



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
July 7, 2016
5:00 PM

Council Meeting Presentations

1. Executive Session

Pending Litigation

Litigación Pendiente

2. Comptroller's Monthly Financial Report

The monthly financial report will be given by Katie Mack, Acting City Comptroller.

El reporte financiero mensual será dado por Katie Mack, Contralor Interno de la Ciudad.

3. Certificates of Appreciation

Certificates of Appreciation will be presented to the City of Newburgh Police Department, Fire Department and Department of Public Works (City Council) at Monday's Council Meeting to show appreciation and acknowledge the efforts at the 2016 Newburgh Illuminated Festival. (City Council)

Engineering/Ingeniería

4. Proposal for Design of new bar screen system at the Wastewater Treatment Plant

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. (Jason Morris)

Una resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo para Servicios Profesionales de Ingeniería con Severn Trent Services, Inc. En una monto que no exceda \$9,500.00 para el diseño de nuevas pantallas de barra en la Planta de Tratamiento de Aguas Residuales en relación con el Plan de Control a Largo Plazo. (Jason Morris)

Council Request for Action

Finance/Finanza

5. Financial Advisory Services Agreement

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. (Katie Mack)

Council Request for Action

6. WEX STATE OF NY FUEL CARD

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 (Katie Mack & Acting Chief Ahlers)

Una Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con el Programa Tarjeta Fleet WEX del Estado de Nueva York para proporcionar servicios de abastecimiento de combustible para el nuevo barco para rescate de incendios. (Katie Mack y Jefe Interino Ahlers)

Council Request for Action

Planning and Economic Development/Planificación y Desarrollo Económico

7. Approval to issue Satisfactions of Mortgage - 292 Liberty Street

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) (Michelle Kelson & Deirdre Glenn)

Una resolución Autorizando al Gerente de la Ciudad a Ejecutar Satisfacciones en conexión con dos hipotecas proporcionadas a Edward Arrabito para las instalaciones localizadas en la 292 de la Calle Liberty (Sección 18, Bloque 6, Lote 43) (Michelle Kelson y Deirdre Glenn)

Council Request for Action

8. Resolution and release of covenants for 210 Dubois Street

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) (Michelle Kelson)

Una resolución autorizando la ejecución de liberación de Convenios Restrictivos y el derecho a re-entrar en la escritura otorgada a Hábitat para la Humanidad de Newburgh, Inc. A las Instalaciones conocidas como la 210 de la Calle Dubois (Sección 11, Bloque 1, Lote 33 n/k/a Sección 11, Bloque 1, Lote 33.1) (Michelle Kelson)

Council Request for Action

9. Resolution and Release of Covenants for 317 Liberty Street

Resolution Authorizing the Execution of a Release of 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) (Michelle Kelson)

Una resolución autorizando la ejecución de liberación de Convenios Restrictivos y el derecho a re-entrar en la escritura otorgada a Alex Fridman a las Instalaciones conocidas como la 317 de la Calle Liberty (Sección 11, Bloque 5, Lote 7) (Michelle Kelson)

Council Request for Action

10. Resolution Authorizing a Release of Covenants for 35-39 Hasbrouck Street

A Resolution authorizing the execution of a Release of 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. (Michelle Kelson)

Una resolución autorizando la ejecución de liberación de Convenios Restrictivos y el derecho a re-entrar en la escritura otorgada a E. Dio Berkley también conocido como Ellsworth D. Berkley E.D.B a las Instalaciones conocidas como la 35-39 de la Calle Hasbrouck (n/k/a Calle Hasbrouck) Sección 38, Bloque 4, Lote 17 (Michelle Kelson)

Council Request for Action

11. Resolution Authorizing Release of Covenants for 297 First Street

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) (Michelle Kelson)

Una resolución autorizando la ejecución de liberación de Convenios Restrictivos y el derecho a re-entrar en la escritura otorgada a Petar Elezovic a las Instalaciones conocidas como la 297 de la Calle First f/k/a 295 Calle First (Sección 29, Bloque 1, Lote 4) (Michelle Kelson)

Council Request for Action

12. Resolution of Support APA Community Planning Assistance Team

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. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado Asistencia Técnica del Equipo de Asistencia de Planificación Comunitaria de la Asociación Americana de Planificación para Desarrollar un Plan Vecino Liderado por la Comunidad en Preparación para la Actualización del Plan Integral del 2018. (Deirdre Glenn)

Council Request for Action

13. Monetary Adjustment of Contract with the Preservation League of NYS re Dutch Reformed Church

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. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una enmienda al Contrato con la Liga de Preservación del Estado de Nueva York para Servicios de Ingeniería Profesional Adicional para la Iglesia Reformada Holandesa. (Deirdre Glenn)

Council Request for Action

14. Purchase of 254 Liberty Street

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 \$1,190.00. (Deirdre Glenn)

Una Resolución que Autoriza el traspaso de Bienes Raíces Conocida como la 254 de la Calle Liberty (Sección 18, Bloque 6, Lote 26) en una venta privada a Joseph Donovan d/b/a Hudson Todd LLC por la Cantidad de \$1,190.00. (Deirdre Glenn)

Council Request for Action

15. Purchase of 260 Liberty Street

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. (Deirdre Glenn)

Una Resolución que Autoriza el traspaso de Bienes Raíces Conocida como la 260 de la Calle Liberty (Sección 18, Bloque 6, Lote 30) en una venta privada a Joseph Donovan d/b/a Hudson Todd LLC por la Cantidad de \$1,190.00. (Deirdre Glenn)

Council Request for Action

16. Purchase of 31 Liberty Street WH

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. (Deirdre Glenn)

Una Resolución que Autoriza el traspaso de Bienes Raíces Conocida como la 31 de la Calle Liberty WH (Sección 45, Bloque 7, Lote 21) en una venta privada a Barbara Hamilton por la Cantidad de \$15,000.00. (Deirdre Glenn)

Council Request for Action

17. Purchase of 95 Carson Avenue
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. (Deirdre Glenn)

Una Resolución que Autoriza el traspaso de Bienes Raíces Conocida como la 95 de la Avenida Carson (Sección 45, Bloque 8, Lote 6) en una venta privada a Daniel Green por la Cantidad de \$4,100.00. (Deirdre Glenn)

Council Request for Action

Grants/Contracts/Agreements / Becas /Contratos/Convenios

18. Resolution to accept a New York State Community Youth Violence Prevention Initiative Award

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. (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Aceptar una Beca de la División de Servicios de Justicia Criminal para la Iniciación Preventiva de Violencia Juvenil Comunitaria por un monto de \$16,860.00 sin que la Ciudad iguale Fondos. (Jefe Dan Cameron)

Council Request for Action

19. Accept NYS DCJS GIVE Grant Award for NYS FY 2016-2017

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. (Chief Dan Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a Aceptar la concesión de una Beca del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia por Armas (GIVE) y mejorar el cumplimiento de la Ley en la Ciudad de Newburgh para lograr, a largo plazo la reducción de la delincuencia en un monto que no exceda de \$360,107.00 sin necesidad de que la Ciudad iguale los fondos por el periodo del 1 de julio de 2016 al 30 de junio de 2017. (Jefe Dan Cameron)

Council Request for Action

20. Resolution to apply for and accept if awarded an OC Youth Bureau Grant for Summer Playground Program

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. (Derrick Stanton & Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Beca del Buro Juvenil del Condado de Orange por el monto de \$11,700.00 el cual no requiere que la Ciudad iguale los fondos para financiar el Programa de verano área de juegos del Departamento de Recreación. (Derrick Stanton y Michelle Kelson)

Council Request for Action

21. Resolution to apply for and accept if awarded an OC Youth Bureau Grant for Positive Image Teen Program

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. (Derrick Stanton)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Beca del Buro Juvenil del Condado de Orange por el monto de \$31,780.00 el cual no requiere que la Ciudad iguale los fondos para financiar el Programa Imagen Positiva para Adolescentes del Departamento de Recreación. (Derrick Stanton)

Council Request for Action

22. Resolution to apply and accept if awarded an OC Youth Bureau Grant for HYPE Program

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. (Derrick Stanton)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Beca del Buro Juvenil del Condado de Orange por la cantidad de \$46,500.00 el cual no requiere que la Ciudad iguale los fondos para financiar el Programa del Departamento de Recreación ayudando a los jóvenes con Excel. (Derrick Stanton)

Council Request for Action

23. Resolution to apply and accept OC Youth Bureau Grant for Youth Soccer Program

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. (Derrick Stanton)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Beca del Buro Juvenil del Condado de Orange por la cantidad de \$2,160.00 el cual no requiere que la Ciudad iguale los fondos para financiar el programa de futbol juvenil del Departamento de Recreación. (Derrick Stanton)

Council Request for Action

24. Resolution to apply and accept an Orange County Youth Bureau Grant for Year Around Basketball Program

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. (Derrick Stanton)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Beca del Buro Juvenil del Condado de Orange en una cantidad que no exceda \$25,920.00 el cual no requiere que la Ciudad iguale los fondos para financiar el Programa de Baloncesto del Departamento de Recreación el año entero. (Derrick Stanton)

Council Request for Action

25. Resolution to authorize the support of the 2016 CFA applicaiton of St. George's Episcopal Church

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. (Deirdre Glenn)

Una Resolución del Consejo de la Ciudad de Newburgh, Nueva York apoyando la solicitud de financiación consolidada de la Iglesia Episcopal San Jorge a la Oficina de Parques del Estado de Nueva York, para una Beca para la Reconstrucción y Preservación Histórica de Protección Ambiental. (Deirdre Glenn)

Council Request for Action

26. Boys & Girls Club of Newburgh CFA Application

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. (Michelle Kelson & Deirdre Glenn)

Una Resolución del Consejo de la Ciudad de Newburgh, Nueva York apoyando la Solicitud de Fondos Consolidados para el Club de Niños y Niñas de Newburgh, Inc. 2016 para la Oficina de Parques del Estado de Nueva York, Fondos para la Protección Ambiental y Preservación Histórica y Recreacional y a la Financiación de la Beca de Desarrollo del Empire State para el Desarrollo del Centro para las Artes y Educación. (Michelle Kelson y Deirdre Glenn)

Council Request for Action

27. A Resolution in Support CFA Application of Hudson Valley Paperworks, Inc.

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. (Deirdre Glenn)

