

A regular meeting of the City Council of the City of Newburgh was held on Monday, June 12, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Rev. Nelson McAllister of the Calvary Full Gospel Family Church, Newburgh, New York.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

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

COMMUNICATIONS

Approval of the minutes of the meeting of May 22, 2017

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

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

The City Manager introduced team members Christine McCartney and Jackie Hesse from the Newburgh Free Academy Excelsior Program, to speak about its summer program entitled *Global To Local*. Normally the students would come up and present, but they have Regents and they are studying. The children have spent 40 hours volunteering and fundraising this year so that they will be able to travel to Ecuador this summer. There they will help the underserved community in the capital region of the country. The mission of this summer program is to donate much needed supplies. They will perform tasks, such as refilling the library with books in both English and Spanish. McCartney and Hesse commented that this is an excellent way for the students to see how community partnerships work to help bring people together. They encouraged people to become involved by visiting the website GlobalToLocal.net.

They presented a slide presentation, which showed the connection between the poverty and gun violence epidemic in our city to the history of slavery and industrialization. They remarked that the youth are a valuable resource to our community and all of this helps to shape the future, which is how we will have a great future in Newburgh.

Councilman Harvey thanked his school colleagues for the presentation. He is very much vested in this, and hopefully the city council and the community can partner with the organization so that we can create a memorial for the African-American slaves that were found in the Route 9W site.

Michael Ciaravino stated that he recently had an opportunity to tour the African-American Burial Ground that exists within a federal office. We are already engaging our landscape architect, who is a part of our engineering office, so that we have a park, not only worthy of Dr. King's legacy, but which also recognizes that those individuals currently interred elsewhere can be brought back to the City of Newburgh.

Ciaravino continued his update. In the recreation department, the soccer season concluded last week. Fall soccer begins in September. Registration for the City of Newburgh Summer Playground is on-going. The cost of the camp includes all of the trips. The cost per camper is \$350 for residents and \$450 for non-residents. Also registration for the Teen Program is open now. The New York Bears, a semi-professional football team is scheduled to have its home opener on June 24th at Delano-Hitch Recreation Park. They are scheduled to play the Queens Vikings, and admission is free. A meet and greet with the players will be at 4:30 PM, and the kick off will begin at 7:30 PM.

The Mohegan Sun Pocono Casino bus trip has been changed to July 8th. The bus will depart the Activities Center at 9:00 A.M. and it will return at 7:00 P.M. The cost is \$30, which includes transportation and a casino package. Seats can be reserved through the Newburgh Activities Center. The Pool will be opening on June 23rd, and it will run through August 26th. There will be two sessions and the fees are \$1 for children and \$2 for adults. Each session must be paid for separately. The Gidney Avenue Basketball Courts will be closed on June 24th for the re-painting of the courts. The courts will reopen on June 25th. Ciaravino announced the 2017 Summer Film Festival for the City of Newburgh, which will host *Summer Movies Nights*. The showings will be at Safe Harbors Park, which is located at the corner of Broadway and Liberty Street. The

family-friendly movies will begin at sundown.

In the engineering department, we continue to address five (5) separate consent orders of the NYS DEC. By working to separate our sewer lines it is our goal to minimize and ultimately prevent the release of raw sewage discharge. This is part of an environmental mandate that is a part of the city's Long Term Control Plan. The job is very expensive, and we continue to work hard to find funds. Our Capital Plan dollars are very scarce. In the waterfront area, we are continuing to work on an emergency matter involving a 24-inch sewer main that transfers over half of the city's raw sewage on a daily basis. We discovered that the retaining wall is disintegrated. An outside contractor is performing the emergency work, and to date the contractor has removed over 100 tons of raw matter from our sewer. It is expected to cost \$150K in emergency repairs.

In the water department, the 2016 Water Quality Report is now posted on the city's website. In one year's time, the department has successfully reduced the amount of drinking water by utilizing advanced leak detection methods. The city is eager to continue this progress, and Ciaravino publicly thanked Mr. Vradenburgh for his leadership. He reminded everyone that the water department is hosting Open House at its brand new state-of-the-art facility. Once again our city is regarded as a model for the State of New York for best practices in water filtration.

Construction is close to completion on 12-inch filler main near Brown's Pond. This is important as the New York DEP begins maintenance work on the Catskills Aqueduct. This will enable us to fill up Brown's Pond directly from the Catskills. Essentially this will supply us water for all of the construction going forward. We have been working aggressively to obtain grants to provide training for professional development for all of our city departments. Most recently our Water Superintendent attended a training workshop in Niagara Falls, New York. Among the topics discussed were Cyber Security and Water Systems, Code of Ethics for Water Professionals, Energy Savings through Water Efficiency, and other related topics.

On June 14th, Central Hudson will be hosting an information session regarding the work they intend to perform with regard to the gas lines and other utility issues around the city. Residents will be receiving notices in the mail.

In the police department Ciaravino, pointed out that Acting Chief Joseph Cortez spoke at

the work session about developments with the Auxiliary Police Department's relationship to the Newburgh Police Department. He pointed out that under Chief Cameron's leadership we began an aggressive protocol offering basic training for the Auxiliary unit. We need to ensure that, at the end of the day, if we have anyone working, volunteering and wearing a uniform similar to that of the Newburgh Police Department, then we have to know that their safety is guaranteed. For those persons who have signed up to serve on the Auxiliary unit, they are going to be given the proper attention they deserve by Chief Cortez and his managing team. He pointed out that the City of Newburgh is currently accepting applications for the Auxiliary Police. Preference will be given to City residents, but anyone is welcome to apply.

