

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 25, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/ Rezo

The Prayer was led by Elder Jessie Howard from Cross International Ministries followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia (arrived after Roll Call at 7:20 p.m.), Councilwoman Rayford - 7

COMMUNICATIONS

Approval of the minutes of the meeting of January 11, 2016 / Aprobación del acta de la reunión del 11 de enero del 2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Rayford, Kennedy - 6

Carried

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

City Manager, Michael Ciaravino gave an update on some key highlights and progress in City Departments.

PRESENTATIONS

Safe Harbors Presentation on the Urban Green Project/ Presentación de Safe Harbors sobre el Proyecto Verde Urbano

Lisa Silverstone, Executive Director for Safe Harbors of the Hudson, gave a presentation on a very exciting project called the Safe Harbors Green and they plan to break ground on

May 2nd. The Park will include full ADA accessibility with solar lighting, a storm water garden and benches and this space will also be used for public performances and community celebrations. The Press Conference will be held on Wednesday, February 17th at 3:00 p.m. under the Marquee and all are invited to attend.

Brian Quinn, Landscape Designer, showed some slides of the design plans for the Park and the landscape.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Omari Shakur, City of Newburgh, asked about Resolutions #17, #18 and #19-2016 for Police and Fireboats. The Police and Fire Departments take up forty-five percent of our Budget now so they are well taken care of but what about our community and our children? Our priorities right now should be getting this City back on track and we can't do that when the Police and Fire Departments are taking all of the money out of the City's Budget.

Janet Gianopoulos, City of Newburgh, also questioned Resolutions #17, #18 and #19-2016. She asked what kind of responsibility are citizens claiming regarding our waterways? Are we the police of our waterways in this Region? In regard to the Safe Harbors property, she feels that the sketches look great and that this is a good plan with a timeframe. The Safe Harbors Project is a good model but what are our plans for this year? The City Manager gives us a good indication at each meeting but a plan is needed.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Mayor Kennedy said to clarify Resolutions #17, #18 and #19-2016 concerning the Police and Fireboats that we have had a Fireboat that was put together from a regular boat for a long time but this is a real Fireboat which is being paid for through a FEMA Grant.

Acting Fire Chief, Terry Ahlers, said that the majority of the boat will be paid for through a Grant with a twenty five percent match and we were able to get donations from various donors in the amount of \$10,0000.00. Our old boat has reached the end of its lifespan and this new one has a twenty four person capacity so with the cruise ships that dock here we will be ready to evacuate if need be. We have also teamed up with the Police Department as their boat is no longer utilized.

Mayor Kennedy said that she was surprised to hear that during the summer months these boats are used several times a week.

Terry Ahlers said that they are out several times a week and on the weekends in the summer due to the numerous pleasure crafts.

Councilwoman Abrams said that if anything happened with these "bomb" trains coming through the City carrying volatile oils then they could be sprayed with foam from the river.

This could be a major help to saving lives in the City.

Councilman Harvey asked some tough questions at the Work Session and he knows that the Chief spoke about some of the concerns with public safety. On our Waterfront businesses are picking up and we are seeing a lot of activity on the waterways so he feels that these are very significant to have in place for public safety.

Mayor Kennedy noted that \$10,000.00 is coming out of our City Budget and it will be used frequently all summer long. Our City is a river city so we have to manage the river and make it safe. This appears to be a really good option and they are selling the old boats and using that money towards the new one. This will create much more safety. This Grant was from FEMA and it could not be used on something else. It is for that specific purpose only.

Councilwoman Rayord said that they had concerns about the safety of our community. Not only do the Police and Fire work diligently at trying to keep us safe they also work with the Coast Guard. They are managing the waterways here and they have to deal with drunk driving while boating. We also had a couple of suicides here and with these boats maybe we could prevent that or help so we need them.

Councilwoman Angelo said that she has a list that was given to the Council at the Work Session with all of the additional funding and she will leave it on the table if anyone wishes to see it.

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

CITY MANAGER'S REPORT

Resolution No. 15 - 2016 - Declaring a Negative Declaration for the South Street Park Project

Mayor Kennedy noted that a Negative Declaration is a declaration that says there are no problems with this.

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

Resolution No. 16 - 2016 - Pitney Bowes Mail Meter Lease

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

Resolution No. 17 - 2016 - Surplus Equipment - Fire boat (Asst. Chief Ahlers, Asst. Chief Petricek,

& John Aber)

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

Resolution No. 18, 2016 - Surplus Police Boat

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

Resolution No. 19 - 2016 Fire Department Boat Bid (Assistant Chief Petricek & John Aber)

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

Resolution No. 20 - 2016 - Full time Laborer DPW

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

Resolution No. 21 - 2016 Part time Admin Asst. Executive Office

Councilwoman Holmes asked how long this person will be part-time and what is the salary?

City Manager, Michael Ciaravino, said that the salary will be the same hourly rate. His right hand is moving on so they are working desperately to fill that vacancy. In the meantime, he asked a very valued employee to stay on in a part-time capacity to help with the transition and training. He hopes that within thirty to sixty days they will have made a selection and she has graciously offered her time so they will be able to train a new person.

Councilwoman Holmes asked what the hourly rate is.

City Manager, Michael Ciaravino said that the hourly rate is the reduced rate that she was earning for the beginning of this year. She also will not be receiving benefits.

Councilwoman Holmes said that there was two weeks notice so why couldn't we train someone in that time?

City Manager, Michael Ciaravino, said that they need to hire someone. The Council has a policy that requires a job to be posted and advertised for so what they did was make a temporary interim arrangement with someone from the Building Department to assist.

Councilwoman Holmes again asked then why didn't they train this person during that two weeks time?

Mayor Kennedy said that she was trained the best they could in two weeks.

Councilwoman Holmes said that when Ann Kuzmik left the other person was trained in only one week.

Mayor Kennedy said that we have a person from the Building Department over here learning the best she can. The person who left was a highly qualified Executive Assistant and she left as a result of last year's Council reducing the wages of three people. Someone else snatched her up but she has agreed to come back and help us until we get someone more permanent. We have an interim person who came over who is trying to do her job as well as learning as much as she can in the interim.

Councilman Harvey said that this is just a temporary situation so what is the time line anticipated before hiring someone else and getting them trained?

City Manager, Michael Ciaravino clarified that the person helping now is from the Building Department and he doesn't want to spread that department any thinner than it is by taking this person all the time. He hopes that the total turnaround will be in sixty days but this person is highly qualified and although she already has another full time position she has graciously agreed to help with this transition for the office.

Councilman Harvey asked the City Manager on a scale of one to ten what would he say the necessity is? Ten being highly needed and one being not needed.

City Manager, Michael Ciaravino responded that it is a ten as it is highly needed.

Councilwoman Holmes asked if the person from the Building Department who is Union will be Non-Bargaining for the interim time.

City Manager, Michael Ciaravino said that people from all of the departments who are Non-Bargaining will be helping on an as needed basis but one of the biggest time shared will be by this person from the Building Department. He is doing this on an emergency basis to maintain functions of the City, answer the phones, address citizen complaints and work with department heads to assure that we are being responsive to the needs of the community as well as be able to speak in both English and Spanish. This is a temporary assignment so he has been informed that for all of the work that all of the Union positions will be performing there is not a change of status.

Councilwoman Rayford asked if others in the office could be cross trained.

City Manager, Michael Ciaravino said that they are already at capacity and with the volume of work that is done in that office they cannot maintain with this loss so they are spreading the work amongst the other departments.

Mayor Kennedy reminded everyone that they laid off about one hundred people back in 2010 when the City hit bottom so every department is operating under capacity with the amount work that needs to get done. With the loss of this person they need to find someone to assist with the Latino community. The phone there rings all day long as every problem that is known to man comes through there so they are always directing calls.

Councilwoman Holmes noted that there is another Latino in that office who answers the

phones.

Councilman Harvey asked if this position will effect the Budget negatively.

City Manager, Michael Ciaravino responded that it does not because this person left their full time employment. Until we hire someone for the full time position there will continue to be an accrual of savings. He is hoping to give the Council specific numbers as early as the next Work Session on how much has been expended and how much is now accruing. As people come from different departments we have to account for that and he expects that we will have a surplus of funds.

Councilman Harvey asked, *"If you hire someone full time in 60 days and the part time person stays on to train them then there will be savings accrued to cover that?"*

City Manager, Michael Ciaravino responded with a, *"Yes"*.

Councilwoman Angelo said, *"They want to bring back the person who just resigned part-time? She will be voting no for this."*

Councilwoman Mejia said that this is a Non-Bargaining position and since she has been on the Council she has observed this desire to go above and beyond the call of duty in their job descriptions which speaks volumes to the type of environment that we are trying to create. In regard to the position that they are talking about, she doesn't want to cripple the Executive Branch any further than they did last year so she will be fully supporting this. Despite the ups and downs that we have as a community whether you have been here for generations or you just got here there is something about this City that once it grabs your heart its got you. If you resigned on Friday and you see all of the projects that will be left open you want to help out. She has never experienced that in any other organization or city before so she will be supporting this.

Councilwoman Holmes said that she agrees but there is another person who is an Assistant to the Mayor and she works voluntarily for nothing. She doesn't feel good with this resolution because she knows that when you fill in as an Interim then you get that Interim pay. These people are not going to get that Interim pay because they are Union people getting Union pay so they will be getting flip flopped around. She believes that you can't take a Union person who makes \$30,000.00 and put them into a \$42,000.00 Non-Bargaining job according to Civil Service. If she could hear a legal opinion on that or see some documentation then she will fully support it. According to Civil Service Law, from what she knows, if you put someone in that position then you have to pay them what the person who left was making. If she is wrong she would appreciate someone telling her.

Councilwoman Mejia, feels that they can easily track the number of hours that they are working in that category so she would be fully supportive but she does not know all of the Civil Service laws.

Mayor Kennedy said that they need help from someone with experience to help with this transition and she is grateful that this individual is willing to help with that whenever she can. With all of our technology and tracking we will know how many hours they are working so it is not that much of a problem to pay them two different rates depending on

which job they are working at.

Councilwoman Holmes said that until she gets documentation she will not be supporting this.

Councilwoman Abrams moved and Councilwoman Mejia seconded.

Ayes: Abrams, Harvey, Mejia, Kennedy - 4

Nays: Angelo, Holmes, Rayford-3

Adopted

Resolution No. 22 - 2016 - 210 Mill St. Authorizing Addendum to Option Contract & Lease w/ Frederick Visconti Jr

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 23 - 2016 - City of Newburgh with MESH Realty

Councilwoman Rayford said that she had asked for a list of properties and how much rent was being given to Mesh Realty but did not receive anything.

Corporation Counsel, Michelle Kelson noted that the list of properties is attached to the resolution.

Councilwoman Rayford said that she found a lot of buildings that were abandoned and some are lots so she wants to know what is really going on.

Councilwoman Holmes said that Councilwoman Rayford wants to know if they are being rented or not so she needs the Excel Spreadsheet showing what we are getting for these buildings. At the last Work Session they were told that this information would be given to them but it was not received.

Deirdre Glenn, Planning and Development Director was not aware that the information was to be delivered right now but reports go to numerous offices and she can go get them right now and the Council can table this for the next meeting if they want.

Mayor Kennedy said that the list is flexible as properties are sold and new ones are added so whatever list they get today is a snapshot in time because next week it will change.

Councilwoman Holmes said that is fine but if they had received the list when it was asked for then they could have proceeded with the vote.

Councilman Harvey added that they would be able to make an informed decision about this.

Mayor Kennedy said she believes this is a resolution to continue the agreement with Mesh Realty and no matter what the list looks like we cannot take this job back on ourselves. We were losing hundreds of thousands of dollars before we had a professional Property Manager in place.

