recreation Opportunities 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 4 CVC Citizenship	☒ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. 413 Chldr yth to understand respect	1a. Click Here 1b. Click Here 2a. 0420 Youth Leadership/Empowerment Opportunities 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

Based on data from NICHE.com Inc., the Public School Review, and the Newburgh Enlarged City School District (NECSD) most recent New York State Report Card, the percentage of students in the NECSD graduating from high school is 68%, as opposed to 86% in the state. Additionally only 50% of our students district-wide are proficient in reading and math. That coupled with the fact that 58% of our students are eligible for free lunch and another 10% are eligible for reduced lunch makes this community one that is in great need for academic, as well as, health education.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls in grades 1st through 6th who reside in the Newburgh Enlarged City School District. The Newburgh Enlarged City School District is made up of 75% minority students, in comparison to the New York State average of 52%. 45% of the student body are from households where Spanish is the primary language, which attributes to young students not fully grasping a complete understanding of the foundations of reading and math or receiving assistance at home from their parents, who are non-English speakers themselves.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our Summer Playground is a day camp, which not only gives children the opportunity to enjoy recreational activities, it also bridges the educational gap between the end of the school year in June and the beginning of the new year in September. On an average day, campers will start the day with basic reading and math skills in order to keep the fundamentals fresh in their minds. Additionally in the morning, campers will spend an hour of physical activity, swimming at our pool. In the afternoons, the campers will have a chance to participate in electives. The electives will be comprised of science, connects (engineering), healthy eating (culinary arts), video productions, and the arts (kids got talent). Also during the 6-week camp, we will take the campers on a total of 11 trips that are fun, challenging, and educational.

Program Offering Summary			
Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Summer Playground	Program Address:	401 Washington St. and 321 S. William St. Newburgh, NY
How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____ Other Quality Measures, i.e. retention rate, Hrs. of training: _____			
How much? (use whole numbers) Total # of Participants: 100 Gender: Male: 60 Female: 40 Age: 0-4: 0 5-9: 75 10-14: 25 15-17: 0 18-20: 0 21+: 0			
Ethnicity: White: 10 Black or African American: 60 Hispanic or Latino: 10 American Indian or Alaskan Native: _____ Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 20			
Target Population: (estimate projected whole numbers of youth for each category) General: 100 Aging out of Foster Care: _____ Children of Incarcerated Parents: 20 Juvenile Justice Re-entry Youth: _____ Runaway/Homeless: _____			
Is anybody better off?			
PARTICIPANT OUTCOMES Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME of youth who will reach each listed outcome	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured?
1. Increased proficiency in reading.	1. Daily 30-45 minute reading sessions.	1. 70% of campers will increase their reading level over the 6-week period.	1. Pre-test at the beginning of camp and post-test at the end of camp.
2. Increased proficiency in math.	2. Daily 50 minute sessions on improvement of math skills in conjunction with the Newburgh Enlarged City School District.	2. 70% of campers will increase their math proficiency level over the 6-week period.	2. Pre-test at the beginning of camp and post-test at the end of camp.
3. Increased knowledge on making healthy choices.	3. Healthy Choices offered 2-3 times per week, 45 minutes per session.	3. 50% of campers will know how to choose healthy options for their meals and selecting healthy alternatives to risky behavior.	3. Campers will assist in preparing healthy meals during the 6-week camp and attend classes on making healthy decisions and avoiding risky behavior.

AGENCY PROGRAM PROFILE

PROGRAM SUMMARY: (100 word maximum)

Our Summer Playground is a 6-week day camp, which not only gives children the opportunity to enjoy recreational activities, it also bridges the educational gap between the end of the school year in June and the beginning of the new year in September. On an average day, campers will start the day with basic reading and math skills in order to keep the fundamentals fresh in their minds. Additionally in the morning, campers will spend an hour of physical activity, swimming at our pool. In the afternoons, the campers will have a chance to participate in electives. The electives will be comprised of healthy eating (culinary arts) and healthy habits, video production, and the arts (kids got talent). Also during the 6-week camp, we will take the campers on a total of 11 trips that are fun, challenging, and educational.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, activities)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our summer playground offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the programs. We do not tolerate any unsafe behavior, fighting, bullying etc. Our camp staff monitor our campers closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our summer camp is broken down by age so there is less of a chance of injury due to older campers playing with younger campers, as well as reduced chance for bullying from older campers to the younger campers. We have a clear set of rules and behaviors that are entrenched in our counselors during their training, who in turn will go over the rules on the first day of camp and reinforce them throughout the entire six weeks. These rules are echoed by the camp director and all of the Recreation Staff and vendors participating in our camp.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our Recreation Staff and counselors are trained to interact with all of the campers, gaining their trust so that each camper feels secure and cared for, but at the same time they know there are rules and they have to be followed. All information about our summer camp will be communicated by counselors to the campers and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	The Newburgh Summer Playground offers rules for the good order and discipline of the camp, as well as the individual expectations of campers. These rules and expectations are entrenched in our counselors and recreation staffs who in turn pass them on to the campers for the duration of the of the camp.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community; and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Opportunintes for the empowerment of campers will be available throughout the camp. This can come in the form of making a camper responsible for their group during clean-up, campers ensuring that they have their camp shirts on trip days and bathing suits during pool days, or having more experienced campers assiting camp counselors.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our camp provides many opportunities for skill building. Besides learning the fundamentals of literacy and science, campers will have the opportunity to choose from electives such as healthy eating, video production, and kids got talent. Campers will also attend 12 trips that include a museum, Lego Land, a water pater, Midevil Tiems. etc. Opportunities to learn and experience new things will be available for the campers in an abundance.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We are opening up our camp counselor and academic vendor positions to teachers and students in the Newburgh Enlarged City School District (NECSD), as well as, education majors in Mount Saint Mary College, SUNY Orange, New Paltz, and Marist. We are also giving preference to City of Newurgh residents when hiring for all of our positions.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements.	The Recreation Director is overall in charge of the summer camp, to include all of the staff, counselors, and vendors. He will conduct daily spot checks of the camp focusing on the published schedule, as well as, safety and implementation of camp rules. The Oragne County Health Department will conduct a pre-inspection of the camp and an additional inspection during the camp. The camp director will be versed on the state requirements for summer camps and ensure that all policies and procedures are strictly adhered to and documented when required. All campers will sign in and out each day and all incidents will be documented and submitted to the Recreation Director for disposition.
Evaluation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned.	Since this will be our first time conducting this camp in this form, we will provide parents,counselors, vendors, and campers with a survey featuring multiple choice and open-ended questons. The Recreation Director will use this as the baseline for conducting future camps.

PROGRAM LOGISTICS SUMMARY

Agency Name: **City of Newburgh**Program Name: **Summer Playground****Site 1:** Facility Name: Newburgh Armory Unity CenterAddress: 321 S. William Street, Newburgh, NY 12550Program Offering/Component Name: Summer PlaygroundOperation Period: 6/26/2017 to 8/4/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: 7/4/2017

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 8:00am to 4:00pmTotal Number of Youth: 100 AGE RANGE: 6 to 12Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 2:** Facility Name: City of Newburgh Aquatics CenterAddress: 399 Washington Street, Newburgh, NY 12550Program Offering/Component Name: Summer PlaygroundOperation Period: 6/26/2017 to 8/4/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: 7/4/2017

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 8:00am to 4:00pmTotal Number of Youth: 100 AGE RANGE: 6 to 12Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 3:** Facility Name: City of Newburgh Activity CenterAddress: 401 Washington Street, Newburgh, NY 12550Program Offering/Component Name: Summer PlaygroundOperation Period: 6/26/2017 to 8/4/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: 7/4/2017

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 8:00am to 4:00pmTotal Number of Youth: 100 AGE RANGE: 6 to 12Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 4:** Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES

Program Name: Newburgh Summer Playground

<i>POSITION/TITLE* (Specify vs. volunteer)</i>	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Camp Director: PAID	Recreation Director	21 years of age or older. Wilderness CPR and First Aid Certified.	Oversees staff and ensures program is delivered in a safe manner.
Camp Assistant Director: PAID	Camp Director	21 years of age or older. CPR and CPR First Aid Certified.	Assists the Camp Director in delivering a quality program in a safe manner.
Camp Counselors: PAID	Camp Director/Assistant	18 years of age or older. CPR and First Aid Certified.	Works with the camp director and staff to provide a safe program for all campers.
Camp First Aide: PAID	Camp Director	21 years of age or older. CPR and First Aid Certified.	Provide medical care for those participating in summer camp. Document reports.
Healthy Choices Instructors: PAID	Camp Director	2 years of documented experience in food/nutrition and healthy choices.	Provide expert instruction and evaluation standards in the area of healthy choices.
Video Production Instructor: PAID	Camp Director	2 years of documented experience in video/music production.	Provide expert instruction and evaluation standards in the area of video/music production.
Art Instructor: PAID	Camp Director	2 years of documented experience in teaching art and crafts.	Provide expert instruction and evaluation standards in the area of arts and crafts.
Outdoor Adventure Instructor: PAID	Camp Director	2 years of documented experience in outdoor adventure training.	Provide expert instruction in the area of outdoor adventure training.

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
Judy Kennedy	Mayor	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Genie Abrams	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Regina Angelo	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Cindy Holmes	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Torrence Harvey	Councilman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government

Orange County Youth Bureau Universal Program Application

Hillary Rayford	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Karen Mejia	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2017 RFP

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Finding of Non-Responsibility: 12/1/15

Basis of Finding of Non-Responsibility: State Finance Law §139-j

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Termination or Withholding of Contract: 12/1/15

Basis of Termination or Withholding: State Finance Law §139-k

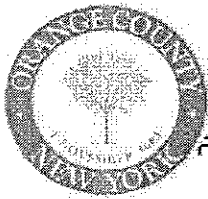
Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

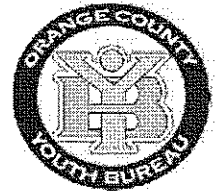
Print Name: Derrick Stanton

Title: Recreation Director

Date:
5/24/2016



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2017

Date Submitted

6/1/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Summer Playground

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Camp Director	\$28.00	Hour	\$6,720	0
Assistant Camp Director	\$15.00	Hour	\$3,600.00	0
Camp Counselors (10)	\$11.00	Hour	\$26,400.00	0
Camp First Aide	\$12.00	Hour	\$2,880.00	0
TOTAL SALARIES AND WAGES			\$39,600.00	\$0.00
TOTAL FRINGE BENEFITS			\$3,164.00	\$0.00
TOTAL PERSONAL SERVICES (1)			\$42,764.00	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Healthy Choices Instructor	\$100.00	Hour	\$3,600.00	\$3,600
Video Production Instructor	\$75.00	Hour	\$2,700.00	\$2,700.00
Outdoor Adventure	\$75.00	Hour	\$2,700.00	\$2,700.00
Art Instructor (Kids Got Talent)	\$75.00	Hour	\$2,700.00	\$2,700.00
TOTAL CONTRACTED SERVICES (2)			\$11,700.00	\$11,700.00
TOTAL MAINTENANCE & OPERATION (3)			\$24,832.00	\$0.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS

TOTAL FACILITY REPAIRS (4)		\$0.00

TOTAL PROGRAM AMOUNT \$79,296.00

+ TOTAL YOUTH BUREAU FUNDS REQUESTED \$11,700.00

Cost per Participant *Enter the Total Number of Participants to be served

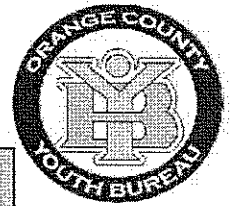
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	792.96	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	117	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
☐ Allocation is different from the Request, Total Program Amount the same
☐ Allocation is different from the Request, Total Program Amount is different
☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/1/2017

YB to complete

Program ID: _____

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Summer Playground

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
Equipment Rentals (List in space at right).....
Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Indicate Rate/Basis/Type at right).....
Insurance (List type in space at right).....
Utilities and Telephones

Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

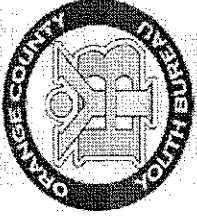
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$500.00	\$0.00	Reading materials, writing utensils, workbooks, etc.
\$0.00	\$0.00	
\$0.00	\$0.00	
\$1,500.00	\$0.00	Sports equipment, arts & crafts
\$12,000.00	\$0.00	Buses for trips
\$10,832.00	\$0.00	Apparel. First aid & counselor training. Employee Benefits.
\$24,832.00	\$0.00	

Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



**ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS**

PERSONNEL -- TIME/PAYMENT PAGE					
Program Name: City of Newburgh Summer Playground					
Position Title Each Title Must Be Exactly the Same as on the Total Budget and Personnel: Qualifications and Duties pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (if more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*
Recreation Coordinator	0.00	0.00	0.00	\$28.00	\$0.00
Assistant Camp Director	0.00	0.00	0.00	\$15.00	\$0.00
Counselors	0.00	0.00	0.00	\$11.00	\$0.00
Camp First Aide	0.00	0.00	0.00	\$12.00	\$0.00
Healthy Choices Instructor	1.00	6.00	6.00	\$100.00	\$600.00
Video Production Instructor	1.00	6.00	6.00	\$75.00	\$450.00
Arts and Craft Instructor	1.00	6.00	6.00	\$75.00	\$450.00
Outdoor Adventure Instructor	1.00	6.00	6.00	\$75.00	\$450.00
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ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS

OTHER REVENUE SOURCES					
Program Name: City of Newburgh Summer Playground					
NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO	
Orange County Youth Bureau	County/State	\$11,700.00	Rachel Wilson, 845.615.3620	01.01.2017-12.31.2017	
City of Newburgh	City	\$67,596.00	Derrick Stanton, 845-569-7374	6/26/2017-8/4/2017	
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		\$.00			
		\$.00			
		\$.00			
TOTAL:					

RESOLUTION NO.: 180 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$31,780.00 REQUIRING NO CITY MATCH
TO FUND THE RECREATION DEPARTMENT POSITIVE IMAGE TEEN PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$31,780.00 for a Positive Teen Image Program; and

WHEREAS, the Positive Teen Image Program is comprised of two 10-week sessions (Fall/Spring) designed to promote health and personal development for high school aged youth and incorporates developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors; and

WHEREAS, funds will be utilized for the costs of staff and maintenance and operation; and

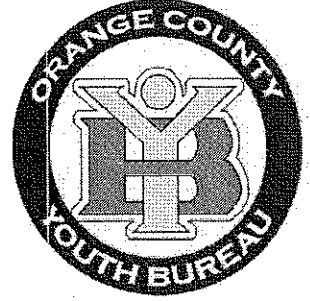
WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$31,780.00 requiring no City match to fund the Recreation Department Positive Image Teen Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



Orange County Youth Bureau 2017 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 10, 2016

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. NO HANDWRITTEN FORMS WILL BE ACCEPTED.

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

**Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page**

Program Title: City of Newburgh Teen Program		QYDS/Program ID# (County Use Only)		Program Year: 2017	
FUNDING INFORMATION					
(County Use Only) ☐ NO Revisions Required ☐ Revisions Required due					
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)			
Total Program Amount: \$48,515.00		Last Name, First Name: Ciaravino, Michael			
Funds Requested: \$31,780.00		Title: 1. City Manager			
Funds Awarded/Allocated (County Use Only): Amount and Category		Email: mciarvino@cityofnewburgh-ny.gov			
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]	Last Name, First Name: Mack, Kathryn			
% Agency Cash [RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]	Title: 2. Comptroller			
		Email: kmack@cityofnewburgh-ny.gov			
AGENCY/MUNICIPALITY INFORMATION:					
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations					
Federal ID #: 14-6002329		Charities Reg #:		Last Name: Stanton	
Agency Website: www.cityofnewburgh.recdesk.com				First Name: Derrick	
Implementing Agency/Municipality: City of Newburgh		Title: Recreation Director			
Mailing Address: 83 Broadway		Phone Number(s): 845 569-7374		Fax Number: 562-6302	
Address Line 2:		E-Mail: dstanton@cityofnewburgh-ny.gov		Extension:	
		E-Mail Contact Person (May or may not be individual who signs claims): Derrick Stanton (845) 569-7374			
City: Newburgh		State: NY		Zip Code: 12550	
PERIOD OF ACTUAL PROGRAM OPERATION:					
		FROM: 6/26/2017		TO: 8/4/2017	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL					
Last Name: Kennedy		First Name: Judy		HOURS OF OPERATION:	
Title: Mayor				FROM: 8:00am	
Phone Number(s): 845-569-7303		Extension:		TO: 4:00pm	
Fax Number: 845-569-7370				☐ Daily ☐ Other (Explain)	
E-Mail: jkennedy@cityofnewburgh-ny.gov					

Check if: ☐ Joint Program

1. Name of participating municipalities:

2. Name of primary disbursing municipality:

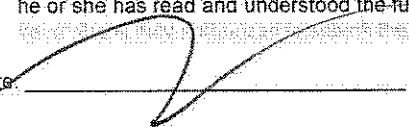
Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies):

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau RFP YB 01-2016 and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and

(Signature of individual submitting proposal on behalf of the business entity noted above)

Signature: 

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/1/16**

Life Area	Goal	Objective	Services, Opportunities, and Supports (SOS)
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 213 Childr yth will be free fr health ris 2. Click Here	1a. 0233 Healthy Lifestyles 1b. Click Here 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 4 CVC Citizenship	☒ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. 415 Childr yth will have posit peer int 2. Click Here	1a. 0424 Safe Place Out of School Time Services 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

With a crime rate of 48 per one thousand residents, Newburgh has one of the highest crime rates in America compared to all communities of all sizes - from the smallest towns to the very largest cities. One's chance of becoming a victim of either violent or property crime here is one in 21. Within New York, more than 98% of the communities have a lower crime rate than Newburgh. In fact, after researching dangerous places to live, NeighborhoodScout found Newburgh to be the 14th most dangerous city in the United States. Additionally, a national study conducted by YMCA of the USA found that teenagers who are unsupervised during the afterschool hours of 3:00 to 6:00p.m. are more likely to engage in risky behaviors than youth who are supervised by a parent or another adult or who are involved in structured activities during those hours. These behaviors include substance use and abuse, sexual activity, and smoking, among others. In addition, youth who do not spend time in afterschool activities are 37% more likely to become teen parents than those who participate in afterschool programs.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 14-19 years who reside in the City of Newburgh and the Newburgh Enlarged School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

The Positive Image Teen Program is designed to promote health and personal development for high school-aged youth. The program is comprised of two 10-week sessions (Fall/Spring) during the school year and helps teens navigate the challenges of their high school years and prepares them for the independence and responsibilities that they will encounter as young adults. The program will incorporate developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors. Through this program we aim to reach between 40-80 teens, in grades 9th – 12th. The program will meet on Friday, Saturday, and Sunday for 10 weeks. Each week the participants will attend a class designed to strengthen their abilities in the following areas: personal self-management skills, general social skills, drug resistance skills, financial management, culinary arts, and physical fitness.

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	Positive image Teen Program	Program Address:	401 Washington Street, Newburgh, NY

How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____
 Other Quality Measures, i.e. retention rate, Hrs. of training: _____

How much? (use whole numbers)

Total # of Participants: <u>50</u>	Gender: Male: <u>30</u> Female: <u>20</u>	Age: 0-4: _____ 5-9: _____ 10-14: _____ 15-17: <u>40</u> 18-20: <u>10</u> 21+: _____
------------------------------------	---	--

Ethnicity: White: 10 Black or African American: 25 Hispanic or Latino: 10 American Indian or Alaskan Native: _____
 Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 5

Target Population: (estimate projected whole numbers of youth for each category)

General: 45 Aging out of Foster Care: _____ Children of Incarcerated Parents: 5 Juvenile Justice Re-entry Youth: _____
 Runaway/Homeless: _____

Is anybody better off?

PARTICIPANT OUTCOMES Change in knowledge, skills or behavior due to participating in program	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes	PERFORMANCE TARGETS FOR EACH OUTCOME of youth who will reach each listed outcome	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured?
1. Participants will benefit by having a place to go after school to keep them from the risky activities of the streets. 2. Participants will benefit from attending classes on personal self-management skills, general social skills, drug resistance skills, financial management, culinary arts, and physical fitness.	1. Our center will provide age appropriate activities to attract participants and keep their mind off odnegative behaviors. Activities include pool, ping pong, air hockey, video games, and sports. 2. Our program with contract with community based organizations in order to provide participants with the most current information with regards to pregnancy, drug resistance, etc.	1. 80% of all participants will avoid any violent altercation in the streets by having a place to go after school. 2. As a program catered to youth in 9th - 12th grade our performance target are that 90% of participants avoid getting pregnant or engage in drug related activities.	1. Attendance at all sessions will be kept to see if there is a increase of decrease in program attendance and at what point s during the program do we have spikes and declines. 2. Post-Evaluations will be give to all participants and staff to see where improvements can be made.