He wished everyone a safe summer season. In light of the recent homicide that occurred at 44 Grand Street, rightfully, we have been asking the same questions over the years. We all acknowledge that we are our brothers and sisters keepers, and those persons who are released from prison are entitled to the notion of redemption. However, we should not have to be the keeper of *everybody* from outside communities. We are working to collect data so that we can get a better explanation of why this is the case. We are here to do our fair share, but we are not here to take care of all of the people from other places, just because it may be deemed uncomfortable and inconvenient for those communities to do their own work. We carry a disproportionate burden of ex-offenders as it pertains to the entire Hudson Valley. We will be working to collect the raw data so that we can begin to have some meaningful dialogue concerning this issue. He urged everyone to stay tuned for more information on it.

The City Manager concluded his report.



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Global service-learning provides students with an opportunity to learn while working on a meaningful volunteer project that addresses an authentic community need in a foreign country. By immersing ourselves in another culture to volunteer for positive social change, we will be better prepared to look critically at our city of Newburgh and work to make it a better place. Through Global to Local, the 2017 cohort of Excelsior Academy students will apply to volunteer for ten days of service learning in Quito, Ecuador to learn from people who run a grassroots organization for community betterment; the following fall, we will act as project leaders for local, Newburgh-based service-learning projects undertaken by all students in our high school cohort. In doing so, we will be positioned to enact meaningful change in Newburgh.

We will volunteer at Casa Victoria, a grassroots community betterment program located in a struggling section of Quito, Ecuador. Because one of the central goals of our trip is for us see an example of what a few dedicated individuals can do to make the world a better place, Casa Victoria seems the perfect setting. We will work with the sixty children who attend their after-school program, where they are fed a hot meal and provided with homework help and a safe place to spend their afternoons.



This opportunity will provide us with the chance to design a service project that aligns with their interests, and the needs of the program, such as improving the classroom library, teaching computer skills, or fundraising to donate a robot and teach basic robotics. As we gain a better recognition of the importance of traveling to grow our understanding of the world and humanity, we believe we will gain knowledge, skills and dispositions that will serve us well in their future endeavors and as we act as project leaders for impact projects in Newburgh.

It is our hope that our Impact Projects in Newburgh will support the mission and vision of community members and business owners in Newburgh while modeling for other students how to rethink citizenship, rethink equity and fairness, and rethink the way we work together to build our future.

please visit us at: www.globaltolocal.net



empowered humans impacting the planet

The loss of friends and family to violence can leave youth feeling hopeless and disempowered. Yet public spaces can be used to help people heal from shared traumas. Through *Global to Local*, students in Excelsior Academy will study how public spaces are used in a foreign country as shared community resources for healing, then partner with MASS Design Group to design and build a memorial in Newburgh to acknowledge our community's shared loss.

WHO WE ARE:

Global to Local is an award-winning global service-learning program at Excelsior Academy in the Newburgh Enlarged City School District. The program provides students with an opportunity to learn about an authentic community need in a foreign country, then use the knowledge, skills and dispositions gained during travel to act as Project Managers for a community impact project in our city of Newburgh.

WHY WE DO WHAT WE DO:

Once a flourishing city on the Hudson River, Newburgh has been experiencing the decades-long effects of deindustrialization. The loss of industry and its impact on the local economy have left our city with an increasing juvenile incarceration rate, entrenched drug and gang issues, and high poverty levels. However, local businesses, community leaders, and organizations in Newburgh have been working diligently to better our city. *Global to Local* was designed to invite our students to think deeply about the changes our city is experiencing, and learn how to insert their voices into the conversations about the future of Newburgh.

OUR 2018 PROJECT:

Our project involves studying recovery and healing from trauma in two different but connected places: Either Cambodia or Rwanda, where survivors and victims' families are struggling to heal from genocide, and in our own city of Newburgh, which is struggling to heal from the effects of multi-generational trauma brought about by cycles of poverty, systemic oppression and acts of violent crime. In the summer of 2018, through a partnership with Peaceworks Travel, twelve 11th grade students will travel to either Cambodia or Rwanda (based on funding), where most of the population is directly descended from victims of the genocides in these two places. We will visit sites and meet with organizations who are memorializing the genocides, with the goal of understanding how public spaces can be used as shared



community resources for healing.

After our trip, students will partner with MASS Design and community organizations in Newburgh to create a public memorial to victims of trauma and violence in our city. Our students will research the trajectory of oppression in Newburgh, beginning with the effects of multi-generational trauma experienced by enslaved Africans and their descendants in our area and moving towards more current issues of poverty, oppression and gun violence. This project will be about legacy and recognition -an acknowledgement of Newburgh's shared loss, an examination of the lasting impacts of trauma in our community, and a testament to the resilience and hope we

see every day in Newburgh youth and their families.