Councilwoman Holmes asked if they could make a motion to table this.

Councilman Harvey noted that Councilwoman Rayford made a request at our Work Session on Thursday and they wanted time to be able to look it over.

Councilman Harvey moved and Councilwoman Holmes seconded that the resolution be tabled.

Ayes - Councilman Harvey, Councilwoman Holmes, Councilwoman Rayford - 3

Nays - Councilwoman Abrams, Councilwoman Angelo, Councilwoman Mejia, Mayor Kennedy-4

DEFEATED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Mejia, Kennedy - 4

Nays: Harvey, Holmes, Rayford-3

Adopted

Resolution No. 24 - 2016 - Release for 119 Montgomery St.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 25 - 2016 - Extension to close on 169 Prospect

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Resolution No. 26 - 2016 - Bay View & Quassaick Creek

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 27 - 2016 - Purchase of 169 1/2 Liberty Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 28 - 2016 - Purchase of 91 Mill Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

NEW BUSINESS

Mayor Kennedy said that at the next Work Session she wants to review our Snow Emergency Policy and process and traffic control on several streets as well as set a date for the State of the City Address. They also need to know ahead of time where we are going to be paving the roads this year.

Councilwoman Holmes asked about PCRAB and wants it to be on the next meeting to see about filling vacancies.

Councilwoman Mejia said that she has three candidates that she is meeting with.

Councilwoman Holmes added that she asked about the Newburgh Housing Authority but has not received a response.

Michelle Kelson, Corporation Counsel said that she did not receive anything regarding the Housing Authority.

Councilwoman Holmes continued that she still wants to discuss the Police Community Relations Board and get some type of feedback on how they are doing.

Michelle Kelson, Corporation Counsel said that the next meeting for the Police Community Relations Board is scheduled for Wednesday night at 7:00 p.m. and she is struggling to get a quorum.

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

OLD BUSINESS

Councilwoman Abrams said that they were going to have a Capital Budget presented tonight and one of the items on that is the Mill Street Bridge for \$200,000.00 which is a lot of money. What if we just took that bridge out and made a pedestrian park area there?

Jason Morris, City Engineer said that one of the implications of not fixing that bridge is that the West Trunk Sewer Main is directly behind pier number five and should that pier fail the sewer main would also potentially fail. You need to stabilize that pier in order to secure the stability of the sewer main.

Councilwoman Abrams added that whether or not that is used as a vehicular bridge we still have to spend this amount of money to repair the damage.

Councilwoman Holmes asked if they would be discussing this again because she sees that the telemetry equipment still on. Didn't they take that off last year?

Jason Morris, City Engineer said that the sewer telemetry is not on the Capital Plan as it has to do with monitoring our sewer regulators and manholes to make us aware of overflow conditions. The \$350,000.00 for the Asset Management Software and equipment is for a sewer camera truck and the Asset Management Software to keep track of the data we get from that truck. This way we can keep track of the sewers and their conditions so we can repair them before they collapse.

Mayor Kennedy said that they will put the Capital Plan back on for the next meeting.

Jason Morris, City Engineer said that one of the reasons they had to pull it off is because they have one remaining item to take care of and that requires an additional resolution which will be on for the next meeting.

Councilman Harvey asked if they completed what they needed to move forward.

Jason Morris, City Engineer said that they need an additional resolution declaring the Bridge Project as a Type II Action. That has not had a SEQRA determination yet so they need a new resolution to be put on the next Agenda which is why they are holding off on the Capital Plan until the next meeting.

Councilman Harvey said that someone made a comment earlier about a plan for Newburgh to move forward and this may possibly be part of that plan.

Mayor Kennedy said that the Master Plan, which was approved in 2008, is the vision of where the City is going and it has to be updated. The Capital Plan has been more focused on creating safety in the city versus economic development because of the tremendous amount of safety issues with our bridges and old buildings falling down. We are stuck with these infrastructure issues and it falls on this Council to bite the bullet and deal with these issues.

Councilwoman Rayford said that her concern is job creation. Is there a new position in the Budget for a new Tree Trimmer?

City Manager, Michael Ciaravino responded that that was budgeted for last year.

Councilwoman Rayford asked if we have a Grant Coordinator yet.

City Manager, Michael Ciaravino answered that we do not and we have not had time to start the interviewing process. There are a number of vacancies that are open all at the same time.

Councilwoman Rayford asked if they could get a list of those vacancies?

City Manager, Michael Ciaravino responded, "*Absolutely, our Civil Service Office has it.*"

Councilman Harvey asked if the announcement already went out for the Grant Writer.

City Manager, Michael Ciaravino said that the postings are downstairs and online. It is his understanding that a lot of resume's have come in as we have openings in almost all of the departments.

Councilman Harvey said that the Grant Writer position is very high on their priority list along with the research on the surveillance cameras.

City Manager, Michael Ciaravino said that they are putting together a committee to work on that. He wanted to clarify that it is a Grant Coordinator position and with staff shortages many departments have been going after things that address their needs. Many are doing this voluntarily as it is not in their job title but they have a can do, pull together spirit. They are trying to do this in the bare bones way to address all of the needs.

Mayor Kennedy added that we may get a Grant but understand that in the years past not all Grants were collected on. Every step along the way it has to follow the Grant exactly as it's written or you don't get the money. All the invoices, parts and pieces have to be tracked and turned back in. The former Grant Coordinator retrieved money owed to us that totaled well over one million dollars. They will also have to work with the other departments to make sure all of these invoices are followed and tracked which is a huge paperwork nightmare.

Councilman Harvey added that in the 2016 Budget there is about \$560,000.00 for road repavement and asked for a timeline and which roads DPW is looking to target.

City Manager, Michael Ciaravino said that they are putting together a comprehensive assessment showing which roads are in the worst shape. Their goal is to do the usual spring work first and get a handle on the grass cutting as well as install wildflower demonstration areas. Once they get a handle on that they hope to report to the Council what their plans is based on the assessment. He is hoping to have something at a Work Session by late February, early March.

Mayor Kennedy said that they have money in the Budget for a HR position so has it been advertised for?

Michelle Kelson, Corporation Counsel said that there is a title and budget but they need to do some leg work in house before that position can be advertised.

Mayor Kennedy said that she would be glad to help with that and collect information from our sister cities to get this going. One of the key issues we have in this City relates to the fact that we don't have an HR person.

Councilwoman Rayford said that it is her understating that a resolution is required for any job creation.

Corporation Counsel, Michelle Kelson said that the title was already approved in the 2016 Personnel Services Book and there is an allocation to fund the salary and benefits for that position. That was approved as part of the 2016 Budget package but since it's a brand

new position and title in the City of Newburgh there has to be a job specification and that has to be approved by the Civil Service Commission. We went through this process last year for the Land Use Board Secretary which was a new title approved in the 2015 Budget. Staff worked hard to create a job specification and qualifications and then it was presented to the Civil Service Commission and they adopted it. The position was then advertised and they commenced a hiring practice. This will require a little more leg work than some of the other positions that are currently vacant and being advertised. She is willing to work with anyone in the City who can lend a hand to facilitate this.

Councilwoman Rayford added that there are a few jobs available and listed them out loud. Junior Civil Engineer with a starting salary of \$43,805.00, Assistant School Lunch Director with a salary ranging from \$50,000.00 to \$56,000.00, Firefighter and Firefighter (Spanish Speaking) with a starting salary of \$43,162.00, Police Chief and the City Manager's position.

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

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Omari Shakur, 113 First Street, said that recently at the corner of Liberty and First Street there was a car accident and one of the vehicles almost ended up in the store there on the corner. This is the third or fourth time he has been before the City Council about this location so he hopes it can be resolved. He is here tonight with a young lady who is working on a project to bring water to Flint, Michigan where babies are dying. They will be collecting cases of water at the Activity Center on February 13th from 8:00 a.m. to 8:00 p.m. They also need water filters because the children there are not even able to take baths and they are suffering.

Mayor Kennedy applauds people who are trying to work together to accomplish something positive because it builds community spirit.

Council Holmes noted that they might want to get together with Courtney Allen because she is doing the same thing online and maybe they can collaborate together.

Omari Shakur said that he has reached out to Flint, Michigan and we might not be able to keep giving them water but what about going there and helping them get the problem fixed?

Ms. Garner, 33 S. Miller Street, said that this is something that has been weighing heavy on her and it is something that she wants to fulfill. She wants to get at least ten thousand

bottles of water to take to Michigan and she is willing to use her own money to rent a truck to take it there because she really wants to do this. She is not asking for any money just water because people are in need so let us lend a helping hand to them because maybe one day we might need help as well.

Janet Gianopoulos, City of Newburgh, said that we need a 2016 Action Plan for the City of Newburgh. We need a plan to keep us on track and to keep us focused and we need that plan in writing.

Elizabeth Grand, City of Newburgh, said that she and her husband visited Newburgh and purchased a home here about two years ago and they found a community here that they love. They were hopeful about positive change but have noticed constant dumping by their house. Many people clean up what they can but the City has to find a way to keep up with this.

Ben Brant, 149 Renwick Street, said that the City has a very serious problem with littering and illegal dumping which is thoroughly depressing. He took some photos for the Council showing what he saw in just one day and said that the impact of all of this litter and illegal dumping is serious and pervasive. It clogs the storm drains and makes more work for city employees and negatively effects the perception of our great city to visitors. It inhibits economic investment and homeownership which are two things that might actually help this problem. The existence of litter breeds more litter and the existence of dumping breeds more dumping and examples of this are all over the City. There are properties around him with several couches on them and he has made multiple calls with no results. He would like to see the City create a Task Force to address this issue. It could be led by the City or by residents to help with outreach and education as well as ways to step up the enforcement of existing codes and regulations. The City needs to respond to this more actively and proactively in order to diminish this problem in the long term and he hopes the Council will all put this on their list of priorities.

Ramona Monteverde, BayView Terrace said that she has been on work groups with concerned citizens for several years talking about community cleanups and neighborhood initiatives to get people invested in their neighborhoods. Their annual cleanup is coming up on April 23rd and this is their sixth year. She encouraged everyone to come out and clean up but they can't do this just once a year. She asked the Council to bring bulk pick-up back to the City because the dumping going on is ridiculous. She reported something on the App two weeks ago and it is still there so she doesn't know what the turn around time is for that. They have to stop talking about cleaning up the garbage and do something about it.

Ms. Diggs, BayView Terrace, also asked the Council to put garbage and dumping on their priority list. She asked if the Council has talked about reinstituting bulk pick-up because the dumping became worse when that stopped. There is a section of BayView terrace that is probably the most dumped on which is actually owned by the City. It is probably one of the most beautiful pieces of property owned by the City but it seems to be the most neglected. To see bags of trash just left there is discouraging. There seems to have been an escalation of this activity recently so the residents need their help.

Mr. Casperini, Landlord, asked about the Tenant Responsibility Act and where we are at

with that. After hearing the last few people speak it seems like the City really needs the Tenant Responsibility Act because it is not the landlords or homeowners who are putting the trash out there. The majority of it is from tenants with bed bugs who are being pressured by their Landlords so they are dumping their waste. In regard to the lawsuit, he asked why they are spending this kind of money? To battle them and put a strong-arm on them by taxing the Hell out of them as if they are not taxed enough as it is. They are leaning on them for more money yet other Municipalities have policies with tenant responsibilities but they are nowhere near one hundred and fifty dollars a unit. He asked how they came up with this figure because at that price he is not making any money and it is costing him money to keep his building. If the City would like to put it in the Land Bank, make him an offer and they can have his building too. It is a well maintained building but he is looking to get out and he will never buy property in Newburgh again.