AGENCY PROGRAM PROFILE**PROGRAM SUMMARY: (100 word maximum)**

The Positive Image Teen Program is designed to promote health and personal development for high school-aged youth. The program is comprised of two 10-week sessions during the school year and helps teens navigate the challenges of their high school years and prepares them for the independence and responsibilities that they will encounter as young adults. The program will incorporate developmentally appropriate, collaborative learning strategies to help students achieve competency in the skills that have been shown to prevent substance use, violence, and other health risk behaviors. Through this program we aim to reach between 40-80 teens. The program will meet on Friday, Saturday, and Sunday for 10 weeks. Each week the participants will attend a class designed to strengthen their abilities to make healthy

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, etc.)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our program offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the program. We do not tolerate any unsafe behavior, fighting, bullying etc. Our staff monitors our participants closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our program is limited to high-school age children (14-19), so there is less of a chance of injury due to older children playing with younger children. This also allows instructors and activity specialists, to provide age-based classes and activities and reduces the incidents of bullying from older children to the younger ones. We have a clear set of rules and behaviors that are entrenched in our staff training, who in turn will go over the rules at their first meeting with the children.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our staff are trained to interact with all of the children. This allows staff to gain the trust of players, who in turn feel secure and cared for. However, we still enforce published rules and regulations for the good order of the program that all children must follow. All information about the program will be communicated by our staff to the children and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	The City of Newburgh is fortunate to have people from a multitude of races and cultures live within its borders. All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations; without question.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	Our teen program offers rules for the good order and discipline of the program, as well as the individual expectations of participants. These rules and expectations are entrenched in our staff in turn pass them on to the children during daily interactions.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our staff are trained how their impact on participants is great, that they can make a real difference in their lives, and it is imperative that their impact is a positive one. Staff will not only conduct team activities, but also give participants individual tips and skills that they can use to improve their performance. Participants that take the time to apply learned skills outside of the teen program should see marked improvement in their abilities over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our program provides many opportunities for skill building. Besides homework help and learning the basics of making healthy choices, the staff also teaches self-esteem building, teamwork, hard work, and a never quit attitude.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to integrate family, school, and community efforts by working with the parents to guide the participants to do well in school, and stay out of trouble in the community, so they can continue to participate in our program. We also seek parent participation to encourage strong families for strong communities.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements.	The Recreation Director is overall in charge of the teen program, to include staff and volunteers. However, there will be a program director responsible for the conduct of the program. The program director will attend all program sessions and give the recreation director a weekly update; at a minimum. The recreation director will periodically stop by the programs to spot-check things as well.
Evaluation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned.	At the end of the program students are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously all comments and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY

Agency Name: City of Newburgh

Program Name: HYPE Program

Site 1: Facility Name: City of Newburgh Activity CenterAddress: 401 Washington Street, Newburgh, NY 12550Program Offering/Component Name: Positive Image Teen ProgramOperation Period: 1/31/2017 to 12/31/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☒F ☒Sa ☒SuTimes: 6:00pm to 9:00pm

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐SuTimes: 12:00pm to 9:00pmTotal Number of Youth: 50 AGE RANGE: 11 to 14Average Attendance: 50Total Number of Adult Participants (21+) 0

Site 2: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 3: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____/____/____ to ____/____/____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES

Program Name: H.Y.P.E

POSITION/TITLE* (Specify vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Program Director: Paid	Recreation Director	Two years of experience with some college	Coordinates and administers the Youth program. Plan all activities and trips. Inspects equipment for safety and proper maintenance. Keeps records and prepares reports.
Program coordinator: Paid	Program Director	Two years of experience working with youth. HS diploma	Supervise and assists in program activities and clean-up during and after program hours
Activity Specialist: Paid	Program Coordinator	Two years of experience working with youth HS diploma	Assist in program activities and clean-up during and after program house
Recreation Laborer: Paid	Program Coordinator	NYS driver's license and ability to lift 50lbs. Ability to perform task with minimum supervision.	Assists in program activities and clean-up during and after program hours

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
Judy Kennedy	Mayor	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Genie Abrams	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Regina Angelo	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Cindy Holmes	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Torrence Harvey	Councilman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government

Orange County Youth Bureau Universal Program Application

Hillary Rayford	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Karen Mejia	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2017 RFP

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Finding of Non-Responsibility: 12/14/15

Basis of Finding of Non-Responsibility: 139-j

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Termination or Withholding of Contract: 12/14/15

Basis of Termination or Withholding: 139-j

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Print Name: Derrick Stanton

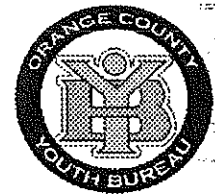
Title: Recreation Director

Date:

5/24/2016



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2017

Date Submitted

6/1/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Positive Image Teen Program

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Laborer (1)	\$19.26	H	\$8,089.20	\$0.00
TOTAL SALARIES AND WAGES			\$8,089.20	\$0.00
TOTAL FRINGE BENEFITS			\$647.14	\$0.00
TOTAL PERSONAL SERVICES (1)			\$8,736.34	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Program Director	\$20.00	HR	\$8,400.00	\$8,400.00
Program coordinator	\$15.00	HR	\$6,300.00	\$6,300.00
Activity Specialist(2)	\$12.00	HR	\$10,080.00	\$10,080.00
TOTAL CONTRACTED SERVICES (2)			\$24,780.00	\$24,780.00

TOTAL MAINTENANCE & OPERATION (3)

\$15,000.00

\$7,000.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS

TOTAL FACILITY REPAIRS (4)		\$0.00

NEEDS TO MATCH APPLICATION COVER PAGE TOTAL PROGRAM AMOUNT

\$48,516.34

NEEDS TO MATCH APPLICATION COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED

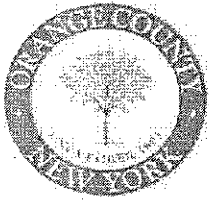
\$31,780.00

Cost per Participant *Enter the Total Number of Participants to be served

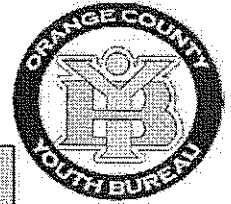
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	485.1634	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	317.8	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
☐ Allocation is different from the Request, Total Program Amount the same
☐ Allocation is different from the Request, Total Program Amount is different
☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/1/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Positive Image Teen Program

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right).....
Equipment Rentals (List in space at right).....
Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Indicate Rate/Basis/Type at right).....
Insurance (List type in space at right).....
Utilities and Telephones

Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

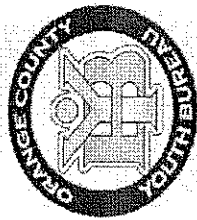
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$5,000.00	\$1,000.00	supplies for cooking class, food, water
\$5,000.00	\$5,000.00	Educational Field trips
\$5,000.00	\$1,000.00	Video games, pool tables, foosball
\$15,000.00	\$7,000.00	

Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



PERSONNEL – TIME/PAYMENT PAGE

[illegible]



ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS

OTHER REVENUE SOURCES					
Program Name:		Positive Image Teen Program			
NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO	
Orange County Youth Bureau	County/State	\$31,780.00	Rachel Wilson, 845.615.3620	01.01.2017-12.31.2017	
City of Newburgh	City	\$16,735.00	Derrick Stanton, 845. 569-7374	1/1/2017 to 12/31/2017	
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		TOTAL:			

RESOLUTION NO.: 181 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$46,500.00 REQUIRING NO CITY MATCH TO FUND THE
RECREATION DEPARTMENT HELPING YOUNG PEOPLE EXCEL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$46,500.00 for the Helping Young People Excel ("HYPE") Program; and

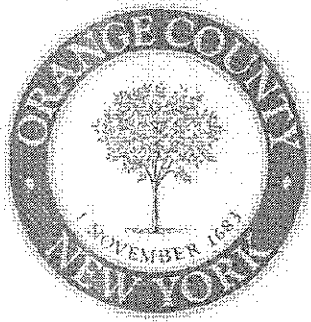
WHEREAS, the HYPE Program focuses on a variety of components to include homework help, mentoring, enrichment activities and daily recreation and is designed to enhance positive development of youth by teaching them to avoid substance abuse with increasing health and wellness behaviors by participating in sports, physical activities and eating healthy and teaches critical self-management skills to set and maintain a healthy mental lifestyle; and

WHEREAS, funds will be utilized for the costs of staff and operation and maintenance; and

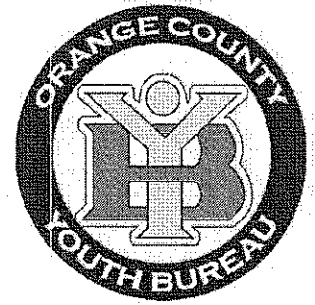
WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$46,500.00 requiring no City match to fund the Recreation Department Helping Young People Excel (HYPE) Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



Orange County Youth Bureau 2017 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
 - Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 10, 2019

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

**Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page**

Program Title: City of Newburgh Helping Young People Excel (HYPE) Program		QYDS/Program ID# (County Use Only):	Program Year: 2017
FUNDING INFORMATION			
(County Use Only): ☐ NO Revisions Required ☐ Revisions Required due			
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)	
Total Program Amount: 67,380		Last Name, First Name: Ciaravino, Michael	
Funds Requested: \$46,500.00		1. Title: City Manager	
Funds Awarded/Allocated (County Use Only): Amount and Category		Email: mciarvino@cityofnewburgh-ny.gov	
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]	Last Name, First Name: Mack, Kathryn	
% Agency Cash: [RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]	2. Title: Comptroller	
		Email: kmack@cityofnewburgh-ny.gov	
AGENCY/MUNICIPALITY INFORMATION:			
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations			
Federal ID #: 14-6002329	Charities Reg. #:	Last Name: Stanton	
Agency Website: www.cityofnewburgh.recdesk.com		First Name: Derrick	
Implementing Agency/Municipality: City of Newburgh		Title: Recreation Director	
Mailing Address: 83 Broadway		Phone Number(s): 845 569-7374	Fax Number: 562-6302
Address Line 2:		Extension:	
City: Newburgh		E-Mail: dstanton@cityofnewburgh-ny.gov	
State: NY	Zip Code: 12550	PERSON CONTACT OTHER THAN AGENCY (May or may not be individual who signs claims): Derrick Stanton (845) 569-7374	
		PERIOD OF ACTUAL PROGRAM OPERATION:	
		FROM: 6/26/2017 TO: 8/4/2017	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL		HOURS OF OPERATION:	
Last Name: Kennedy	First Name: Judy	FROM: 8:00am TO: 4:00pm	
Title: Mayor		☐ Daily ☐ Other (Explain)	
Phone Number(s): 845-569-7303	Extension:		
Fax Number: 845-569-7370			
E-Mail: jkennedy@cityofnewburgh-ny.gov			

Check if: ☐ Joint Program

1. Name of participating municipalities:

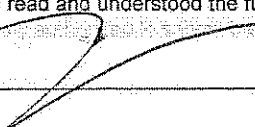
2. Name of primary disbursing municipality:

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies):

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau RFP YB 01-2016 and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and

Signature: 

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/1/16**

Orange County Youth Bureau Universal Program Application

Life Area	Goal	Objective	Services, Opportunities, and Supports (SOS)
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 213 Childr yth will be free fr health ris 2. Click Here	1a. 0233 Healthy Lifestyles 1b. Click Here 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 4 CVC Citizenship	☒ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. 415 Childr yth will have posit peer int 2. Click Here	1a. 0424 Safe Place Out of School Time Services 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

With a crime rate of 48 per one thousand residents, Newburgh has one of the highest crime rates in America compared to all communities of all sizes - from the smallest towns to the very largest cities. One's chance of becoming a victim of either violent or property crime here is one in 21. Within New York, more than 98% of the communities have a lower crime rate than Newburgh. In fact, after researching dangerous places to live, NeighborhoodScout found Newburgh to be the 14th most dangerous city in the United States. Additionally, a national study conducted by YMCA of the USA found that teenagers who are unsupervised during the afterschool hours of 3:00 to 6:00p.m. are more likely to engage in risky behaviors than youth who are supervised by a parent or another adult or who are involved in structured activities during those hours. These behaviors include substance use and abuse, sexual activity, and smoking, among others. In addition, youth who do not spend time in afterschool activities are 37% more likely to become teen parents than those who participate in afterschool programs.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 11-14 years who reside in the City of Newburgh and the Newburgh Enlarged School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

The H.Y.P.E program focuses on a variety of components to include homework help, mentoring, enrichment activities and daily recreation. The H.Y.P.E. (Helping Young People Excel) program is designed to enhance the positive development of youth by teaching them to avoid substance use with increasing health and wellness behaviors. These include participating in sports, physical activities and eating healthy. The program also teaches youth critical self-management skills to set and maintain a healthy mental lifestyle. Additionally, H.Y.P.E is designed to increase youth and parent interest in participation by emphasizing positive images of youth engaged to inspire positive self-image. H.Y.P.E is customized to each youth's individual needs by providing messages tailored to promote healthy habits and lifestyles.

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	Helping Young People Excel (HYPE)	Program Address:	401 Washington Street, Newburgh, NY

How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____
 Other Quality Measures, i.e. retention rate, Hrs. of training: _____

How much? (use whole numbers)

Total # of Participants: <u>50</u>	Gender: Male: <u>30</u> Female: <u>20</u>	Age: 0-4: _____ 5-9: _____ 10-14: <u>50</u> 15-17: _____ 18-20: _____
------------------------------------	---	---

Ethnicity: White: 10 Black or African American: 25 Hispanic or Latino: 10 American Indian or Alaskan Native: _____
 Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 5

Target Population: (estimate projected whole numbers of youth for each category)

General: 45 Aging out of Foster Care: _____ Children of Incarcerated Parents: 5 Juvenile Justice Re-entry Youth: _____
 Runaway/Homeless: _____

Is anybody better off?

PARTICIPANT OUTCOMES Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes	PERFORMANCE TARGETS FOR EACH OUTCOME of youth who will reach each listed outcome	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured?
1. Participants will benefit by having a place to go after school to keep them from the risky activities of the streets.	1. Students will be required to attend daily sessions.	1. As a program catered to youth in 6 th - 9 th grade our performance target are that 90% of participants learn healthy alternatives	1. Attendance at all sessions will be kept to see if there is a increase of decrease in program attendance and at what point s during the program do we have spikes and declines.
2. Participants will benefit from attending classes on personal self-management skills, general social skills, drug resistance skills, financial management, culinary arts, and physical fitness.	2. Students will be required to work hard and follow instructions and rules in order to continue participation in our program. Students will receive group and individual instruction to assist them in improving themselves socially and academically.	2. 80% of all participants will avoid being involved in a violent altercation, due to having a place to go after school.	2. Post-Evaluations will be give to all participants and staff to see where improvements can be made.

AGENCY PROGRAM PROFILE

PROGRAM SUMMARY: (100 word maximum)

The HYPE program target population is boys and girls ages 11-14 years who reside in the City of Newburgh and the Newburgh Enlarged School District. The H.Y.P.E program will provide a variety of components to include homework help, mentoring, enrichment activities and daily recreation. The H.Y.P.E. (Helping Young People Excel) program is designed to enhance the positive development of youth by teaching them to avoid substance use with increasing health and wellness behaviors. These include participating in sports, physical activities and eating healthy. The program also teaches youth critical self-management skills to set and maintain a healthy mental lifestyle. H.Y.P.E is customized to each youth's individual needs by providing messages tailored to promotes healthy habits and lifestyles.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, etc.)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our program offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the program. We do not tolerate any unsafe behavior, fighting, bullying etc. Our staff monitors our participants closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our program is limited to middle-school age children (11-14), so there is less of a chance of injury due to older children playing with younger children. This also allows instructors and activity specialists, to provide age-based classes and activities and reduces the incidents of bullying from older children to the younger ones. We have a clear set of rules and behaviors that are entrenched in our staff training, who in turn will go over the rules at their first meeting with the children.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our staff are trained to interact with all of the children. This allows staff to gain the trust of players, who in turn feel secure and cared for. However, we still enforce published rules and regulations for the good order of the program that all children must follow. All information about the program will be communicated by our staff to the children and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	The City of Newburgh is fortunate to have people from a multitude of races and cultures live within its borders. All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations; without question.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	Our HYPE program offers rules for the good order and discipline of the program, as well as the individual expectations of participants. These rules and expectations are entrenched in our staff in turn pass them on to the children during daily interactions.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our staff are trained how their impact on participants is great, that they can make a real difference in their lives, and it is imperative that their impact is a positive one. Staff will not only conduct team activities, but also give participants individual tips and skills that they can use to improve their performance. Participants that take the time to work outside of HYPE should see marked improvement over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our program provides many opportunities for skill building. Besides homework help and learning the basics of making healthy choices, the staff also teaches self-esteem building, teamwork, hard work, and a never quit attitude.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to integrate family, school, and community efforts by working with the parents to guide the participants to do well in school, and stay out of trouble in the community, so they can continue to participate in our program. We also seek parent participation to encourage strong families for strong communities.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements.	The Recreation Director is overall in charge of the H.Y.P.E. program, to include Breath of New Life Ministries's staff and youth volunteers. However, there will be a program director responsible for the conduct of the youth program. The program director will attend all program sessions and give the recreation director a weekly update; at a minimum. The recreation director will periodically stop by the programs to spot-check things as well.
Evaluation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned.	At the end of the program students are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously all comments and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY

Agency Name: City of Newburgh

Program Name: HYPE Program

Site 1: Facility Name: City of Newburgh Activity CenterAddress: 401 Washington Street, Newburgh, NY 12550Program Offering/Component Name: Helping Young People ExcelOperation Period: 1/31/2017 to 12/31/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 2:30pm to 6:00pm

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: 50 AGE RANGE: 11 to 14Average Attendance: 50Total Number of Adult Participants (21+) 0

Site 2: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 3: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES

Program Name: H.Y.P.E

POSITION/TITLE* (Specify vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Program Director: Paid	Recreation Director	Two years of experience with some college	Coordinates and administers the Youth program. Plan all activities and trips. Inspects equipment for safety and proper maintenance; Keeps records and prepares reports.
Program coordinator: Paid	Program Director	Two years of experience working with youth. HS diploma	Supervise and assists in program activities and clean-up during and after program hours
Activity Specialist: Paid	Program Coordinator	Two years of experience working with youth HS diploma	Assist in program activities and clean-up during and after program house
Recreation Laborer: Paid	Program Coordinator	NYS driver's license and ability to lift 50lbs. Ability to perform task with minimum supervision.	Assists in program activities and clean-up during and after program hours

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
Judy Kennedy	Mayor	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Genie Abrams	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Regina Angelo	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Cindy Holmes	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Torrence Harvey	Councilman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government

Orange County Youth Bureau Universal Program Application

Hillary Rayford	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Karen Mejia	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2017 RFP

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

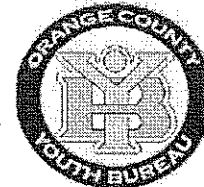
Print Name: Derrick Stanton

Title: Recreation Director

Date:
5/24/2016



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2017

Date Submitted

6/1/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

HYPE (Helping Young People Excel)

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Laborer (1)	\$19.26	H	\$6,741.00	\$0.00
TOTAL SALARIES AND WAGES			\$6,741.00	\$0.00
TOTAL FRINGE BENEFITS			\$539.00	\$0.00
TOTAL PERSONAL SERVICES (1)			\$7,280.00	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Program Director	\$40.00	HR	\$14,000.00	\$14,000.00
Program coordinator	\$20.00	HR	\$7,000.00	\$7,000.00
Activity Specialist(2)	\$15.00	HR	\$10,500.00	\$10,500.00
TOTAL CONTRACTED SERVICES (2)			\$31,500.00	\$31,500.00
TOTAL MAINTENANCE & OPERATION (3)			\$25,000.00	\$15,000.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS

TOTAL FACILITY REPAIRS (4)	\$0.00	\$0.00

TOTAL PROGRAM AMOUNT **\$63,780.00**+ TOTAL YOUTH BUREAU FUNDS REQUESTED **\$46,500.00**

Cost per Participant *Enter the Total Number of Participants to be served

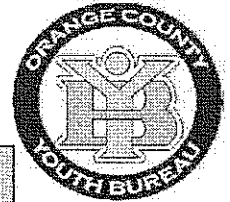
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	637.8	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	465	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
☐ Allocation is different from the Request, Total Program Amount the same
☐ Allocation is different from the Request, Total Program Amount is different
☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/1/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: HYPE (Helping Young People Excel)

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
Equipment Rentals (List in space at right).....
Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Indicate Rate/Basis/Type at right)
Insurance (List type in space at right).....
Utilities and Telephones

Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$10,000.00	\$7,000.00	supplies for cooking class, food, water
\$10,000.00	\$5,000.00	Educational Field trips
\$5,000.00	\$3,000.00	Video games, pool tables, foosball
\$25,000.00	\$15,000.00	

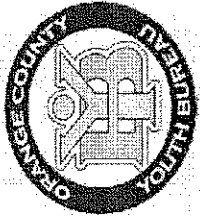
Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



PERSONNEL - TIME/PAYMENT PAGE						
Program Name:	City of Newburgh HYPE program					
Position Title Each Title Must Be Exactly the Same as on the Total Budget and Personnel Qualifications and Duties pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (If more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*	
Program Director	1.00	20.00	17.50	\$40.00	\$700.00	
Program Coordinator	1.00	20.00	17.50	\$20.00	\$350.00	
Activity Specialist	2.00	20.00	17.50	\$15.00	\$525.00	
Recreation Laborer	0.00	0.00	0.00	\$19.26	\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with Youth Bureau funds, the hourly rate of pay, and the total salary.