To follow our journey, become a sponsor, let our students know about local calls for volunteers or to partner with *Global to Local* please visit us at: www.globaltolocal.net

PRESENTATIONS

Certificates of Appreciation to the Newburgh Free Academy Security Guards

Councilwoman Rayford publicly thanked the security officers who were present at the meeting. She acknowledged lead officers Joyce Howard and Adam Mejias, and pointed out that the officers have been doing an outstanding job throughout our schools and at the library. We are very grateful to all of them who are here, and even those officers who are not present tonight. Rayford thanked them for the tremendous job they do protecting the students, staff and visitors who enter the school premises on a daily basis. She feels that words are inadequate.

District Security Supervisor Joyce Howard thanked Councilwoman Rayford and the council for this recognition. She stated this has never been done before. She has worked in the Newburgh School District since 1985. She knows that everyone says "Thank You," but to actually be recognized is truly an honor. It is a beautiful thing, and it is something she will cherish. She told the council that it is giving us our flowers *now*.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL COMMENTS

Mayor Kennedy commented that the public comment section of the meeting would be closed after one hour due to tonight's lengthy agenda.

Anthony Grice stated that he is running for City Council in the Third Ward. He spoke about the living conditions at Burton Towers. It is supposed to be a smoke-free building, and yet people smoke inside of the building, as well as directly in front of it. He knows that the building is privately owned. One woman complained that she was told that she needed a doctor's note in order to be able to move into another apartment. Now the woman is being called a trouble maker in the building. Perhaps we could get code enforcement to check out the conditions, because there are people who have asthma and

other health concerns.

Michael Manion spoke on behalf of *We Are Newburgh* organization. He announced that there will be a free kickball league sign-up this Saturday at Noon. Everyone is welcome to attend. It would be nice for the adults to come and cheer on the children. Also on August 27, 2017, a book bag giveaway and event will be held at Downing Park beginning at 1:00 P.M.

Shaniqua McNeill thanked Michael Ciaravino for addressing the long and escalating problem of the dumping of ex-offenders in Newburgh. She stated that she did a campaign for the lights and cameras. It is almost one year since Keyshon Gayle was murdered. Another murder occurred in the same area recently. It is still dark there and that camera on Fullerton Avenue still does not work. She spoke about the Hook Elite Boxing Club. Mr. Lee does a wonderful job with the youth, but the funding is very low. He takes the children everywhere. Her son started out with the boxing club and it helped keep him off the streets. He continued boxing and eventually graduated from high school. He is doing very well for himself thanks to having positive youth activities. She feels that the city should do something to help Mr. Lee and his efforts. Next, McNeil stated that it appears that a few people seem to have favor when it comes to buying city-owned property. Many people have come in to speak with David Kohl of Planning and Development. They go through all of the steps in the process, and yet they still come out with nothing. She expressed that someone needs to oversee that office and find out how these decisions are being made. If someone wants to come in to take off the eye sores, then the opportunity should not only be for the Land Bank and for Millionaires. It should be for anyone who can afford to help our city be great again.

Mr. Herring stated that he is not a resident of the city, but he was born and raised here. Last year he entered a bid for a vacant lot. Ultimately the negotiations fell through. Later on, with the original asking price in his hand, he went back to speak to Kohl, but he was told that the property was unavailable. Last week he discovered that the property was up for sale and the new asking price is now \$800. He does not know why we would not take his \$1000, but now someone else is able to purchase the property for \$800. He is here to express his interest about it, and he is prepared to buy the property tonight for \$800.

Dierdre Glenn stated she would like to meet with him after the meeting to discuss it further. She stated that David Kohl reports to her. She finds him to be absolutely

transparent and easy to work with. She cares to know the details of what transpired.

Councilwoman Mejia stated that the selling of city property is one of her passions. When we get to this item on the agenda, she has some pertinent information to share concerning a timeline.

Councilman Harvey stated that it is an important discussion, because he feels that this seems to be a recurring problem. At least three people have complained to him, and he does not want them to leave tonight before we can fully address and discuss it.

Mayor Kennedy suggested that we continue the process, as there are people waiting to comment. We will come back to this topic as soon as we finish the public comments portion of the meeting.

Gabrielle Burton introduced Eric and Zarad. The youths handed out information to the council regarding Hook Elite Boxing. The club is in need of funds, and it is important that we find a way to support Mr. Lee. He is doing a great job with the children. The sport offers skills and discipline that the children can carry with them throughout their lives. She reached out to the residents for help. It will cost about \$4800 to transport, accommodate and feed the seven (7) children that he is taking to the Nationals in West Virginia. If we all lend a hand then we can get this done. We can show *all* of our children that we care. For every youth that is in a positive atmosphere, that is one less youth that we have to worry about being shot or killed. She pointed out that Lee has set up a *Go Fund Me* page. Next, Burton remarked that the Auxiliary Police is a much valued presence and asset in our community. We love seeing them at various community events. She encouraged the youth to become involved. We don't always need money to get things done. If we can have a person's time and sensibility then we can do wonderful things in our city.

Ms. Boyd resides on Prospect Street. She received the letter from Central Hudson regarding scheduled work on her street. She stated that Prospect Street is roughly four (4) blocks long and it is being used as a raceway. The street had been paved previously, but it was done in patch up jobs. Several cars have gotten hit because other cars continuously try to dodge the potholes. Her street should be paved just like Robinson

Avenue has been paved. She and her neighbors want their street paved, and they want speed bumps to slow down drivers.