Helen Murphy Drye, City of Newburgh, said that she was hired as the Tax Collector for the City of Newburgh and according to the Civil Service Commission she qualified for the position. She wants the Council to know that she was unfairly treated and wrongfully terminated after eight months of dedicated service. She noted that she graduated from Mt. St. Mary's College with a double major in Accounting and Business Finance and is nine classes away from her MBA. She worked in Corporate America for nearly thirty-five years and in those years she served as Supervisor in various capacities including Finance and Accounting. Having these credentials and proven skill sets she does not understand why her Supervisor would accuse her of being incompetent and unable to do her job as Tax Collector. She asked the Council to investigate the terminations of African American department heads for they are often fired for said "*incompetence*". She asked them to investigate her case particularly on why she was fired and requests to be reinstated. She looks forward to a follow up from the Council.

Leo Drye, husband of Helen Drye, said that on countless days and nights Helen would often tell him about the situation here at City Hall and as her husband he was heated. He grew up in the City of Newburgh and he knows what goes on here but she was wrongly fired. There is a lot of racism going on here in City Hall and a lot of unfairness to women who are being talked down to. When Helen would tell him about these situations he suggested that she get a tape recorder and start taping because you can't dispute that. He has thirty-four hours of tape on what goes on here at City Hall with the City Comptroller demeaning her and other women. There was a call for City healing a week ago but where does it begin? If we have no healing within the City Government then there will be no healing. There are people in this building who are willing to stand up for Helen and her rights so he sees a Civil Action Suit. He sees prejudice and women being demeaned so something has to be done. His Pastor is eager and adamant about meeting with the Comptroller and City Manager to handle this issue but has had no response to his e-mails. If he is not answered in a reasonable time period then they will hold a peaceful demonstration here in the City of Newburgh and they will ask for all Clergy and members of the community to come on board to fight this corruption and injustice.

Michael Acevedo, City of Newburgh, asked when they will get the Tenant Responsibility Act.

A City of Newburgh resident said that he has a problem because when the City dug a sewer line last year at 70 Johnston Street they destroyed the sewer line to his building. He

asked the Council who is responsible when the City does damage to someone's property? He paid \$5,000.00 to a company to fix his sewer line so he is asking how to get his money back.

Jonathan Mass, City of Newburgh said that when he first came to Newburgh he loved the diversity and that it was a very historical area. He explained that on January 22nd he was in the parking lot of Billy Joe's when one of the Manager's came out with someone from Captain Jake's threatening to call the cops on him just because he was standing there talking on the phone. They assumed he was panhandling but he was not. Another time he was threatened with a baseball bat in the back of Billy Joe's but he stood his ground. He was told that if he came around the premises again he would be arrested and he is very upset about this. He was told that he is not allowed on the Waterfront but he has lived here for nine years and never had this problem before. He added that there are several construction sites and projects in the City of Newburgh with not one face that he recognizes. We should be able to build our community and there seems to be a very tight squeeze on preventing employment for African American males giving them the only option to panhandle or sell drugs.

Mayor Kennedy told Mr. Mass that she wants to hear more about this so she will talk with him after the meeting.

Nelson McAllister, 412 Liberty Street, said that everyone received their water bills with a disturbing notice stating that our water is not up to par and not safe to drink. He would like some information about that and what is being done. He added that he was unaware that our Tax Collector had been terminated. He spoke with her on several occasions and she told him that she had been treated unfairly so he would like to make sure that the Council looks into that. He carries the weight of over twenty three Churches with over two thousand members and they will put that on the line to support her and make sure she gets justice.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams said in regard to dumping that video cameras are needed to stop this and it has be to be enforced. She wonders if our CDBG funds could be used for that as it would cover the dumping and crime. She is going to see what she can do to get as many cameras as possible. She thanked the Police Department for sending a representative over

to the recent Newburgh Heights Association Meeting to talk about the vandalism that has been going on at the Heights Laundromat at the corner of Courtney Ave. and South Lander St. with windows being shot out and other scary stuff. The solution again seems to be video cameras. Reinstating bulk pick up has been discussed before but she hopes this is the year that they can somehow get it back on a regular rotation at least once a month. She thanked Mack Patel, a great landlord who owns a building on Hasbrouck Street for assisting a tenant whose door lock was broken by coming over right away to fix it. She thanked everyone for their excellent comments tonight.

Councilwoman Angelo noted that the Christmas tree and wreaths are still up because both lift trucks are broken. She said that last summer they had a meeting with Congressman Maloney regarding the Quassaick Bridge so maybe someone should follow up with New Windsor to see what is going on with money that was promised. She saw an add in the paper that it's Little League time but the City of Newburgh is not listed and she wonders why. She added that the Warming Center at the First United Methodist Church is doing fine but they need donations of blankets, hygiene items, paper goods, coffee and milk. She is also starting to organize for the Memorial Day Parade if anyone is interested in participating.

Councilman Harvey addressed the trash problem which is a top priority for him. At the Work Session this was discussed and he met with the City Manager about a video surveillance program so they are putting a committee together. All of the stakeholders in the community have to come together with financial resources to implement this video surveillance program which will address crime, dumping and littering. It is important to get this started right away and they will participate in the April 23rd cleanup and put together a committee so that there can be an ongoing monthly cleanup done throughout the year to improve the quality of life. He agrees with the bulk pick-up because when they stopped it he was upset and he is still upset that it is not in the Budget. The Tenant Responsibility Act is new to him so he will research what they have in other municipalities. In terms of the termination of the Tax Collector he said that they just heard about it recently and he would like to hear her point of view on this as he was alarmed and surprised to hear this. Some of the facts were presented but they are also interested in a forensic audit because the levels of incompetence will come out in that. They need a financial, independent audit because some of the things they were told falls in the line of gross negligence. He likes to hear all sides of the story and gather all of the information because there are many different views and perspectives.

Councilwoman Holmes said that bulk pick up was brought up last year in the Budget and it was \$240,000.00 for the year and they couldn't fit it in then but they do need it. In regard to the Tenant Responsibility Act, when she first came on the Council they had one from Kingston that they were going to do but it just never happened. What is near and dear to her heart is what happened to Ms. Murphy. Since September Helen had been treated unfairly and she was told not to get involved but she knows Helen and she is not going to lie. The day she was terminated she was denied attendance to that meeting and she asked for her Training Manuel which she was denied as well. She submitted a FOIL for that but still hasn't received it and she doesn't know why as a Council Member she can't get the things that she asks for. This did not have to happen. She did her job and it is totally wrong. She agreed that they need a forensic audit done and thanked everyone for coming tonight.

Councilwoman Mejia said that two weeks ago they held Martin Luther King services and for the first time they had the entire City Council show up which to her is a great sign of hope. The speakers were remarkable and it was stated that we are a community of imperfect souls trying to do the impossible. The impossible for her focuses on the garbage and they have tried many ways to create clean and safe places for everyone to enjoy. Improving police relations and the distressed properties are still on her list as well as clean and safe streets.

Councilwoman Rayford agreed that we do need bulk pick up here in the City of Newburgh and what also bothers her is people walking their dogs without curbing them which is disgusting. She stated that there were a few things pushed under the rug which they need to deal with and one is the erasing of Council's information so they can't even do business on their iPad. In regard to The firing of Ms. Murphy Drye, she asked for information from the Comptroller on Friday and was told that he had to go through Corporation Counsel and the City Manager to see if he could provide the information to her. The Council should not be denied any information requested. In talking with the Council about this termination they need to know why she was terminated. This is the Tax Collector and how we survive. Who is in her position now and are they qualified? It raises a question that we need a Forensic Audit that will go back ten years as the residents deserve that. We should not be dictated by a City Manager because they don't know what is going on. They are the Governing Body over the City Manager and all decisions should go through them. There are unsolved murders here and she saw recently that a firefighter in Orange County was killed so they held a fundraiser. She was wondering if Newburgh could come together and do something like that to help these families and find out more information which will help us because we are a hurting city. They talked about the cleanup here and the Master Plan and the Police Department wants new cars but we have lift trucks and street sweepers that are broken down so maybe we need to implement more of those vehicles to help clean up Newburgh.

Mayor Kennedy commented there are a lot of people here who are passionate and she appreciates that. Whether it is criticism or praise it is important that they hear it. She was also impressed that the whole Council was at the MLK event which has never happened since she has been the Mayor. She was encouraged by that and the need to let go of our cultural ideas and come together on our commonalities. The Tenant Responsibility Act fell in the hole as we got tied up in other fights but they need to focus on that. She hopes that over the next four years they can focus on items to turn Newburgh around. We can pick up garbage but it won't change until citizens decide to be responsible for themselves and take pride in the place where they live. We have to work on that with the young people so they care about their homes. Focusing on what we really want to have can make a difference. She supports the idea of a Forensic Audit. We can't solve everything at once but we can tackle some of these issues and get to the bottom of it. She told the owner of 70 Johnston Street that he needs to file a Notice of Claim with the City Clerk's Office and it will be forwarded to their Insurance Agent. She is not aware of any construction projects going on in the city right now and we do not manage private construction projects. When the City has a construction project, we have Section 3 which requires us to have thirty percent of that team be City residents. Panhandling is an issue in the City as business owners are complaining. She is going to see what can be done at the State level about that because they are harassing people. Cameras can help with that too and they have to do

something about the quality of life. There is a willingness to work together and she applauds that so they have to start moving forward.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:40 P.M.

**LORENE VITEK
CITYCLERK**

RESOLUTION NO.: 23 - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014 and Resolution No.: 21-2015 of January 26, 2015, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on December 31, 2015; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2016 to December 31, 2016; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK
AND
MESH REALTY GROUP, INC.
DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2016 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2016 and shall end on the 31st day of December, 2016, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title:

Date: _____

Name: MICHAEL G. CIARIAVINO

Title: City Manager

Date: _____

Pursuant to Resolution No.:

SCHEDULE "A"

1. 40 Benkard Ave.
2. 98 Benkard
3. 101 Benkard
4. 205 Broadway
5. 88 Carpenter Ave.
6. 123 Carson Ave.
7. 134 Carson Ave.
8. 39 City Terr.
9. 31 Clark St.
10. 51 Courtney Ave.
11. 100 Courtney Avenue
12. 35 Dubois St.
13. 55 Farrington Street
14. 246 First Street
15. Fullerton Avenue Garage
16. 23 Gardner St.
17. 20 Grove St.
18. 63 Grove Street
19. 37 Hasbrouck St.
20. 53 Hasbrouck St.
21. 60 Hasbrouck St.
22. 81 Henry Avenue
23. 44 Johnes St. #206J 58-1-1.-16
24. 44 Johnes St. #103J 58-1-1.-3
25. 44 Johnes Street - 58-1-1.-10
26. 44 Johnes Street - 58-1-1.-21
27. 8 Larter Street
28. 18 Lander St.
29. 169 1/2 Liberty St.
30. 31 Liberty Street, W.H.
31. 70 Liberty St, WH
38. 1 Lincoln Terr.
32. 16 Lutheran Street
33. 92 Overlook Pl.
34. 20 Pierces Rd. #L40
35. 169 Prospect St.
36. 170 Renwick Street
37. 45 Robinson Ave.
38. 57-58 Williamsburg Dr.