Una resolución del Consejo de la Ciudad de Newburgh, Nueva York apoyando la solicitud de Financiación Consolidada de "Hudson Valley Paperworks, Inc. 2016" al fondo de beca de Desarrollo del "Empire State" para el Desarrollo de la Villa Fabricante de Thornwillow. (Deirdre Glenn)

Council Request for Action

28. Resolution - 2016 NYS CFA Application for Planning

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. (Deirdre Glenn)

Una resolución que Autoriza al Gerente de la Ciudad a Solicitar y Aceptar si es otorgado la Beca del Programa de Desarrollo Comunitario y Desarrollo Urbano del Estado Empire por medio del Proceso de Solicitud de Financiación Consolidada por un monto que no exceda \$100,00.00 para Planificación Estratégica y Administración del Plan Comprensivo de la Ciudad de Newburgh. (Deirdre Glenn)

Council Request for Action

Recreation/Recreacion

29. Installation of a Sound and Story Sign at Delano-Hitch Park

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". (Derrick Stanton)

Una Resolución que Autoriza la Instalación de un letrero permanente de Sonido e Historia en el Parque de Recreación Delano Hitch en el área de la Calle Washington y la Ruta 32 en conexión con una excursión a pie de Historia Afroamericana Titulada "En la Sombra de Washington". (Derrick Stanton)

Council Request for Action

Fire Department / Departamento de Bomberos

30. MOA to Modify the Collective Bargaining Agreement between the City and Local 589

Resolution Ratifying a Memorandum of Agreement to Modify Article XVI(H) of

the Collective Bargaining Agreement with Local 589 International Association of Fire Fighters. (Michelle Kelson)

Una resolución que ratifica un Memorándum de acuerdo para modificar el Artículo XVI (H) del acuerdo de negociación colectiva con la Asociación Internacional Local 589 de Bomberos. (Michelle Kelson)

Council Request for Action

Discussion Items/Temas de Discusión

31. NYS DEC Contract - Catskill Aqueduct Reimbursement/Water Update
(Michael Ciaravino, Katie Mack, Jason Morris, Wayne Vradenburgh and George Garrison)

Contrato con el departamento de la DEC del Estado de Nueva York – Reembolso del Acueducto de Catskill y actualización del agua. (Michael Ciaravino, Katie Mack, Jason Morris, Wayne Vradenburgh y George Garrison)

Council Request for Action

32. Purchase of 113 & 115 Washington Street

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. (Deirdre Glenn)

Una Resolución que Autoriza el traspaso de Bienes Raíces Conocida como la 113 de la Calle Washington (Sección 39, Bloque 3, Lote 8) y la 115 de la Calle Washington (Sección 39, Bloque 3, Lote 7) en una venta privada a la Corporación de Desarrollo de la Comunidad de Newburgh Zion por la Cantidad de \$100.00. (Deirdre Glenn)

Council Request for Action

33. Parking Agreement With the Newburgh Armory Unity Center

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. (Derrick Stanton)

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con el Centro de Unidad de la Armoria de Newburgh, Inc. Para permitir estacionamiento en el Lote de estacionamiento el cual es propiedad de la Ciudad localizado en el Parque de Recreación Delano-Hitch. (Derrick Stanton)

Council Request for Action

34. The Removal of Satellite Dishes Out of Public
(Councilwoman Genie Abrams)

El retiro de antenas parabólicas del público (Consejal Genie Abrams)

Council Request for Action

35. Conservation Advisory Council Appointment
(City Council)

Nombramiento para el Consejo Consultivo de Conservación (Consejo de la Ciudad)

Council Request for Action

36. Newburgh Armory Shed Project
(Michelle Kelson)

Proyecto de Cobertizo para la Armoria de Newburgh. (Michelle Kelson)

Council Request for Action

37. First Street/Liberty Street Intersection
(Chief Dan Cameron and George Garrison)

RESOLUTION NO.: _____ - 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.: _____ - 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

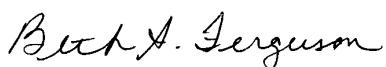
All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain 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.: _____ - 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.

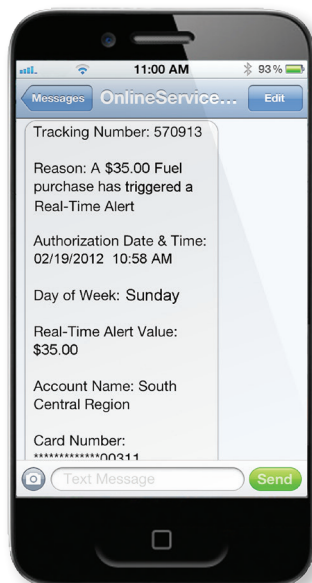
PRODUCT TYPE CONTROLS

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.

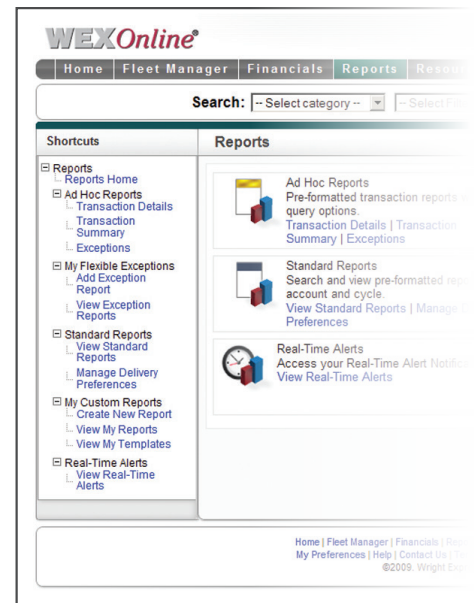
Premium Custom Reports — select your criteria to generate ad hoc, real-time reports: Exception, Transaction Summary, and Transaction Detail reports. Export these reports directly into your own spreadsheet, to easily analyze and share your data.

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

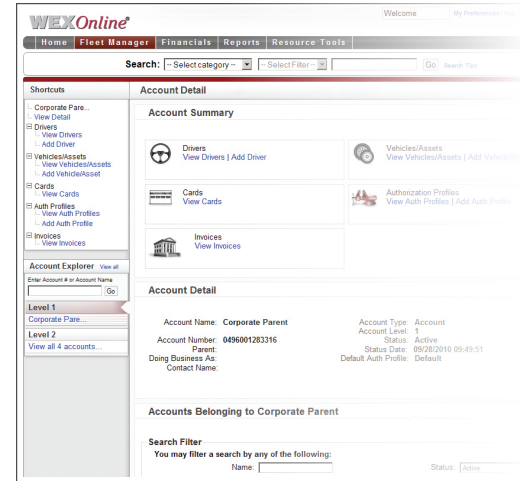
The profile manager allows you to establish purchase control profiles for individuals, groups of drivers, vehicles and more. Set rules for how the card can be used, how often, and when. Add spend limits for fuel, service, parts, and general merchandise. Your rules will be embedded in the respective cards — 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.: _____ - 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)
) ss.:
COUNTY OF ORANGE)

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.
Full Home Ownership.

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.

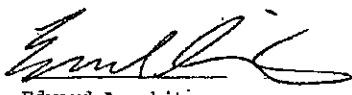
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments 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)

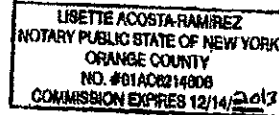
COUNTY OF ORANGE)

) 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, 2 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 (CEO)
Print Name & Title

[Signature]
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



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.

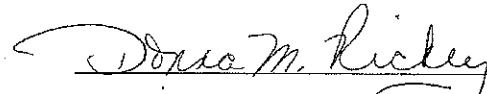
No repayment is required.


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)
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3001 GOSHEN (VLG)
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3005 CHESTER (VLG)
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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
☒ (E) EXEMPT
☐ (F) 3 TO 6 UNITS
☐ (I) NAT. PERSON/CR. UNION
☐ (J) 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 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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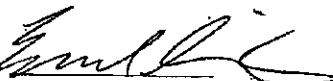
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any installment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual installments 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. 2encl) 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

Felix Medina Jr (Co.)

[Signature]

Print Name & Title

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**

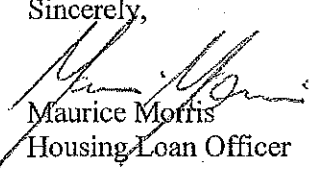
Dear Mr. Arrabito:

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)
2001 WASHINGTONVILLE (VLG)
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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
(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



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

THIS BOND AND MORTGAGE, made the 18th day of February, ~~January 18, 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

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

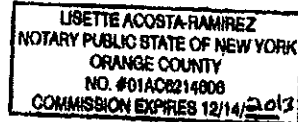
STATE OF NEW YORK)

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:

EDUARDO 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**

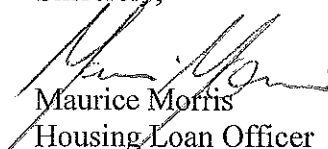
Dear Mr. Arribito:

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**

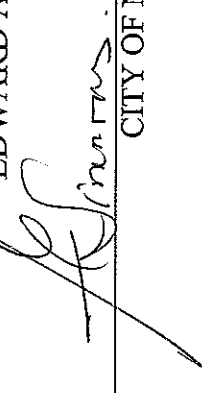
\$15,000

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

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

herein referred to as the mortgagee,

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

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.

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 mortgagee 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)

) 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.

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

2889 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
(E) EXEMPT ☒
(F) 3 TO 6 UNITS
(I) NAT. PERSON/CR. UNION
(J) 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 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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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.

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 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. renov) 2. HUD ACCOUNT #: _____
3. PAYMENT REQUEST TOTAL: \$ 9,600 PROJECT YEAR: _____
4. EXPENSE/ITEM BREAKDOWN:

(Schedule A)
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.