Nelson McAllister spoke about Resolution #155-2017. The grass on the property is about 3-feet high and the building looks like it is going to fall down. Hopefully any prospective buyer would rehab it right away. McAllister hopes the council will vote to approve it tonight, since it was tabled previously. Second, when he was the Executive Director for Boys and Girls Club, the Auxiliary Police was a great asset. They provided security services, along with the Newburgh Police Department. He encouraged the new police chief to resolve the issue expeditiously, so that we can get them back on the streets. Last, he mentioned that the Hudson Valley Christian Church, under the leadership of its new pastor Michael Negron, will be hosting a back-to-school book bag giveaway. The Christian Ministerial Fellowship is going to support the event to help make it enormous and more widespread. He implored the council to put it on the agenda to make sure that we have a good thing for our children. He stated that the greatest natural resource of any nation is its youth. We have been afforded the greatest responsibility, and that is the raising of the next generation.

Matthew Schepis, a member of the Auxiliary Police Department, spoke about all of the positive things the Auxiliary Police has done, including assisting a woman who passed out and suffered head trauma on the evening of the City's 2008 National Night Out event.

Earl McFarlane, a member of the Auxiliary Police Department, spoke. He deemed it an honor to serve this community, and in doing so, his aim is to lead by example. Prior to coming onboard the Auxiliary unit, he served with NYPD, and he performed his job with great pride and dignity. McFarlane believes that he has the ability and requisite skills to perform the duties of the Auxiliary Police. Also he stated grievances about the uniforms.

Russell Bevier stated he has been doing this since 1971. He stated that the unit has had a perfect record up until now, and now it has become smeared. He would like a rebuttal. He read a letter, in which he wrote to the City of Newburgh back in May. The letter does not state that anyone has resigned, although it has been interpreted as such. He commented about the color change in the uniforms. Had he actually quit, he would have turned in his uniform. The unit did turn in their uniforms once, but things turned around. He grieved about the need for more training. His team is out there protecting the

entire community.

Police Chief Joseph Cortez spoke. He does want to change the color of the uniform, and there is no debate about the need for more training. The uniform differentiation is not the target for the violence, but it could prevent certain members of the public, such as illegal immigrants, from approaching the police. These members of our community may feel more comfortable talking to an Auxiliary Police officer rather than a police officer, and he wants to maintain that separation. He refused to discuss the matter further in an open forum, as it is part of an investigation.

Mayor Kennedy remarked that this is a topic that has a lot of ramifications to it. There are points that can be made on both sides. She suggested that a separate meeting be held on this topic.

Councilwoman Rayford stated that this meeting needs to take place immediately. There are a lot of planned events in the city, and we need our Auxiliary Police to assist. With the overtime charges, our taxpayer dollars are at stake.

A member of the Auxiliary Police remarked about the day-to-day duties of the unit. They start every event with a formal meeting. They assign people based on availability. The Auxiliary Police unit tries to cover as much as it can, but they don't want to be caught out there with nothing either, as unexpected things can pop up quickly. He pointed out that they keep a record of all of the meetings going back to 2008. They need this training to protect themselves, and there may become a time when they have to protect a police officer's life too. He stated that he has several years of armed security guard training, and many other members of the unit are qualified. They can't go out there with just a uniform on. Eventually he would like to see the Auxiliary officers be armed, but, he understands that proper training is necessary.

Acting Chief Cortez remarked that this is the type of accusation he is referring to, that the Auxiliary police carries arms. This is why there needs to be oversight in the department. We want to prevent this before it becomes a problem. The Town of New Windsor stopped using armed Auxiliary due to the liability issue. He pointed out that de-escalation is the type of training that he is talking about.

Lt. Jesse Howard, member of the Auxiliary Police, stated that the unit did not quit. He heard it on the news, but that was not the intent of the letter. The City of Newburgh's Auxiliary Police unit was organized in the Mid-1960s. We currently have eleven (11) officers. One is out on disability. Four (4) members are armed guards, and one (1) member is an ex-military officer. The remaining members are licensed security guards. Each member puts in roughly eighty-five to one hundred (85-100) hours in volunteer service monthly. This is cost savings for our citizens. He pointed out that when they recruit new members they try to get people who are trained already. The Auxiliary unit provides protection and security for municipal properties, such as City Hall, the schools, parks and recreational fields, streets and all along our waterfront. He refuted a statement that he heard referring to the unit as a "rogue unit". Every meeting that they hold is documented. He is able to recall any meeting for anyone who requests it. The Auxiliary Police Unit does not just self-activate, they follow the guidelines implemented under former Chiefs Ferrara and Cameron. He acknowledged that there was a glitch in how some of the monies were spent, but this was straightened out under Chief Cameron. Howard passed out copies of emails that helped clear up some of the spending concerns.

Jeffrey Woody mentioned a safety concern on Broadway in front of the church. He has been there for sixteen (16) years. The second year he was there the ground caved in causing a vehicle to go into a sinkhole. A large rectangular space was used to repave the road, but over the years it continues to sink in that same spot. He emailed photos to city staff. The Department of Public Works has since come out and looked at it, but he thinks there is a problem underneath the ground.