Revised 01/14/2016

RESOLUTION NO.: ¹⁹_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
TO LAKE ASSAULT BOATS, LLC FOR A
NEW MARINE FIREFIGHTING VESSEL AT A COST OF \$340,800.00**

WHEREAS, the City of Newburgh has duly advertised for bids for a new Marine Firefighting Vessel; and

WHEREAS, one bid was duly received and opened and Lake Assault Boats, LLC has submitted a bid of \$340,800.00; and is otherwise fully qualified and able to perform the work; and

WHEREAS, the Fire Department has duly canvassed other potential manufacturers and surrounding municipalities and determined that further re-bidding is unlikely to result in a lower cost the City and would unnecessarily delay the time within which the vessel can be manufactured and available for use in the spring of 2016; and

WHEREAS, funding for the manufacture of the vessel shall be derived from a number of sources including but not limited to a FEMA Port Security Grant, proceeds from the sale of surplus fire and police equipment and donations from private sources; and

WHEREAS, the new Marine Firefighting Vessel can be shared between the Fire Department and the Police Department; and

WHEREAS, the award of the bid and the acquisition of a new Marine Firefighting Vessel is necessary for the safety and protection of the residents and visitors to the City of Newburgh and the surrounding communities;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for a new Marine Firefighting Vessel be and it hereby is awarded to Lake Assault Boats, LLC for the bid amount of \$340,800.00 and that the City Manager and the Comptroller are hereby authorized to execute all documentation necessary to complete the work for the said amount.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

January 6, 2016

City of Newburgh
City Comptroller's Office
City Hall
83 Broadway – 4th Floor
Newburgh, NY 12550

Atten: John Aber, City Comptroller

RE: Bid # 13.15

Dear Mr. Aber,

Thank you for reviewing our proposal.

Let me begin by stating that it is our intention to design and construct your vessel per your specification. Any proposed changes or suggested deviations would be presented and approved by your designated personnel prior to implementation. We have the design, engineering and manufacturing capabilities to provide the exact vessel you require for your specific mission. We have done our best to interpret the intent of your specification for this quotation. If there are any deviations required due to future clarifications of the spec we can discuss those at that time.

Lake Assault Boats LLC, is a mission specific commercial boat manufacturer headquartered on the shores of Lake Superior in Superior, Wisconsin. We specialize in fully-welded aluminum tactical response vessels for Police, Fire, Search & Rescue, Federal Agencies and others.

Lake Assault has grown rapidly since its founding in 2003. In 2009, due to increased demand for its purpose-built boats, Lake Assault joined Fraser Shipyards. On Friday Sept 11th of this year we celebrated our 125th birthday! Our combined companies feature state-of-the-art manufacturing equipment and facilities located on the shores of Lake Superior- the largest fresh water lake in the World.

Lake Assault is staffed with a team of naval architects, engineers, AWS certified welders and technicians. Together we work with you, the customer, to expertly design and manufacture your specific vessel.



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

Across the United States, Lake Assault is a preferred boat builder servicing mission requirements of fire departments, dive and rescue, law enforcement, Department of Homeland Security and commercial work boat owners.

Lake Assault ensures safety and success on the water through demanding sea trials on Lake Superior. Our team tests all aspects of the vessel to make sure that we have built your boat to surpass industry standards for quality, safety, and durability. We ensure that in the delivery of your boat, we offer in-depth training with your Department in all aspects of the boat, and we offer a one year standard manufacturer warranty, full manufacturers warranty on engines and drive units, and we will offer a five (5) year materials and workmanship hull warranty. We have the resources to tend to any needs or concerns you may have at any time.

We have reviewed the Specifications, and we are confident in our design and capabilities to meet and exceed the expectations for the City of Newburgh. Lake Assault would be proud and honored to build the specified vessel for your mission of maintaining the waterways in and around the City of Newburgh and the Hudson River Valley.

For your review, we have attached our bid package. Please keep in mind we are a custom boat builder and we have the ability to design and engineer the vessel to exactly suit your expectations and mission. If we have misinterpreted or left out something that you require let us know and we will re-engineer it to your 100% satisfaction. Please do not hesitate to contact us at any time if you have any questions or concerns.

Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Gary M. Smith".

Gary M. Smith
Director of Sales & Marketing
gsmith@lakeassault.com
Main: (715) 395-2255
Direct: (715) 395-6555
Cell: (612) 865-8339

A handwritten signature in blue ink, appearing to read "Chad DuMars".

Chad DuMars
Vice President Operations
cdumars@lakeassault.com
Main: (715) 395-2255
Direct: (715) 395-6554
Cell: (218) 269-4039

BID FORM

Contractor: Lake Assault Boats LLC
Address: 1 Clough Ave.
Superior, WI 54880
Telephone: 715-395-2255

Project Title: Marine Firefighting Vessel

Bid Number: 13.15

Submitted

To: City of Newburgh
83 Broadway, 4th Floor Newburgh, NY 12550
Attn: John J. Aber, City Comptroller

- 1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Bid Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2 BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds (if applicable) and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- 3 In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date Issued:	
No Addenda	

- b. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- c. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- d. BIDDER has thoroughly read and correlated the information identified in the Contract Documents.
- e. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Bid Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any

110-212-5702
Incorporated
12480
110-212-5702
110-212-5702

110-212-5702

advantage over any other BIDDER or over OWNER.

g. Any other representation required by Laws and Regulations.

4 BIDDER will complete the Work in accordance with the Bid Documents for the following price(s):

LUMP SUM BASE BID PRICE:

Three Hundred Forty Thousand Eight Hundred + Zero cents \$ 340,800.00
Text Numerical

All specific cash allowances are included in price set forth above.

BIDDER agrees that the Work will be completed, including delivery, in accordance with section 6 - Time for Delivery in the Instructions to Bidders for Bidders on or before the dates or within the number of calendar days indicated and further accepts the provisions as to liquidated damages in the event of failure to complete the Work within the times specified in the Bid Documents.

5 The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Form
- c. Required Bid Security in the form of bid bond or certified bank check
- d. Iranian Energy Sector Divestment
- e. Bidder's Certificate of Experience

6 Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Gary Smith, Director of Sales + Marketing
1 Clough Ave.
Superior, WI 54880

SUBMITTED on:

January
Month

5
Day

2016
Year

State Contractor License No.:

N/A

If BIDDER is:

An Individual

By: _____
Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____
Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: Lake Assault Boats, LLC
Corporation Name

Seal

State of
Incorporation: Minnesota

Authorized Signatory: Chad DuMars Title: VP operations

Attestation: Lacie Glaeser
Secretary

Business Address: 1 Clough Ave. Superior, WI 54880

Phone Number: (715) 395-2255

Date qualified to do
business: 12/16/2009

A Joint Venture

By: _____
Individual's Name

Seal

Address: _____

By: _____
Individual's Name

Seal

Address: _____

Official Communications

Address: _____

Official Communications Phone

Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a part to the joint venture should be in the manner indicated above.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

Lake Assault Boats, LLC

Name of Corporation

Resolved that Chad DuMars, VP of Operations
Authorized Signatory Title

of Lake Assault Boats, LLC Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Bid # 13.15 - Marine Firefighting Vessel

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

Lake Assault Boats, LLC

Name of Corporation

At a meeting of its Board of Directors held 5th day of January 20 16
on the

By: Kathleen A Childs Title: Notary Public

Seal

**KATHLEEN A. CHILDS
NOTARY PUBLIC
STATE OF WISCONSIN**

The above form must be completed if the Bidder is a Corporation.

NON-COLLUSION BIDDING AFFIDAVIT

This affidavit must be completed by all bidders

Marine Firefighting Vessel

BID No. 13.15

City of Newburgh, New York

STATE Wisconsin
OF:

) SS:

County of: Douglas

I, Chad DuMars

of the Town, Village, City of

Superior

in the County
of

Douglas

and the State of

Wisconsin

of full age, being duly sworn according to law on my oath depose and say that:

I am VP Operations, an officer of the firm of Lake Assault Boats

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

Lake Assault Boats, LLC

Name Contractor

subscribed and sworn to

Chad DuMars

Also type or print name and title of above-affiant beneath this signature line

Chad DuMars, Vice President Operations

Before me this

5th

day of

January, 2016

Notary Public
of

State of Wisconsin

My commission
expires:

12/13/19

Kathleen A Childs

(Affix Notary Seal or Stamp below)

BF-5

KATHLEEN A. CHILDS
NOTARY PUBLIC
STATE OF WISCONSIN

Certification Pursuant to Section 103-g of the New York State General Municipal Law

Iranian Energy Sector Divestment

- 1 By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - 2.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2.2 The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature: _____

Title: _____

Date: _____

Company
Name: _____

[Handwritten Signature] Title: *Director of Sales/mktg.*
Date: *1-5-16* Company Name: *Lake Assault Boats LLC*

pl. M. color to white

Free R. growth

211 dark harvest

01-2-1

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

A. GENERAL SPECIFICATIONS:

1. Hull Length 28' +/- 12 inches (does not include engines, guards, or rub rails)
2. Beam shall be no more than 9 feet 6 inches (does not include engines, guard, or rub rails)
3. Overall height shall not exceed 14' while on trailer and attached to a tow vehicle.
4. Draft should not exceed 18 inches with motors trimmed up and 24 inches with motors trimmed down.
5. Person and cargo capacity of not less than 4000 lbs.
6. Boat maximum weight 12,000 lbs.
7. Provide trailer capable of towing boat.
8. Fire pump minimum rated (UL and NFPA compliant) at not less than 1500 GPM.
9. Twin outboard motors with combined HP of 500 or greater.
10. The design and construction of this vessel shall comply with NFPA Standard 1925 Marine Fire-Fighting Vessels (2013 ed.) and all applicable USCG regulations.

Yes



B. HULL DESIGN & OUTFITTING:

1. Hull is Landing Craft style modified "V" with 16 degree transom and 34" delta pad.
2. The boat shall be equipped with hydraulically operated bow door of not less than 60 inches. The hydraulic system has cylinders on both sides of the door and is able to deploy door to 90 degrees from the closed position. The bow door shall be equipped with integrated ladder for diver re-entry, and flat tread areas for ATV deployment. Door has the ability to be latched in closed position. The boat must be certified to be able to safely operate at slow speeds with the bow door opened as a working platform.
3. There will be a hydraulic bypass for manual door operation.
4. There will be a master switch in pilot house to activate/de-activate bow door switch.
5. At least one dive door shall be provided. The door shall have a 34" minimum clear opening dive door on the port side of vessel. The door will swing out to level, and have an integrated fold out dive ladder that will deploy to have at least two steps in the water. Door will be manually operated and able to support not less than 350 pounds.

Yes



TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

6. Tread plate gunnel of at least 5" fore to aft.
7. Self-bailing decks and provides sufficient water egress.
8. Deck forward of the pilot house will provide generator engine, pump engine and pump compartments. The deck will be constructed of a series of panels that provide easy access for pump, engines and mechanical maintenance above and below the deck.
9. Provide no less than 100 sq. ft. of open deck area forward of the pilot house.
10. Provide no less than two lockable storage compartments, suitable for seating, on each side of the forward bow deck. These compartments shall provide a minimum of 15 cubic ft. of storage space.
11. Provide additional storage cabinets for a minimum of 200' of 4" hose, 300' of 2 1/2" hose, and 300' of 1 3/4" hose.
12. A .75" aluminum double pad eye incorporated into the keel.
13. Sufficient two-part polyurethane foam below deck to maintain flotation in the event of swamping.
14. There will be a minimum of 6 recessed tie-down rings on main deck.
15. 1 1/2" pipe safety railings installed 6" above gunnel.
16. Provide a minimum eight 10" welded aluminum cleats.
17. Provide a minimum bottom plating .250", 5083 or 5086-H116 or equivalent.
18. Provide a minimum side plating .190", 5083 or 5086-H32 or equivalent.
19. Provide a minimum deck plating .124", 5052-H32 diamond tread plate or equivalent.
20. Deck structure and component material will be aluminum, they consist of 5083 or 5086 aluminum alloy or equivalent with minimum thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull. Floor supported by 2"x2" square tubing.
21. Provide 3" inch Duramax D, or equal, shaped rub rail along the full length of the boat at the gunnel height. Minimum eight (8) 3" Duramax, or equal, strips, mounted diagonally on each side of the boat.
22. Minimum of three (3) 2000GPH automatic bilge pumps. Two are located at the transom, and one at the forward end of the delta pad. The pumps located at the transom are wired together, so they come on at the same time.