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with Youth Bureau funds, the hourly rate of pay, and the total salary.



ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS

OTHER REVENUE SOURCES					
Program Name: City of Newburgh Year Around Basketball Program					
NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO	
Orange County Youth Bureau	County/State	\$46,500.00	Rachel Wilson, 845.615.3620	01.01.2017-12.31.2017	
City of Newburgh	City	\$17,280.00	Derrick Stanton, 845 569-7374	1/1/2017 to 12/31/2017	
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
TOTAL:					

RESOLUTION NO.: 182 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$2,160.00 REQUIRING NO CITY MATCH
TO FUND THE RECREATION DEPARTMENT YOUTH SOCCER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

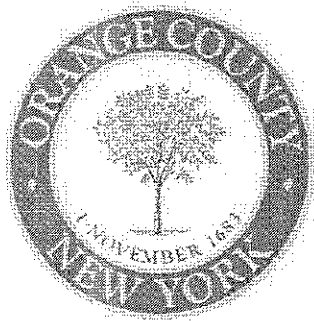
WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$2,160.00 for a Youth Soccer Program consisting of a fall/spring outdoor season and a winter indoor season; and

WHEREAS, funds will be utilized for the costs of referees; and

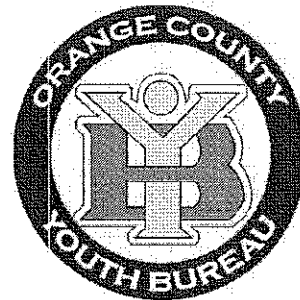
WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$2,160.00 requiring no City match to fund the Recreation Department Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.



Orange County Youth Bureau 2017 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 10, 2018

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. NO HANDWRITTEN FORMS WILL BE ACCEPTED.

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

**Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page**

Program Title: City of Newburgh Youth Soccer Program			QYDS/Program ID# (County Use Only):		Program Year: 2017
FUNDING INFORMATION					
(County Use Only) ☐ NO Revisions Required ☐ Revisions Required due					
FUND AMOUNTS			AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)		
Total Program Amount: 27,458.88			Last Name, First Name: Ciaravino, Michael		
Funds Requested: 2,160			Title: 1. City Manager		
Funds Awarded/Allocated (County Use Only): Amount and Category			Email: mciarvino@cityofnewburgh-ny.gov		
60% State Aid [RHYA Programs ONLY]		% Tax Match [RHYA Programs ONLY]	Last Name, First Name: Mack, Kathryn		
% Agency Cash [RHYA Programs ONLY]		% In Kind [RHYA Programs ONLY]	Title: 2. Comptroller		
			Email: kmack@cityofnewburgh-ny.gov		
AGENCY/MUNICIPALITY INFORMATION:					
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations					
Federal ID #: 14-6002329		Charities Reg. #:		Last Name: Stanton	
Agency Website: www.cityofnewburgh.recdesk.com				First Name: Derrick	
Implementing Agency/Municipality: City of Newburgh		Phone Number(s): 845 569-7374		Fax Number: 562-6302	
Mailing Address: 83 Broadway		E-Mail: dstanton@cityofnewburgh-ny.gov		Extension:	
Address Line 2:		Derrick Stanton (845) 569-7374 (May or may not be individual who signs claims):			
City: Newburgh		State: NY	Zip Code: 12550	PERIOD OF ACTUAL PROGRAM OPERATION:	
				FROM: 6/26/2017 TO: 8/4/2017	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL				HOURS OF OPERATION:	
Last Name: Kennedy		First Name: Judy		FROM: 8:00am TO: 4:00pm	
Title: Mayor				☐ Daily ☐ Other (Explain)	
Phone Number(s): 845-569-7303		Extension:			
Fax Number: 845-569-7370					
E-Mail: jkennedy@cityofnewburgh-ny.gov					

Check if: ☐ Joint Program

1. Name of participating municipalities:

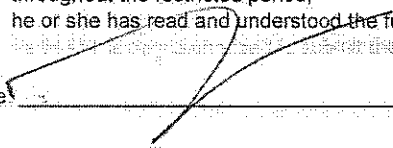
2. Name of primary disbursing municipality:

Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies):

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau RFP YB 01-2016 and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and

Signature: 

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/17/16**

Life Area	Goal	Objective	Services, Opportunities, and Supports (SOS)
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 211 Children and youth will be physic 2. Click Here	1a. Click Here 1b. 0232 Recreation Opportunities 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 4 CVC Citizenship	☒ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. 413 Chldr yth to understand respect	1a. Click Here 1b. Click Here 2a. 0420 Youth Leadership/Empowerment Opportunities 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 6 COM Community	☐ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

According to NeighborhoodScout.com, the City of Newburgh is above the national average in all violent crimes (murder, rape, assaults, and robbery). Newburgh is also a hotbed for illegal drug activity and gang violence. Children age 3-13 are prime targets for this type of destructive behavior. The City of Newburgh Recreation department has not run any youth sports programs in over 10 years. Additionally the department has virtually no equipment to run an effective program. Only those residents who have enough money to afford transportation to other towns have been able to have their children participate in youth sports. With a large number of City of Newburgh residents living in poverty, this leaves a large segment of the population not provided for recreationally. This soccer program will encompass the life areas of Physical and Emotional Health and Citizenship and focus on keeping kids off the streets, providing an environment that fosters positive interactions, and keeping them away from negative influences.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 3-13 years who reside in the City of Newburgh and the Newburgh Enlarged School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations. This area has a population that is 50% Hispanic. The game of soccer is very popular with this demographic and to have no programs available to them is a shame. Additionally, sports in the Hispanic community is a family activity. Parents actively seek volunteer opportunities to coach their children and support the sports programs that they participate in.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our soccer program focuses on keeping our players in a safe and nurturing setting that offers physical and emotional health, and an environment that enhances their citizen skills by providing opportunities to foster positive interactions with peers and adults alike. Our coaches will be positive role models for the players on their teams. The players will have practices once a week and one to two games a week both indoors and outdoors depending on the season. At the practices our coaches work on soccer skills, as well as teamwork which will help our players not only get better in the sport, but they also learn the teamwork skills that will help them in their daily lives. Players will be responsible for showing up to practices and games on time or risk losing playing time or the opportunity to play at all. Players will also be issued a league uniform that they must maintain throughout the season and will only be allowed to play in a game with that uniform.

Program Offering Summary

Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Youth Soccer Program	Program Address:	401 Washington Street, Newburgh, NY
How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____			
Other Quality Measures, i.e. retention rate, Hrs. of training: _____			
How much? (use whole numbers)			
Total # of Participants: <u>60</u>	Gender: Male: <u>50</u> Female: <u>10</u>	Age: 0-4: <u>25</u> 5-9: <u>35</u> 10-14: _____ 15-17: _____ 18-20: _____	
<u>Ethnicity:</u> White: <u>10</u> Black or African American: <u>10</u> Hispanic or Latino: <u>30</u> American Indian or Alaskan Native: _____ Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: <u>10</u>			
<u>Target Population:</u> (estimate projected whole numbers of youth for each category) General: <u>50</u> Aging out of Foster Care: _____ Children of Incarcerated Parents: <u>10</u> Juvenile Justice Re-entry Youth: _____ Runaway/Homeless: _____			

Is anybody better off?

PARTICIPANT OUTCOMES Change in knowledge, skills or behavior due to participating in program	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured?
1. Participants will benefit from playing in our soccer program primarily by learning how to play soccer correctly participating in an alternative to the negative activities of the streets of Newburgh. 2. Players will also learn that they will be able to perform better by working hard in practice, taking care of their bodies, eating right, and getting proper sleep. 3. Players will see how teamwork leads to achievement on the field.	1. Players will be required to attend weekly practices and games. 2. Players will be required to work hard and follow team and league rules in order to continue participation in our program.	1. As a program catered to youth 7 years and below our performance targets are that 90% of participants learn the two most basic rules of soccer; No Hands and Out of Bounds. 2. 70% of all participants will be able to successfully perform a skill learned during practice on in a game. 3. 50% of all players grasp an understanding of the roles and responsibilities of the different positions on the soccer field.	1. Skill based pre-test at the beginning of the program and a post-test at the end. 2. In-season skills assessment during games.

AGENCY PROGRAM PROFILE

PROGRAM SUMMARY: (100 word maximum)

The City of Newburgh Youth Soccer Program currently consists of a fall/spring outdoor season and a winter indoor season. The program is comprised of 2 divisions of boys and girls age 3-7 years. Games are held at the Delano-Hitch Park during the fall season and Heritage Middle school; both located in the City of Newburgh. Seasons vary from 7 to 10 weeks in length. Uniforms will be provided to all players. Awards will be provided at the end of the season. All games will be officiated by certified officials, except for Kinder games. Coaches are volunteers from the community. The Recreation Department ensures that all coaches have a background check and receive certification from the National Association of Youth Sports.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? (Include policies, procedures, activities)
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our soccer program offers a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the program. We do not tolerate any unsafe behavior, fighting, bullying etc. Our coaches and staff monitor our players and spectators closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our soccer program are broken down by age so there is less of a chance of injury due to older players playing with younger players, as well as reduced chance for bullying from older players to the younger players. We have a clear set of rules and behaviors that are entrenched in our coaches in their training, who in turn will go over the rules at their first practice. These rules are then enforced by Recreation Staff and Referees throughout the season.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All of our Recreation Staff and coaches are trained to interact with all of the players. This allows staff and coaches to gain the trust of players, who in turn feel secure and cared for. However, we still enforce published rules and regulations for the good order of the program that all players must follow. All information about the soccer program will be communicated by coaches to the players and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	The City of Newburgh is fortunate to have people from a multitude of races and cultures live within its borders. All of our programs at City of Newburgh Recreation are open to all races, religions, genders, ethnicities, and sexual orientations; without question.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	Our soccer program offers rules for the good order and discipline of the league, as well as the individual expectations of players. These rules and expectations are entrenched in our coaching and recreation staffs who in turn pass them on to the players during practices and live game play.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our coaches and staff are trained how their impact on these players is great and that they can make a real difference in their lives, and it is imperative that the impact is a positive one. Coaches will not only conduct team practices, but also give players individual drills that they can practice outside of practice to improve their performance. Players that take the time to work outside of practice should see marked improvement over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our soccer program provides many opportunities for skill building. Besides learning the fundamentals of soccer, the coaches also teach teamwork, hard work, and a never quit attitude.
Integration of Family, School and Community Efforts: (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to integrate family, school, and community efforts by working with the parents to guide the players to do well in school, and stay out of trouble in the community, so they can continue to play in our program. We also seek parent-coaches as much as possible and have a strong working relationship with the school district athletic director..
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements.	The Recreation Director is overall in charge of the soccer program, to include all of the staff and coaches. However, there will be a recreation coordinator responsible for the conduct of the soccer program. The recreation coordinator will attend all program sessions (practice/games) and give the recreation director a weekly update; at a minimum. The recreation director will periodically stop by the programs to spot-check things as well.
Evaluation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned.	At the end of the program coaches, parents and players are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously all comments and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY

Agency Name: City of Newburgh

Program Name: Yth Soccer Program

Site 1: Facility Name: **Delano-Hitch Recreation Park**

Address: 401 Washington Street, Newburgh, NY 12550

Program Offering/Component Name: Youth Soccer

Operation Period: 1/31/2017 to 12/31/2017 Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐Su

Times: 5:00pm to 9:00pm

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: 60 AGE RANGE: 3 to 7

Average Attendance: 100

Total Number of Adult Participants (21+) 0

Site 2: Facility Name: **Heritage Middle School**

Address: 405 Union Ave, New Windsor, NY 12553

Program Offering/Component Name: Youth Soccer

Operation Period: 1/1/2017 to 3/1/2017 Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☒Th ☒F ☐Sa ☐Su

Times: 5:00pm to 9:00pm

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: 60 AGE RANGE: 3 to 7

Average Attendance: 100

Total Number of Adult Participants (21+) 0

Site 3: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

Site 4: Facility Name: _____

Address: _____

Program Offering/Component Name: _____

Operation Period: ____ / ____ / ____ to ____ / ____ / ____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES

Program Name: Newburgh Summer Playground

<i>POSITION/TITLE* (Specify vs. volunteer)</i>	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Recreation Coordinator: Paid	Recreation Director	Sixty college credits from a NYS registered college or university in recreation, sports management or related field or graduation from a high school or possession of a high school equivalency diploma and two seasons of paid or volunteer experience conducting recreational activities, or two semesters of experience as a teaching assistant, teacher aide or coach working in a classroom or gymnasium setting, 17 years of age or older. Wilderness CPR and First Aid Certified.	Coordinates and administers the soccer program. Schedules and directs games. Assigns work activities for seasonal recreation staff; Requisitions, distributes and keeps records of equipment, materials and supplies; Inspects equipment for safety and proper maintenance; Keeps records and prepares reports.
Recreation Laborer: Paid	Recreation Coordinator	Valid driver's license. Able to lift 50lbs. Have ability to carry out duties with minimal supervision.	Assists in the set-up for soccer games/practices. Assists in clean-up during and after games/practices.
Referee: Paid	Recreation Coordinator	Referee Certification	Maintains good order and discipline by enforcing game and league rules.

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
Judy Kennedy	Mayor	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Genie Abrams	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Regina Angelo	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Cindy Holmes	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Torrence Harvey	Councilman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government

Orange County Youth Bureau Universal Program Application

Hillary Rayford	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Karen Mejia	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2017 RFP

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Finding of Non-Responsibility: 5/24/2016

Basis of Finding of Non-Responsibility: Violation of State Finance Law §139-j

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: City of Newburgh

Date of Termination or Withholding of Contract: 5/24/2016

Basis of Termination or Withholding: Violation of State Finance Law §139-k

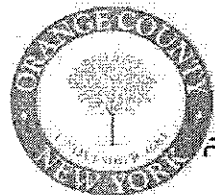
Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

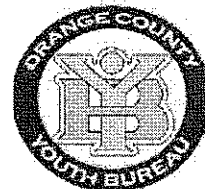
Print Name: Derrick Stanton

Title: Recreation Director

Date:
5/24/2016



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2017

Date Submitted

6/1/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Youth Soccer Program

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Coordinator (1)	\$28.00	H	\$8,064.00	\$0.00
Recreation Laborer (1)	\$19.26	H	\$5,546.88	\$0.00
TOTAL SALARIES AND WAGES			\$13,610.88	\$0.00
TOTAL FRINGE BENEFITS			\$1,088.00	\$0.00
TOTAL PERSONAL SERVICES (1)			\$14,698.88	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
2 Referees Winter Session	\$30.00	Game	\$720.00	\$720.00
2 Referees Spring Session	\$30.00	Game	\$720.00	\$720.00
2 Referees Fall Session	\$30.00	Game	\$720.00	\$720.00
TOTAL CONTRACTED SERVICES (2)			\$2,160.00	\$2,160.00
TOTAL MAINTENANCE & OPERATION (3)			\$10,600.00	\$0.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS

TOTAL FACILITY REPAIRS (4)		\$0.00

TOTAL PROGRAM AMOUNT \$27,458.88

+ TOTAL YOUTH BUREAU FUNDS REQUESTED \$2,160.00

Cost per Participant *Enter the Total Number of Participants to be served

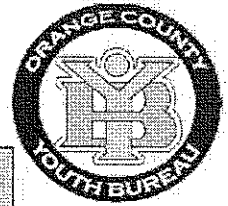
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	274.5888	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	21.6	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
- ☐ Allocation is different from the Request, Total Program Amount the same
- ☐ Allocation is different from the Request, Total Program Amount is different
- ☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/1/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Youth Soccer

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
Equipment Rentals (List in space at right).....
Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (List in space at right).....
Insurance (List type in space at right).....
Utilities and Telephones

Other Costs (List in space at right).....

3. TOTAL Maintenance and Operation:

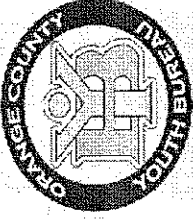
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$5,400.00	\$0.00	Gym Rental for Winter and Fall
\$5,200.00	\$0.00	Uniforms and trophies
\$10,600.00	\$0.00	

Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



PERSONNEL - TIME/PAYMENT PAGE

PERSONNEL -- TIME/PAYMENT PAGE					
Program Name: City of Newburgh Youth Soccer Program					
Position Title Each Title Must Be Exactly the Same as on the Total Budget and Personnel: Qualifications and Duties pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (if more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*
Recreation Coordinator	1.00	0.00	0.00	\$28.00	\$0.00
Recreation Laborer	1.00	0.00	0.00	\$19.26	\$0.00
Referee (Summer)	1.00	6.00	4.00	\$30.00	\$120.00
Referee (Fall)	1.00	6.00	4.00	\$30.00	\$120.00
Referee (Winter)	1.00	6.00	4.00	\$30.00	\$120.00
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ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS

OTHER REVENUE SOURCES					
Program Name: City of Newburgh Youth Soccer Program					
NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO	
Orange County Youth Bureau	County/State	\$2,160.00	Rachel Wilson, 845.615.3620	01.01.2017-12.31.2017	
City of Newburgh	City	\$25,298.88	Derrick Stanton, 845- 569-7374	1/1/2017 to 12/31/2017	
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		\$.00			
		\$.00			
TOTAL:					

RESOLUTION NO.: 183 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN AN AMOUNT NOT TO EXCEED \$25,920.00 REQUIRING NO CITY MATCH TO
FUND THE RECREATION DEPARTMENT YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

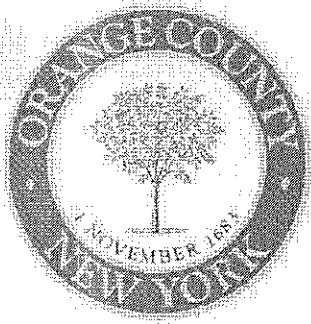
WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$25,920.00 for a Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees and a scorekeeper; and

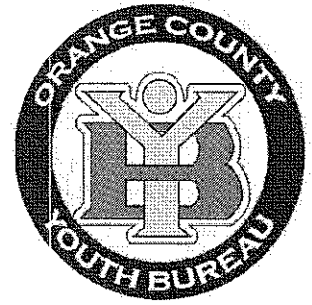
WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$25,920.00 requiring no City match to fund the Recreation Department Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.



Orange County Youth Bureau 2017 Request for Proposals



for funding available from:

- New York State Office of Children and Family Services
Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services
Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

APPLICATIONS DUE JUNE 10, 2016

PART II

Application Forms

See Part I for Background, Requirements and Application Instructions, including a projected timetable of Key Events and Scoring Rubric.