Omari Shakur spoke about Resolution #157-2017. He stated that there were kids skateboarding at the Newburgh Illuminated site. The children have been asking for a skate park for years. If we can do a large festival overnight, then why can't we get a skate park and other activities for the youth? Next, he mentioned the hazardous condition at Liberty Street and First Street. He spoke about it several times. Either a traffic light or a speed bump needs to be placed at that intersection. Recently there was another bad accident that occurred, in which a child almost got hurt while disembarking the school bus.

This portion of the meeting was closed.

June 12, 2017

City Council Members

83 Broadway

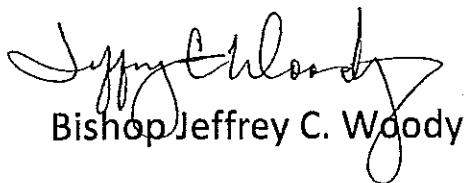
Newburgh, NY 12550

Good Evening,

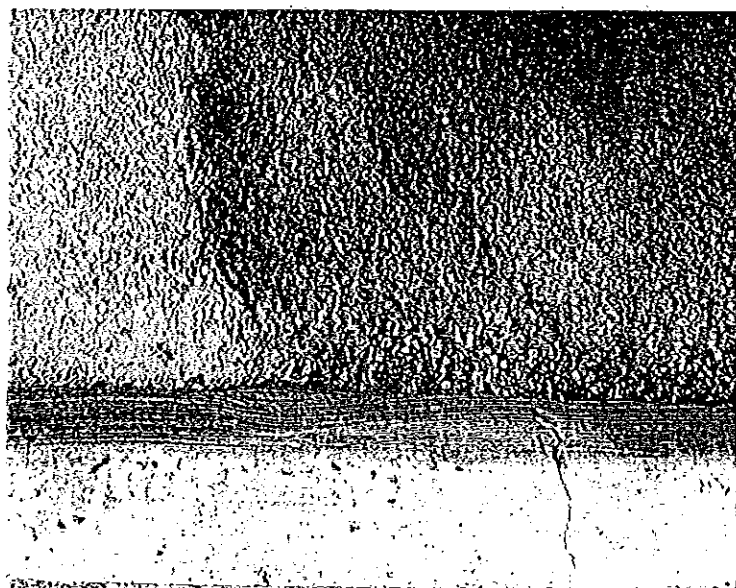
I called to speak with the City Manager regarding a potential danger in front of 127-133 Broadway towards the end of April and did not receive a return call. After about two weeks, I took pictures, which are attached and walked to City Hall and requested to meet with him. He was not in at that time and I was asked to leave/send an email with the pictures.

During the past 16 years, that very spot has caved in and the front end of a car went into the hole. Over the years it has continued to sink again and each time it has been patched. Please look into this matter and repair it so that another car does not fall into 'that' hole again.

Sincerley,



Bishop Jeffrey C. Woody



From: Jeffrey Woody <bishopjw@icloud.com>
To: jcwodya <jcwodya@aol.com>
Subject: Fwd: Sink hole
Date: Mon, Jun 12, 2017 7:38 pm