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:

<u>EDWARD ARRABITO, OWNER</u> Print Name & Title	<u>Felix Medina JR (CEO)</u> Print Name & Title	<u>[Signature]</u> City Manager/Supervisor [Circle One]
<u>[Signature]</u> Signature	<u>[Signature]</u> Signature	<u>[Signature]</u> Signature
<u>3/28/12</u> Date	<u>3/28/12</u> 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**

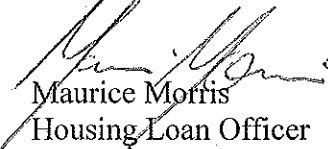
Dear Mr. Arribito:

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

Voucher Detail Report Parameters

Report ID:	
Report By:	Posted
Year:	2010 To: 2016
Period:	1 To: 12
Date Range:	Invoice Date Range:
Sort By:	Voucher Number Range:
Vendor Type.:	To: To: Print Vendor Name 2: No
Vendor Code.:	To: 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 No Print Multi Inv Detail: Yes
User Defined:	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:	

Voucher No.	Stub- Description	Req. No.	Req. Date	Vendor Code	Vendor Name	Ordered By	Fisc Year	Check ID	Voucher Amt.	Check Date	Pay Due	Approved
Invoice Date	Batch	Recur Months	Refund Year	PO No.	PO Date	Approved By	Period	Contract No.	Check No.	Disc. %	Cash Account	Disc. Amt.
Fund	Cash Item			Taxable	Ref No						Non Disc.	Total
Grand Total Regular, Prepaid, Wire Transfer and Direct Pay												
					Regular	Prepaid	Wire Transfer		Outstanding	Direct Pay -----	Paid	Total
					24,600.00							
Fund												
					Regular	Prepaid	Wire Transfer		Outstanding	Direct Pay -----	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.: _____-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.: _____-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.: _____-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.

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

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.: _____-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.: _____ - 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:

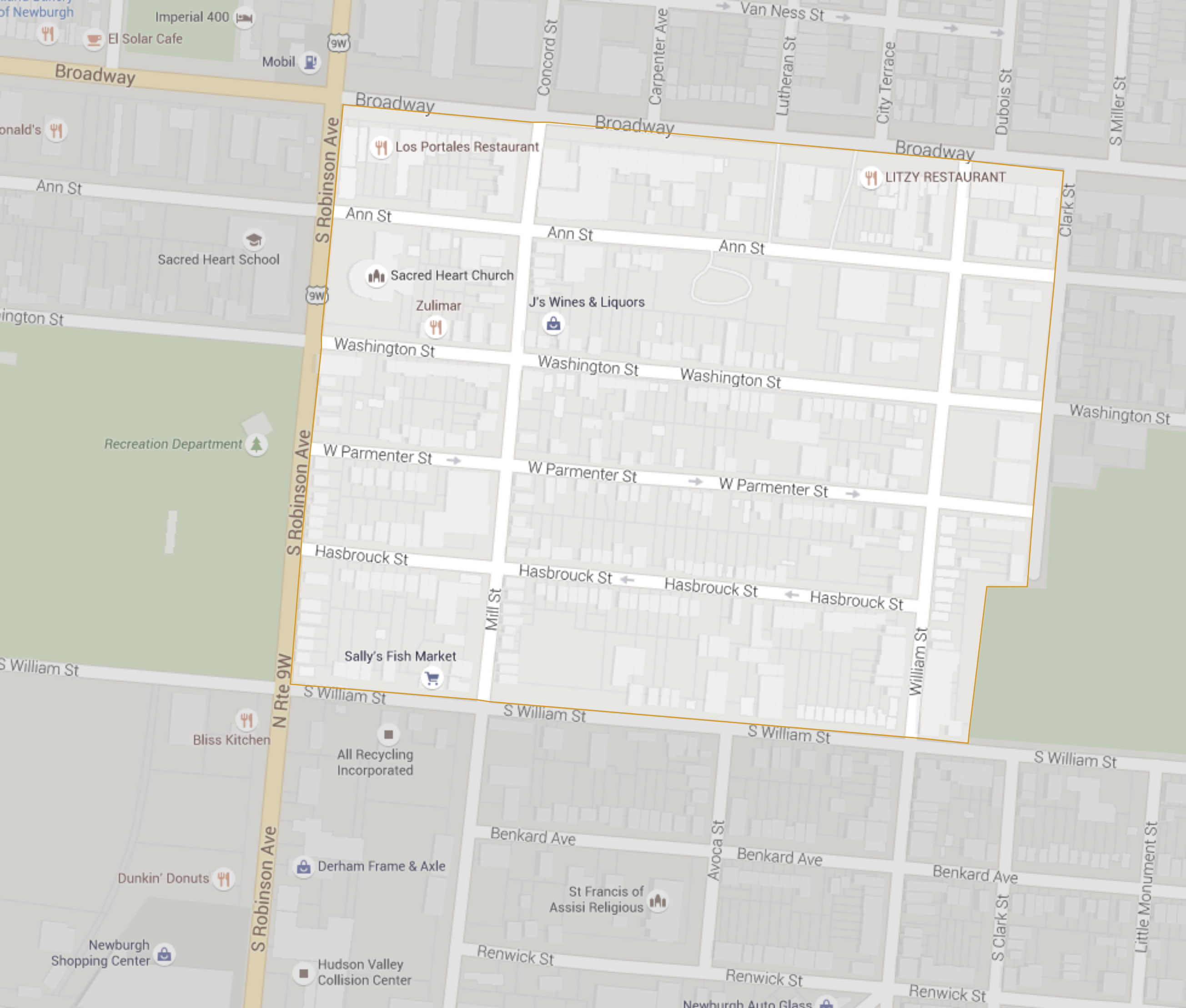
- I understand that the Community Planning Assistance Teams program is a pro-bono effort. While APA provides staff support and a team of subject matter experts, a substantial commitment from the host community in the form of financial resources or in-kind donations (lodging, food, meeting space, etc.) 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.: _____ - 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
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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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Jay DiLorenzo
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.

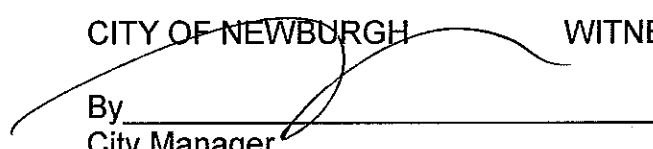
Sincerely,


Jay DiLorenzo
President

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

CITY OF NEWBURGH

WITNESS BY: 

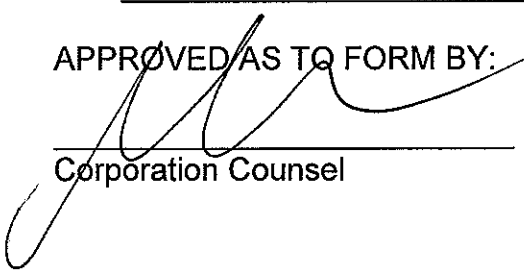
By 
City Manager

Date

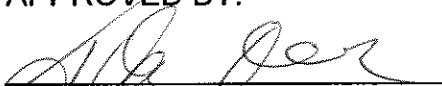
5-6-16

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. LaPlaci
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.: _____ - 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 \$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 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	\$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

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.

Purchase Proposal Summary

Location: **254 Liberty Street** (east side of Liberty Street between Catherine and South Streets)

Tax Map Number: 18-6-26

Property Class: 210—One Family Residence

Zoning: RM—Residential Medium Density, Commercial District Overlay, Within East End Historic District

Description: Year Built—1900+/-; 2 1/2 story, wood building; 3053sf; uninhabitable. Lot size: 25 x 109

Condition: Poor

Assessed Value: \$ 11,900

Annual Taxes: \$ 625 +/-

Selling Price: \$ 1,190 @ 10%

City acquired property: **February 2015**

Offer Information:

Name: Joseph Donovan (aka Hudson Todd LLC)

Offer Price: **\$ 1,190**

Construction Estimate: \$ 148,350

Proof of Financing: Asset Management Firm Statement

Comments: Joseph Donovan has renovated—and subsequently managed - several properties in the City of Beacon. He is a licensed architect with over 40 years experience in design and construction. Now, he wants to bring his renovation expertise to the City of Newburgh and tackle two neglected, wood buildings—254 and 260 Liberty Street—along a key stretch of one of Newburgh’s main corridors. He feels he can bring both buildings back to useful life. (It should be noted that 254 Liberty had been listed in Resolution 75-2016 to be demolished by the City of Newburgh.)

As per the tax collector’s office in the City of Beacon, his company is current on his municipal obligations for his properties in Beacon. Photos of two of the buildings he has restored in Beacon have been included in this package.





Rear View



Detail of roof line



Interior Views

Two Properties—4 Cross Street and 25 N Elm Street—in Beacon that have been renovated by Hudson Todd LLC



Proposal Form

Contact Information:

Name: JOSEPH DONOVAN
Business Name (If Applicable): HODSON TARD LLC / THE LINDLEY LLC
Address: 4 Cross St.
City, State & Zip: Berlin, NY 12508
Home phone: 646-284-3118
Business Phone: "
Mobile Phone: "
E-mail: j.donovan@hdsontard.com
Federal I.D. No. (If Available): "

Information on Bid Property:

Property Address: 254 Liberty St.
SBL#: 18-6-26

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: \$ 2,380.00

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: \$ 131,675 = 140,550

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: SELF
Architect: SELF
Engineer: "

Development Experience:

	Project No. 1	Project No. 2
Project Location: Please list all addresses (not merely project name). Include street number, street, city, zip	40 Church St Beacon, NY 12508	25 N. Elm St Beacon, NY 12508
Role: (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant)	Managing partner (as owner, architect and general contractor)	Managing partner (as owner, architect and general contractor)
Type of Project: (i.e. new construction, substantial renovation, moderate renovation)	substantial renovation	substantial renovation
Use: (i.e. single-family, multi-family, rental or commercial)	single-family rental	single-family rental
Number of Buildings in Project	One (plus garage)	One (plus garage)
Total Number of Residential Units in Project	One	One
If commercial, total square footage of project	NA	NA
Systems Replaced	plumbing, HVAC, elec, windows, doors, finishes	plumbing, HVAC, elec, windows, doors, finishes
Total Development Costs	approx \$250,000	approx \$325,000
Current Status: (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	completed, occupied by young family as tenants, no mortgage	completed, occupied by young family as tenants, no mortgage
Government Program, if any (provide name of program and agency, name and current phone of reference)	None	None

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No _____ Yes _____ (attach explanation)

Finances:

I am providing: ☐ Personal Financial Statement
☒ Letter from Lender/Investor ASSET MANAGEMENT FIRM
☐ Personal or Business Bank Statement
☐ Evidence of project funding
☐ Developers should provide three years financial statements

Business Relationship:

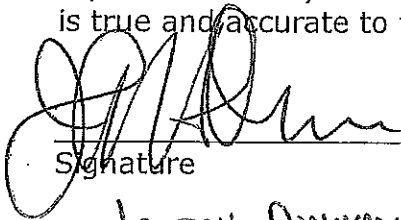
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No _____

What You should Attach:

- 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

JOSEPH DONOVAN

Print Name

SS#



1-Jan-2016

Date

Date of Birth



Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

Private Owner Development Application for 254 Liberty St

To: Department of Planning & Development, City Hall, 83 Broadway, Newburgh, NY 12550

Qualified Purchaser:

Property to be purchased by Hudson Todd LLC. Joseph H. Donovan and Janet T. St.Goar are the sole members of Hudson Todd LLC.