Yes

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

23. One (1) T-handle drain plug.

24. ABYC approved carbon monoxide detector in cab. A fume detector in the pump engine compartment.

Yes

C. WELDING:

1. The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
2. All water seams are welded 100% on both sides.
3. Longitudinal structural members are stitch welded on opposite sides.

D. FUEL SYSTEM:

1. Provide minimum 150 gallon fuel tank. Fuel supply for the fire pump and generator is direct piped to the vessel fuel tank. The tank will be made of aluminum. The tank will be internally baffled to prevent shifting of the fuel load, and to ensure fuel pickup tube remains submerged in fuel.
2. Withdrawal tubes are stainless steel.
3. Provide a WEMA, or equal, fuel sender is attached to a NMEA, or equal, fluid level interface to supply data to electronic gauges.

E. TOWING EQUIPMENT:

1. Provide a 3" crucifix style tow post with a 1" welded pin at the rear bulkhead.
2. Provide a 2" double pipe motor guard with tow line guides. The guard will have an integrated stokes basket rack on top of guard.
3. Provide two (2) push knees on the forward bow with Duramax, or equal, rubber D-shaped bumper.

F. PILOT HOUSE:

1. The pilot house shall be the full width of the beam of the vessel. Minimum size of the pilot house is 7' long by 9'6" wide (beam), with an interior clearance height of 76".
2. The pilot house is fully enclosed. Component material will be all welded construction of 5086 aluminum alloy of 3/16" thickness or equivalent.
3. Provide a roof access ladder attached to the aft wall of the pilot house.

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

4. Pilot house to be CBRNE compliant and have a positive pressure system in order to comply with FEMA and DHS requirements.
5. Pilot house to have rooftop air conditioning system rated at not less than 15,000 BTU's. The system will be equipped with a heat strip.
6. All windows in the pilot house will be equipped with tempered safety glass. Provide a fixed clamped windshield with windshield wipers and a washer system, one sliding window on each side of the pilot house; and a hinged lockable split "dutch" door with tempered safety glass windows on forward and aft walls of pilot house on the port side.
7. Windshield to be forward leaning.
8. Aft wall of pilot house to have a sliding window.
9. The dash console provides ample room for electronics, throttles, switches, and steering wheel with cable components.
10. Provide minimum of 2 air circulation/defrosting fans in pilot house.
11. Provide acoustic insulation in ceiling for thermal insulation and sound attenuation.
12. Helm station will be designed with fire pump controls and monitors. Provide an overhead radio rack. Emergency radios are to be supplied by the Department, and installed by the bidder. (Emergency radios will be tuned and programming by local Fire Department Dealer upon delivery).
13. Provide a Garmin, or equal, VHF marine radio or equivalent and stainless steel 36" antenna.
14. Provide a 1.25" grab bar alongside of the roof gutters on port and starboard sides.
15. Provide 2 overhead grab rails running lengthwise in the pilot house ceiling.
16. Provide a grab rail near the console at the pump control station.
17. Provide a grab rail to assist with opening the helm seat storage box.
18. Provide 2 grab rails on the exterior forward wall of the pilot house.
19. Provide four 12V red/white LED dome lights installed overhead inside of the cabin.
20. Provide padded helm seat box, which has storage below and grab handle to assist opening seat lid.
21. Provide two fold-down benches along port side interior wall of pilot house for patient care and/or passenger seating. Make corners rounded for safety.

Yes

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

22. Bench seating with minimum 25 cubic ft. of storage beneath along aft wall of pilot house with a porta potty integrated into the starboard end of the bench.

Yes

G. ELECTRICAL SYSTEM:

1. The vessel's electrical system will be 12VDC and 120VAC 60 Hz.
2. Vessel to be equipped with a minimum 5kW, 60 mHZ Kohler, or equal, generator located below deck in front of pilot house.
3. All electrical cable will be marine grade tinned copper wire and labeled for each circuit.
4. Cables will be routed in wire ways wherever possible. Cables will be protected with rubber wherever exposed to potential damage.
5. Electrical cables will be sized in accordance with the American Boat & Yacht Council recommendations.
6. All electrical cables marked in accordance with the markings in electrical drawings.
7. All electrical switches are of a heavy-duty type toggles properly insulated.
8. The electrical system is grounded. The hull is not to be used as part of a galvanic feeding loop.
9. Wiring for radios, and all electronics will be protected with circuit breakers. Four additional circuit breakers will be provided for future expansion of the electrical system.
10. Electrical compartments will be provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components will be made accessible. Power, circuit protection and control components will be protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
11. One VHF marine radio to be supplied.
12. Mounting plates for antenna are on the roof.
13. Deluxe twin wiper single motor synchronized heavy-duty wiper system.
14. Minimum of two (2) 12-volt power outlets and two (2) USB charging ports will be provided in the dash console.

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

H. BATTERIES:

1. Provide four (4) OPTIMA D34 AGM, or equal, (absorbent glass mat) marine batteries installed complete with battery switches.
2. Two batteries installed as the engine starting bank, one will be for starting the pump motor and one will be a dedicated house battery. A four-position battery distribution panel, located on the console, includes a battery switch for each battery, crossover switches to allow jumping in case of a dead battery, and 3 automatic charging relays that direct the alternator or battery charger to the weaker battery. All battery switches are located on lower panel of console.
3. A voltage sensing relay will be installed to allow for the house bank to be charged via the engine alternators.
4. All of the batteries will be installed in plastic battery trays below a deck hatch outboard of the cabin.

I. 120V AC ELECTRICAL:

1. Provide a 30-amp shore power system to supply battery charger.
2. Minimum of two ProMariner, or equal, 20 amp battery chargers will be installed for use with the shore power system above.

J. 12V DC ELECTRICAL:

1. Two 6 position distribution panels will be installed on the console.
2. Navigation lights will be installed to meet USCG requirements with hinging anchor light mast.
3. Minimum of three 12V 2000 GPH bilge pumps will be installed with an auto float switch.

K. PROPULSION:

1. Provide twin Mercury Verado, or equal, 250 HP, 25" shaft, outboards with counter-rotating stainless steel props. Motors will be complete with a fuel management system, dual key management system, dual key switch panel, power trim and tilt, harnesses.
2. Engine monitoring to be done through Mercury, or equal, gauges.

Yes

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

L. FIRE PUMP:

1. Provide a minimum 350HP fire pump engine 6.0L Marinized GM V-8, or equal. Fueled with gasoline from the main fuel tank.
2. Provide a fresh water flush system to back flush the entire fire system including pump motor, fire pump, monitor and all related piping. Pump shall have auxiliary drain valve easily accessible to drain water from pump and piping to prevent freezing.
3. Provide fire pump minimum rated at 1500 GPM at 150 psi at the pump.
4. The pump control station will be a FRC Pump Boss, or equal, 200 Pressure/RPM controller.
5. There is a remote control 6" valve with controls at fire pump control station.
6. One (1) Darley, or equal, electric oil-less primer.
7. Darley relief valve system as backup to the FRC system, with controller, mounted at helm pump control station.
8. Provide a dual wheeled manual controlled TFT Monsoon, or equal, monitor mounted center in front of the pilot house. It will be a valve under monitor with additional discharges of minimum of a 5" Storz connection and two 2.5" gated wye discharges.
9. Include TFT, or equal, stacked tips (nozzle tip sizes of 2", 2.25", 2.5" and 2.75") and stream straightener.
10. The pump will be configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest has a screened inlet and an electric valve at the sea chest outlet.
11. There will be a TFT Hemisphere, or equal, portable monitor mounted on starboard side bow corner.
12. Provide a 20 gallon foam tank with a minimum 1" bottom discharge with a 1/4" turn ball valve. This will have 1" gator lock/cam lever coupler to connect to our foam educator. The top of the tank will have a minimum 4" fill cap. Provide four (4) molded foam bucket holders.

yes

✓

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

M. PAINT AND GRAPHICS:

1. Deck area and exterior of pilot house will be painted with Zolatone, or equal, non-skid texture paint.
2. Hull will be red.
3. Graphics and lettering to be supplied by the Department.
4. Hull will shall be painted with appropriate bottom paint.

N. EMERGENCY LIGHTING, SIREN, AND WORK LIGHTS:

1. Whelen, or equal, Mini Light bar with red fully loaded LEDs.
2. A Whelen SA315 P Speaker, or equal, WPA3BM Control Head, or equal, WPA112 Siren Amplifier, or equal, mounted in overhead console.
3. Minimum of two 12V Whelen Pioneer PFP2, or equal, Scene Lights on bottom raising pole mounts located on aft two corners at aft end of pilot house.
4. Minimum of four (4) Stryker, or equal, "Go-Lights", remote controlled spot lights, two on forward bow corners and two on Nav arch.
5. One Whelen, or equal, fixed mount LED deck light mounted to forward wall of pilot house.

O. TRAILER:

1. A 15,000 lb. capacity ShoreLand'r, or equal, aluminum triple axle bunk trailer or equivalent, complete with electric brakes, spare tire, and tongue jack on trailer.
2. Galvanized steel wheels and electric disc brakes.
3. An adjustable bow stop and winch stand is provided with a manual 2-speed winch and strap.
4. Trailer LED lights are submersible.

P. FLIR:

1. FLIR M-324XP, or equal, forward looking infrared video camera with zoom, pan and tilt is mounted on the roof and connected to Garmin touch screen at helm.

Q. CBRNE EQUIPMENT TO BE INCLUDED:

1. Multi-Ray Chemical & Biological Detector.
2. Mini Rad Vehicle mounted radiation detector.

Yes



TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

R. ELECTRONICS:

1. Two (2) Garmin, or equal, 12" touchscreens with GPS, SONAR with side and structure scan, chartplotter.
2. Garmin 4G, or equal, radar.
3. One Garmin, or equal, VHF Marine Radio and antenna to be supplied.

S. WARRANTY, SERVICE, TRIALS, INSPECTION & DELIVERY:

1. Five Year Structural Limited Warranty.
2. One year Component Limited Warranty
3. Manufacturer's warranty on supplied components such as outboard motors, pump motor, fire pump, emergency lighting, etc.
4. Manufacturer to have a warranty service dealer within 100 miles of Newburgh, NY, unless otherwise agreed to by both parties.
5. All expenses what-so-ever in connection with dock, acceptance, and other trials to be borne by the builder who will supply the necessary crew, fuel, lubricating oils of quality and grade approved by the makers of the machinery.
6. Dock trials to be performed at the builder's yard to check operation of all machinery.
7. All systems will be tested.
8. Any defects which may develop during testing in connection with the work covered and for which the builder is responsible, shall be corrected by the builder without expense to the City of Newburgh Fire Department.
9. Data obtained during the trials shall be delivered to the customer.
10. Builder will supply direct air transportation for two (2) Newburgh Fire Dept. members to factory for final inspection if factory is located more than five hours by ground transportation. Airports from the Newburgh area will be Stewart, Westchester, Newark and Albany airports. Airports for the factory will be located within 100 miles of the factory. Overnight accommodations will be provided by the builder if necessary.
11. The vessel shall be entirely finished, equipped, outfitted and made ready for service before delivery.

yes

TECHNICAL SPECIFICATIONS
Bid #13.15 - Marine Firefighting Vessel
City of Newburgh, New York

Bidder's Compliance

YES

NO

12. Upon delivery, the successful bidder shall certify that the vessel complies with all applicable NFPA and USCG requirements.
13. The builder, upon delivery, shall provide one (1) day of instruction for each of the four (4) shifts on all systems at the builders expense.
14. During the delivery and training period, the builder shall correct any unsatisfactory work.
15. The vessel shall be rejected if performance and capacity tests are failed. The builder shall have met all the requirements of this vessel specification, unless agreed to by both parties (i.e. up-grades). Any changes in the requirements or specifications post-bid award shall be reduced to writing.
16. The builder shall deliver the vessel to the City of Newburgh Fire Department, 22 Grand Street, Newburgh, New York 12550, during normal business hours Monday through Friday between 8 am and 4pm, local time, and by appointment. The vessel shall be ready for delivery within one hundred twenty (120) days from the date of Notice to Proceed letter, or purchase order, whichever is dated earlier. Successful vendor shall contact Asst. Chief Edward Petricek through e-mail at epetricek@cityofnewburgh-ny.gov for the delivery appointment.
17. Provide in hard copy, two (2) full sets of wiring diagrams and parts lists; two (2) complete sets of as built diagrams; and, one (1) copy of printed instruction booklets/owner's manuals/operations manuals for the boat, motors, trailer, electronic equipment and other accessories.
18. A digital copy of the items specified in paragraph 15 of the part shall also be provided (format can be DVD or a portable drive.)