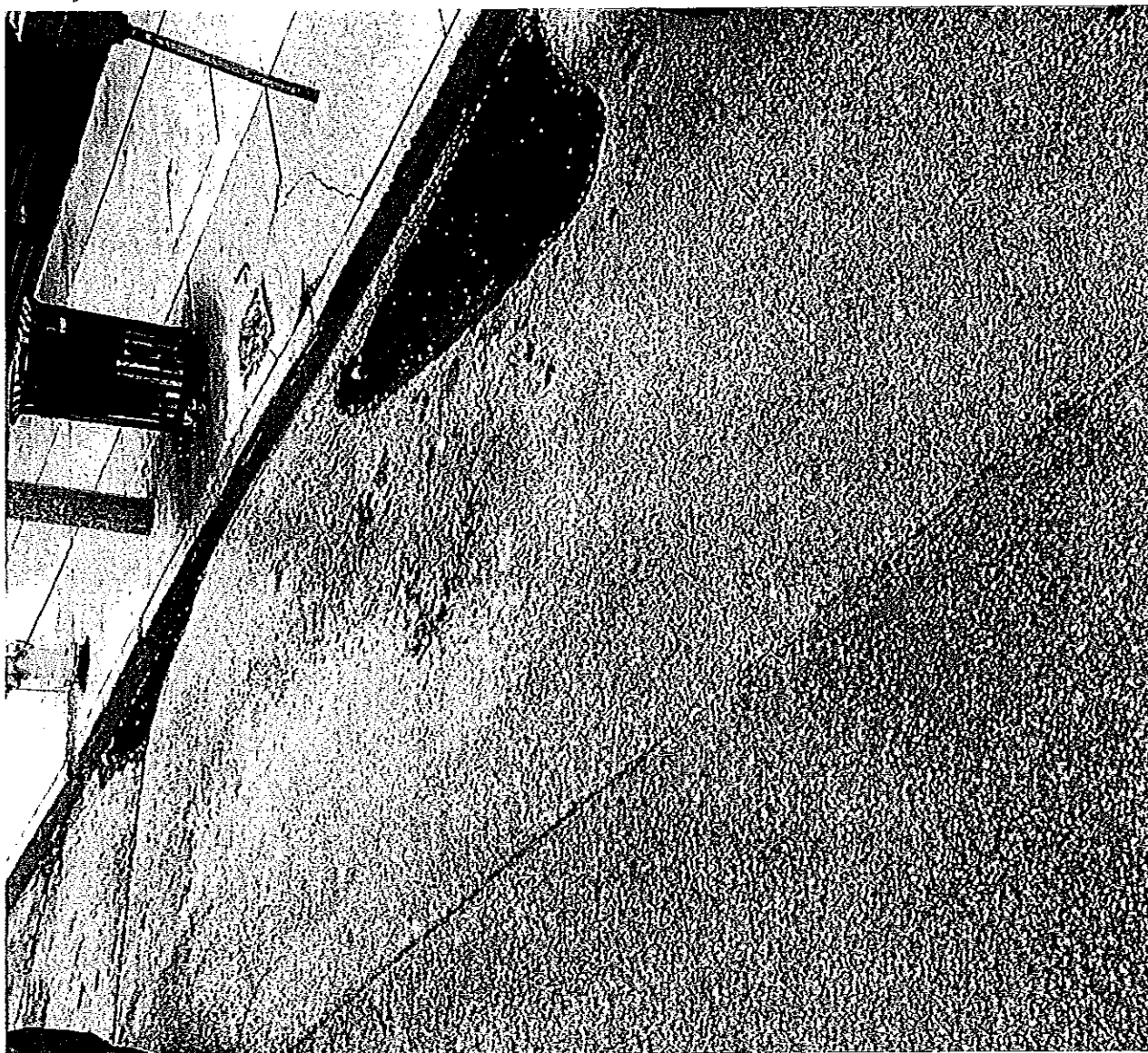
Sent from my iPhone

Begin forwarded message:

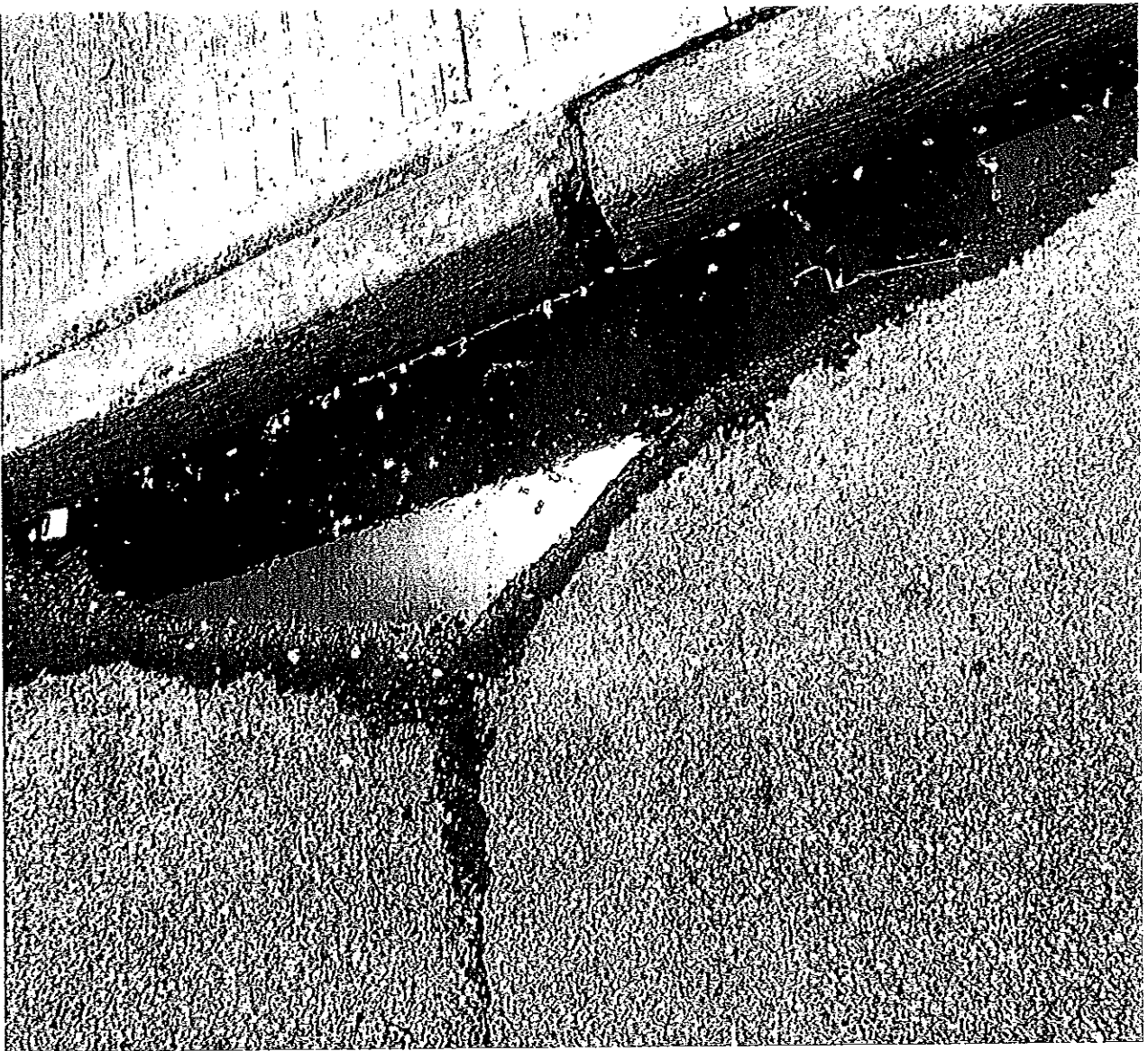
From: Jeffrey Woody <bishopjw@icloud.com>
Date: May 8, 2017 at 11:26:15 AM EDT
To: ediaz@cityofnewburgh-ny.gov
Subject: Sink hole

Good morning,

Please be advised that the road is caving in again at 131 Broadway in front of the House of Refuge.