1. Hudson Todd LLC and its members have no outstanding tax or property-related liens.
2. Hudson Todd LLC and its members do not own any property that is subject to any significant unremediated violation of City codes and ordinances (or any violation of any sort).
3. Hudson Todd LLC and its members have not been owners in any completed City of Newburgh tax foreclosure proceeding (or any foreclosure proceeding of any kind in any location).

Qualified Bid:

1. Adequate plans for development:

Hudson Todd LLC intends to renovate this property, restoring it to a sound, safe and habitable condition. Hudson Todd LLC will hold the property as a long-term investment, renting it as a single-family residence. This will be an all-cash purchase and the renovation will be self-funded. With our own management and maintenance team, and without the burden of mortgage or loan financing, operating expenses will be minimized. As a result, we can set a very attractive rental rate to attract a quality tenant. We will attempt to include local/neighborhood people and businesses in the renovation, operation and occupancy of the building, but our development plan can be successful without that participation.

2. Demonstrated capacity to complete work proposed:

Hudson Todd LLC has an established track record purchasing, renovating and managing investment property in the area since 2013. The managing member of Hudson Todd LLC (Joseph H. Donovan) is a licensed architect with 40 years experience in construction, design and real estate.

3. Proven financial resources:

The members of Hudson Todd LLC have a net worth in excess of \$10,000,000 and adequate cash reserves to fully fund the purchase, renovation and continued operation of this property.

4. Demonstrated ongoing operating capacity:

Hudson Todd LLC is a responsible owner/developer with ten properties currently operating. Our focus has been and will remain in Beacon, but we intend to participate in and contribute to Newburgh's revival. We are a family business committed to the Newburgh/Beacon area and we intend to hold and operate our properties for many years to come. Two members of the next generation are raising their families in Beacon and working as key employees of Hudson Todd LLC.

Development Proposal - Renovation Plan

254 Liberty St

Item / Scope	Work By	Budget
Debris removal and Selective Demo	Hudson Todd	\$6,500
Foundation Repair As needed	Mason TBD	\$3,000
Re-Siding inc Soffits and Fascia	Hudson Todd	\$ 21,000
Wood Structure Repairs Selective replacement of joists, rafters, decking	Hudson Todd	\$ 11,500
Roofing New roof	Roofer TBD	\$ 7,500
Windows & Doors Replace all	Hudson Todd	\$ 9,500
Plumbing Replace all	Lic. Plbr TBD	\$ 9,000
HVAC Replace all with heat-pump	HVAC TBD	\$ 12,000
Electrical Replace all	Lic. Elec TBD	\$ 8,000
Non-structural Rough & Finish Carpentry Interior as required by layout TBD	Hudson Todd	\$ 9,000
Insul/GWB/Painting/Finishes Replace all	Hudson Todd	\$ 13,500
Cabinets & Casework New cabinets. Casework as req'd	Hudson Todd	\$ 7,000
Appliances & Fixtures All new at bath, kitchen, lighting, laundry	Hudson Todd	\$ 11,500
Subtotal		\$ 129,000
Contingency	15%	\$ 19,350
Total		\$ 148,350



SILVERCREST
ASSET MANAGEMENT GROUP

ROBERT F. HILL
SENIOR VICE PRESIDENT

April 8, 2016

To Whom It May Concern

The sole principals of The Lindley LLC (Janet St. Goar and Joseph Donovan) have maintained a substantial account with this firm for many years.

We assist Ms. St. Goar and Mr. Donovan in managing their investments, including the transfer of funds on an as-needed/as-requested basis to support the activities of The Lindley LLC.

I can assure you that they, and The Lindley LLC, are more than easily able to afford the purchase of a piece of property for \$400,000.

If you need any further information please get back to me.

Sincerely,

Robert F. Hill

RESOLUTION NO.: _____ - 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.

Purchase Proposal Summary

Location: **260 Liberty Street** (east side of Liberty Street between Catherine and South Streets)

Tax Map Number: 18-6-30

Property Class: 220—Two Family Residence

Zoning: RM—Residential Medium Density, Commercial District Overlay, Within East End Historic District

Description: Year Built—1900+/-; 2 story, wood building; 1520sf; uninhabitable. Lot size: 25 x 100

Condition: Poor

Assessed Value: \$ 11,900

Annual Taxes: \$ 625 +/-

Selling Price: \$ 1,190 @ 10%

City acquired property: **February 2015**

Offer Information:

Name: Joseph Donovan (aka Hudson Todd LLC)

Offer Price: **\$ 1,190**

Construction Estimate: \$ 131,963

Proof of Financing: Asset Management Firm Statement

Comments: Joseph Donovan has renovated—and subsequently managed - several properties in the City of Beacon. He is a licensed architect with over 40 years experience in design and construction. Now, he wants to bring his renovation expertise to the City of Newburgh and tackle two neglected, wood buildings—254 and 260 Liberty Street—along a key stretch of one of Newburgh's main corridors. He feels he can bring both buildings back to useful life. (It should be noted that 254 Liberty had been listed in Resolution 75-2016 to be demolished by the City of Newburgh.)

As per the tax collector's office in the City of Beacon, his company is current on his municipal obligations for his properties in Beacon. Photos of two of the buildings he has restored in Beacon have been included in this package.





Rear View



Interior Views

Two Properties—4 Cross Street and 25 N Elm Street—in Beacon that have been renovated by Hudson Todd LLC



Proposal Form

Contact Information:

Name: JOSEPH DONOVAN
Business Name (If Applicable): HODSON TODD LLC / THE LINDLEY LLC
Address: 4 CROSS ST
City, State & Zip: REACON, NY 12508
Home phone: 646-284-3118
Business Phone: "
Mobile Phone: "
E-mail: jdonovan@hodson.todd.onmicrosoft.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 260 Liberty St.
SBL#: 18-6-30
Order of Preference: (If submitting more than one proposal): 2

Type of Project:

☒ Single Family Yes ☒ No _____
☐ Multi-Family Yes _____ No _____ # Units: _____
☐ Commercial ☐ Industrial

Offer Purchase Price: \$ 1,190.00

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: \$ 131,675
963

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: self
Architect: self
Engineer: _____

Development Experience:

	Project No. 1	Project No. 2
Project Location: Please list all addresses (not merely project name). Include street number, street, city, zip	40 Church St Beacon, NY 12508	25 N. Elm St Beacon, NY 12508
Role: (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant)	Managing partner (as owner, architect and general contractor)	Managing partner (as owner, architect and general contractor)
Type of Project: (i.e. new construction, substantial renovation, moderate renovation)	substantial renovation	substantial renovation
Use: (i.e. single-family, multi-family, rental or commercial)	single-family rental	single-family rental
Number of Buildings in Project	One (plus garage)	One (plus garage)
Total Number of Residential Units in Project	One	One
If commercial, total square footage of project	NA	NA
Systems Replaced	plumbing, HVAC, elec, windows, doors, finishes	plumbing, HVAC, elec, windows, doors, finishes
Total Development Costs	approx \$250,000	approx \$325,000
Current Status: (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	completed, occupied by young family as tenants, no mortgage	completed, occupied by young family as tenants, no mortgage
Government Program, if any (provide name of program and agency, name and current phone of reference)	None	None

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No ☒ Yes _____ (attach explanation)

Finances:

I am providing: _____ Personal Financial Statement
_____ ☒ Letter from ~~Lender/Investor~~ Asset Management Firm
_____ Personal or Business Bank Statement
_____ Evidence of project funding
_____ Developers should provide three years financial statements

Business Relationship:

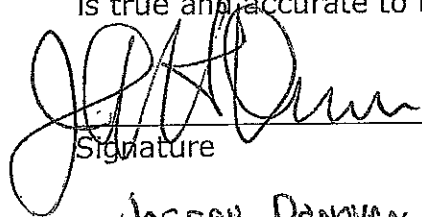
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No ☒

What You should Attach:

- 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
JOSEPH DONOVAN

Print Name

Date
1-Jan-2016

SS# [REDACTED] Date of Birth [REDACTED]

Submit Application to:

Department of Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550

Private Owner Development Application for 260 Liberty St

To: Department of Planning & Development, City Hall, 83 Broadway, Newburgh, NY 12550

Qualified Purchaser:

Property to be purchased by Hudson Todd LLC. Joseph H. Donovan and Janet T. St. Goar are the sole members of Hudson Todd LLC.

1. Hudson Todd LLC and its members have no outstanding tax or property-related liens.
2. Hudson Todd LLC and its members do not own any property that is subject to any significant unremediated violation of City codes and ordinances (or any violation of any sort).
3. Hudson Todd LLC and its members have not been owners in any completed City of Newburgh tax foreclosure proceeding (or any foreclosure proceeding of any kind in any location).

Qualified Bid:

1. Adequate plans for development:

Hudson Todd LLC intends to renovate this property, restoring it to a sound, safe and habitable condition. Hudson Todd LLC will hold the property as a long-term investment, renting it as a single-family residence. This will be an all-cash purchase and the renovation will be self-funded. With our own management and maintenance team, and without the burden of mortgage or loan financing, operating expenses will be minimized. As a result, we can set a very attractive rental rate to attract a quality tenant. We will attempt to include local/neighborhood people and businesses in the renovation, operation and occupancy of the building, but our development plan can be successful without that participation.

2. Demonstrated capacity to complete work proposed:

Hudson Todd LLC has an established track record purchasing, renovating and managing investment property in the area since 2013. The managing member of Hudson Todd LLC (Joseph H. Donovan) is a licensed architect with 40 years experience in construction, design and real estate.

3. Proven financial resources:

The members of Hudson Todd LLC have a net worth in excess of \$10,000,000 and adequate cash reserves to fully fund the purchase, renovation and continued operation of this property.

4. Demonstrated ongoing operating capacity:

Hudson Todd LLC is a responsible owner/developer with ten properties currently operating. Our focus has been and will remain in Beacon, but we intend to participate in and contribute to Newburgh's revival. We are a family business committed to the Newburgh/Beacon area and we intend to hold and operate our properties for many years to come. Two members of the next generation are raising their families in Beacon and working as key employees of Hudson Todd LLC.