Each form in this packet must be completed in full. **NO HANDWRITTEN FORMS WILL BE ACCEPTED.**

In addition to the forms in this Part II, Applications must include the following to be considered:

- Board of Directors list, containing required information listed on Page 10 of 22 [Part II of RFP]
- Fiscal Documents Attachments: Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page [Part V of RFP]
- Applicants must attach applicable certificates of authority/incorporation/partnership/dba, etc.
- Applicant Agencies must attach their most recent A-133 Audit.
- Applicant Municipalities must attach their most recent Certified Financial Statements.

APPLICATIONS RECEIVED WITHOUT ALL OF THE APPLICABLE DOCUMENTATION REQUIRED ABOVE WILL BE DEEMED INCOMPLETE AND MAY BE DISCARDED.

**Orange County Youth Bureau
UNIVERSAL PROGRAM APPLICATION
Cover Page**

Program Title: City of Newburgh Year Round Basketball Program		QYDS/Program ID# (County Use Only):	Program Year: 2017
FUNDING INFORMATION			
(County Use Only) ☐ NO Revisions Required ☐ Revisions Required due			
FUND AMOUNTS		AUTHORIZED VOUCHER SIGNEE (MUST BE TWO)	
Total Program Amount: \$73,338.88		Last Name, First Name: Ciaravino, Michael	
Funds Requested: \$25,310.88		1. Title: City Manager	
Funds Awarded/Allocated (County Use Only): Amount and Category		Email: mcicaravino@cityofnewburgh-ny.gov	
60% State Aid [RHYA Programs ONLY]	% Tax Match [RHYA Programs ONLY]	Last Name, First Name: Mack, Kathryn	
% Agency Cash [RHYA Programs ONLY]	% In Kind [RHYA Programs ONLY]	2. Title: Comptroller	
AGENCY/MUNICIPALITY INFORMATION:		Email: kmack@cityofnewburgh-ny.gov	
This Agency is: ☐ Private, Not for Profit ☐ Public ☐ Religious Corporations		CONTACT PERSON FOR AGENCY/MUNICIPALITY:	
Federal ID #: 14-6002329	Charities Reg. #:	Last Name: Stanton	First Name: Derrick
Agency Website: www.cityofnewburgh.recdesk.com		Title: Recreation Director	
Implementing Agency/Municipality: City of Newburgh		Phone Number(s): 845-569-7374	Fax Number: 562-6306
Mailing Address: 83 Broadway		Extension:	
Address Line 2:		E-Mail: dstanton@cityofnewburgh-ny.gov	
		Direct Contact Phone & Email (May or may not be individual who signs claims): Derrick Stanton 845-569-7374	
City: Newburgh	State: NY	Zip Code: 12550	
EXECUTIVE DIRECTOR/CHIEF ELECTED OFFICIAL		PERIOD OF ACTUAL PROGRAM OPERATION:	
Last Name: Kennedy	First Name: Judy	FROM: 1/1/2017 TO: 12/31/17	
Title: Mayor		HOURS OF OPERATION:	
Phone Number(s): 845-569-7303	Extension:	FROM: 5:00pm TO: 9:00pm	
Fax Number: 845-569-7370		☐ Daily ☒ Other (Explain)	
E-Mail: jkennedy@cityofnewburgh-ny.gov		Winter Season : Tuesday, Thursday & Friday 5:00pm - 9:00pm Saturday: 11:30am to 4:30pm	
		Spring Season: Tuesday, Thursday & Friday 5:00pm - 9:00pm Summer Season: Monday to Friday 5:00pm - 9:00pm Fall Season: Tuesday, Thursday & Friday 5:00pm - 9:00pm Saturday: 11:30am - 4:30pm	

Check if: ☐ Joint Program

1. Name of participating municipalities:

2. Name of primary disbursing municipality:

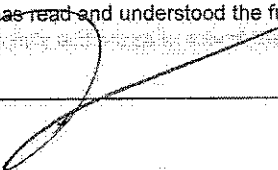
Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

If yes, please list the designation(s) and the certifying entity(ies):

The undersigned proposes to furnish and deliver services described in Orange County Youth Bureau RFP YB 01-2016 and the responding proposal to the County of Orange, at the budget stated within. The individual submitting this proposal on behalf of his or her firm, certifies by signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full Request for Proposal cited above; and

The undersigned hereby certifies that he or she is authorized to act on behalf of the business entity noted above.

Signature: 

Print Name: **Michael Ciaravino**

Title: **City Manager**

Date: **6/1/16**

Orange County Youth Bureau Universal Program Application

Life Area	Goal	Objective	Services, Opportunities, and Supports (SOS)
☐ 1 ES Economic Security	☐ 11 Youth will be prepared for their eventual economic self-sufficiency.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 2 PEH Physical & Emotional Health	☒ 21 Children and youth will have optimal physical and emotional health.	1. 211 Children and youth will be physic 2. Click Here	1a. Click Here 1b. 0232 Recreation Opportunities 2a. Click Here 2b. Click Here
☐ 3 ED Education	☐ 31 Children will leave school prepared to live, learn and work in a community as contributing members of society.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 4 CVC Citizenship	☒ 41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☐ 5 FAM Family	☐ 51 Families will provide children with safe, stable and nurturing environments.	1. Click Here 2. Click Here	1a. Click Here 1b. Click Here 2a. Click Here 2b. Click Here
☒ 6 COM Community	☒ 61 Communities will provide healthy, safe & thriving environments. ☐ 62 Communities will provide children, youth & families opportunities to meet physical, social, moral, emotional growth.	1. Click Here 2. 622 Adlts prov yth w/role modls opp.	1a. Click Here 1b. Click Here 2a. Click Here 2b. 0628 Mentoring Supports

Orange County Children & Family Services Plan (CFSP) Narrative

Demonstrate the local need in the Life Area(s) you identified on the previous page. Include local data, including statistics, and cite data sources. 100 word maximum.

With a crime rate of 48 per one thousand residents, Newburgh has one of the highest crime rates in America compared to all communities of all sizes - from the smallest towns to the very largest cities. One's chance of becoming a victim of either violent or property crime here is one in 21. Within New York, more than 98% of the communities have a lower crime rate than Newburgh. In fact, after researching dangerous places to live, NeighborhoodScout found Newburgh to be the number 14 most dangerous cities in the U.S.A. With respect to violent crimes, NeighborhoodScout found that Newburgh's violent crime rate is one of the highest in the nation, across communities of all sizes (both large and small). Violent offenses tracked included rape, murder and non-negligent manslaughter, armed robbery, and aggravated assault, including assault with a deadly weapon. According to NeighborhoodScout's analysis of FBI reported crime data, your chance of becoming a victim of one of these crimes in Newburgh is one in 68.

Describe your target population including but not limited to age range, gender, school district(s), community(s), risk and protective factors, and other important characteristics. 100 word maximum.

Our target population is boys and girls ages 6 - 18 years old who reside in the City of Newburgh and the Newburgh Enlarged City School District. The large majority of this population is from low income, single-parent households, who are prime targets for gangs and other negative organizations.

Demonstrate how your program will address Major Theme(s) and/or Strategies outlined in the CFSP (Part III). Link specific program activities to specific themes and/or strategies. 500 word maximum.

Our basketball programs focus on keeping our players in a safe and nurturing setting that offers physical and emotional health, and community involvement by having them learn and play the game of basketball. Our coaches encouraged to be positive role models with the players on their teams. The players will have practices once a week and one to two games a week both indoors and outdoors depending on the season. At the practices our coaches work on basketball skills, as well as teamwork which will help our players not only get better in the sport, but they also learn the teamwork skills that will help them in their daily lives. Players will be responsible for showing up to practices and games on time or risk losing playing time or the opportunity to play at all. Players will also be issued a league uniform that they must maintain throughout the season and will only be allowed to play in a game with that uniform. Coaches will serve as positive role models for the players and mentor them through tough times on and off the court. They will assist players with conflict resolution and effective decision making.

Program Offering Summary			
Agency:	City of Newburgh Recreation	Contact Name & Phone:	Derrick Stanton 845-569-7374
Program Name:	City of Newburgh Year Around Basketball	Program Address:	401 Washington St. and 321 S. William St. Newburgh, NY
How well: (complete at least one, if not both examples) Target NYS PQA Average Score: _____ Other Quality Measures, i.e. retention rate, Hrs. of training: _____			
How much? (use whole numbers)			
Total # of Participants: <u>480</u>	Gender: Male: <u>460</u> Female: <u>20</u>	Age: 0-4: <u>0</u> 5-9: <u>48</u> 10-14: <u>264</u> 15-17: <u>160</u> 18-20: <u>8</u> 21+: <u>0</u>	
Ethnicity: White: <u>80</u> Black or African American: <u>350</u> Hispanic or Latino: <u>25</u> American Indian or Alaskan Native: _____ Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: <u>25</u>			
Target Population: (estimate projected whole numbers of youth for each category) General: <u>405</u> Aging out of Foster Care: _____ Children of Incarcerated Parents: <u>75</u> Juvenile Justice Re-entry Youth: _____ Runaway/Homeless: _____			
Is anybody better off?			
PARTICIPANT OUTCOMES Change in knowledge, skills or behavior due to participating in program.	STRATEGIES/ACTIVITIES List program activities that contribute to participant outcomes.	PERFORMANCE TARGETS FOR EACH OUTCOME of youth who will reach each listed outcome.	MEASUREMENT TOOLS Pre/post tests, surveys, behavior, etc. What is being measured?
1. Players will increase their basic basketball skills. 2. Players will increase their knowledge of how to play in an organized basketball game with established rules and enforced by referees.	1. Players will be required to attend weekly practices and games. 2. The first week's of practices will be used to establish the player's skill level. All subsequent practices will be used in order to assist the players on their individual weaknesses, instruct players on the rules of an organized game, and build the individual players into a team that can compete in a live game situation against an opponent.	1. Our goal is for 75% of the participants to be able to dribble, pass, and shoot effectively in a live game situation against players their age or within two years of their age. 2. Our goal is to have 80% of the participants know how to play in a live game without excessive(5 times) violations of the most basic rules of basketball (traveling, double-dribble) or soccer (hands, offside, high-kick) as determined by the recreation staff.	1. Pre-tests will be given during the pre-season skills assessment, which is used to equally assign players to teams. The first week's practices will also be used for coaches to assess the needs of their individual players. 2. Mid-term and final assessments will be gained through watching the players as they progress through the season.

AGENCY PROGRAM PROFILE

PROGRAM SUMMARY: (100 word maximum)

The City of Newburgh Recreation Basketball Programs consists of three locations and has Winter, Spring, Summer and Fall programs for boys and girls ages 6-18 years old. Winter, Summer and Fall seasons have a 5-7 week regular season and one week of playoffs. Uniforms will be provided to all players. Awards will be provided at the end of each season. All games will be officiated by certified officials. Our Spring season will be used primarily for our travel teams. We will select the top players from our Winter, Summer and Fall seasons and have them compete in tournaments and leagues throughout the tri-state area.

8 Features of Positive Youth Development

Features of Youth Development Settings (School, Home, Community)	How does program address each Feature of Positive Youth Development Settings? <i>(Include policies, procedures, etc.)</i>
Physical & Psychological Safety (Do not exceed the space allotted) Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	Our basketball programs offer a safe, nurturing, environment where parents can feel comfortable dropping off their children to participate in the programs. We do not tolerate any unsafe behavior, fighting, bullying, etc. Our coaches and staff monitor our players and spectators closely to make sure everyone is safe.
Appropriate Structure (Do not exceed the space allotted) Limit Setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.	Our basketball programs are broken down by age so there is less of a chance of injury due to older players playing with younger players, as well as reduced chance for bullying from older players to the younger players. We have a clear set of rules and behaviors that are entrenched in our coaches in their training, who in turn will go over the rules at their first practice. These rules are then enforced by Recreation Staff and referees throughout the season.
Supportive Relationship (Do not exceed the space allotted) Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.	All our Recreation Staff and coaches are trained through the National Association of Youth Sports (NAYS) to interact with all of the players gaining their trust so each player feels secure and cared for, but at the same time they know there are rules and they have to be followed. All information about the basketball program will be communicated by coaches to the players and/or parents and also posted on the program's website for wider distribution.
Opportunities to Belong (Do not exceed the space allotted) Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disability; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.	All of our programs at the City of Newburgh Recreation are open to all races, religions, genders, ethnicities and sexual orientations.

Positive Social Norms (Do not exceed the space allotted) Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.	The basketball programs all offer rules for the good order and discipline of the league, as well as the individual expectations of players. These rules and expectations are entrenched in our coaching and recreation staffs who in turn pass them on to players during practices and live game play.
Support for Efficacy and Mattering (Do not exceed the space allotted) Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.	Our coaches and staff are trained how their impact on these players is great and that they can make a real difference in their lives, and it is imperative that the impact is a positive one. Coaches will not only conduct team practices, but also give players individual drills that they can practice outside of practice to improve their performance. Players that take the time to work outside of practice should see marked improvement over the course of the program.
Opportunities for Skill Building (Do not exceed the space allotted) Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences; opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.	Our basketball programs give many opportunities for skill building. Besides learning the fundamentals of basketball, the coaches also teach teamwork, hard work and a never quit attitude.
Integration of Family, School and Community Efforts. (Do not exceed the space allotted) Concordance; coordination and synergy among family, school and community.	We strive to intergrate family, school and community efforts by working with the parents to guide the players to do well in school, and stay out of trouble in the community, so they can continue to play in the program. We also seek parent-coaches as much as possible and have a strong working relationship with the high school varsity basketball program.
Monitoring (do not exceed the space allotted) A systematic review of program based upon requirements of a contract, rules, regulations, policies and/or State and Local laws. Identifies the degree to which activities specified in a contract/application complies with requirements.	The Recreation Director is overall in charge of the basketball program, to include all of the staff and coaches. Recreation Director gets weekly reports from the Recreation Staff on how each program is running, and will periodically stop by the programs to spot-check things as well.
Evaluation Methods (Do not exceed the space allotted) Process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program, and verify if program is running as planned.	At the end of the program parents and players are given evaluations in order to provide feedback on their experience. We read all of the evaluations and take very seriously what their comments were and make appropriate changes if they are warranted.

PROGRAM LOGISTICS SUMMARY

Agency Name: City of Newburgh

Program Name: Yr. Around Basketball

Site 1: Facility Name: Newburgh Armory Unity CenterAddress: 321 S. Williams St., Newburgh, NY 12550Program Offering/Component Name: Winter, Spring, Summer and Fall BasketballOperation Period: 01/01/2017 to 12/31/2017 Comments: Sat. 11:30am - 4:30pmHOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☐Th ☒F ☒Sa ☐SuTimes: 5:00pm to 9:00pm

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 5:00pm to 9:00pmTotal Number of Youth: 48 AGE RANGE: 6 to 18Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 2: Facility Name: Newburgh Jewish Community Center**Address: 290 North St., Newburgh, NY 12550Program Offering/Component Name: Winter, Summer and Fall BasketballOperation Period: 01/01/2017 to 12/31/2017 Comments: Not used during the Spring SeasonHOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☒T ☐W ☒Th ☐F ☐Sa ☐SuTimes: 5:00pm to 8:00pm

Summer Schedule:

☐M ☒T ☐W ☒Th ☐F ☐Sa ☐SuTimes: 5:00pm to 8:00pmTotal Number of Youth: 48 AGE RANGE: 6 to 8Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 3: Facility Name: Local 17 Training Center Gymnasium**Address: 451A Little Britain Rd., Newburgh, NY 12550Program Offering/Component Name: OC High School Basketball League(JV Division)Operation Period: 06/26/2017 to 8/4/2017 Comments: _____HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: 7/4/2017

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☒M ☒T ☒W ☒Th ☒F ☐Sa ☐SuTimes: 5:00pm to 9:00pmTotal Number of Youth: 72 AGE RANGE: 14 to 16Average Attendance: 100Total Number of Adult Participants (21+) 0**Site 4: Facility Name: _____**

Address: _____

Program Offering/Component Name: _____

Operation Period: _____ / _____ / _____ to _____ / _____ / _____ Comments: _____

HOLIDAYS AND DATES COMPONENT WILL NOT OPERATE: _____

Days of Operation:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Summer Schedule:

☐M ☐T ☐W ☐Th ☐F ☐Sa ☐Su

Times: _____ to _____

Total Number of Youth: _____ AGE RANGE: _____ to _____

Average Attendance: _____

Total Number of Adult Participants (21+) _____

PERSONNEL: Paid Staff and Consultants and Volunteers – QUALIFICATIONS AND DUTIES

Program Name: City of Newburgh Year Around Basketball Program

POSITION/TITLE* (Specify vs. volunteer)	SUPERVISED BY (Position Title)	POSITION QUALIFICATIONS and SCREENING PROCEDURES	JOB DUTIES
Recreation Coordinator: Paid	Recreation Director	Sixty college credits from a NYS registered college or university in recreation, sports management or related field or graduation from a high school equivalency diploma and two seasons of paid or volunteer experience as a teaching assistant, teacher aide or coach working in a classroom or gymnasium setting.	Assists in coordinating and administering a recreation programs, schedules and directs recreation activities including playground, athletic, swimming, field trips, camps, etc. Assigns work activities and locations for seasonal recreation staff, conducts public relation activities, recommends and prepares publicity for special events, requisitions, distributes and keeps records of equipment, materials and supplies. inspects equipment for safety and proper maintenance; keeps records and prepares reports of recreation activities. Maintains discipline and enforces regulations.
Recreation Laborer: Paid	Recreation Coordinator	Valid drivers license. Able to lift 50lbs. have ability to carry out duties with minimal supervision.	Assists in the set up for basketball games. Assists in clean up during and after games.
Referee: Paid	Recreation Coordinator	Referee Certification	Maintain good order and discipline by enforcing league rules during game.
Scorekeeper: Paid	Recreation Coordinator	14 yrs. of age or older. on the job training from recreation coordinator.	Operates official game clock during all contests. Maintains the official scorebook during all contests.

Attach your own Board of Directors list. Make sure it includes at least:

NAME	BOARD POSITION	HOME ADDRESS & PHONE #	EMPLOYER	EMPLOYER'S ADDRESS & PHONE #	SPECIFY: AFFILIATION OR YOUTH under age 21
Judy Kennedy	Mayor	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Genie Abrams	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Regina Angelo	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Cindy Holmes	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Torrence Harvey	Councilman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government

Orange County Youth Bureau Universal Program Application

Hillary Rayford	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government
Karen Mejia	Councilwoman	83 Broadway Newburgh, NY 12550 845- 569-7301	City of Newburgh	83 Broadway Newburgh, NY 12550 845- 569-7301	City Government



ORANGE COUNTY, NEW YORK
Department of General Services
PO Box 218, 22 Wells Farm Road
Goshen, New York 10924

Orange County Youth Bureau 2017 RFP

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Name and Title of Person Submitting this Form: Derrick Stanton, Recreation Director

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?: No ☒ Yes ☐

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j:

No ☐ Yes ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?: No ☐ Yes ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?:

No ☒ Yes ☐

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

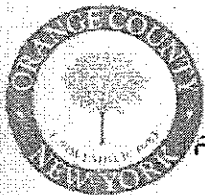
Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

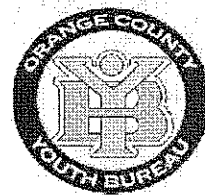
Print Name: Derrick Stanton

Title: Recreation Director

Date:
5/24/2016



ORANGE COUNTY YOUTH BUREAU PROGRAM BUDGET



FUNDING YEAR: 2017

Date Submitted

6/1/2017

AGENCY/MUNICIPALITY:

City of Newburgh

PROGRAM TITLE:

Year Around Basketball

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

POSITION TITLE	RATE OF PAY	BASIS (H,W, BW,SM)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
Recreation Coordinator (1)	\$28.00	H	\$8,064.00	\$0.00
Recreation Laborer (1)	\$19.26	H	\$5,546.88	\$0.00
TOTAL SALARIES AND WAGES			\$13,610.88	\$0.00
TOTAL FRINGE BENEFITS			\$1,088.00	\$0.00
TOTAL PERSONAL SERVICES (1)			\$14,698.88	\$0.00

CONTRACTED SERVICES AND STIPENDS:

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASIS (S,M,HR)	TOTAL PROGRAM AMOUNT(1)	TOTAL YB FUNDS REQUESTED FOR THIS PROGRAM
2 Referees Summer Session	\$40.00	Game	\$12,960.00	\$12,960.00
2 Referees Fall Session	\$40.00	Game	\$7,680.00	\$7,680.00
2 Referees Winter Session	\$40.00	Game	\$2,400.00	\$2,400.00
Scorekeeper	\$10.00	Game	\$2,880.00	\$2,880.00
TOTAL CONTRACTED SERVICES (2)			\$25,920.00	\$25,920.00

TOTAL MAINTENANCE & OPERATION (3)

\$32,720.00

\$0.00

(COMPLETE BUDGET ATTACHMENT)

LIST EQUIPMENT TO BE PURCHASED OR RENTED: (UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS

TOTAL FACILITY REPAIRS (4)	\$0.00	\$0.00

IDENTITY PRICE APPROPRIATION COVER PAGE TOTAL PROGRAM AMOUNT

\$73,338.88

IDENTITY PRICE APPROPRIATION COVER PAGE + TOTAL YOUTH BUREAU FUNDS REQUESTED

\$25,920.00

Cost per Participant *Enter the Total Number of Participants to be served

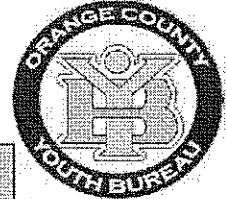
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	733.3888	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	259.2	Total YB Cost per Participant	0

To be completed by Youth Bureau only:

- ☐ Allocation is the same as the Request, NO fiscal revisions needed
- ☐ Allocation is different from the Request, Total Program Amount the same
- ☐ Allocation is different from the Request, Total Program Amount is different
- ☐ Budgetary Revisions Required



ORANGE COUNTY YOUTH BUREAU
PROGRAM TOTAL M&O BUDGET ATTACHMENT



Date Submitted: 6/1/2017

YB to complete
Program ID:

NAME OF AGENCY/MUNICIPALITY: City of Newburgh

NAME OF PROGRAM: Summer Playground

MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs).