Sent from my iPhone

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams stated that she is glad to see that they are voting on three property purchase agreements. These properties are located in her ward, and it will be good to get them back onto the tax rolls.

Councilwoman Angelo remarked about the skate park. She was glad that Omari addressed it. It seemed like it was coming to Newburgh four years ago, but, she is thrilled to see that we are voting on it tonight. Also, she is happy that the shelter house looks like it is going to be a done deal.

Councilman Harvey stated previously that there has to be accountability for city departments. It is not that he doesn't trust or believe in the work and the leadership of DPW, but he does not understand why road repaving has to take so long. He continuously hears complaints from the public, and he knows from his own experiences, the frustrations of traveling these roads to work daily. Decisions, such as road repaving, get made by Department Heads, not the city council. However, when we don't get desired results from the department then accountability has to be implemented for the city manager. Accountability and letters of reprimand need to exist for those departments charged to do the jobs they are hired to do. If he doesn't do his job as an educator, then a letter of reprimand goes into his Human Resources file. The same type of system needs to be implemented in the City of Newburgh. Harvey implored his colleagues to join him in this effort. People come to the city council because we legislate laws and resolutions. We have to understand the functionality of our city government. Any issue that has to do with infrastructure and repairs, sidewalks, garbage, etc. all concern holding people accountable to do their jobs.

Next, he stated that he received multiple calls about David Kohl and the selling of city-owned property. He has never met Kohl, but a number of complaints and documents he received from African-American community members interested in buying these properties show a disparity. They seem to get shuffled to the side for whatever reason. He has inquired about the process involved, and he was informed that certain properties don't even make it onto public inventory list of property. They are withheld because there are plans for those properties to be marketed and bundled in a certain way. Harvey stated at the work session that he takes issue with it, because no one in our city employment has a real estate or broker license to use that type of discretion to make these decisions.

Dierdre Glenn stated that she is truly concerned about these allegations. She is in the office at least fifty (50) hours per week. She sees who comes and goes, and she knows the schedule of her staff. She welcomes a discussion with Harvey concerning it, and she

would like to know who is making these allegations. She hasn't seen any discrimination, and she does not know that it exists. Glenn acknowledged that Mr. Herring was here before the council one year ago when he put in a bid on one of the Dubois Street properties. The council had asked that we go back and ask him for more money, in which we did. A year later somebody was bundling the property with two other properties, and she never thought of going back to the prospective buyer. Glenn stated that the allegations that her office are withholding certain properties or that the office is racially biased hits thickly.

Harvey remarked that it is an allegation, and that is why he is making the inquiry. He asked her to state for the record if there are properties that are sold by the City that never appear on the property inventory list. Also he asked if it takes two months to inventory property.

Glenn responded "No," unless there is a council decision to sell the property back to the owner, in which this type of transaction doesn't go through her department at all. Glenn responded in the affirmative that it takes two months to inventory property.

Last, Harvey pointed out that our Auxiliary Police has done a great job in our city, and they are greatly needed. Harvey stated that he is not a person in the law enforcement field, but he respects and appreciates the point of view of Acting Chief Cortez. Hopefully there will be opportunities for more dialogue between the two sides so that we can get a better understanding and move forward on the issue.

George Garrison spoke. He stated that a pavement management plan was implemented this year. He is hopeful that it is going to be done by early September. This will show everybody who pays taxes in this city, including himself, how much money was allocated for road repaving. He pointed out for the record that the budgeted amount is zero. We have been spending CDBG money only. He had thirty-two (32) persons laid off in his department since 2010, yet it is the DPW that has to maintain the city's 200-plus properties, fix the potholes, maintain the parks, fix the sewer digs, etc. The only reason he likes to pave toward the end of the summer is because of everything else that happens in the city between spring and fall.

He commented about CHIPs money. We had over \$1 Million in CHIPS money, but for many years we were not allowed to spend that money. This will be the third year that we have been permitted to spend that money.

He asked for a recoup of the labor that he lost in his department since 2010. Last year he received only one additional employee. He has to have employees to be able to do all of the work that that is required of his department. He is not going to continue to take the brunt of criticism in his department when all of us are in the same boat. He invited the council to come to his department, on any given day, and see for itself what DPW does. Garrison stated that he will stop everything else to do what the council pleases, just let

him know that is what you want him to do.

Councilwoman Holmes stated that she is glad that Garrison got up and spoke. CHIPs money is reimbursable, and we have to have it in order to be able to spend it. Second, she stated that Burton Towers is privately owned, and the owner needs to be contacted regarding the building issues. Next, she addressed comments about the camera at Fullerton Avenue and Bush Avenue. That camera is brand new. Whoever told the lady that camera does not work is not informed correctly. All eighteen (18) cameras that we have in the city are fully functional, and we are voting on thirteen (13) more tonight. She is very concerned about that area because there have two murders there since she has been in office. She has checked the accuracy of the camera and lighting issues herself. If there are lights that are currently out, then it is only because they have been broken intentionally. That is what criminals do. They shoot out the lights so that they are able to do their dirt in the dark.