Development Proposal - Renovation Plan

260 Liberty St

Item / Scope	Work By	Budget
Debris removal and Selective Demo	Hudson Todd	\$6,000
Foundation Work Repair as needed	Mason TBD	\$2,000
Re-Siding inc Soffits and Fascia	Hudson Todd	\$ 21,000
Wood Structure Repairs Selective replacement of joists, rafters, decking	Hudson Todd	\$ 9,000
Roofing New shingle roof	Roofer TBD	\$ 7,000
Windows & Doors Replace all	Hudson Todd	\$ 6,500
Plumbing Replace all	Lic. Plbr TBD	\$ 7,500
HVAC Replace all with heat-pump	HVAC TBD	\$ 11,500
Electrical Replace all	Lic. Elec TBD	\$ 7,750
Non-structural Rough & Finish Carpentry Interior as required by layout TBD	Hudson Todd	\$ 9,000
Insul/GWB/Painting/Finishes Replace all	Hudson Todd	\$ 13,500
Cabinets & Casework New cabinets. Casework as req'd	Hudson Todd	\$ 4,500
Appliances & Fixtures All new at bath, kitchen, lighting, laundry	Hudson Todd	\$ 9,500
Subtotal		\$ 114,750
Contingency	15%	\$ 17,213
Total		\$ 131,963



SILVERCREST
ASSET MANAGEMENT GROUP

ROBERT F. HILL
SENIOR VICE PRESIDENT

April 8, 2016

To Whom It May Concern

The sole principals of The Lindley LLC (Janet St. Goar and Joseph Donovan) have maintained a substantial account with this firm for many years.

We assist Ms. St. Goar and Mr. Donovan in managing their investments, including the transfer of funds on an as-needed/as-requested basis to support the activities of The Lindley LLC.

I can assure you that they, and The Lindley LLC, are more than easily able to afford the purchase of a piece of property for \$400,000.

If you need any further information please get back to me.

Sincerely,

Robert F. Hill

RESOLUTION NO.: _____ - 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.



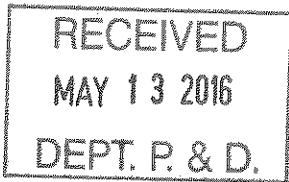


Exterior Views



Interior Views





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: \$ 15,000.00

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:

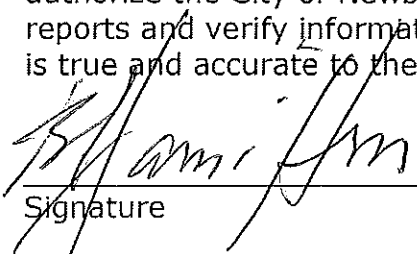
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes _____ No X

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.: _____ - 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 _____

4/4/16
Date

Daniel Green
Print Name

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-ence 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.:_____ - 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.
-
-

RESOLUTION NO.:_____ - 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.: _____ - 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

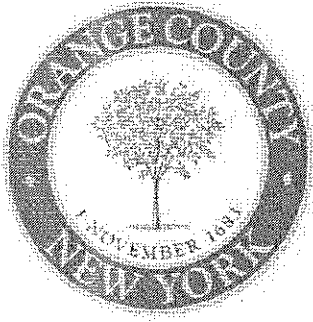
WHEREAS the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 for the Summer Playground Program which is a 6-week day camp; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

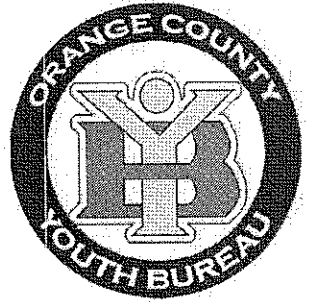
WHEREAS, no City matching funds are required; and

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 through 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: 1/1/16

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: 1/1/16

Basis of Termination or Withholding: State Finance Law §139-k

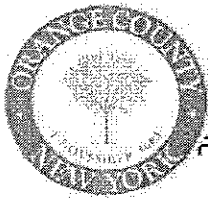
Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

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

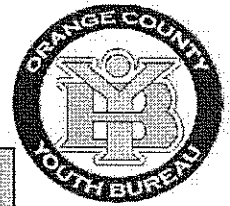
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	792.96	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	117	Total YB Cost per Participant	0

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:

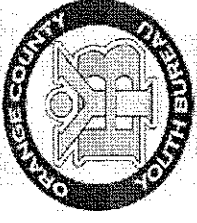
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$500.00	\$0.00	Reading materials, writing utensils, workbooks, etc.
\$0.00	\$0.00	
\$0.00	\$0.00	
\$1,500.00	\$0.00	Sports equipment, arts & crafts
\$12,000.00	\$0.00	Buses for trips
\$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			
		\$.00			
		\$.00			
		\$.00			
		\$.00			
	TOTAL:				

RESOLUTION NO.: _____ - 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

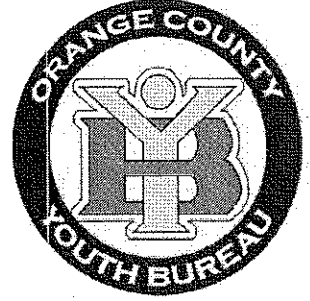
WHEREAS, no City matching funds are required; and

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		Phone Number(s): 845 569-7374	
Mailing Address: 83 Broadway		Fax Number: 562-6302		Extension:	
Address Line 2:		E-Mail: dstanton@cityofnewburgh-ny.gov		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		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:

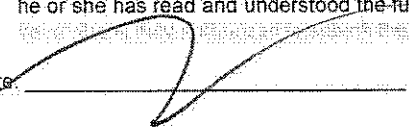
Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

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 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

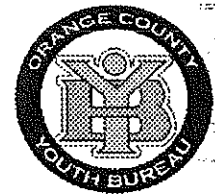
Title: Recreation Director

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

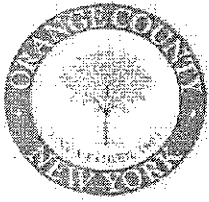
\$31,780.00

Cost per Participant *Enter the Total Number of Participants to be served

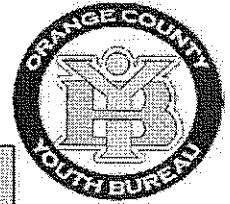
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	485.1634	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	317.8	Total YB Cost per Participant	0

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:

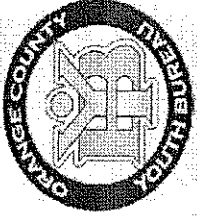
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$5,000.00	\$1,000.00	supplies for cooking class, food, water
\$5,000.00	\$5,000.00	Educational Field trips
\$5,000.00	\$1,000.00	Video games, pool tables, foosball
\$15,000.00	\$7,000.00	

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.



**ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS**

[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			
		TOTAL:			

RESOLUTION NO.: _____ - 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

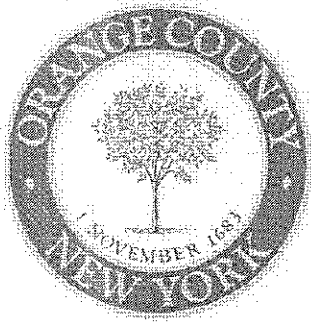
WHEREAS, the HYPE Program focuses on a variety of components to include homework help, mentoring, enrichment activities and daily recreation and is designed to enhance positive development of youth by teaching them to avoid substance abuse with increasing health and wellness behaviors by participating 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

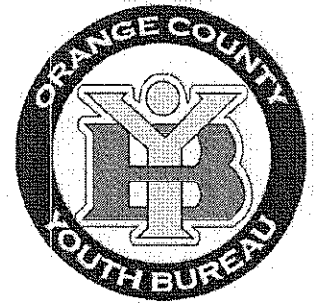
WHEREAS, no City matching funds is required; and

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:		E-Mail: dstanton@cityofnewburgh-ny.gov		Extension:	
		PERSON CONTACT: Print Name (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		HOURS OF OPERATION:			
Last Name: Kennedy		First Name: Judy		FROM: 8:00am	
Title: Mayor				TO: 4:00pm	
Phone Number(s): 845-569-7303		Extension:		☐ Daily ☐ Other (Explain)	
Fax Number: 845-569-7370					
E-Mail: jkennedy@cityofnewburgh-ny.gov					

Check if: ☐ Joint Program

1. Name of participating municipalities:

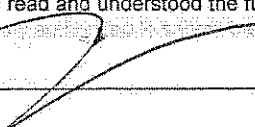
2. Name of primary disbursing municipality:

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. 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: <u>10</u> Black or African American: <u>25</u> Hispanic or Latino: <u>10</u> American Indian or Alaskan Native: _____
Asian: _____	Native Hawaiian or Other Pacific Islander: _____ Two or More Races: <u>5</u>

Target Population: (estimate projected whole numbers of youth for each category)

General: <u>45</u> Aging out of Foster Care: _____ Children of Incarcerated Parents: <u>5</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 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 linsence 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: _____

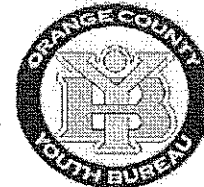
Print Name: Derrick Stanton

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

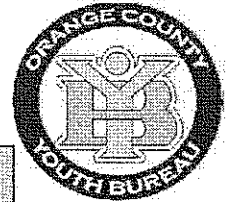
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	637.8	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	465	Total YB Cost per Participant	0

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:

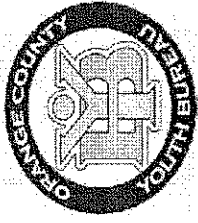
Total Amount	YB Funds Requested	ITEM DESCRIPTION Please complete for each line (Attach additional sheets if necessary)
\$10,000.00	\$7,000.00	supplies for cooking class, food, water
\$10,000.00	\$5,000.00	Educational Field trips
\$5,000.00	\$3,000.00	Video games, pool tables, foosball
\$25,000.00	\$15,000.00	

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.