Consumable Supplies (List in space at right).....
Maintenance/Equipment Repairs (List in space at right)....
Equipment Rentals (List in space at right).....
Equipment Purchases (List in space at right).....
Space Rentals (Indicate Rate/Basis/Type at right)
Travel (Indicate Rate/Basis/Type at right)
Insurance (List type in space at right).....
Utilities and Telephones
Other Costs (List in space at right).....

Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$10,400.00	\$0.00	Gym Rental for Winter and Fall
\$22,320.00	\$0.00	Uniforms and trophies
\$32,720.00	\$0.00	

3. TOTAL Maintenance and Operation:

Please note: if purchasing or renting equipment (unit cost over \$500 and life expectancy of over two years), then it needs to be listed on the Program Budget Page.



**ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS**

PERSONNEL - TIME/PAYMENT PAGE						
Program Name:	City of Newburgh Year Around Basketball Program					
Position Title Each Title Must Be Exactly the Same as on the Total Budget and Personnel: Qualifications and Duties pages	Total Number paid with Youth Bureau funds	Total Number of Weeks paid with Youth Bureau funds*	Total Number of Weekly Hours paid with Youth Bureau funds*	Hourly Rate of Pay (If more than one position, use highest salaried employee)	Total Weekly Salary paid with Youth Bureau funds*	
Recreation Coordinator	1.00	23.00	288.00	\$28.00	\$8,064.00	
Assistant Camp Director	1.00	23.00	288.00	\$19.26	\$5,546.88	
Referee (Summer)	2.00	8.00	162.00	\$40.00	\$12,960.00	
Referee (Fall)	2.00	5.00	96.00	\$40.00	\$7,680.00	
Referee (Winter)	2.00	10.00	30.00	\$40.00	\$2,400.00	
Scorekeeper	1.00	23.00	288.00	\$10.00	\$2,880.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with Youth Bureau funds, the hourly rate of pay, and the total salary.

OTHER REVENUE SOURCES					
Program Name: City of Newburgh Year Around Basketball Program					
NAME OF FUNDING SOURCE(S) Specify: Foundation/ Grantor/ Corporation, etc...	IF PUBLIC FUNDS, IDENTIFY: STATE, FEDERAL, COUNTY, CITY, TOWN, OR VILLAGE	AMOUNT GRANTED, FUNDED/ DONATED (Asterisk those Unconfirmed)	CONTACT PERSON NAME & PHONE NUMBER	PERIOD COVERED BY CONTRACT GRANT/ DONATION FROM-TO	
Orange County Youth Bureau	County/State	\$25,920.00	Rachel Wilson, 845.615.3620	01.01.2017-12.31.2017	
City of Newburgh	City	\$47,418.88	Derrick Stanton, 845- 569-7374	1/1/2017 to 12/31/2017	
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
TOTAL:					

RESOLUTION NO.: 184 - 2016

OF

JULY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF ST. GEORGE'S EPISCOPAL CHURCH TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR AN ENVIRONMENTAL PROTECTION FUND GRANT

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund Grant Program provides funding to improve, protect, preserve, rehabilitate, restore or acquire properties listed on the State or Federal Register of Historic Places; and

WHEREAS, St. George's Episcopal Church is applying to OPRHP for a grant under the Environmental Protection Fund to repair the tower, roof and nave ceiling of the historic building located at 105 Grand Street, a site located within the territorial jurisdiction of this Council; and

WHEREAS, this Council finds that the repair and restoration of St. George's Episcopal Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh does hereby approve and endorse the 2016 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant for the preservation of St. George's Episcopal Church located at 105 Grand Street in the City of Newburgh.

Gmail works better with Chrome

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Gmail

COMPOSE

city endorsement of St. George's grant application

Inbox x

Inbox (6,453)

Important

Drafts (18)

Circles

☐ Friends☐ Family☐ Acquaintances☐ Following

[imap]/Outbox

Notes

Personal

Travel

More



Barber, Mary (OMH)

to me, kmejia, MS

Deirdre and Karen,

St. George's will again apply for a NYS Parks Department historic preservation grant for our restoration work. We think we will have a knowledge we have from last year's attempt. We will again need a city endorsement of our application. Attached is a sample endorsement funding application site. Last year Deirdre took the lead on requesting this. Can one or both of you help me with getting it this year?

The application is due at the end of July so we will need to upload the endorsement before then.

Thank you!

Mary

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CFAMunicipalEndorsement.pdf
85 KB



Barber, Mary (OMH) (Mary.Barber@omh.ny.gov), kmejia@mindspring.com, MS MARGARET

Will do Mary. It will go before the July Council meeting. Let me know if you have any further questions.



Deirdre



All Church

I am still at dpw. Michea

Sans Serif

Send

7.92 GB (52%) of 15 GB used
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MUNICIPAL ENDORSEMENT

Except for projects on State lands, not-for-profit applicants applying for a project under the Parks program must attach the endorsement of the municipality in which the project is located. For projects involving multiple municipalities, endorsement is required from the municipality with planning jurisdiction (e.g., the county) and all municipalities owning affected property.

ACCEPTABLE SAMPLE MUNICIPAL ENDORSEMENT * *FOR NOT-FOR-PROFIT APPLICANTS ONLY* *****

Resolution No. _____

WHEREAS, the (not-for-profit organization name) is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) for a grant under the Environmental Protection Fund for a park project to be located at (location), a site located within the territorial jurisdiction of this (Board, Council or Legislature); and

WHEREAS, as a requirement under the rules of this program, said not-for-profit corporation must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, be it resolved by this august body, that the (Board, Council or Legislature) of (municipality) hereby does approve and endorse the application of (not-for-profit organization name) for a grant under the Environmental Protection Fund for a park project known as (project title) and located within this community.

If the project is taking place on municipally-owned land, the following must be added:

And further, it is resolved that, should (not-for-profit organization name) be unable to do so, said property shall be forever maintained by (municipality) as a municipal park in this community consistent with the rules promulgated by OPRHP.

DATE OF ADOPTION

CERTIFICATION OF CLERK

RESOLUTION NO. 185 - 2016

OF

JULY 11, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK

SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF THE BOYS AND GIRLS CLUB OF NEWBURGH, INC. TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION ENVIRONMENTAL PROTECTION FUND AND TO THE EMPIRE STATE DEVELOPMENT GRANT FUND FOR THE DEVELOPMENT OF THE CENTER FOR ARTS AND EDUCATION

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation Environmental Protection Fund Grant Program provides funding for the acquisition, planning, development and improvement of parks, historic properties and heritage areas located within New York State; and

WHEREAS, Empire State Development Grant funding is available to capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and under employment; and/or increase business or economic activity in a community or region; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. seeks Empire State Development Grant funding to leverage a \$2,000,000.00 grant from the Kaplan Family Foundation for the acquisition and rehabilitation of the Columbia Trust (Key Bank) building located at the corner of Broadway and Grand Street in connection with the development of The Center for Arts and Education; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. proposes to expand and relocate the Newburgh Performing Arts Academy, a highly successful school of the arts providing pre-professional instruction in dance, music, theater and visual arts to children, youth and adults, and Early Elementary Education Center in order to expand and serve 160 children in grades pre-K to 3 with literacy and other academic enrichment programs to ensure they reach critical 4th grade reading proficiencies; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. is committed to developing The Center for Arts and Education to further the revitalization of lower Broadway and the City's East End by drawing over 1500 children, youth and adults to its facility each week along with an additional 3,000 visitors and tourists that come out to the various arts events it hosts annually and also serve as a substantial draw for other businesses to relocate or establish themselves in the area, particularly those businesses that rely on foot traffic to generate revenue celebrate and perpetuate craftsmanship, culture and community; and

WHEREAS, the City Council find that supporting the acquisition of the Columbia Trust Building its rehabilitation to The Center for Arts and Education is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2016 Consolidated Funding Application of the Boys and Girls Club of Newburgh, Inc. to the to the New York State Office of Parks, Recreation and Historic Preservation Environmental Protection Fund and to the Empire State Development Grant Fund for the acquisition and rehabilitation of the Columbia Trust (Key Bank) Building for the development of The Center for Arts and Education.

RESOLUTION NO. ¹⁸⁶_____ - 2016

OF

JULY 11, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF
HUDSON VALLEY PAPERWORKS, INC. TO THE
EMPIRE STATE DEVELOPMENT GRANT FUND FOR THE DEVELOPMENT OF
THE THORNWILLOW MAKER'S VILLAGE**

WHEREAS, Empire State Development Grant funding is available to capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and under employment; and/or increase business or economic activity in a community or region; and

WHEREAS, Hudson Valley Paperworks, Inc. seeks Empire State Development Grant funding for the rehabilitation of properties located on South Lander Street, Spring Street and South William Street, all of which are located one block west of Washington's Headquarters and one block south of the East Parmenter Street Project, in connection with the development of The Thornwillow Maker's Village; and

WHEREAS, The Thornwillow Maker's Village proposes to include live/work housing; artist and writers residency programs, training programs and exhibition space; a commercial community kitchen, indoor marketplace and restaurant; and storefronts, studios and workshops and a digital press to support incubating businesses as well as the Thornwillow Institute and Thornwillow Press's design, printing, binding, publishing and e-commerce businesses; and

WHEREAS, Hudson Valley Paperworks, Inc. is committed to developing The Thornwillow Maker's Village to celebrate and perpetuate craftsmanship, culture and community; and

WHEREAS, the City Council find that supporting the development of The Thornwillow Maker's Village is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2016 Consolidated Funding Application of Hudson Valley Paperworks, Inc. to the Empire State Development Grant Fund for the development of The Thornwillow Maker's Village.

RESOLUTION NO.: 187 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT
URBAN AND COMMUNITY DEVELOPMENT PROGRAM GRANT
THROUGH THE CONSOLIDATED FUNDING APPLICATION PROCESS
IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR STRATEGIC PLANNING
AND MANAGEMENT OF THE CITY OF NEWBURGH COMPREHENSIVE PLAN**

WHEREAS, the New York State General City Law Section 28-a requires the City of Newburgh to adopt and periodically review a Comprehensive Master Plan; and

WHEREAS, the New York State Urban Development Corporation d/b/a Empire State Development (ESD) Urban and Community Development Program promotes economic development in New York State by encouraging economic and employment opportunities and stimulating development of communities and urban areas with a preference for projects located in highly distressed communities and provides working capital grants of up to \$100,000.00 each to support strategic development plans for a city, county or municipality; and

WHEREAS, the City of Newburgh is a qualified applicant under the ESD Urban and Community Development Program; and

WHEREAS, the City of Newburgh proposes to review and update its Comprehensive Master Plan by 2018; and

WHEREAS, the City has identified the ESD Urban and Community Development Program for funding for Strategic Planning and Management of the review and update to the Comprehensive Master Plan and this Council finds that applying for and accepting funding for this purpose 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 apply for and accept if awarded a New York State Urban Development Corporation d/b/a Empire State Development Urban and Community Development Program grant through the 2016 Consolidated Funding Application process in an amount not to exceed \$100,000.00 to fund Strategic Planning and Management of the review and update to the Comprehensive Master Plan; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 188 - 2016

OF

JULY 11, 2016

A RESOLUTION AUTHORIZING THE INSTALLATION OF A PERMANENT SOUND AND STORY SIGN AT DELANO-HITCH RECREATION PARK IN THE AREA OF WASHINGTON STREET AND ROUTE 32 IN CONNECTION WITH A WALKING TOUR OF AFRICAN-AMERICAN HISTORY ENTITLED “IN WASHINGTON’S SHADOW”

WHEREAS, Tashae Smith, through an Open Space Institute grant and partnership with the Sound and Story Project of the Hudson Valley, undertook an historic preservation project in the City of Newburgh focusing on the history of the Alsdorf Family, the A.M.E. Zion Church and the Colored School, the objective of which is to establish a permanent walking tour of six sites that will provide opportunities for anyone to learn different aspects of the lost African-American history in Newburgh; and

WHEREAS, The Newburgh Colored School was located at the intersection of what is now Washington Street and Route 32 and is one of the six sights on the walking tour of African-American history in Newburgh entitled “In Washington’s Shadow”; and

WHEREAS, Ms. Smith is requesting permission to install a sign to mark the location of The Newburgh Colored School on the permanent walking tour; and

WHEREAS, this Council has determined that the installation of the sign in the vicinity of Washington Street and Route 32 in the Delano-Hitch Recreation Park is in the best interests of the City of Newburgh and its residents;

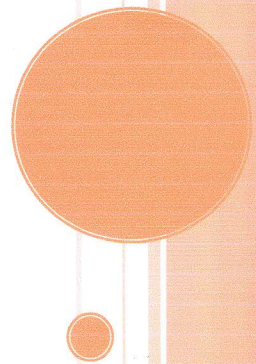
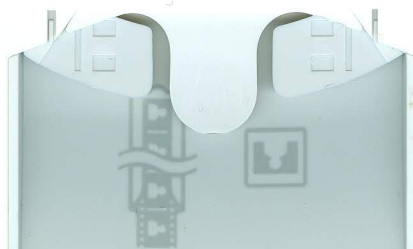
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Tashae Smith and her project partners be and are hereby authorized to install a Sound and Story sign marking the location of The Newburgh Colored School in the vicinity of Washington Street and Route 32 in the Delano-Hitch Recreation Park in connection with the permanent walking tour entitled “In Washington’s Shadow” focusing on African-American history in Newburgh.

IN WASHINGTON'S SHADOW

This project focuses on the history of the Alsdorf family, the A.M.E Zion Church and a Colored School. The objective of the project is to set up permanent walking tour with six sites that will allow anyone to learn different aspects of the lost African American history in Newburgh. A few of the sites are located on Washington Street, such as the A.M.E Zion Church. I believe the title, In Washington's Shadow represents this project because the history and significant of Washington's Headquarters (also on Washington Street) tends to overshadow other historic events and places.

Tashae Smith

Contact: tashae.smith@aol.com



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About the Open Space Institute



The Open Space Institute protects scenic, natural and historic landscapes to provide public enjoyment, conserve habitat and working lands and sustain communities.

Founded in 1974 to protect significant landscapes in New York State, the Open Space Institute is a leader in environmental conservation. OSI has partnered in the protection of 2.2 million acres in North America, from Alabama to southeastern Canada. All of OSI's work is directed by a consistent strategy emphasizing permanent protection on a landscape-level scale. OSI protects diverse landscapes including parks, preserves, working farms and forests, and utilizes climate science to identify critical landscapes for protection. OSI administers grant funds to preserve habitat for rare and endangered species, protect water resources, enhance recreational access and support sustainably managed lands.

We gratefully acknowledge that much of OSI's work in New York State is accomplished through the Open Space Land Trust, Inc, which received a permanent fund from the Lila Acheson and DeWitt Wallace Endowment in 2001.

About OSI

[OSI's Mission](#)

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Open Space Institute

1350 Broadway, Suite 201
New York, NY, 10018
212 290 8200

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Sound & Story PROJECT of the Hudson Valley

*Stories told
by people like you*

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Our Mission

The Sound and Story Project of the Hudson Valley is a non-profit organization whose mission is to strengthen community through the power of listening. We believe by sharing the stories of ordinary people we can help each other become more aware of our own history and more connected to each other and the place where we live.

Our stories come from many places. Some are in library and museum oral history collections. Some come from recordings we have made. Some have been found by people like you in shoe boxes in the backs of closets. And some have yet to be told. Share with us your story or favorite sound of the Hudson Valley.

The Sound and Story Project of the Hudson Valley is a program of the World Sound Foundation, a tax exempt non-profit organization.

Contact Us

The Sound and Story Project
of the Hudson Valley
PO Box 919
Stone Ridge, NY 12484
[Click here to send us a message](#)



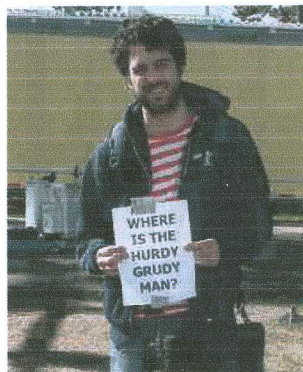
Director/Producer

Eileen McAdam fell in love with sound recording about 5 years ago when she first put on a pair of headsets, held a microphone in her hand and pushed that little red record button. A whole new world opened up to her and she has not stopped recording since. She began recording ambient sound and the stories of some of the old timers in her rural town of Stone Ridge, NY. She learned how to do sound editing and production while producing personal audio profiles that she gave to families as gifts. The interest and gratitude that these gifts received propelled her to take her hobby to the next level by starting the Sound and Story Project.



Producer/Chair, World Sound Foundation

Jim Metzner has produced more than 4,000 short-format radio programs since 1979, winning over a dozen broadcasting awards, including the Public Radio Program Award from the Corporation for Public Broadcasting, the Grand Award at the International Radio Festival of New York, and a Silver Medal from the United Nations. Jim's weekday radio series, Pulse of the Planet, provides its listeners with a two-minute sound portrait of planet earth and is heard worldwide by a million listeners a week on 180 broadcast outlets, including WAMC-FM in New York's Hudson Valley.



Many thanks to our former interns:

Lucas Willard is a Fall 2010 graduate of the Salt Institute for Documentary Studies in Portland, Maine where he studied Radio Documentaries. He has worked with the Albany Broadcasting Company and the Big Shed Audio Documentary Podcast. Currently, Lucas is WAMC's Berkshire Bureau Chief.

Kristin Charles-Scaringi is a longtime Hudson Valley resident with a passion for storytelling. She has a bachelor's degree in creative writing and a master's degree in information and

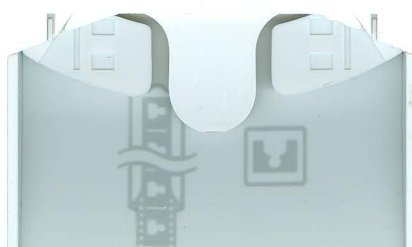
IN WASHINGTON'S SHADOW

Why I am here

- Your building is one of the sites of the walking tour.
- Permission to put the sign on your building. (written consent)
 - o Don't worry! The sign is as big as a piece of construction paper.
The sign will be to the side of your building, where it will not be in the way but where everyone can see it.
- No big damage to the building.
 - o Since the signs are small it will take 2 to 4 screws to put the sign up
 - o Putting the signs up are no hassle- approximate time 10-15 mins

More on the Project

This project is made possible through a grant I received through an organization called Open Space Institute. Each year the organization gives grants to undergraduate and graduate students in different areas such as conservation and historic preservation. The area I chose was historic preservation. For this project I also partnered with another organization called Sound and Story. This organization helps individuals as well as institutions verbally record their history in order to share with others. Sound and Story also creates signs to put in historic areas to allow people to learn about the historic importance of the area. These signs are unique because they have a number you can call which allows anyone with a phone to listen to the recordings they choose to share. There are already a few Sound and Story signs in Newburgh. Two of these signs can be found at the foot of Broadway overlooking the Hudson River and the Ritz Theatre also located on Broadway. This project has been in the works for almost a year. Due to the help of many different individuals (Open Space Institute, Director of Sound and Story Eileen Mcadams, City Historian Mary McTamaney,



Manhattanville Professor Collin Morris, Manhattanville Student Travis Clarke) I have come up with five scripts and five recordings of these scripts.