Yes



CERTIFICATE OF EXPERIENCE

(THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID)

I Gary Smith hereby certify that Lake Assault Boats
(Company Name)
has successfully performed work similarly related to this
Bid Solicitation within the last five (5) years and offers such references below:

Business Name: Fallen Leaf Lake FD Contact Name: Chief Gary Gerren

Address: PO Box 9415 South Lake Tahoe, CA 96158

Amount of Contract: \$244,800.00 Telephone No.: (530) 544-3300

Contract Period: From 8/6/14 To 8/6/14 Fax No.: _____

Type of Work: Designed and built custom 28' x 9.5' Fireboat.
This was a Demo boat we built, + FLL FD bought the boat from us.

Business Name: San Juan County FD Contact Name: Chief Doug Hatfield

Address: 209 S. Oliver Dr. Aztec, NM 87410

Amount of Contract: \$228,085.00 Telephone No.: (505) 334-1180

Contract Period: From 4/21/14 To 8/21/14 Fax No.: (505) 334-3239

Type of Work: Designed + built custom 26' x 9.5' Fireboat

Business Name: Clinton Fire Department Contact Name: Chief Mike Brown

Address: 344 3rd Ave. S. Clinton, IA 52732

Amount of Contract: \$493,707.00 Telephone No.: (563) 357-6173

Contract Period: From 7/19/14 To 11/3/14 Fax No.: (563) 243-6724

Type of Work: Designed + built a custom 32' x 10.5' Fireboat

Business Name: Western Taney County FD Contact Name: Chief Chris Berndt

Address: 221 Jefferson Road Branson, MO 65616

Amount of Contract: \$344,632.00 Telephone No.: (417) 335-0586

Contract Period: From 9/26/13 To 4/3/14 Fax No.: _____

Type of Work: Design + built a custom 31' x 10.5' Fireboat

Name of Bidder: Lake Assault Boats By: [Signature]
(Signature)

Title: Director of Sales + Marketing Date: 11/6/16



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com

January 6, 2016

References



Fallen Leaf Lake Fire Department
P.O. Box 9415
South Lake Tahoe, CA 96158

28' x 9.5' Landing Craft Fireboat
Chief Gary Gerren
(530) 544-3300



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com



San Juan County Fire Department
209 S. Oliver Dr.
Aztec, NM 87410

26' x 9.5' Landing Craft Fireboat
Chief Doug Hatfield
(505) 334-1180



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com



Clinton Fire Department
344 3rd Ave S.
Clinton, IA 52732

32' x 10.5' Landing Craft Fireboat
Chief Mike Brown
(563) 357-6173



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com



Western Taney County Fire District
221 Jefferson Road
Branson, MO 65616

31' x 10.5' V-Hull Fireboat
Chief Chris Berndt
(417) 335-0586



Fraser Shipyards
1 Clough Ave.
Superior, WI 54880
(715) 395-2255
www.lakeassault.com



South Metro Fire Department
310 Marie Ave.
South St. Paul, MN 55075

28' x 9.5' Landing Craft Fireboat
Captain Adam Schewe
(612) 221-4258

BID BOND

BIDDER, Name and Address:

Lake Assault Boats, LLC

1 Clough Avenue

Superior, WI 54880

SURETY, Name and Address of Principal Place of Business:

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

OWNER, Name and Address:

City of Newburgh, New York

Attn: John J. Aber, City Controller, City Hall - Controller's Office

83 Broadway, 4th Floor, Newburgh, NY 12550

BID:

Due Date: January 8, 2016

Project, brief description and location:

Bid No. 13.15

BOND:

Bond Number: N/A

Date, no later than Bid Due Date: January 8, 2016

Penal Sum: Five Percent (5%) of Amount Bid

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

Seal

Lake Assault Boats, LLC

SURETY, attached power of attorney:

Seal

Travelers Casualty and Surety Company of America

By:

Chad Dumars

Signature and Title

VP Operations

By:

Joan Leu

Signature and Title

Joan Leu, Attorney-in-Fact

Attest:

Lacie Glaeser

Signature and Title

Administrative Assistant

Attest:

Maurice P. Kelly

Signature and Title

Attester

- 1 Above addresses are to be used for giving required notice.
- 2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
- 3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.
- 5 This obligation shall be null and void if:
 - 5.1 OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid- ding Documents and Contract Documents, or
 - 5.2 All bids are rejected by OWNER, or
 - 5.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 7 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
- 8 No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
- 9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 230105

Certificate No. 006554821

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sharon K. Murray, David A. Dominiani, Maura P. Kelly, Joan Leu, Jacqueline L. Drey, and Kevin J. Stenger

of the City of Omaha, State of Nebraska, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of October, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 30th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

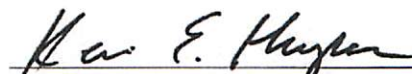
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of January, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

RESOLUTION NO.:_____16_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LEASE AGREEMENT WITH PITNEY BOWES
FOR AN AMOUNT NOT TO EXCEED \$138.21 PER MONTH FOR 36 MONTHS
FOR A NEW POSTAGE MACHINE FOR THE CODE COMPLIANCE BUREAU**

WHEREAS, the current postage meeting in the Code Compliance Bureau is at the end of its lease and must be replaced; and

WHEREAS, a machine is available at a competitive price from Pitney Bowes at a cost of \$138.21 per month for a term of 36 months with such funding to be derived from A.3620.0444.0000.0000 pursuant to the terms of a contract attached hereto; and

WHEREAS, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to lease a new postage machine for the Code Compliance Bureau.

Agreement Number

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
83 BROADWAY # 4	NEWBURGH	NY	12550-5617
Billing Address: Street	City	State	Zip+4
		21774174862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
123 GRAND ST	NEWBURGH	NY	12550-4613
Installation Address (If different from billing address) : Street	City	State	Zip+4
		20735175869	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Lessee PO #	Delivery CAN #	

Qty	Business Solution Description	
1	Mail Stream Solution - 1 DM225 Digital Mailing System	☒ Service Level Agreement Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')
1	IntelliLink Interface / PSD for DM125 / DM225	
1	Basic Accounting (25 Dept) Software	☐ Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	5 lb Integrated Weighing	
1	Professional Installation	☒ Meter Rental () Value Based Services (not including USPS fees which will be charged separately)
1	Integrated Weighing Platform	
1	pbSmartPostage Free	☐ Purchase Power® - A line of credit providing a convenient way to mail now and pay later. Consolidate meter postage, permit postage and supplies under one account — see terms & conditions
1	IntelliLink Subscription	☐ Equipment Replacement Program – Protection in case of loss or damage to leased equipment () Yes I want to enroll in the ValueMAX® equipment replacement program (x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in Section L9)

Initial Term : <u>36</u> months		
Number Of Months	Monthly Amount	Billed Quarterly At*
First 36	\$138.21	\$414.63

() Required advance check of \$() received
() Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required

**Does not include any applicable sales, use, or property taxes which will be billed separately; payment plans begin after any applicable Interim Usage Period.*

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those contained on page 2 and those located in the PitneyBowes Terms (Version 1/14), which are available at www.pb.com/terms and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX[®] equipment replacement program (see Section L9 page 2) for an additional fee.

Pitney Bowes Signature

Print Name _____

Title

Date _____

007
District Office

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **You may not cancel this Lease for any reason. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) **YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.** If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 **YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.**

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

RESOLUTION NO.: ²⁷_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 169 ½ LIBERTY STREET (SECTION 30, BLOCK 5, LOT 12.1)
AT PRIVATE SALE TO SARAH BECKHAM HOOFF AND AARON LATOS FOR THE
AMOUNT OF \$7,000.00**

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 169 ½ Liberty Street, being more accurately described as Section 30, Block 5, Lot 12.1 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 April 24, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchasers</u>	<u>Purchase Price</u>
169 ½ Liberty Street	30 - 5 - 12.1	Sarah Beckham Hooff & Aaron Latos	\$7,000.00

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

169 ½ Liberty Street, City of Newburgh (30-5-12.1)

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 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the 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. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right

of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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 April 24, 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.
13. 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.
14. 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.
15. 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.**
16. 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.

17. 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.
18. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
19. 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.: ²⁸_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 91 MILL STREET (SECTION 38, BLOCK 4, LOT 60)
AT PRIVATE SALE TO NATALYA FREDERICKS FOR THE AMOUNT OF \$1,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 91 Mill Street, being more accurately described as Section 38, Block 4, Lot 60 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 April 24, 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>
91 Mill Street	38 - 4 - 60	Natalya Fredericks	\$1,000.00

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

Terms and Conditions Sale

91 Mill Street, City of Newburgh (38-4-60)

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 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
8. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 24, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. 25 - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 169 PROSPECT STREET
(SECTION 16, BLOCK 3, LOT 5) SOLD AT PRIVATE SALE
TO CHERYLE BRANSON**

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 136-2015 of June 15, 2015, authorized the sale of 169 Prospect Street (Section 16, Block 3, Lot 5) to Cheryle Branson; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before November 13, 2015; and

WHEREAS, by Resolution No.: 293-2015 of November 23, 2015, the City Council authorized a sixty (60) day extension to close on or before January 13, 2016; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Ms. Branson is requesting an additional extension of time to close; and

WHEREAS, Ms. Branson resides at such premises; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh and the future homeowner;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 169 Prospect Street is hereby authorized until March 31, 2016.

RESOLUTION NO.: 24 -2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO STEP-UP PROPERTIES, LLC
TO THE PREMISES KNOWN AS 119 MONTGOMERY STREET
(SECTION 19, BLOCK 1, LOT 13)**

WHEREAS, on October 29, 2015, the City of Newburgh conveyed property located at 119 Montgomery Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 19, Block 1, Lot 13, to Step-Up Properties, LLC; and

WHEREAS, Step-Up Properties, LLC, by their attorney, have requested a release of the restrictive covenants contained in said deed; and

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

WHEREAS, this Council believes it is in the best interest of the City of Newburgh 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 119 Montgomery Street, Section 19, Block 1, Lot 13, 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 October 29, 2015, from the CITY OF NEWBURGH to STEP-UP PROPERTIES, LLC, recorded in the Orange County Clerk's Office on November 10, 2015, in Liber 13969 of Deeds at Page 317 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

Michael G. Ciaravino, City Manager
Per to 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.