ORANGE COUNTY YOUTH BUREAU
FISCAL DOCUMENTS

[illegible]



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		
		\$.00		
TOTAL:				

RESOLUTION NO.: _____ - 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

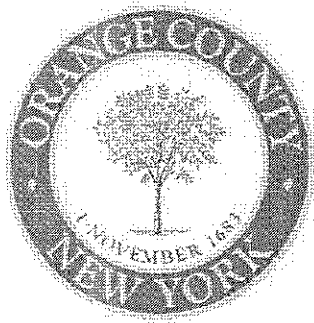
WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$2,160.00 for a Youth Soccer Program consisting of a fall/spring outdoor season and a winter indoor season; and

WHEREAS, funds will be utilized for the costs of referees; and

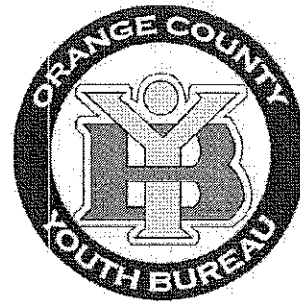
WHEREAS, no City matching funds is required; and

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		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:		E-Mail: dstanton@cityofnewburgh-ny.gov		Extension:	
		PERIOD OF ACTUAL PROGRAM OPERATION:			
City: Newburgh		State: NY		FROM: 6/26/2017 TO: 8/4/2017	
Zip Code: 12550					
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:

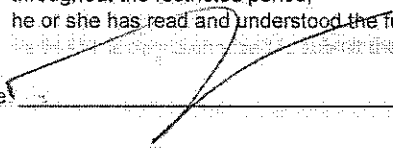
2. Name of primary disbursing municipality:

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: 60 Gender: Male: 50 Female: 10 Age: 0-4: 25 5-9: 35 10-14: _____ 15-17: _____ 18-20: _____
21+: _____

Ethnicity: White: 10 Black or African American: 10 Hispanic or Latino: 30 American Indian or Alaskan Native: _____
Asian: _____ Native Hawaiian or Other Pacific Islander: _____ Two or More Races: 10

Target Population: (estimate projected whole numbers of youth for each category)
General: 50 Aging out of Foster Care: _____ Children of Incarcerated Parents: 10 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 12550Program Offering/Component Name: Youth SoccerOperation 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: 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 7Average Attendance: 100Total Number of Adult Participants (21+) 0Site 2: Facility Name: **Heritage Middle School**Address: 405 Union Ave, New Windsor, NY 12553Program Offering/Component Name: Youth SoccerOperation 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 ☐SuTimes: 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 7Average Attendance: 100Total 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

6/1/2017

City of Newburgh

Youth Soccer Program

PERSONAL SERVICES: Meaning these people are employees of your municipality/agency and you are withholding tax.

[illegible]

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

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		\$27,458.88
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+ TOTAL YOUTH BUREAU FUNDS REQUESTED		\$2,160.00
--------------------------------------	--	------------

Cost per Participant *Enter the Total Number of Participants to be served

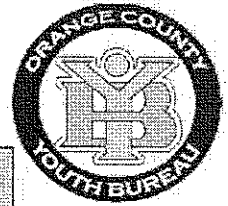
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	274.5888	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	21.6	Total YB Cost per Participant	0

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	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$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.

Program Name: City of Newburgh Youth Soccer Program

[illegible]

RESOLUTION NO.: _____ - 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

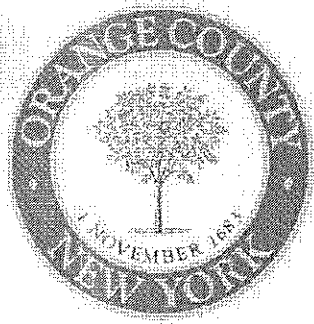
WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$25,920.00 for a Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees and a scorekeeper; and

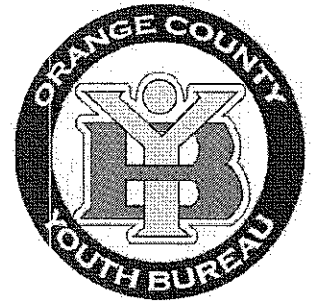
WHEREAS, no City matching funds are required; and

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:

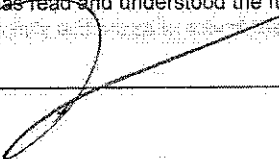
Does this business have a minority, women's, disadvantaged, or small business status? Yes ☐ No ☒

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

I hereby certify that I am authorized to sign this proposal 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.	1. Players will be required to attend weekly practices and games.	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.	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. Players will increase their knowledge of how to play in an organized basketball game with established rules and enforced by referees.	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.	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.	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 CenterAddress: 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 GymnasiumAddress: 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: _____

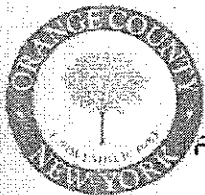
Applicant certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

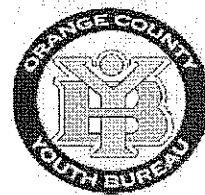
Print Name: Derrick Stanton

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

TOTAL PROGRAM AMOUNT

\$73,338.88

+ TOTAL YOUTH BUREAU FUNDS REQUESTED

\$25,920.00

Cost per Participant *Enter the Total Number of Participants to be served

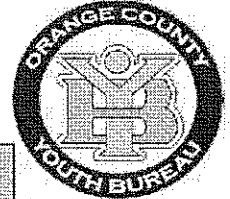
# of youth participants (up to 21)	100	# of adult participants (21+)	0
Total Budgeted Cost per Participant	733.3888	Total Budgeted Cost per Participant	0
Total YB Cost per Participant	259.2	Total YB Cost per Participant	0

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).....

3. TOTAL Maintenance and Operation:

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	

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 Year Around Basketball Program			
Position Title Each Title Must Be Exactly the Same as on the <i>Total Budget and Personnel: Qualifications and Duties</i> 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
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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	
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TOTAL:					

RESOLUTION NO.: _____ - 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.

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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. _____ - 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. _____ - 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.: _____ - 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.: _____ - 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;

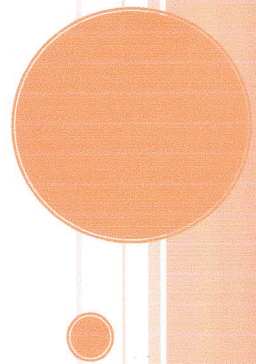
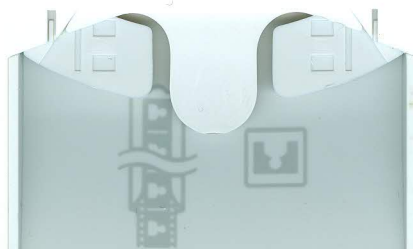
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Tashae Smith and her project partners be and are hereby authorized to install a Sound and Story sign marking the location of The Newburgh Colored School in the vicinity of Washington Street and Route 32 in the Delano-Hitch 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](#)



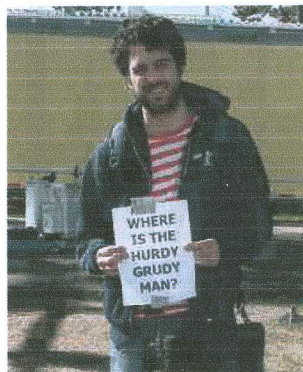
Director/Producer

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

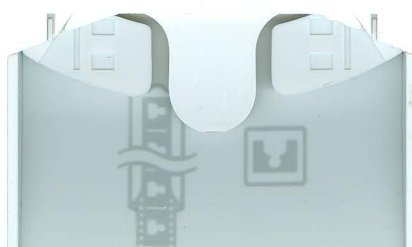
IN WASHINGTON'S SHADOW

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

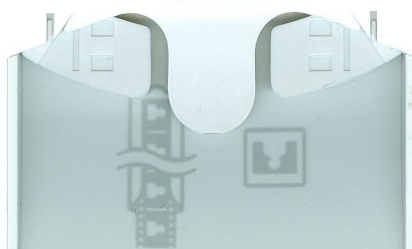
3] Those are the historic vibrations from over 100 years of music echoing from this location. From 1849 until it closed in 1952, Newburgh's residents studied music and dance at 93 Liberty Street.

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.

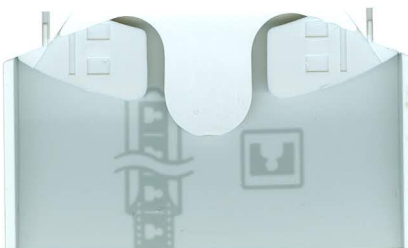
8] If you lived in the Hudson River Valley back in the late 1800s, chances are you were taught by one of the Alsdorf brothers.

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.*

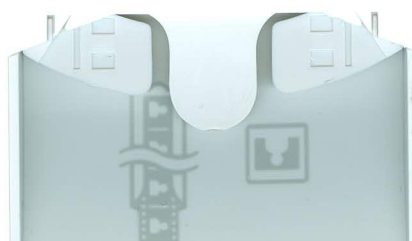
7] Mr. Alsdorf saw the opportunity a booming city like Newburgh offered and he and his family soon opened a men's clothing store, a catering business, a bakery, a tailoring shop, and a ladies hair salon and eventually a music academy.

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.

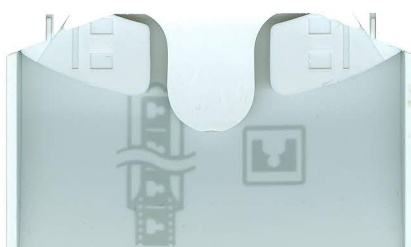
13] They were part of a secret network of stops along the Underground Railroad.

"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.

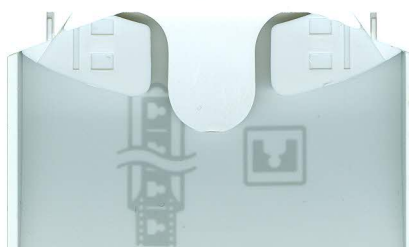
3] The Church's 185 year history has not been without struggle.

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.

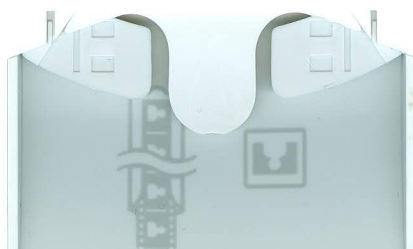
9] But rioters once again attacked the peaceful Watch Night Service. This time soldiers raced to the scene and dispersed the rioters.