The Alsdorf Academy Script

Location: 93 Liberty Street

1] You're standing in front of the site of the former Alsdorf's Hall School of Music and Dancing built in 1915.

2] This grand building was adjoined to the Alsdorf Dancing Academy

Bring up music softly: Serenade Blues

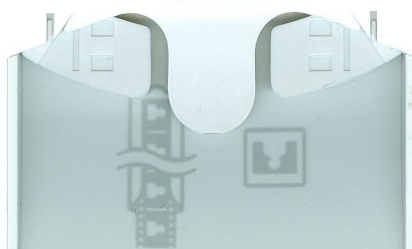
3] Those are the historic vibrations from over 100 years of music echoing from this location. From 1849 until it closed in 1952, Newburgh's residents studied music and dance at 93 Liberty Street.

4] While the oldest son, Charles operated the old Alsdorf Dancing Academy, his younger brothers, Ulysses and Simon operated the newer Alsdorf's Hall School of Music and Dancing.

5] Although the Alsdorf family began life in the Hudson Valley as slaves, their entrepreneurial energy and many talents made them one of the wealthiest African American family in Newburgh.

6] Newburgh City Historian Mary McTamaney describes the Alsdorf legacy:

"They seemed to have come with many talents in the family group. If you got them all around the thanksgiving table it would have been amazing to watch



what each of them were skilled at....It wasn't that the whole family was musicians or the whole family was you know a catering business as many families that rose to power were. They had multiple talents so that's one of the things that is interesting in their story."

7] The Alsdorfs' talents allowed them to overcome deep racial prejudice to build a successful music and dance academy.

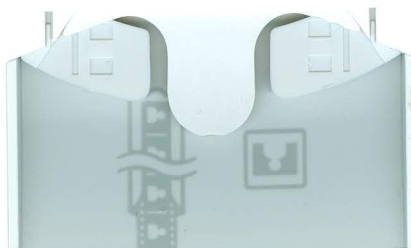
8] If you lived in the Hudson River Valley back in the late 1800s, chances are you were taught by one of the Alsdorf brothers.

9] Boys, girls, men and women wearing tuxedos and formal gowns attended their grand galas and charity balls.

10] In 1952 the last Alsdorf brother Ulysses died and the academy closed, but there are still a few folks alive today who may remember taking lessons from one of the famed Alsdorf brothers.

Bring back music

11] To learn more about the Alsdorf brothers and the forgotten history and rich contributions of Newburgh's African American community visit soundandstory.org



The Alsdorf House Script

Location: 260-262 Washington Street

1] Narrator: Did you know that at one time New York State had more slaves than Georgia?

2] And the largest concentration of slaves was right here in the Hudson Valley.

(Bring up music) I have a home in Egypt

3] One of these slaves was George Alsdorf, who became a free man in 1827.

4] In less than 20 years he purchased a home here at 260-262 Washington Street.
Newburgh city historian Mary McTameny:

When NY codified the end of slavery,

6] That would have been in 1827

*those that had been working on farms enslaved and had skills that
could be translated into self-sufficient work, often came to towns like
Newburgh. You could hang up your sign and be in business for yourself
because the community was growing very quickly in the 19th century
and it was a good choice to come here.*

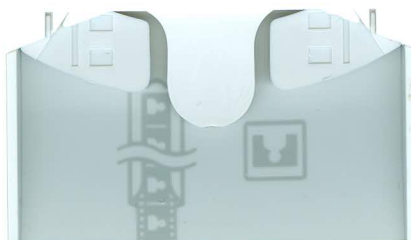
7] Mr. Alsdorf saw the opportunity a booming city like Newburgh offered and he and his family soon opened a men's clothing store, a catering business, a bakery, a tailoring shop, and a ladies hair salon and eventually a music academy.

8] Soon the Alsdorfs became one of the wealthiest African American families in the city.

9] In 1849, his son Dubois opened a music academy in Newburgh.

*If you were to take the two dozen famous Newburgh families they would be
one of them. The Aldorfs were the groundbreaking African American family
in Newburgh.*

10] But although the Alsdorf family was well known in and around Newburgh, there was one thing about them very few knew. Local Underground Railroad Superintendent Wilmot Vail



"At Newburgh there was a colored man named Alsdorf, of a family of musicians who provided for and concealed fugitives until an opportunity came to send them north." (Wilmot M. Vail)

11] For Mr. Alsdorf having his own freedom was not enough.

12] He and his family risked everything they had worked hard to achieve by providing a safe house for freedom seeking slaves from the south.

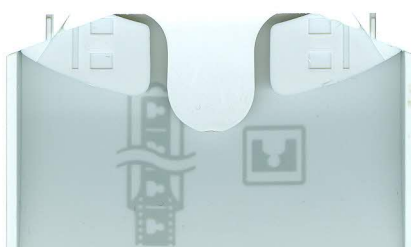
13] They were part of a secret network of stops along the Underground Railroad.

"If the party was closely pursued by his owner and a U.S. Marshal, we sent him in the opposite (direction toward) Newburgh, where Alsdorf took care of him."

(Wilmot M. Vail)

Bring up music

14] To learn more about Newburgh's African American History visit soundandstory.org



The AME Zion Church

Site: 109 Washington St, Newburgh, NY 12550

Music: I got a long white robe in Zion

1] You're standing in front of the very first African American Church in the city of Newburgh.

2] For over 185 years the American Methodist Episcopal - AME - Zion Church has served as a vital center to the African American community. Pastor, Milton Stubbs:

We have been a pillar in this community all these years and now and if we don't tell the story and let Newburgh know about it there is going to be forgotten history as in some of our other churches. That's why I think it is important that we recapture that history and bring it to life so that Newburgh will know the impact that we have had not only know but in the previous years of existence.

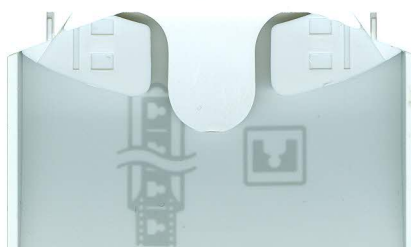
3] The Church's 185 year history has not been without struggle.

4] On December 31st 1860 the nation was on the brink of Civil War.

5] Congregants of the AME Zion church gathered for their traditional New Year's Eve Watch Meeting - a special service to give thanks for another year.

6] While they prayed peacefully, rioters attacked the church, broke down the door and vandalized the property.

7] Local authorities arrested the attackers and fined them 100 dollars each.



8] Then, two years later, on New Year's Eve, 1862, the Newburgh AME Zion congregants joined churches all over the country to give thanks and hold vigil. On the next day January 1st 1863, President Lincoln's historic Emancipation Proclamation freeing all slaves was to become law.

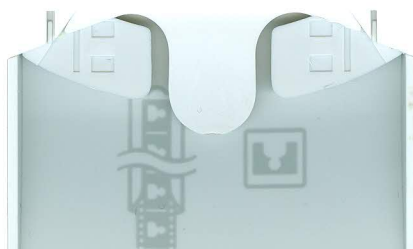
9] But rioters once again attacked the peaceful Watch Night Service. This time soldiers raced to the scene and dispersed the rioters.

10] For nearly two centuries the AME Zion Church has been the center of faith and community for many Newburgh residents. Pastor Stubbs:

I tell people that the church is a spiritual hospital where the wounded comes to be revived, to have hope restored. This is where we welcome all people of faith whether you have a suit on or whether you got blue jeans, whether you have holes in your shoes or holes in your pants, everybody is somebody and that the motto that we use That everybody is somebody in this church.

Bring Back Music

11] To learn more about the AME Zion church and the rich, forgotten history of Newburgh's African American community visit soundandstory.org

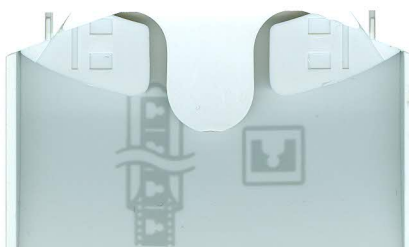


The Newburgh Colored School

Site: Washington Street and Route 32 (former Snakehill Road)

Music: instrumental intro to nobody knows the trouble I've seen

- 1] If you were an African American child living in Newburgh around 1849 and were fortunate enough to go to school, you attended The Colored School located here on Washington Street and Snakehill Road, known today as route 32.**
- 2] Until 1873 it would have been the only school in Newburgh you were allowed to attend.**
- 3] Little information survives about the Colored School.**
- 4] But from an old Newburgh City Directory and other historic documents, here are the few facts we could verify.**
- 5] The one room school house usually had just one teacher.**
- 6] From 1860 to 1865 that teacher, Elizabeth Waters was an African American woman - unusual for the time since it was difficult for black women to attend schools of higher education and train as teachers.**
- 7] Ms. Waters was also an activist and abolitionist.**
- 8] She and Newburgh Baptist preacher, Elisha Hawkins, gave anti-slavery lectures through-out the Hudson Valley.**
- 9] Private donations provided 100 percent of the school's support before it became incorporated into the city school district.**

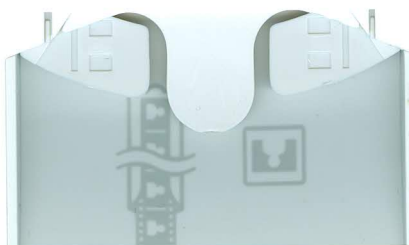


10] The Reverend Joseph P Thompson of the AME Zion Church down the street on Washington Street, was it leading trustee, the wealthy African-American Alsdorf family were dedicated benefactors.

11] Then in 1873, when most schools through-out the state and country were still segregated, Newburgh's Board of Education made the ground-breaking decision to integrate Newburgh's public grammar schools.

12] After 24 years of operation, the Colored School was officially closed and the African American children were integrated in Newburgh's surrounding grammar schools.

13] To learn more about the Colored School and the rich forgotten history of Newburgh's African American community visit soundandstory.org



Desegregation in Newburgh and the Closing of the Colored School

Site: Corner of Grand Street and Campbell Street

Music: If I had my way I would tear the building down

1] In 1873 an historic civil rights battle was fought and won in Newburgh due largely to the efforts of one prominent black citizen, Dubois Alsdorf.

(Bring up music) If I had my way I would tear the building down

3] It would be more than eighty years before the Supreme Court would rule all segregated schools unconstitutional.

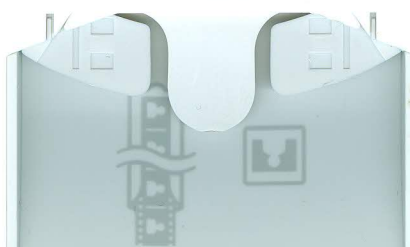
4] But Dubois Alsdorf, the son of a former slave, was determined that his children would have the same education as white children in Newburgh.

5] So he did a remarkable thing - he petitioned the city's Board of Education to admit his three sons to the all-white Grammar School #1.

6] He based his argument on the federal Civil Rights Act of 1865 that guaranteed the equal protection of all citizens.

7] In fact, he included a full copy of the Act. He was not just fighting for his own children, but all the African American children in Newburgh.

8] He sought to establish a binding precedent for the complete desegregation of the city's public schools.



9] The Board of Education's Committee on Laws deliberated on the petition and was divided in its opinion.

Male Voice: I believe the colored children can be better instructed, more of them will attend school, and they will be happier and freer from annoyances and petty persecutions in a school by themselves than in a school of mixed black and white pupils. "

10] Despite strong opposition by two committee members, the Board's majority was clearly persuaded by Dubois Alsdorf's argument. In a 6 to 2 vote the following resolution was formally passed:

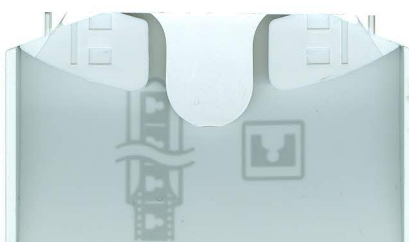
Male Voice: Resolved that the school heretofore set apart for colored children be discontinued, and all children of the proper school age be admitted to the schools of the city "without regard to race, color or previous conditions of servitude. "

11] In the end, the colored children that attended the colored school were dispersed to the different grammar school in Newburgh.

12] The three Alsdorf children would also go on to be the first African American's to attend the once prestigious Newburgh Academy after Dubois Alsdorf petitioned to have them join the school.

13] The Colored School officially closed in 1873 and the children of Newburgh – black and white attended the same grammar schools thereafter.

14] To learn more about desegregation, the closing of the Colored School and the history of Newburgh's African American community visit soundandstory.org



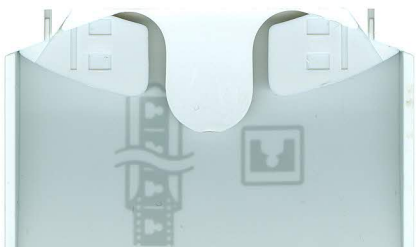
In Washington's Shadow- Written Consent

I _____ fully acknowledge that the project organizer, Tashae Smith, has told me about the project, *In Washington's Shadow*, including, the intent of the project; how the project came to be; why she has contacted me about the project; the location of the five sites and signs; the purpose of the signs; and other parties involved in the project.

I _____ give my written consent to allow a sound and story sign to be placed on my building/property with the knowledge that it is meant for the historic preservation of the Alsdorf family, the A.M.E Zion Church and the Colored School and meant to be used as a five site walking tour located in Newburgh. I further acknowledge and give written consent that once the sign is put on my building/property I will not take it down or have any other party take it down.

Signature of
building/property owner _____ Date _____

Signature of
Project Organizer _____ Date _____



RESOLUTION NO. 189 - 2016

OF

JULY 11, 2016

**A RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT
TO MODIFY ARTICLE XVI(H) OF THE COLLECTIVE BARGAINING AGREEMENT
WITH LOCAL 589 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

WHEREAS, by Resolution No. 251-2015 of September 28, 2016, City Council of the City of Newburgh ratified a Memorandum of Agreement (“MOA”) and authorized the City Manager to incorporate the terms of the MOA in to a complete collective bargaining agreement between the City of Newburgh and Local 589 International Association of Fire Fighters (“Local 589”) for the term January 1, 2015 through December 31, 2017; and

WHEREAS, after the execution of the new collective bargaining agreement, the parties identified an error in Article XVI(H) (Vacations) in which the first paragraph should have been deleted as part of the contract clean-up process but was inadvertently retained; and

WHEREAS, the parties have agreed to enter a Memorandum of Agreement to document their understanding that the paragraph should be deleted from the Collective Bargaining Agreement between the City of Newburgh and the Local 589 for the term January 1, 2015 through December 31, 2017; the same being in the best interests of the City of Newburgh and the administration of the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Memorandum of Agreement as it applies to Article XVI(H) of the Collective Bargaining Agreement between the City of Newburgh and the Local 589 International Association of Fire Fighters for the term January 1, 2015 through December 31, 2017 are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to execute the attached Memorandum of Agreement with Local 589 International Association of Fire Fighters.

AGREEMENT made and entered into this ___ day of June 2016 by and between the City of Newburgh and Local 589, IAFF, AFL-CIO ("the Union").

WHEREAS, following the preparation and approval of the 2015-2017 collective negotiations agreement, the parties realized that there was an error in Article XVI(H) (Vacations) pursuant to which a paragraph that should have been deleted as part of the contract cleanup process had, instead, been inadvertently retained; and

WHEREAS, the parties have agreed to enter into an agreement memorializing their understanding regarding that paragraph.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate and agree as follows:

1. In CBA Article XVI(H), the first unnumbered paragraph is hereby deleted, retroactive to January 1, 2015.
2. The CBA will otherwise remain in full force and effect and unchanged except as set forth in "1."
3. This Agreement constitutes the entirety of the agreement between the parties regarding its subject matter. There are no other agreements, oral or otherwise.

FOR THE CITY:

FOR LOCAL 589:

Dated _____

Dated _____

- a. navy blue trousers or shorts (initial set, then as needed)
- b. shirts (long or short sleeve) with epaulets and polo shirts (initial set, then as needed)
- c. black belt (as needed)
- d. black low quarter safety shoes or boots approved by the Fire Chief (as needed)
- e. black socks (this item to be maintained by the employee) (initial set, then as needed)
- f. navy blue work jacket (initial item, then as needed)
- g. Fire Dept. patches (as required for uniforms)
- h. navy blue sweatshirt (initial set, then as needed)
- i. navy blue T-shirts (initial set, then as needed)

I. Summer Uniform: (Date: April 1st to October 31st) and shall consist of:

- a. navy blue shorts or pants with black belt (initial set, then as needed)
- b. navy blue polo shirt (initial set, then as needed)
- c. low quarter safety shoes or boots approved by the Fire Chief with black socks (initial set, then as needed)
- d. Assistant Chiefs may wear white polo shirts (initial set, then as needed)

ARTICLE XVI – VACATIONS

A. Newly hired employees shall receive, upon the completion of one year of service, 14 consecutive days of vacation per year until the completion of the third year of service. At the time of annual vacation picks in December, a new hire (i.e., an employee with less than one year of service) shall be allowed to pick vacation slots available for the following year before the completion of one year of service. If the available vacation slot conflicts with the City's scheduling of the required New York State mandated training, the employee will reschedule the vacation to another available vacation slot. The rescheduling of vacation by a new hire shall not be grievable pursuant to Article XXI (Grievance Procedure). In the event that the new hire has taken vacation time off prior to completion of one year of service and does not complete the year of service, the employee shall be obligated to repay to the City any used vacation time.

B. Employees having completed three years of service in the employ of the Fire Department shall receive 21 consecutive days of vacation.

C. Employees having completed six-years of service shall receive 28 consecutive days of vacation.

D. Employees having completed 12 years of service shall receive 35 consecutive days of vacation.

E. Employees having completed 18 years of service shall receive 42 consecutive

days of vacation.

F. Vacations shall start the first week of January and shall run consecutively in 21 day cycles for 12 months. Choice of the vacation schedule shall be selected by employees on the basis of seniority as established in Article III herein. Employees shall first select their 21 day vacation periods before the additional seven day list is selected.

G. The vacation schedule shall be posted during November of each year with the seniority list provided in Article III. Each employee shall thereafter be prepared to select vacation, and in the event of the employee's failure to do so, the employee shall be passed to the next following employee on the seniority list, with the employee's name being placed last upon the list.

H. In an effort to provide for a fair and equitable distribution of vacation time during those periods of highest demand, there shall be established and maintained a ratio of Officers and Firefighters within each vacation period of one Assistant Chief slot, two Officers slots and four Firefighters slots. The said ratio may be waived to fill openings that may exist in the vacation schedule. Employees who are assigned to staff positions will not pick in these vacation slots.

In an effort to provide for a fair and equitable distribution of vacation time during those periods of highest demand, there shall be established and maintained a ratio of Officers and Firefighters within each vacation period of two Officers (Assistant Chief or Captain or Lieutenant) slots and three Firefighters slots. Employees who are assigned to staff positions will not pick in these vacation slots. In the event that all slots are filled for Officers or Firefighters and it is necessary to make available additional slots, an additional slot(s) may be added by the Fire Chief at his/her discretion.

I. For employees who are not working shifts, the use of vacation time off shall be at the discretion of the Fire Chief.

J. Vacations shall be scheduled to start at the most convenient time for the City, with full consideration to the greatest possible benefit of the employees.

K. Employees must schedule all vacation time for the next calendar year on the first Thursday in December ("vacation pick day"). Off-duty employees who report for vacation pick day shall be paid straight time at the straight time hourly pay rate, except to the extent the FLSA otherwise requires, in which event the FLSA shall apply. Time spent by otherwise off-duty employees on vacation pick day selecting vacations and going through inspections (e.g., uniforms, ID's; etc.) shall be paid at the straight time hourly pay rate.

L. To determine years of service eligibility for additional vacation days, all dates of appointment shall be deemed effective from January 1 of the year in which the employee's service was commenced.