RECORD & RETURN TO:

RESOLUTION NO.: ²²_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION RE-AUTHORIZING A LEASE AND AMENDING
AN OPTION TO PURCHASE AGREEMENT WITH FREDERICK J. VISCONTI, JR.
REGARDING REAL PROPERTY KNOWN AS 210 MILL STREET
(SECTION 43, BLOCK 3, LOT 7.1)**

WHEREAS, the City of Newburgh is the owner of property commonly known as 210 Mill Street, being more accurately described as Section 43, Block 3, Lot 7.1 on the Official Tax Map of the City of Newburgh; and

WHEREAS, the City of Newburgh has entered into State Assistance Contract No. C303491 with the New York State Department of Environmental Conservation for site remediation of 210 Mill Street under the Environmental Restoration Program; and

WHEREAS, Frederick J. Visconti, Jr. presented a proposal for the purchase and development of the aforementioned parcel; and

WHEREAS, the City agreed to enter into an option to purchase agreement with Mr. Visconti, or an entity of which he is the majority shareholder, member of partner, pursuant to Resolution No.: 133-2009 of August 10, 2009; and

WHEREAS, the City previously approved a lease agreement with Mr. Visconti, or an entity of which he is the majority shareholder, member of partner, by Resolution No.: 182-2008 of November 24, 2008; and

WHEREAS, the parties acknowledge the requirements of the New York State Department of Environmental Conservation ("NYSDEC") which mandate that no final sale of properties eligible for Environmental Restoration Program ("ERP") funding be concluded until and unless such remediation be satisfactorily completed; and

WHEREAS, the duration of the remediation and the preparation of the final engineering documents now require the parties to amend their prior understandings and agreements to reflect the current market conditions and post-remediation responsibilities and to enter into a First Addendum to the Option to Purchase Agreement in substantially the form attached hereto with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law; and

WHEREAS, this Council finds that entering into the First Addendum to the Option to Purchase Agreement is in the best interest of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the First Addendum to the Option to Purchase Agreement in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Frederick J. Visconti, Jr., or an entity of which he is the majority shareholder, member of partner, and other related documents as may be required by the Corporation Counsel to complete the sale of 210 Mill Street upon the conclusion of the ERP remediation.

FIRST ADDENDUM TO OPTION TO PURCHASE AGREEMENT

THIS FIRST ADDENDUM TO OPTION TO PURCHASE AGREEMENT ("Addendum"), made as of this ____ day of _____, 2016, by and between the City of Newburgh, a New York municipal corporation ("Seller") having an address of 83 Broadway, Newburgh, New York 12550 and Fredrick J. Visconti, Jr., or an entity of which he is the majority shareholder, member of partner, having an address of 17-23 Dickson Street, Newburgh, New York ("Purchaser").

WITNESSETH:

WHEREAS, on August 11, 2009, the Seller and the Purchaser executed an Option to Purchase Agreement for real property consisting of approximately 3.1 acres located in the City of Newburgh known as 210 Mill Street and identified on the City's Tax Map as Section 43, Block 3, Lot 7.1, County of Orange, and State of New York; and

WHEREAS, the parties acknowledge that the conditions precedent to the exercise of the option have not occurred due to unforeseen delays in completing the remediation requirements of the New York State Department of Environmental Conservation Environmental Restoration Program ("ERP"); and

WHEREAS, the parties desire to amend the Option to Purchase Agreement (the "Option") to reflect current conditions and allocate each party's obligations for implementation and compliance with the post-remediation requirements in accordance with the regulations of the ERP;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The identification of the Premises in paragraph 2 of the Option is amended to describe the Premises to be conveyed as approximately 3.1 acres of located in the City of Newburgh, County of Orange, State of New York known as 210 Mill Street, Newburgh, New York and as Section 43, Block 3, Lot 7.1 on the official Tax Map of the City of Newburgh.
2. The Purchase Price of the Premises in paragraph 3 of the Option is amended to be Two Hundred Thirty Thousand (\$230,000.00) Dollars.
3. Paragraph 4 of the Option is amended as follows:
 - a. No subdivision approval of the Premises by the City of Newburgh Planning Board is required.
 - b. Upon the completion of the remediation of the Property, the New York State Department of Environmental Conservation ("DEC") will issue to the Seller a Certificate of Completion for the Property, which requires, among other things, compliance with the Site Management Plan ("SMP") for the Property. The parties will work cooperatively with the Seller's consultants to obtain the DEC's

approval of the SMP. In the event the Purchaser determines that all conditions of the SMP are acceptable to Purchaser, upon the conveyance of title of the Property to Purchaser, the Seller will assign the responsibility for compliance with and the implementation of that portion of the SMP that covers the on-site monitoring of the Premises to the Purchaser to the satisfaction of the DEC, and the Purchaser agrees to accept such assignment of responsibility. The Seller shall retain responsibility for compliance with and implementation of that portion of the SMP that covers the off-site monitoring outside the boundaries of the Premises. The Seller will notify the DEC of this assignment and the Purchaser's assumption of such responsibilities. The requirements of this paragraph 3(c) of this First Addendum shall survive closing.

4. The Closing described in paragraph 5 of the Option shall occur no earlier than sixty (60) days following the date of the written notification by the Seller to the DEC of the Seller's intention to sell the Premises to the Purchaser. At the Closing, Purchaser, as grantee, may take title as a natural person or as an entity wherein Purchaser is the majority shareholder, partner, officer or managing member of said entity.
5. Purchaser's access and occupancy prior to the Closing as set forth in paragraph 6 of the Option shall resume as permission to access and use the Premises is approved by the DEC and shall continue under the same terms and conditions as set forth in paragraph 6 of the Option and pursuant to the terms of the Lease Agreement between the parties dated November 1, 2008 to the extent that the terms and conditions of the Option and Lease Agreement are consistent with the regulations of the DEC and the requirements of the final engineering documents, including but not limited to the SMP, and the environmental easement. During the period the Premises are not occupied by the Purchaser the obligation to pay rent and all time periods of the Lease Agreement are tolled.
6. All other terms and conditions set forth in the Option to Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Seller and the Purchaser have duly executed this First Addendum in duplicate as of the day and year first above written.

CITY OF NEWBURGH

FREDERICK J. VISCONTI, JR.

By: _____

By: _____

Name: Michael G. Ciaravino

Its: City Manager

Per Resolution No.:

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.

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 FREDERICK J. VISCONTI, JR, 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.

RESOLUTION NO.: 15 - 2016

OF

JANUARY 25, 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ISSUING A NEGATIVE DECLARATION UNDER
STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA)
WITH RESPECT TO THE DEVELOPMENT OF SOUTH STREET WATERFRONT PARK**

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and has been awarded an Environmental Protection Fund grant from the New York State Office of Parks, Recreation & Historic Preservation to make such improvements; and

WHEREAS, the South Street Waterfront Park Development Project (the “Project”) will include the research and development of preliminary design documents of the proposed park; evaluating the need for easements or other right of way access; development of final design documents and cost estimates; and an analysis of necessary federal, state and local permits and approvals along with the preparation of permit applications for construction; and

WHEREAS, in order to comply with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh by Resolution No. 221-2015 of September 14, 2015, assumed Lead Agency status; typed this action as an Unlisted Action; and adopted Parts I and II of the Environmental Assessment Form (“EAF”); and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of the development of the proposed parks, including evaluation of land uses, access, design, financing and permitting and has determined that there will be no negative environmental impacts regarding same; and

WHEREAS, this Council finds that proceeding with the development of South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby issues Negative Declaration pursuant to the SEQRA.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: South Street Waterfront Park		
Project Location (describe, and attach a general location map): City of Newburgh. Hudson River waterfront parcel (tax id #12-6-5.2) located at the terminus of Front Street.		
Brief Description of Proposed Action (include purpose or need): Design and permitting for the development of the South Street Waterfront Park (a project funded through Title 11 of the Environmental Protection Fund). The project includes research and development of Preliminary Design documents of the proposed park; evaluating any easement or ROW issues; development of Final Design documents and cost estimates; analysis of necessary federal, state and local permits and approvals, and preparation of permit applications for construction.		
Name of Applicant/Sponsor: Michael G. Ciaravino, City Manager, City of Newburgh	Telephone: (845) 569-7301	
	E-Mail: mciaravino@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Chad Wade, R.L.A. Assistant City Engineer	Telephone: (845) 569.7446	
	E-Mail: cwade@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor):	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, ☒ Yes ☐ No or Village Board of Trustees	City of Newburgh, SEQR approval	9-10-2015
b. City, Town or Village Planning Board or Commission ☐ Yes ☒ No		
c. City Council, Town or Village Zoning Board of Appeals ☐ Yes ☒ No		
d. Other local agencies ☒ Yes ☐ No	City of Newburgh Department of Code Compliance	Dec, 2015
e. County agencies ☐ Yes ☒ No		
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	DEC Protection of Waters Permit, Section 401 Water Quality Certification (+ others see attached)	March, 2016
h. Federal agencies ☒ Yes ☐ No	Army Corp of Engineers, Nationwide Permit #3 (maintenance)	March, 2016
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☒ Yes ☐ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☒ Yes ☐ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1
C.2. Adopted land use plans.
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☒ Yes ☐ No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☒ Yes ☐ No If Yes, identify the plan(s): <u>City of Newburgh Local Waterfront Revitalization Plan</u> _____ _____
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No If Yes, identify the plan(s): _____ _____ _____

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

Utility

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?

City of Newburgh Police Department

c. Which fire protection and emergency medical services serve the project site?

Newburgh Fire Department and Mobile Life

d. What parks serve the project site?

NA - proposed project is a new waterfront park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? recreational

b. a. Total acreage of the site of the proposed action? 1.04 acres

b. Total acreage to be physically disturbed? .47 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.04 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 12 months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☒ No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No If Yes,	
i. Total number of structures <u>1</u> ii. Dimensions (in feet) of largest proposed structure: <u>20</u> height; <u>22</u> width; and <u>22</u> length iii. Approximate extent of building space to be heated or cooled: <u>0</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☒ No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No If yes, describe. _____ _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? ☐ Yes ☐ No ix. Summarize site reclamation goals and plan: _____ _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☒ Yes ☐ No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): <u>Hudson River</u> _____ _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The proposed project will repair the existing previously authorized bulk head

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☒ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☒ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☒ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____ iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____ iv. Does the proposed action include any shared use parking? ☐ Yes ☐ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____			
vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐ Yes ☒ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: _____ 7 am to 5 pm • Saturday: _____ 7 am to 5 pm • Sunday: _____ NA • Holidays: _____ NA </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: _____ dawn to dusk • Saturday: _____ dawn to dusk • Sunday: _____ dawn to dusk • Holidays: _____ dawn to dusk </td> </tr> </table>		i. During Construction: • Monday - Friday: _____ 7 am to 5 pm • Saturday: _____ 7 am to 5 pm • Sunday: _____ NA • Holidays: _____ NA	ii. During Operations: • Monday - Friday: _____ dawn to dusk • Saturday: _____ dawn to dusk • Sunday: _____ dawn to dusk • Holidays: _____ dawn to dusk
i. During Construction: • Monday - Friday: _____ 7 am to 5 pm • Saturday: _____ 7 am to 5 pm • Sunday: _____ NA • Holidays: _____ NA	ii. During Operations: • Monday - Friday: _____ dawn to dusk • Saturday: _____ dawn to dusk • Sunday: _____ dawn to dusk • Holidays: _____ dawn to dusk		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: During construction, the use of equipment and various construction techniques may cause noise to exceed ambient noise letter. _____	
ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☒ No Describe: _____	
n.. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: <u>The proposed park will have aesthetically pleasing pedestrian scale pole lighting and pathway lighting, consistent with existing lighting located in the City and along the Waterfront.</u>	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally describe proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☒ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site			
a. Existing land uses. i. Check all uses that occur on, adjoining and near the project site. ☒ Urban ☒ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm) ☒ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): <u>waterfront</u> _____ ii. If mix of uses, generally describe: _____ _____			
b. Land uses and coverytypes on the project site.			
Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.25	0.27	+ .02
• Forested	0.34	0.30	-.04
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.06	0.17	+.11
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.32	0.30	-.02
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0.07	0	-.07
• Other Describe: _____ _____			

c. Is the project site presently used by members of the community for public recreation? i. If Yes: explain: _____	☐ Yes ☒ No
d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, i. Identify Facilities: <u>Horizons on the Hudson Elementary School</u>	☒ Yes ☐ No
e. Does the project site contain an existing dam? If Yes: i. Dimensions of the dam and impoundment: • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet ii. Dam's existing hazard classification: _____ iii. Provide date and summarize results of last inspection: _____ _____ _____	☐ Yes ☒ No
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: i. Has the facility been formally closed? • If yes, cite sources/documentation: _____ ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____ _____ iii. Describe any development constraints due to the prior solid waste activities: _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____ _____	☐ Yes ☒ No
h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes – Spills Incidents database ☐ Yes – Environmental Site Remediation database ☐ Neither database Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ ii. If site has been subject of RCRA corrective activities, describe control measures: _____ _____ _____	☐ Yes ☒ No ☐ Yes ☐ No
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? If yes, provide DEC ID number(s): <u>546031, B00189</u>	☒ Yes ☐ No
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____ _____ _____	