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

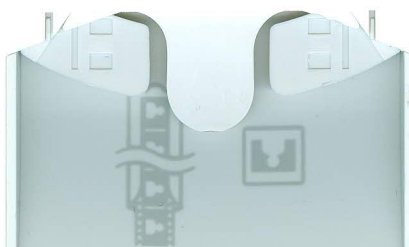


The Newburgh Colored School

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.**

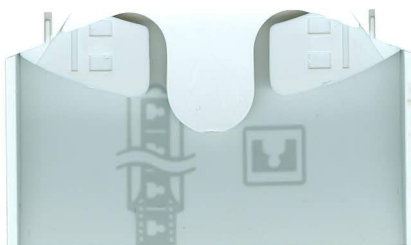


10] The Reverend Joseph P Thompson of the AME Zion Church down the street on Washington Street, was it leading trustee, the wealthy African-American Alsdorf family were dedicated benefactors.

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.

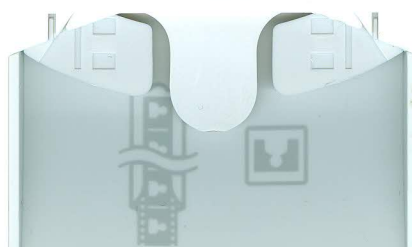
4] But Dubois Alsdorf, the son of a former slave, was determined that his children would have the same education as white children in Newburgh.

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:

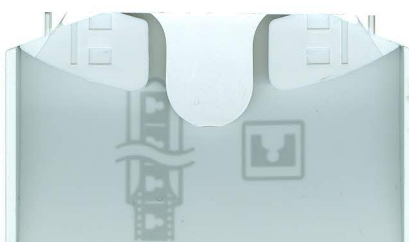
Male Voice: Resolved that the school heretofore set apart for colored children be discontinued, and all children of the proper school age be admitted to the schools of the city "without regard to race, color or previous conditions of servitude. "

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



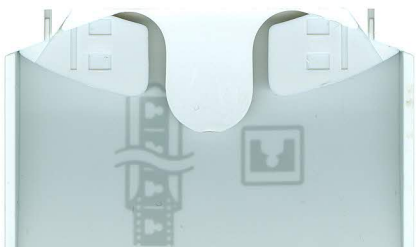
In Washington's Shadow- Written Consent

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. _____ - 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.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONTRACT C010219**

THIS CONTRACT is entered into by and between the New York State Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233 and the City of Newburgh (hereinafter referred to as Newburgh), having offices at 83 Broadway, Newburgh, New York 12550.

WITNESSETH:

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in Newburgh's water supply at levels in excess of the Environmental Protection Agency's (EPA) recently released lifetime health advisory level; and,

WHEREAS, it has been determined by Legislative findings under Article 15 of the Environmental Conservation Law (ECL) that the State has the sovereign power to regulate and control the water resources of the State; and,

WHEREAS, in recognition of power under ECL §15-0105.5, the use of water for domestic and municipal purposes shall have priority over all other purposes; and,

WHEREAS, there is a need to provide a temporary alternate source of drinking water to residents of Newburgh; and,

WHEREAS, Newburgh has access to New York City's Catskill Aqueduct as a backup source of drinking water; and,

WHEREAS, after fully examining all of its internal capabilities and thoroughly investigating possible alternative approaches, the Department has determined that this can best be accomplished through a Contract.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE 1: SCOPE

- A. Newburgh agrees to obtain water from the Catskill Aqueduct for the use of its customers. Payment for the water will be made by Newburgh to New York City pursuant to a separate agreement between Newburgh and New York City.
- B. The Department agrees to reimburse Newburgh for the actual cost of water purchased from New York City from the Catskill Aqueduct. Reimbursement shall be based upon Article 2 of this Contract.

ARTICLE 2: PAYMENT

- A. The Department shall pay to Newburgh and Newburgh shall accept from the Department as full compensation for the purpose defined herein an amount not to exceed \$8,500,000.
- B. Reimbursement will be made to Newburgh at the established New York City Water Board rates in effect at the time of usage.
- C. If the term of this Contract encompasses more than one State fiscal year, the Newburgh shall incur no costs hereunder in subsequent fiscal years without the express written authority of the Department.
- D. Newburgh will submit requests for payment, together with supporting documentation, to the Department. Request for payment must be submitted within 45 days of the end of each State fiscal year which is March 31. Failure to comply with this request or notify the Department in writing prior to March 31st regarding billing problems shall operate as a waiver by Newburgh for reimbursement by the Department.
- E. Payments for expenditures incurred under this contract will be rendered electronically to Newburgh unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Newburgh shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by e-mail at epayments@osc.state.ny.us. Newburgh acknowledges that it will not receive payment under this Contract if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

ARTICLE 3: TERM

- A. The term of this Contract shall be from June 1, 2016 to October 31, 2017. The Contract shall be effective upon approval by the Office of the State Comptroller.
- B. This Contract may be amended and/or extended for a maximum of two one year periods upon the mutual written consent of both parties and the approval of the Office of the State Comptroller.

ARTICLE 4: NOTICES

Wherever it is provided in this Contract that notice shall be given or other communications sent to the Department or Newburgh, such notices or communications shall be delivered or sent by First Class Mail to:

Department:

George Heitzman

Director, Remedial Bureau C

Division of Environmental Remediation

NYS Department of Environmental Conservation

625 Broadway

Albany, NY 12233-7014

Telephone Number: (518) 402-9662

E-Mail: george.heizman@dec.ny.gov

Newburgh:

Kathryn Mack

City of Newburgh Comptroller

83 Broadway

Newburgh, NY 12550

Telephone Number: (845) 569-7360

E-Mail: kmack@cityofnewburgh-ny.gov

ARTICLE 5: LIABILITY

Newburgh shall be responsible for all damage to life and property due to activities of Newburgh, its subcontractors, agents, or employees, in connection with its Services under this Contract, and this obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that Newburgh shall indemnify and save harmless the Department, its officers, employees, agents, and assigns in accordance with the provisions of Appendix B, Clause II.

Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against Newburgh or the State of New York beyond such as may legally exist irrespective of this Article or this Contract.

ARTICLE 6: DEFAULT AND TERMINATION

A. The Department shall have the right to postpone, suspend, abandon, or terminate this Contract, and such actions shall in no event be deemed a breach of Contract. In any of these events, the Department shall make settlement with Newburgh upon an equitable basis as determined by the Department, which shall fix the value of the work which was performed by the Newburgh prior to the postponement, suspension, abandonment, or termination of the Contract.

B. The State shall have the right to terminate this Contract for:

- 1) unavailability of funds
- 2) cause

- a) If the Department determines that Newburgh has breached a material term of this Contract, it shall issue a written notice, providing Newburgh with 10 days to correct the defect. If Newburgh fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by the Department, the Department may terminate this Contract for cause.

- 3) convenience

- a) If the termination is for the convenience of the Department, and is not brought about as a result of unsatisfactory performance on the part of Newburgh, the Department shall pay for the usage incurred up to the date of termination.

ARTICLE 7: STANDARD CONTRACT CLAUSES

Newburgh will be required to comply with all of the mandatory New York State and Department contracting provisions contained in the following two attached documents:

Appendix A - Standard Clauses for All New York State Contracts;
Appendix B - Standard Clauses for All NYSDEC Contracts.

ARTICLE 8: ENTIRE CONTRACT

This Contract consists of the following documents in the following order of precedence.

1. Appendix A
2. Appendix B
3. The Contract

ARTICLE 9: AFFIRMATIVE ACTION REQUIREMENTS

Newburgh must make good faith efforts to subcontract an overall goal of 0% of the contract amount to Minority and Women Owned Business Enterprises (M/WBE's). Newburgh must make good faith efforts to employ 10 % minority group members and 10 % women for a portion of the workforce hours required to perform the work under this contract. Appendix B further defines the M/WBE and EEO provisions required by Executive Law, Article 15A.

ARTICLE 10: INSURANCE CONSIDERATIONS

Newburgh agrees to procure and maintain at its own expense and without expense to the Department Worker's Compensation Insurance and Disability Benefits by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

Newburgh shall furnish a certificate or certificates showing that it has complied with the Worker's Compensation and Disability Benefits requirements of this Article detailed below. The certificate or certificates shall provide that:

- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department.
- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Division of Environmental Remediation, Bureau of Program Management, 625 Broadway, Albany, NY 12233-7012, as certificate holder.
- This Contract shall be void and of no effect unless Newburgh procures the required insurance policies and maintains them until acceptance/completion of the work, whichever event is later.
- Newburgh shall require that any subcontractors hired, carry insurance with the same provisions as provided herein. Newburgh will maintain the certificate or certificates for all subcontractors hired as part of Newburgh's records.

The Department has reviewed the scope of work being accomplished under this contract and has determined that it will rely on the standard operating procedures and good business practices of Newburgh with respect to securing all appropriate types and amounts of liability insurance and appropriate endorsements. The Department waives its standard requirements for liability insurance certificates, endorsements, and supporting documentation for this Contract.

The following types of insurance are required for this Contract:

1. Workers' Compensation:

For work to be performed in New York State, Newburgh shall provide and maintain full New York State (NYS) listed in item 3a of the policy's Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance

CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)
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All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:

<http://www.web.ny.gov/content/main/Employers/Employers.jsp>

2. Disability Benefits:

For work to be performed in New York State, Newburgh shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.

Additional information can be obtained at the Workers' Compensation website:

<http://www.web.ny.gov/content/main/Employers/Employers.jsp>

ARTICLE 11: SEVERABILITY

If any part of this Contract is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Contract, and the remaining parts of this Contract shall be enforced as if the invalid, illegal or unenforceable part were not contained therein.

ARTICLE 12: FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of lands or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes or the delay or failure to perform by any subcontractor by reason of any cause or circumstances beyond the reasonable control of such subcontractor.

ARTICLE 13: COMPLIANCE WITH LAWS

Newburgh agrees to comply with the provisions of the Labor Law and all State and Federal laws, local statutes, ordinances, and regulations that are applicable to the performance of this Contract.

Contract C010219

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

NEWBURGH SIGNATURE
By:
Print Name:
Title:
Dated:

DEPARTMENT SIGNATURE
By:
Print Name:
Title:
Dated:

ATTORNEY GENERAL SIGNATURE
Approved as to Form:
Dated:

COMPTROLLER SIGNATURE
Approved: Thomas P. DiNapoli State Comptroller
Dated:

Newburgh Acknowledgement

State of _____)
County of _____) ss.:
_____)

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

Notary Public

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, licensee, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycorps.com/FrontEnd/VendorSearchPUBlic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

APPENDIX B

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

I. **Postponement, suspension, abandonment or termination by the Department:**

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

III. **Conflict of Interest**

(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has

developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

IV. Requests for Payment All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Laura Zeppetelli, Bureau Director

(Name and Title)

NYS Dept of Environmental Conservation - Remediation
625 Broadway, 12th Fl, Albany, NY 12233-7012

(Address)

(518) 402-9764

(Telephone)

The designated appeal individual to review decisions is:

Michael Ryan, Asst. Division Director

(Name and Title)

NYS Dept of Environmental Conservation - Remediation
625 Broadway, 12th Fl, Albany, NY 12233-7011

(Address)

(518) 402-9706

(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation

Nancy W. Lussier Chair

Contract Review Committee

625 Broadway, 10th Floor

Albany, NY 12233-5010

Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAL; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.