RESOLUTION NO.: 190 - 2016

OF

JULY 11, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 113 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 8) AND
115 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 7) AT PRIVATE SALE
TO ZION NEWBURGH COMMUNITY DEVELOPMENT CORPORATION
FOR THE AMOUNT OF \$100.00

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

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

WHEREAS, the City of Newburgh desires to sell 113 Washington Street and 115 Washington Street, being more accurately described as Section 39, Block 3, Lots 8 and 7, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, Zion Newburgh Community Development Corporation have offered to purchase the property at private sale for the purpose of constructing a mixed-use building that will consist of a community space and residential units; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before October 14, 2016, being ninety (90) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
113 Washington Street	39 - 3 - 8	Zion Newburgh Community	\$100.00
115 Washington Street	39 - 3 - 7	Development Corporation	

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

Terms and Conditions Sale

113 Washington Street, City of Newburgh (39-3-8)

115 Washington Street, City of Newburgh (39-3-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to obtain a building permit for the redevelopment of the property and obtain a Certificate of Occupancy for all buildings constructed on the property within thirty-six (36) months of the date of the deed. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the thirty-six (36) month period. If the purchaser has not complied with the deed provisions regarding redevelopment of the property and obtained a Certificate of Occupancy by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy is issued. A written request made to the City Manager for an extension of the thirty-six (36) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or

other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 14, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

Kelson, Michelle

From: Kelson, Michelle
Sent: Friday, July 08, 2016 8:22 AM
To: 'juliuswallsjr'
Subject: RE: Resolution

I can revise the paragraph to state "construct a mixed use building that will consist of community space and residential units", which will give you more flexibility in designing your project.

Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550
Phone: (845) 569-7335
Fax: (845) 569-7338
mkelson@cityofnewburgh-ny.gov

From: juliuswallsjr [mailto:juliuswallsjr@gmail.com]
Sent: Thursday, July 07, 2016 10:07 PM
To: Kelson, Michelle
Subject: Resolution

Michelle

The resolution states we will construct a three story building. This doesn't limit us to that, correct? We can build whatever is allowed by right, correct?

Julius Walls Jr

I am doing my best to have a positive impact on my family and community.



Land Development Advisors, LLC

1767 Central Avenue #161, Yonkers, NY 10710 * 914-882-1627

Julius Walls, Jr., Principal

RESOLUTION NO.: 191 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH THE NEWBURGH ARMORY UNITY CENTER, INC.
TO ALLOW FOR PARKING IN THE CITY-OWNED PARKING LOT
LOCATED IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh and the Newburgh Armory Unity Center, Inc. ("NAUC") are parties to a Management Agreement providing for the management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory and the NAUC have had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the City is the owner of a parking lot located within the Delano-Hitch Recreation Park which has a large number of available parking spaces to accommodate the parking needs of the NAUC events; and

WHEREAS, by Resolution No. 262-2015 of October 13, 2015, the City Council authorized a License Agreement with the NAUC to allow for parking on the City-owned parking lot within the Delano-Hitch Recreation Park for an event taking place on October 18, 2015 and to share the parking revenue with the City; and

WHEREAS, the NAUC has expressed an interest to enter into a License Agreement for the exclusive use of the parking lot within the Delano-Hitch Recreation Park for events scheduled for the remainder of 2016; and

WHEREAS, this Council has determined that entering into such License Agreement to be in the best interests of the City of Newburgh to enter into such;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a License Agreement, in substantially the same form as attached hereto with other provisions as Corporation Counsel may require, with the Armory Unity Center, LLC to allow for parking on the City-owned parking lot within the Delano-Hitch Recreation Park for events to take place in 2016.

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2016, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City"); and

NEWBURGH ARMORY UNITY CENTER INC, a New York not-for-profit corporation with offices at 321 South William Street, Newburgh, New York 12550 ("NAUC").

WHEREAS, the City is the owner of a municipal parking lot located at the Delano-Hitch Recreation Park, 401 Washington Street in the City of Newburgh; and

WHEREAS, the NAUC wishes to secure off street parking for a large event scheduled in 2016;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Parking Lot located at 401 Washington Street within the Delano-Hitch Recreation Park and that it has duly authorized this Parking License Agreement. The City hereby grants NAUC a revocable license for the parking of vehicles for the attendees of the events scheduled for 2016 and identified on the event list annexed hereto as Schedule "A".

Section 2. Use of Parking Spaces. The parking spaces may be used only by vehicles of the attendees of the events listed on Schedule "A" and may not be sold or assigned to any other persons or entities.

Section 3. License Fee. NAUC shall charge Ten (\$10.00) Dollars per vehicle for parking within the lot. NAUC shall pay to the City, as and for a fee for the use of the designated parking lot during the period of this agreement, Fifty (50%) Percent of the gross take of parking fees for the event. Payment of such fee shall be paid by NAUC to the City within ten (10) days of the conclusion of the event.

Section 4. No Duty of Special Care. The City, by granting this License, makes no representation and assumes no duty of special care for the event attendees and their vehicles parked in the Parking Lot.

Section 5. Defense and Indemnity. NAUC shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the use of the Parking Lot under this Parking License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The Agreement shall commence on July 1, 2016 and expire on December 31, 2016.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. Either party may terminate this agreement by giving Five (5) days written notice to the other at the address specified in this agreement

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: -2016 of July 11, 2016.

CITY OF NEWBURGH

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

NEWBURGH ARMORY UNITY CENTER, INC.

By: _____
William Kaplan, Chairman

Approved as to Form:

Approved as to Form:

Kathryn Mack, Acting City Comptroller

Michelle Kelson, Corporation Counsel

SCHEDULE "A"

List of dates that the Newburgh Armory Unity Center, Inc. is requesting to use the parking lot located within the Delano-Hitch Recreation Park:

- July 10, 2016
- September 10, 2016

OF

OCTOBER 13, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH THE NEWBURGH ARMORY UNITY CENTER, INC.
TO ALLOW FOR PARKING IN CITY-OWNED PARKING LOT
LOCATED IN THE DELANO-HITCH RECREATION PARK

WHEREAS, the City of Newburgh and the Newburgh Armory Unity Center, Inc. ("NAUC") are parties to a Management Agreement providing for the management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory and the NAUC have had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the NAUC is hosting a rodeo event on October 18, 2015 and expects a large number of attendees for the event in an area with limited available parking; and

WHEREAS, the City is the owner of a parking lot located within the Delano-Hitch Recreation Park which has a large number of available parking spaces to accommodate the parking needs of the event; and

WHEREAS, the NAUC has expressed an interest to enter into a License Agreement for the exclusive use of said parking lot for the event and proposed to charge a fee of Ten (\$10.00) Dollars per car during the event and share the revenue with the City; and

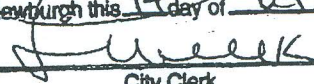
WHEREAS, a copy of such License Agreement is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has examined such License Agreement and determined it to be in the best interests of the City of Newburgh to enter into such;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a License Agreement, in substantially the same form as attached hereto with other provisions as Corporation Counsel may require, with the Armory Unity Center, LLC to allow for parking on the City-owned parking lot within the Delano-Hitch Recreation Park for an event to take place on October 18, 2015.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 10/13/15
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of Oct, 20 15


City Clerk

RICHARD A. FIORE, II, LL.M.

ATTORNEY & COUNSELOR AT LAW

405 BLOOMING GROVE TPKE.

P.O. BOX 4292

NEW WINDSOR, NY 12553

RFioreII@fiore-offices.com

TELEPHONE: (845) 562-4451

FACSIMILE: (845) 561-2145

June 14, 2016

Sent Via Certified Mail
Sent Via First Class Mail

Michelle Kelson, Esq.
Corporation Counsel
City of Newburgh
City Hall, Second Floor
83 Broadway
Newburgh, NY 12550



Re: Notice of Public Nuisance:
Newburgh Armory Unity Center / Rodeo Tierra Caliente

Ms. Kelson:

Please be advised that I represent a contingent of home owners and residents in the City of Newburgh and Town of New Windsor vicinity. Upon the request of my clients, I wish to inform you over their ongoing problems with the usage of the Newburgh Armory on South William Street by persons believed to be the Rodeo Tierra Caliente or other tenants/guests/invitees.

As per my clients, the Rodeo has events at the Armory for most of the day and into evenings on most Sundays during warmer months. All last year and already beginning this season, persons conducting the Rodeo use amplified sound equipment that is turned up to such unreasonably loud levels that it can be heard from miles away – and is heard almost all day long. As per my clients, the incessant screaming into the loudspeakers is so loud and pervasive that an ordinary conversation in one's own back yard has become impossible – again, at locations several miles away. It seems clear that the sound amplification is well beyond any reasonable or legal decibel level.

Scores of complaints have been continuously made to the police, yet this nuisance persists unabated nearly every Sunday. It appears the persons conducting the Rodeo go on without any reprimand or repercussions.

My clients ask that the City of Newburgh immediately force its tenants, clients, and guests to comply with legal decibel limits. Should the Armory fail to enforce such policies, my clients fully intend to pursue every available legal avenue.

While the Armory may do many wonderful things for the community, surely its staff must consider the needs and rights of *all* members of the local community, especially its neighbors' rights to the peaceful use and enjoyment of their own properties.

As an aside, considering the City of Newburgh's focus on quality of life issues as aggressively pursued against private landowners, it is somewhat disturbing to see what the City permits on its own properties.

Should you have any questions, please don't hesitate to contact my office. I thank you in advance for the City's prompt attention to the matter.

Yours,

A handwritten signature in black ink, appearing to read 'Richard A. Fiore, II'. The signature is stylized with a large, sweeping 'R' and a long horizontal line extending to the right.

Richard A. Fiore, II

CC: Michael Blythe, Esq.
Town of New Windsor
Attorney's Office
555 Union Avenue
New Windsor, NY 12553

Mr. Michael Ciaravino
City Manager
City Hall
83 Broadway
Newburgh, NY 12550

Ms. Judy Kennedy
Mayor
City Hall, Second Floor
83 Broadway
Newburgh, NY 12550

Mr. George A. Green
Supervisor
Office of the Supervisor
555 Union Avenue
New Windsor, NY 12553

Mr. Robert Pagliaro
Assistant to the Chairman of the Board
Newburgh Armory Unity Center
321 South William Street
Newburgh, New York 12550

RESOLUTION NO.: 192 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE NEWBURGH ARMORY UNITY CENTER, INC.
TO UNDERTAKE THE CONSTRUCTION OF A STORAGE SHED
AT THE ARMORY LOCATED A 321 SOUTH WILLIAM STREET**

WHEREAS, by Resolution No. 146-2011 of July 11, 2011, the City Council of the City of Newburgh determined that the Newburgh Armory Unity Center, Inc. ("NAUC") was the most capable entity to provide management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh and authorized the City Manager to execute a Management Agreement with the NAUC; and

WHEREAS, the Management Agreement authorizes the NAUC to make alterations or improvements to the Armory which do not exceed Ten Thousand (\$10,000) Dollars in costs; and

WHEREAS, the NAUC proposes to construct a 30 x 60 storage shed to be used to store effectively and securely items related to the soccer program and grounds maintenance when not in use for the estimated cost of \$48,000.00, which exceeds the NAUC threshold for undertaking improvement projects without the authorization of the City of Newburgh; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory has had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the City wishes to ensure the continued success of the Newburgh Armory for future generations by supporting and authorizing the NAUC's storage shed construction project at no cost to the City; the same being in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Newburgh Armory Unity Center, Inc. be and hereby is authorized to undertake the construction of a 30 x 60 storage shed a the Armory located at 321 South William Street; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute all such further documentation and take such further actions as may be appropriate and necessary for the successful completion of the storage shed construction project Newburgh Armory Unity Center, Inc.

8 to Naomi
for Discussion
Item 7/5/16

321 S William Street
Newburgh, New York 12550

July 5, 2016

Mr. Michael G. Ciaravino
Newburgh City Manager
83 Broadway
Newburgh, NY 12550

Dear Mr. Ciaravino,

Re: Application for Building Permit

I am writing in order to formally request that a building permit application be considered by yourself and the City of Newburgh Council during the next City Council Meeting on July 11, 2016. The proposed structure would be a 30 x 60 storage shed, which would be used to keep a variety of materials related to the facility's soccer field and grounds maintenance.

This project has been estimated to cost \$48,000. Therefore, being that this project is over \$10,000, the Newburgh Armory Unity Center is requesting that this project be considered by the City Manager and City of Newburgh Council as soon as possible.

The Newburgh Armory Unity Center is a place where community members of all ages may come together for educational, athletic and civic opportunities, in order to engage with others and advance our community.

This structure will allow the Newburgh Armory Unity Center to effectively store necessary items for the usage parts of the facility, as well as maintain the grounds. As I am sure you are aware, the funds obtained through the rental facilities at NAUC will go directly towards educational programs for youth and families in the city of Newburgh. The items to be stored need to be protected from the winter elements. Therefore, it is requested that this application be considered at your earliest convenience. Thank you for your time and consideration.

Sincerely,

Robert Pagliaro
Assistant to the Chairman of the Board
Newburgh Armory Unity Center
321 S William Street, Newburgh, New York 12550
rpagliaro@newburgharmory.org

BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

123 Grand Street

Phone: 569-7400

PERMIT NUMBER _____

DATE SUBMITTED: _____

DATE OF ISSUE: _____

INSTRUCTIONS:

This application must be completely filled in by typewriter or printed in ink and submitted to the building inspector's office.

A plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, the existing or proposed connections to city water and sewer mains, provisions for handling storm water run off and giving detailed description of layout of property must be on the diagram which is a part of this application, or be drawn as a separate item and submitted with this application.

This application must be submitted with two (2) sets of plans showing proposed construction and two (2) complete sets of specifications. New York State law, under Section 7307 of the New York State Education Law, requires that the new buildings or alterations costing \$10,000.00 or more or changes that affect the structural safety of a building must be stamped and signed by a New York State licensed professional engineer or architect. Plans and specifications shall describe the nature and scope of work to be performed, the materials and equipment to be used and details of structural, mechanical, electrical and plumbing installations.

The work covered by this application may not commence until the issuance of a building permit.

Upon approval of this application, the building inspector will issue a building permit to the applicant together with approved duplicate set of plans and specifications. Such permit and plans and specifications shall be kept on the premises available for inspection throughout the progress of the work.

No building shall be occupied or used in whole or in part for any purpose whatsoever until an application is made for and a certificate of occupancy shall have been granted by the building inspector.

LOCATION OF PROPERTY: 321 South William Street
(GIVE STREET NUMBER AND NAME OR NAME AND DISTANCE FROM NEAREST CROSS STREET)

ZONE: _____ SECTION: 43 BLOCK: 1 LOT: 13

OWNER'S NAME: City of Newburgh - Neibagh Armory Unity Center

OWNER'S ADDRESS: 321 South William Street

OWNER'S PHONE NO.: 845-527-5483

CONTACT PERSON: Robert Pagliaro, Assistant to the Chairman of the Board.

BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

1. State use and occupancy of premises and intended use and occupancy
- a. Existing use and occupancy: Storage
- b. Intended use and occupancy: Storage
2. Nature of work to be performed: (Check which is applicable)
- New Building ☒ Addition ☒ Alteration ☐
- Repair ☐ Demolition: ☐ Other: ☐
3. If a residential dwelling:
- Number of existing dwelling units: N/A
- Number of proposed dwelling units: N/A
- ★ 4. If business, Commercial or Mixed Occupancy, specify nature and extent of each type of use:
- _____
5. Total square footage of existing building: _____
- Total square footage of proposed building: 30 x 60 = 1,800
6. Size of lot: 12.1
7. Does proposed construction violate any zoning law or ordinance:
- NO ☒ YES ☐
- If YES, give appeal number that granted variance: _____
8. Name of Compensation Insurance Carrier: Lu Vollo, Philadelphia
- Policy No.: PHPK1470370 Expiration Date: 3/16/17
9. Name of Engineer or Architect: Chris Hawkins
- Address: 321 S. William Street Newburgh
- Phone: 845-926-7024
10. Name of Contractor: Newburgh Army Unity Center
- Address: 321 South William Street
- Phone: 845-245-4035

BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

11. Name of Electrician: J.B. EW
Permit No.: _____ Phone No.: 845-783-3500
12. Name of Plumber: U.A. Local #373
Permit No.: _____ Phone No.: 845-534-1050
13. What type of heat in building; will heating plants be located on each floor or will there be a central heating plant:
N/A

★ PROVIDE A BRIEF DESCRIPTION OF THE WORK THAT IS GOING TO BE PERFORMED:

30 x 60 Storage Shed

Estimated Cost 48,000

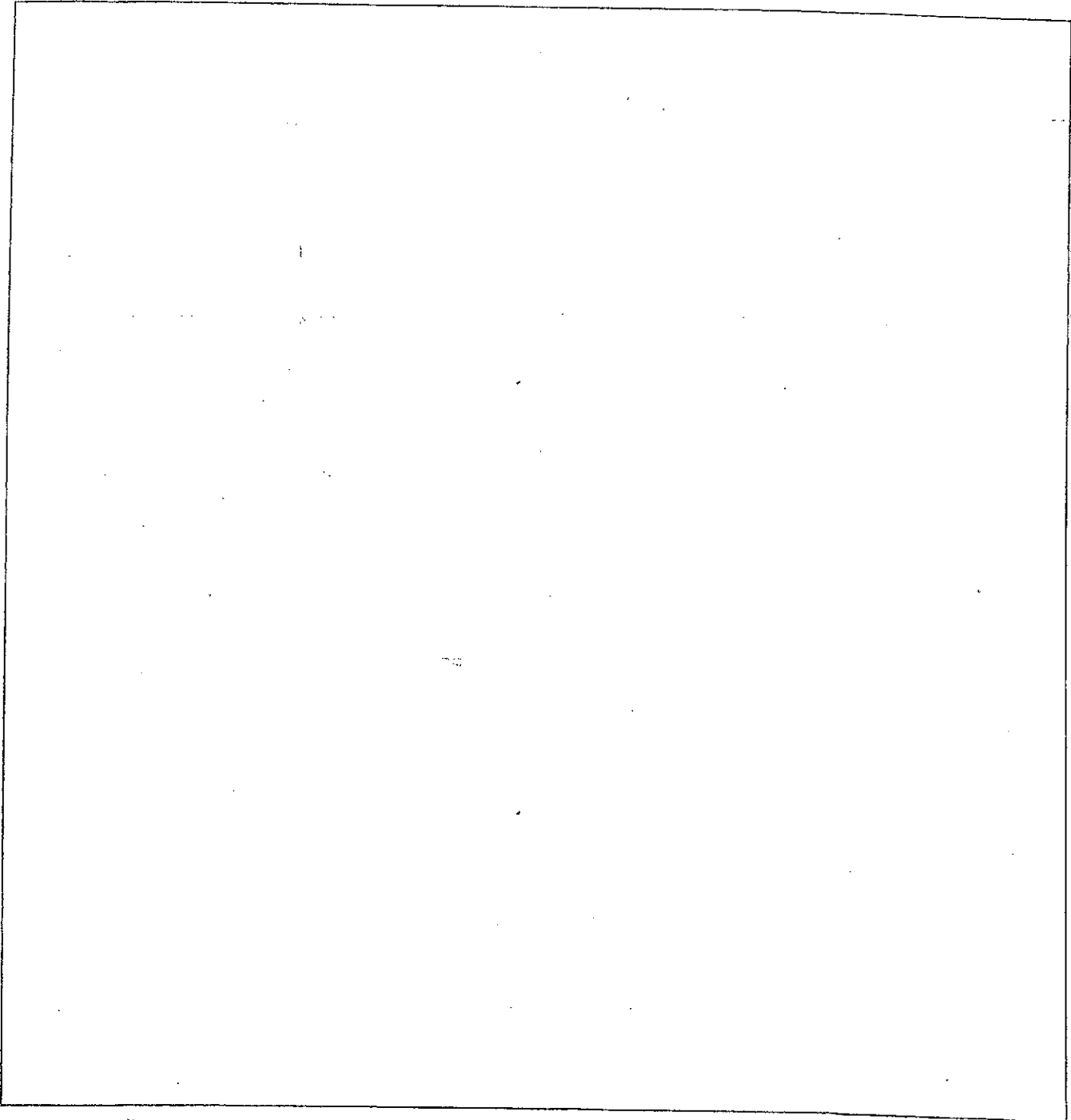
DUMPSTER PERMIT NO.: _____

ESTIMATED COST: 48,000

STARTING DATE: _____

ESTIMATED COMPLETION DATE: _____

ALL APPLICATIONS SHALL INCLUDE A PLOT PLAN THAT IS DRAWN TO SCALE, SHOWING THE LOCATION AND SIZE OF ALL PROPOSED NEW CONSTRUCTION, ALL EXISTING STRUCTURES IN THE SITE, THE EXISTING OR PROPOSED CONNECTIONS TO THE CITY WATER OR SEWER MAINS, PROVISIONS FOR THE HANDLING OF STORM WATER RUN OFF, DISTANCES FROM LOT LINES, THE RELATIONSHIP OF STRUCTURES AND ADJOINING PROPERTY, WIDTHS AND GRADES OF ADJOINING STREETS, WALKS AND ALLEYS.



BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

**** NOTICE ****

FOR THE FIRST TIME CONNECTION INTO CITY SEWER SYSTEM

CONNECTIONS TO CITY SEWER SYSTEM:

NOTE: THE HEALTH DEPARTMENT REQUIRES A SPACE OF LEAST TEN (10) FEET BETWEEN WATER AND SEWER SERVICE

TAPPING SEWER MAIN:

THE OWNER OR HIS CONTRACTOR SHALL MAKE A COMPLETE INSTALLATION FOR SEWER SERVICE. ALL WORK SHALL BE UNDER THE DIRECTION AND SUPERVISION OF THE DEPARTMENT OF PUBLIC WORKS.

STREET OPENING FOR SEWER CONNECTIONS:

A STREET OPENING PERMIT MUST BE OBTAINED BEFORE EXCAVATING IN THE CITY'S RIGHT OF WAY FOR THE PURPOSE OF MAKING A CONNECTION INTO THE CITY SEWER OR WATER MAIN. THIS PERMIT MUST BE OBTAINED BEFORE BUILDING PERMIT CAN BE ISSUED.

INSTALLTION AND MAINTENANCE COSTS:

ALL COSTS INCIDENTAL TO THE INSTALLATION AND CONNECTION OF THE BUILDING SEWER AS WELL AS MAINTENANCE AND REPAIR OR REPLACEMENT OF THE BUILDING SEWER LATERAL SHALL BE BORNE BY THE OWNER.

INDUSTRIAL USERS:

ALL INDUSTRIAL USERS PROPOSING TO CONNECT INTO THE CITY SEWER SYSTEM MUST COMPLETE AND INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION, WHICH IS OBTAINABLE FROM THE CITY ENGINEER'S OFFICE.

FEES:

RESIDENTIAL OR COMMERCIAL CONNECTIONS	\$40.00
INDUSTRIAL CONNECTIONS	\$60.00
OTHER REQUIRED PERMITS	

TYPE:	WHERE OBTAINED	REQUIRED (Y/N)	DONE (Y/N)
ZONING VARIANCE	BLDG. INSP.	<u>N</u>	<u> </u>
SPECIAL USE PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
PLANNING BOARD REVIEW	BLDG. INSP.	<u>N</u>	<u> </u>
CONST. TRAILER PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
BLASTING PERMIT	FIRE DEPT.	<u>N</u>	<u> </u>
STREET OPENING PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
INSTALL GAS TANK	FIRE DEPT.	<u>N</u>	<u> </u>
ELECTRIC PERMIT	ELECTRICIAN (LIC)	<u>N</u>	<u> </u>
PLUMBING PERMIT	PLUMBER (LIC)	<u>N</u>	<u> </u>
SIGN PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
SCAFFOLD PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
SIDEWALK PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
CURB CUT PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
CRANE PERMIT	BLDG. INSP.	<u>N</u>	<u> </u>
DEMOLITION	BLDG. INSP.	<u>N</u>	<u> </u>
HISTORIC REVIEW	BLDG. INSP.	<u>N</u>	<u> </u>
OIL BURNER	BLDG. INSP.	<u>N</u>	<u> </u>

Application is hereby made to the Building Inspector of the City of Newburgh for the issuance of a Building Permit pursuant to the New York State Uniform Fire Prevention and Building Construction Code for the construction of buildings, additions or alterations, or the removal or demolition, as herein described. The applicant agrees to comply with all applicable laws, ordinances and regulations. Applicant further agrees that the City of Newburgh Building Inspector or his designee will be permitted to perform periodic inspections of this property to ensure that the work is being performed according to these codes, ordinances and regulations. It is understood by the applicant that if work is not performed according to codes, ordinances and regulations, any permit that has been issued by the Building Inspector may be withdrawn and an order to stop work will be issued.

★

Robert Pagliaro
(Signature of Applicant)

COMPLETE THIS SECTION ONLY IF APPLICANT IS OTHER THAN OWNER

Robert Pagliaro swears and say that he/she is the applicant signed above. He/she is the Agent ✓ Corporate Officer _____ Contractor _____ of said owner or owners and is duly authorized to perform said work and to make and file this application; That all statements contained in the application are true to the best of his/her knowledge and belief; that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith.



Robert Pagliaro
(Signature of Applicant)

226 Oak Street Nat Under NY
(Address of applicant)

(Address of applicant)

845-527-5483
(Telephone number of applicant)

Subscribed and sworn to before

me on 5/29/16, 20 16

Tina L Murphy
(Notary Public)

ABOVE STATEMENT MUST BE SIGNED AND NOTARIZED PRIOR TO SUBMITTING APPLICATION

BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

OFFICE USE ONLY

PLANS REVIEWED BY: _____

DATE: _____

SPECIFICATIONS REVIEWED BY: _____

DATE: _____

APPLICATION APPROVED BY: _____

DATE: _____

RECEIPT NUMBER: _____

CENSUS CODE NO.: _____

FEES:

BUILDING PERMIT _____

BLASTING PERMIT _____

SEWER CONNECTION _____

SIGN (S) PERMIT _____

SCAFFOLD PERMIT _____

SIDEWALK PERMIT _____

CURB CUT PERMIT _____

CRANE PERMIT _____

DEMOLITION PERMIT _____

TOTAL: _____

BUILDING INSPECTOR'S OFFICE
CITY OF NEWBURGH

123 GRAND STREET
NEWBURGH, NEW YORK 12550

PHONE: 569-7400
FAX: 569-0096

BUILDING PERMIT APPLICATION CHECK LIST

1. _____ TYPE OF MATERIALS TO BE USED
2. _____ MEASUREMENTS
3. _____ RAILINGS (DIMENSIONS)
4. _____ FOOTINGS (DEPTH AND DIMENSIONS)
5. _____ SUPPORT BEAMS
6. _____ TYPE OF DECKING
7. _____ FRAMING, SIZE, AND SPACING BETWEEN
8. _____ STAIRS (HOW MANY), DIMENSIONS OF RISERS, TREAD, WIDTH
9. _____ EXTERIOR WALLS, TYPE OF SHEATHING
10. _____ TYPE OF INSULATION AND R-VALUE
11. _____ ROOF RAFTERS, SIZE AND SPACING BETWEEN
12. _____ FLOOR JOIST, SIZE AND SPACING BETWEEN
13. _____ FLOOR PLAN SHOWING WALLS, DOORS, WINDOWS

Form CE-200 (12/08)

Effective December 1, 2008, please use the following revised Form CE-200 as part of the enforcement of Section 57 and Section 220 of the New York State Workers' Compensation Law and Section 125 of the General Municipal Law (Form CE-200 replaces the old forms WC/DB-100, WC/DB-101 and C-105.21.):

Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage

This certificate can ONLY be used to attest to a government entity that the applicant requesting a permit, license or contract from that government entity is not required to carry New York State specific workers' compensation and/or disability benefits insurance.

IMPORTANT: *These certificates cannot be used to waive the workers' compensation rights or obligations of any party.* The applicant may **NOT** use this certificate to show either another business or that business's insurance carrier that such insurance is not required.

If appropriate, the applicant requesting a permit, license or contract from a government entity must complete Form CE-200, print a copy of it and give it to the government entity issuing the permit, license or contract.

The Board may investigate entities using this certificate to claim exemption from the coverage requirements of the Law. Any false statement, misrepresentation or concealment will subject business owners to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws.

Form CE-200 reflects a totally new process for granting exemptions from workers' compensation and disability benefits insurance coverage requirements. Historically, the WC/DB-100 exemption forms were: 1) valid for multiple permits, licenses or contracts for which the applicant applied, 2) had to be notarized, and 3) had to be stamped by the New York State Workers' Compensation Board.

Effective December 1, 2008, this process radically changes. Exemptions will no longer be valid for multiple permits, licenses or contracts for which the applicant applied. Further, exemptions no longer have to be notarized; nor do they have to be stamped by the NYS Workers' Compensation Board. (Please note that government agencies may continue to use insurance and Self-Insurance certificates for multiple permits, licenses or contracts issued to a specific legal entity during the coverage period listed on insurance/self-insurance related certificates).

Starting December 1, 2008, ONLY applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant. Applicants for building permits will also need to supply additional information including identifying the specific job location and the estimated cost of the project.

Please ensure that the legal entity name on Form CE-200 exactly matches the legal entity name applying for the permit, license or contract that you are issuing. Please also ensure that Form CE-200 is signed and dated by the applicant.

Each CE-200 will have a certificate number printed on it. You can verify if the CE-200 provided to you by the applicant was actually issued by the Workers' Compensation Board by checking on the Board's website at www.wcb.state.ny.us.

The applicant is attesting under penalty of perjury that the information contained in the CE-200 is accurate – the Board does not initially verify this information. However, Board staff may investigate applicants filing Form CE-200.

Accordingly, please also verify that the business is eligible for the workers' compensation and/or disability benefits exemption reason described on the CE-200 and notify the Board's investigative staff if there are discrepancies (Board Enforcement Unit phone numbers are listed on page 11 of the instruction manual). For example, if you are licensing a 150 seat restaurant and the applicant indicates on the CE-200 exemption form that he/she is a sole proprietor with no employees, this may indicate a problem.

To make this process as easy and as efficient as possible for business owners, the vast majority of these forms will be processed electronically on-line. Applicants having access to the internet will be able to fill out the CE-200 on the internet and immediately upon completion, be able to print out a hard copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. Computers with internet access will also be available for CE-200 electronic application processing at Customer Service Centers located in Workers' Compensation Board District Offices.

Filling out the electronic Form CE-200 on the internet is very similar to filling out a hotel reservation request on the internet for frequent travelers. Applicants will be issued a pin number and a password so that they can easily access their information. Once an applicant enters his/her basic information on the Board's website, it can be retrieved by that applicant in the future by using that pin number and password when the applicant is applying for another permit, license or contract.

Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract. This delay results from Workers' Compensation Board staff having to manually enter information from the applicant's paper application into the web based application. Accordingly, to avoid delays, all applicants for exemptions are strongly encouraged to use the on-line Form CE-200 on the Board's website, www.wcb.state.ny.us, under the heading "Forms."



Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address): JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 518-411-1111 Federal ID Number: XXXXX6789	Business Applying For: BUILDING PERMIT From: CITY OF ALBANY, DEPT OF BUILDING AND CODES The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203. Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009. The estimated dollar amount of project is \$25,001 - \$50,000
Workers' Compensation Exemption Statement: The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE for the following reason: The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.	
Disability Benefits Exemption Statement: The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE for the following reason: The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person limited liability corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)	
I, JOHN SMITH , am the Sole Proprietor with the above named legal entity. I affirm that due to my position with the above named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.	
SIGN HERE	Signature:
Date:	
Exemption Certificate Number: 2008-00197	
Received October 2, 2008 NYS Workers' Compensation Board	

CE-200 (Draft 06/07/05)

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- ☐ I am performing all the work for which the building permit was issued.
- ☐ I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- ☐ I have a homeowner's insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ♦ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a WC/DB-100 exemption form; OR
- ♦ have the general contractor, performing the work on the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:

Sworn to before me this _____ day of _____, _____ (County Clerk or Notary Public)
--

Once notarized, this Form BP-1 serves as an exemption for both workers' compensation and disability benefits insurance coverage.

**CITY OF NEWBURGH
BUILDING INSPECTOR'S OFFICE**

123 Grand Street
Newburgh, NY 12550

Phone: 845-569-7400
Fax: 845-569-0096

TO ALL GENERAL CONTRACTORS WITH WORKERS COMPENSATION INSURANCE

For businesses listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers Compensation Law is on one of the following forms that indicate that they are:

- Insured (C1052)
- Disability (DB120.1)
- Accord Insurance Form is no longer accepted
- Self Insured (S1-12)

Under the mandatory coverage provisions of the WCL, any residence that is not a 1,2,3 or 4 family, owner occupied residence is considered a business (income or potential income property) and must prove compliance by filling out one of the above forms.

AS OF DECEMBER 1ST, 2008, PROCEDURES FOR EXEMPTION FROM WORKMANS COMPENSATION WILL BE AS FOLLOWS:

- **NEW FORM (CE-200)**

This form will **ONLY** be available online. The applicant is to fill out the CE-200 online and upon completion, print out a copy so that you can submit to the municipality with the building application. Applicants without access to a computer may obtain a paper application by writing or visiting any Workers Compensation Board district office. (www.wcb.state.ny.us under the heading "Forms")

If you have any further questions, please contact:

Workers Compensation Office
41 North Division Street
Peekskill, New York 10566
(914) 788-5775

LAWS OF NEW YORK, 1998
CHAPTER 439

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- ♦ insured (C-105.2 or U-26.3),
- ♦ a Board-approved self-insured employer (SI-12), or
- ♦ are exempt (WC/DB-100),

under the mandatory coverage provisions of the WCL. Any residence that is not a 1, 2, 3 or 4 Family, Owner-occupied Residence is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a 1, 2, 3 or 4 Family, Owner-occupied Residence, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file Form BP-1.

- ♦ Form BP-1 shall be filed if the homeowner of a 1, 2, 3 or 4 Family, Owner-occupied Residence is listed as the general contractor on the building permit, and the homeowner:
 - ◊ is performing all the work for which the building permit was issued him/herself,
 - ◊ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ◊ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ♦ If the homeowner of a 1, 2, 3 or 4 Family, Owner-occupied Residence is hiring or paying individuals a total of 40 hours or MORE in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" Form BP-1, but shall either:
 - ◊ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (Form C-105.2 or Form U-26.3), OR
 - ◊ have the general contractor, performing the work on the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit, provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

NON-RESIDENTIAL SEWER SERVICE QUESTIONNAIRE

City of Newburgh, New York

This Questionnaire is used to screen new sewer users and to identify new businesses that may have a significant impact on the Newburgh Wastewater Treatment Plant. The City has specific discharge limits regulating industrial discharges and the use of grease and sediment traps. This Questionnaire is reviewed by the Industrial Pretreatment Department and those businesses with special limitations will be contacted directly. It is important that this Questionnaire be made in the name of the business that occupies the facility with the name and address of the owner/operator of the business as well as the address of the facility. If there are any questions concerning the City's Sewer Use Ordinances or the completion of this questionnaire please contact the Newburgh Industrial Pretreatment Coordinator at 914-565-6182.

Part I. Facility Occupant Information: (Print or Type)

BUSINESS	OWNER
Name:	Company Name:
Manager:	Contact Name:
Phone:	Phone:
Address:	Address:

Part II. Business Description:

Briefly describe the planned activities to be conducted at this facility (ex: restaurant, trailer manufacturing, medical lab, etc.)

Part III. Wastestream Characteristics:

ANSWER THE FOLLOWING QUESTION WITH A "YES" OR "NO" or AN APPROPRIATE NUMBER AS REQUIRED.	
1. Will wastewater from sources other than restrooms and residential sized kitchens (non-sanitary wastestream) be discharged?	
2. Estimated daily discharge from Non-Sanitary wastestreams (gallons).	
3. Will a Boiler or Water Cooled Ventilation System be installed?(Non-Contact Cooling Wastestream)	
4. Estimated daily discharge from Non-Contact Cooling Water wastestreams (gallons).	
5. Is this business regulated under the Federal Categorical Discharge Standards of the Clean Water Act:	
6. Will Hazardous Chemicals be used or stored in quantities greater than 1 gallon? [if YES attach list of Chemicals]	
7. Will Hazardous Wastes be generated at this facility? [if YES attach list of Wastes]	
8. Number of Operating Hours per Day.	
9. Number of Shifts per Day.	
10. Number of Employees per Shift.	

The information contained in this Application is familiar to me and to the BEST of my knowledge and belief, such information is TRUE, COMPLETE, and ACCURATE.

(Signature & Title of Person completing application) _____ Date: _____

Mail Completed Form to : Industrial Pretreatment Coordinator, PSG, Inc., 2 Renwick Street, Newburgh, NY 12550

NON-RESIDENTIAL SEWER SERVICE APPLICATION

GUIDELINES

The Non-Residential Sewer Service Application is used to determine if the business applying for sewer service is required to meet specific wastewater discharge requirements as set forth in the Newburgh Sewer Use Ordinance. All information requested concerns the nature of the business that will be conducted at the facility constructed. Application made in the name of the builder without the name of the business that will be functioning at the new facility will not be approved. Companies making the application shall be identified as OWNER. Applications without the name of the business that will be operated at the new facility will not be approved. All businesses are required to meet the General Discharge Prohibitions. Some businesses are required to meet additional discharge restrictions.

Examples of BUSINESS NOT REQUIRED TO COMPLETE THIS APPLICATION:

- General Retail Businesses
- General Office Facilities
- Business that do not generate wastewater other than sanitary wastes
- Storage Facilities that do not have floor drains to sanitary sewers

Examples of BUSINESS REQUIRED TO COMPLETE THIS APPLICATION:

- All Manufacturing Facilities
- All Food Processing Facilities
- All Bottling and Packaging Facilities
- All Radiator Repair Facilities
- All Restaurants
- All Food Preparation Facilities
- All Schools
- All Medical Facilities (except general offices with no x-ray or lab facility)
- All Nursing Homes or Centers
- All Paint Shops (except retail stores with minor mixing of paint and no floor drains exist in the paint preparation areas)
- All Fuel Storage Facilities
- All Chemical Storage and Preparation Facilities
- All Chemical Application Businesses (lawn care chemicals, pesticide, etc.)
- Automotive Repair & Cleaning Facilities
- Electrical Motor Repair Shops
- General Mechanical Repair Facilities with floor drains or cleaning systems utilizing water washes.

This is only a guide. Please use your best judgment in determining who should complete this application. If you are not sure, have the application completed.

REVIEW PERIOD:

Every effort shall be made to complete the review of each application within five (5) working days.

ACTIONS IN RESPONSE TO APPLICATION INFORMATION:

1. Application Approval; no further permitting is required and a building permit may be issued.
2. Business meets minimum criteria for further review and a "DATA DISCLOSURE FORM" must be completed. Based on the information provided by the DATA DISCLOSURE FORM a determination shall be made within 30 days of receiving the DATA DISCLOSURE FORM as to whether the proposed wastewater discharges from the facility will be accepted by the Newburgh Wastewater Treatment Plant and the extent of Permit and Pretreatment requirements.

CONTACT PERSON: Newburgh Pretreatment Coordinator 914-565-6182

RESOLUTION NO.: 193 - 2016

OF

JULY 11, 2016

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2015 RELATIVE TO
122 DUBOIS STREET (SECTION 18, BLOCK 1, LOT 24)**

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2015-8838; and

WHEREAS, the property owner is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Acting Enforcing Officer be and she is hereby authorized to withdraw the lien on the property located at 122 Dubois Street (Section 18, Block 1, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Nine Thousand Four Hundred Fourteen and 00/100 (\$9,414.00) Dollars representing the past due tax lien amount, together with all currently due taxes and charges, including but not limited to all open water/sewer and sanitation charges, are all paid in full by certified or bank check on or before July 31, 2016.

RESOLUTION NO. 194 - 2016

OF

JULY 11, 2016

**A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF
VINCENT A. ABATE II AGAINST THE CITY OF NEWBURGH
IN THE AMOUNT OF \$22,500.00**

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

WHEREAS, the parties reached an agreement for the payment of the settlement of the claim in the amount of Twenty-Two Thousand Five Hundred and 00/100 (\$22,500.00) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City's attorney is hereby authorized to settle the claim of Vincent A. Abate II in the total amount of Twenty-Two Thousand Five Hundred and 00/100 (\$22,500.00) Dollars, and that City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.