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____ _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ 4 feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Urban Land (Ur)</td> <td style="width: 40%; text-align: right;">75 %</td> </tr> <tr> <td>Mardin Gravelly Silt Loam</td> <td style="text-align: right;">25 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		Urban Land (Ur)	75 %	Mardin Gravelly Silt Loam	25 %	_____	_____ %						
Urban Land (Ur)	75 %												
Mardin Gravelly Silt Loam	25 %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ 1.5 feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ Well Drained:</td> <td style="width: 60%; text-align: right;">60 % of site</td> </tr> <tr> <td>☒ Moderately Well Drained:</td> <td style="text-align: right;">40 % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ Well Drained:	60 % of site	☒ Moderately Well Drained:	40 % of site	☐ Poorly Drained	_____ % of site						
☒ Well Drained:	60 % of site												
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☐ Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">☒ 0-10%:</td> <td style="width: 60%; text-align: right;">60 % of site</td> </tr> <tr> <td>☒ 10-15%:</td> <td style="text-align: right;">40 % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	60 % of site	☒ 10-15%:	40 % of site	☐ 15% or greater:	_____ % of site						
☒ 0-10%:	60 % of site												
☒ 10-15%:	40 % of site												
☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____ _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name <u>Hudson River</u></td> <td style="width: 50%;">Classification <u>B</u></td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name <u>Hudson River</u>	Classification <u>B</u>	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name <u>Hudson River</u>	Classification <u>B</u>											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____ _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100 year Floodplain? ☒ Yes ☐ No													
k. Is the project site in the 500 year Floodplain? ☒ Yes ☐ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes:													
i. Name of aquifer: _____													

m. Identify the predominant wildlife species that occupy or use the project site: _____ urban wildlife _____ _____	_____ _____ _____
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☒ Yes ☐ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	☒ Yes ☐ No
If Yes:	
i. Nature of historic/archaeological resource: ☐ Archaeological Site ☒ Historic Building or District	
ii. Name: <u>East End Historic District</u>	
iii. Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	
☒ Yes ☐ No	
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
☐ Yes ☒ No	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	
☐ Yes ☒ No	
If Yes:	
i. Identify resource: _____	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
iii. Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	
☐ Yes ☒ No	
If Yes:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
☐ Yes ☐ No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Michael G. Ciaravino Date _____

Signature _____ Title City Manager



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031, B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

South Street Waterfront Park Project

NYS Department of Environmental Conservation
Full Environmental Assessment Form Part 1

Attachment for Section B. Government Approvals List of Agency and Approval(s) & Permits Required

The following permits are anticipated to be required for this project:

- Army Corps of Engineers - Section 10 Individual Permit.
- New York State Department of Environmental Conservation (NYSDEC) - Protection of Waters Permit (Article 15) and Section 401 Water Quality Certification.
- New York State Department of State (NYSDOS) - Federal Consistency Assessment.
- New York State Office of General Services (NYSOGS) - License/permit to extend into waters of the State of New York.
- City of Newburgh – State Environmental Quality Review (SEQR) approval.
- New York State Office of Parks, Recreation and Historic Preservation project review and consultation.

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : _____

Date : _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> ☐ NO ☒ YES			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☒	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☒	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☒	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☒	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☒	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☒	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☒	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☒ NO ☐ YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☒ YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☒	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☒	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☒	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☒	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☒	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☒	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☒	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☒	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☒	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☒	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☒	☐

l. Other impacts: _____ _____		☐	☐
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If “Yes”, answer questions a - h. If “No”, move on to Section 5.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If “Yes”, answer questions a - g. If “No”, move on to Section 6.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☒	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☒	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☒	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☒	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☒	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☒	☐

g. Other impacts: _____ _____		☐	☐
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6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If “Yes”, answer questions a - f. If “No”, move on to Section 7.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:					
i. More than 1000 tons/year of carbon dioxide (CO ₂)	D2g	☐	☐		
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	☐	☐		
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐		
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	☐	☐		
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐		
vi. 43 tons/year or more of methane	D2h	☐	☐		
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐		
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐		
d. The proposed action may reach 50% of any of the thresholds in “a” through “c”, above.	D2g	☐	☐		
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐		
f. Other impacts: _____ _____		☐	☐		

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 8.</i>				☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐		
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐		
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐		
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐		

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____ _____		☐	☐

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☒ NO ☐ YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	☐ ☐	☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	☐ ☐	☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		☐ NO	☒ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☒	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☒	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: <u>SHPO</u> _____	E3g	☒	☐

d. Other impacts: _____ _____		☐	☐
e. If any of the above (a-d) are answered “Yes”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☒	☐
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	☒	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☒	☐

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____ _____		☐	☐

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		☒ NO	☐ YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____ _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☒ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☒ NO

☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☒ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☒ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans.
(See Part 1. C.1, C.2. and C.3.)

☒ NO

☐ YES

If “Yes”, answer questions a - h. If “No”, go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action’s land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character.
(See Part 1. C.2, C.3, D.2, E.3)

☒ NO

☐ YES

If “Yes”, answer questions a - g. If “No”, proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

RESOLUTION NO.: ¹⁷_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION DECLARING A 1998 STIGERCRAFT FIREBOAT
DESIGNATED VIN NO. PSW21717F898, A BOAT TRAILER, LONG TRAILER CO.
DESIGNATED VIN NO. 1LGDVJU27WA005013, A 1982 SEA NYMPH FIRE BOAT
MODEL CC171 SERIAL NO. SEAL1691M82J WITH MOTOR SERIAL NO. J0108351
AND TRAILER TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Fire Department possesses a 1998 Stigercraft Fireboat designated VIN No. PSW21717F898, a boat trailer, Long Trailer Co. designated VIN No. 1LGDVJU27WA005013, a 1982 Sea Nymph Fire Boat Model cc171 Serial No. SEAL1691M82J with Motor Serial No. J0108351 and trailer which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the equipment be designated a surplus and sold to support funding for a new marine firefighting vessel for the Department; and

WHEREAS, the City Council has determined that declaring the equipment surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 1998 Stigercraft Fireboat designated VIN No. PSW21717F898, a boat trailer, Long Trailer Co. designated VIN No. 1LGDVJU27WA005013, a 1982 Sea Nymph Fire Boat Model cc171 Serial No. SEAL1691M82J with Motor Serial No. J0108351 and trailer are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus property in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014 and that the proceeds of the disposition of said surplus property be allocated to the purchase of a new marine firefighting vessel for the City of Newburgh Fire Department; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute any required documents and conduct all necessary transactions to effectuate the transfer of title and possession of the 1998 Stigercraft Fireboat designated VIN No. PSW21717F898, a boat trailer, Long Trailer Co. designated VIN No. 1LGDVJU27WA005013 to the Cold Spring Fire Department upon the approval of the governing body.

RESOLUTION NO.: 20-2016

OF

JANUARY 25, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO CREATE ONE NEW FULL-TIME LABORER POSITION
IN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the Department of Public Works has recommended adding one full-time Laborer position rather than the continued use of a series of seasonal and temporary positions; and

WHEREAS, the City Council has determined that adding on full-time Laborer position in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the addition of the full-time Laborer position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for such position will be derived from the temporary/seasonal budget line;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to create one additional full-time Laborer position within the Department of Public Works at Grade 10, Step 1 with funding to be derived from the temporary staff budget line.

RESOLUTION NO.: 21 - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO ADD ONE TEMPORARY PART-TIME ADMINISTRATIVE ASSISTANT POSITION
IN THE EXECUTIVE OFFICE**

WHEREAS, due to a vacancy it has become necessary to create one temporary part-time Administrative Assistant to the City Manager position to provide continuity, training and assistance across City departments until a new permanent full-time Administrative Assistant can be hired and trained; and

WHEREAS, the former Administrative Assistant to the City Manager has agreed to provide training, assistance and continuity until a new Administrative Assistant is hired and trained; and

WEHREAS, it is necessary to create one temporary part-time Administrative Assistant to the City Manager position for the transition and training period; and

WHEREAS, the creation of the temporary part-time Administrative Assistant to the City Manager position will be on a temporary basis for an amount not to exceed Five Thousand (\$5,000.00) Dollars; and

WHEREAS, this Council has determined that the creation of such position is in the best interests of the operations of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2016 Personnel Analysis Book be and hereby is amended to create one temporary part-time Administrative Assistant to the City Manager position.

RESOLUTION NO.: ²⁶_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2013 RELATIVE TO
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 9)
QUASSAICK CREEK NORTH (SECTION 47, BLOCK 2, LOT 12)
AND BAY VIEW TERRACE (SECTION 49, BLOCK 1, LOT 7.1)**

WHEREAS, The City of Newburgh commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, the property owner, by his attorney, has advised the City that they are prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the properties located at Quassaick Creek North (Section 47, Block 2, Lot 9), Quassaick Creek North (Section 47, Block 2, Lot 12) and Bay View Terrace (Section 49, Block 1, Lot 7.1), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Seven Thousand Four Hundred Fifty Six And 78/100 (\$7,456.78) Dollars representing the past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open water charges and sewer charges, are all paid in full by certified or bank check on or before January 31, 2016.

RESOLUTION NO.: ¹⁸_____ - 2016

OF

JANUARY 25, 2016

**A RESOLUTION DECLARING A 2003 POLICE BOAT TROPHY MODEL NO. 2103:
WHITE, SERIAL NO. THMA03FAG2032103CC AND BOAT TRAILER 2002 VENTURA
DESIGNATED VIN NO. 47GRB23293B000093 TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Police Department possesses a 2003 Police Boat Trophy model no. 2103: white, Serial No. THMA03FAG2032103CC and Boat Trailer 2002 Ventura designated VIN No. 47GRB23293B000093, which are no longer of use to the City; and

WHEREAS, the Police Department has requested that the equipment be designated as surplus and sold to support funding for a new marine firefighting vessel which can be shared between the Police Department and Fire Department; and

WHEREAS, the City Council has determined that declaring the equipment surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2003 Police Boat Trophy model no. 2103: white, Serial No. THMA03FAG2032103CC and Boat Trailer 2002 Ventura designated VIN No. 47GRB23293B000093 are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus property in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014 and that the proceeds of the disposition of said surplus property be allocated to the purchase of a new marine firefighting vessel which can be shared between the City of Newburgh Police and Fire Departments.