X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII. **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**
If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringing suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.
- (4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

XVI. Force Majeure The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

XVII. Freedom of Information Requests The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release

and to support its position.

XVIII. Precedence In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

XIX. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

(1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department", to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

<https://ny.newmycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

(c) Equal Employment Opportunity (EEO)

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the

areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(ii) Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

- e. EEO Contract Goals for the purposes of this procurement, the Department hereby establishes a goal of 10% Minority Labor Force Participation, 10% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (2) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) M/WBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an M/WBE Utilization Plan either prior to, or at the time of, the execution of the contract.

- (2) Contractor agrees to use such M/WBE Utilization Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.

- (3) Contractor further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at
<http://www.dec.ny.gov/about/48854.html>



CITY OF NEWBURGH

City Hall - 83 Broadway
Newburgh, New York 12550
Phone: 845-569-7301
Facsimile: 845-569-7370

Michael G. Ciaravino, City Manager

July 1, 2016

George Heitzman
Director, Remedial Bureau C
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7012

Gregory Scott
Environmental Program Specialist 2
Bureau of Contract & Grant Development
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-7012

Re: Ongoing PFOS Contamination of Washington Lake; Backup Water
Supplies Cost of Water; Contract No. C010219

Dear Mr. Heitzman and Mr. Scott:

Thank you for forwarding the draft contract between NYS DEC and the City of Newburgh regarding the payment for the City's cost of water from the Catskill Aqueduct. We have prepared the following comments.

Article 1 par. A: Change par. A to read as follows:

A. Newburgh agrees to accept financial assistance from the Department pursuant to this agreement for the direct costs of providing a temporary alternative water supply from the Catskill Aqueduct for the use of Newburgh's customers. Payment to New York City will be pursuant to a separate agreement between Newburgh and New York City for the use of such water supply.

Add a new Par. C to Article 1:

C. Nothing in this agreement shall limit the right of the City to seek additional compensation or reimbursement in connection with PFOS remediation expenses and related costs. Nothing in this agreement is intended to obligate Newburgh to indemnify the State or any other party with respect to the PFOS contamination.

Article 2 par. A: Change \$8.5M to \$11,500,000, based on an estimated June payment of \$451,961 and an estimated monthly payment of \$613,333 from July 1, 2016 through Dec. 31, 2017.

Article 2 Par. B, change "reimbursement" to "payment."

Article 2 par. D: Insert the following at the beginning of the paragraph:

Requests for payment may include direction by Newburgh to make payment directly to NYS DEP. The Department shall make payment to or for the account of Newburgh on a monthly basis not more than 15 days after submission of approval by Newburgh of each NYSDEP invoice, with concurrent advice of payment to Newburgh.

Article 9: Delete 10% requirement and related reporting.

We have asked that the language in the contract be modified to recognize expressly the limited purpose of this payment agreement, which does not address other potential costs and obligations the City has and will continue to incur as a result of the PFOS contamination. We will forward an update regarding those costs under separate cover.

We have asked that the MWBE language be modified. The City should not be required to incur additional monthly reporting requirements and there will be no staffing associated with the costs paid under the contract. Contract funds will all be paid over to NYC DEP for the water usage charge.

As you are aware, the City's cash flow capacity is limited. It is essential that the contract provide for direct timely payment of the NYC DEP invoices rather than requiring the City of Newburgh to pay this cost and seek reimbursement. The City's entire water fund budget for 2016 is \$6,083,721, and the estimated monthly expenditure for the NYC DEP water charges is \$613,333. We appreciate your assistance with coordinating the NYC DEP payment requirements and contract payments so that the water costs do not impose a burden on the City residents.

The City will be presenting the draft contract with our comments to the City Council at their meeting on Thursday, July 7. It would be extremely helpful if we could have your revised contract available prior to that meeting so that we can conclude the City's approval process.

We also call your attention to Section 293.38 of the City's Administrative Code, which requires the City to impose a surcharge on its residents in the event that the City is required to obtain water from the Catskill Aqueduct. It is essential that the contract for payment of NYC water charges be executed as soon as possible in order to avoid imposing this charge on our residents. We understand that you will need to seek approval

of the NYS Comptroller in order to execute the contract, and we ask for your assistance in promptly processing the State's approvals.

We thank you for your assistance and attention. We look forward to concluding this contract promptly.

Sincerely,

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke at the end.

Michael G. Ciaravino
City Manager, Newburgh, New York

cc: Kathryn Mack, Acting City Comptroller
Jason Morris, City Engineer
Michelle Kelson, Corporation Counsel
Thomas Scaglione, Governor's Office
Robert Schick, Division of Environmental Remediation
James Tierney, Division of Water
Judith Enck, Regional Administrator, EPA
Kelly Turturro, Acting Regional Director, DEC Region 3

RESOLUTION NO.: _____ - 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 three-story building that will consist of a community space on the first floor and four apartments on the second and third floors; 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.

RESOLUTION NO.: _____ - 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 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 on October 18, 2015;

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 14, 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:

Kathryn Mack, Acting City Comptroller

Approved as to Form:

Michelle Kelson, Corporation Counsel

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

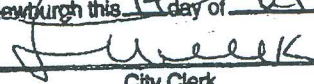
WHEREAS, a copy of such License Agreement is annexed hereto and made a part of this resolution; and

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.

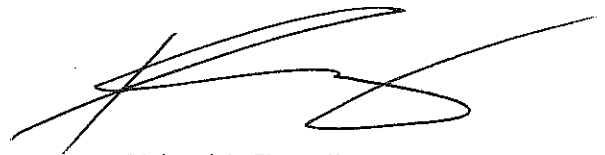
My clients ask that the City of Newburgh immediately force its tenants, clients, and guests to comply with legal decibel limits. Should the Armory fail to enforce such policies, my clients fully intend to pursue every available legal avenue.

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

Conservation Advisory Council | City of Newburgh, New York

123 Grand Street, Newburgh, New York, 12550

Phone: (845) 569-7366 www.cityofnewburgh-ny.gov/conservation-advisory-council

Council Members:

Richard Harper, Chairman
C. Kippy Boyle
Deborah Dresser
Gail Fulton
Karen McCarthy
Phil Prinzivalli
Chuck Thomas



June 2, 2016

Transmitted by email

Mayor Kennedy & Council Members
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: Resignation from CAC

Dear Mayor and Council Members:

I am writing to announce my resignation from the Conservation Advisory Council effective immediately. My wife, Paula, and I are relocating to New Mexico in August.

In order to provide time to find a replacement member to serve out the remainder of my two-year term, as well as put thought into who will step in as chairman, the CAC members were informed in April. It is my understanding that Marcel Barrick has submitted his letter of interest to be considered for a seat on the CAC. Marcel has been attending our meetings since last year and has contributed significantly to our work. I would strongly encourage your confirmation of his membership.

As for who will become chairman, the CAC will issue a letter of recommendation within the next few weeks. I also encourage your acceptance of that recommendation, as this has been, from its very inception, a hard working, intelligent and thoughtful board. No doubt, the person chosen from this group will serve effectively.

We have accomplished a great deal in the short two-and-a-half years, thanks primarily to a handful of volunteers who are always "on the job." They are passionate about this city and the natural resources for which we advocate. This CAC has set the standard for proactive engagement and activism. We are talked about around the state and region in positive terms. I ask that you look closely at the asset you have in volunteers on these land use boards and value that asset accordingly. The level of expertise and passion in these individuals is exemplary. I also applaud the staff for their willingness to communicate and value the work of the CAC. An advisory board, such as the CAC, can be effective only if it is respected.

Thank you for the opportunity to be of service. Thank you for your support of our various recommendations.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard Harper".

Richard Harper, Chairman

Cc: Michael Ciaravino, City Manager

I, Marcel Barrick have a strong interest in joining the Conservation Advisory Council in the City of Newburgh. The Conservation Advisory Council was created in 2013 to advocate for all of the City's natural resources, including open spaces, wetlands, drinking water sources, the urban forest, coastal areas and air quality, and I strongly support these activities.

Besides being a concerned resident of the City of Newburgh, I feel I can be helpful sitting on the Conservation Advisory Council because I understand much of the science behind natural resource management and have experience working in agriculture and agricultural research, as well as having a love for a healthy, safe environment. I grew up in a rural area in the Bay Area in California and developed a love for the natural world and gardening early on. Over the years of living in Northern California, Idaho, Arizona and New Mexico and learned much about ecosystems from living in these diverse landscapes. In 2004 I received an Master of Science degree in Horticulture from New Mexico State University where my research was conducted using native plants in arid ecosystems for sustainable agriculture; which is a good analogue for the natural world. After graduating, I worked for the New Mexico Cooperative Extension Service helping to evaluate water saving irrigation techniques in the southwest and evaluating drought and salt resistant varieties of landscape plants in New Mexico, skills and experience particularly relevant today under our current water restrictions in Newburgh.

Today I'm the manager of the Downing Park Urban Farm here in the City of Newburgh. One of the goals of the Downing Park Urban Farm is to teach the importance of a healthy urban ecosystem using urban farming as the context. As we develop our programs at the Downing Park Urban Farm we hope to educate and inspire residents of Newburgh to take responsibility for their environment, not just to eat and grow healthy food for themselves, but I also to broaden the scope of their idea of what a health urban environment looks like, and does Newburgh fit that vision? Over the past year I have sat in on many of the CAC's monthly meetings and I feel the CAC is exactly in line with these goals, as well as my personal goals to be of service to, and protect the conditions that create and sustain a healthy environment, so therefore I respectfully ask to be seated on the Conservation Advisory Council when the next available position is open.

Sincerely,

--

Marcel Barrick
Manager
Downing Park Urban Farm
marcel@downingparkurbanfarm.org
www.downingparkurbanfarm.org
instagram @dpurbanfarm
Facebook dpurbanfarm