Holmes stated that speed bumps cost a lot of money. If we don't put all of this money into the budget to perform the work, then it is just not going to happen. We took money from the skate park and put it toward the lights and cameras. We had to make a decision to either save lives or proceed with the skate park. Eventually the skate park will come. Last, she is glad that the Auxiliary Police members spoke. She respects Acting Chief Cortez's position against speaking at a public forum. We need to sit down and resolve this issue. She supports both the Auxiliary Police and the Police Department, but, we need to collaborate to make it work.

Councilwoman Mejia stated that she has attended several events of the Hook Elite Boxing club. It is already housed in a city building. Using City of Middletown as a model, the next logical discussion would be for us to see how the program can grow within our recreational department. She acknowledged that a budget impact exists though. Second, she addressed safety concerns about the intersection on First Street and Liberty Street. She suggested that the data be pulled by the PD for incidents at that location.

Third, she pointed out that there will be a Central Hudson community meeting. She will post the information on the city's website because there are a lot of concerns regarding the intended work. Many homes have the slate sidewalks, and the residents are concerned about what is going to happen to those sidewalks in front of their property.

Fourth, she remarked that paving is a topic that is dear to her heart. She pointed out that it is not CDBG money, it is CHIPs money that is allotted to cities like ours. You have to have the money, spend it first, and then submit the paperwork for reimbursement. She stated that Ward One has been patiently waiting to get its streets paved. She encouraged her colleagues to take a ride through some of those streets. They look like the rest of Newburgh. She pushed hard to have a pavement management plan to take the politics out of the needs and safety of the community.

Next, she thanked both the Auxiliary Police and the Police Department for their service. She is looking forward to a follow up discussion with the City Manager about the issue between the two sides. Also she addressed the issues at Burton Towers and the need for tenants associations. They should be having discussions and directing those concerns to the property management company.

Last, she spoke about Resolution #163-2017, which bundles the Dubois Street properties into a package. She recalled a February email, in which the entire council received specifically discussing 194 Dubois Street. Mejia explained that we were trying to standardize the process of selling vacant lots at a price of \$1000. She explained to Mr. Herring previously that a majority of the council had asked for full appraised value of the lot, and that if he was still interested in the property that he should follow up with David Kohl. Mejia stated that there was some debate amongst the council concerning permissible usage of the property. Mejia stated that she takes discrimination claims very seriously, as does everybody else on the council.

Councilwoman Rayford stated that she has to try to keep her composure when she hears words that she feels are distasteful in describing people, such as "illegal immigrants" or "dumping people into our city". We are all God's creation, and our city is a welcoming one. She feels that the city manager should be mindful that he, himself, is not from here either. People who are in troubled situations are here now, so what are we going to do about it? Rayford stated that we should have respect and consideration about humanity. She stated that the city manager should enlighten the council as to what he plans to do about the situation. Her campaign slogan is "Safety first," and she wants to know that *everybody* is protected.

Second, she stated that Auxiliary police has a peace officer status, as administered by the State of New York. She stated that perhaps individuals who are licensed could be given clearance to be able to carry as long as they are licensed to do so. Our Auxiliary officers help to ease the overtime issues in the police department. She has never heard of any complaints about the Auxiliary police being untrained or acting out of order. So she does not understand why they are given such a bad image. Let's not prolong the discussion between the two sides, because it is vital that we get the unit back on track. Rayford feels like we can find monies for everything else, so why can't we find money to provide them the proper training that they are requesting.

Next, Rayford commented about road pavement prioritization. She asked if it was done recently, and also if it was something that was scheduled.

Michael Ciaravino commented that he did it pursuant to a survey, which outlined all of the different streets that have been paved over in the last couple of years. It was done in coordination with all of the teams around the table, and it was in response to the push he received from council to do something earlier in the season. He reported on it at multiple times to the council. As far as the fall paving schedule, this is us moving ahead of that schedule to get work done in the summer.

Rayford felt that because it was moved ahead this year, and not in previous years that she sat on council, it could be seen as a hidden agenda being put forth by individuals. She does not want the community to "sleep" on what is going on behind the scenes.

Mayor Kennedy remarked about the public comments portion of the meeting being lumped together into one section. It is going to present a problem if the council can't answer peoples' concerns immediately. People end up leaving the meeting before the council has had a chance to respond. Second, she stated that nobody is more concerned about skate park than her. The money was in place and they were ready to vote on it last fall. Then the shooting at Goldbacks Deli occurred. Everybody decided that they wanted to invest money into the cameras and lights. We found additional money for skate park, and hopefully we can get the project started by mid-summer.

Third, she addressed the need for speed bumps. People are speeding all over this city. We pass on the right because we don't have turning lanes. People make U-turns in the middle of Broadway. There is absolutely crazy and insane driving throughout this city. The police can't deal with all of the traffic infractions because they are busy dealing with all of the violent crime. It all comes down to money. We need to hire more police officers to be able to deal with everything.

Kennedy stated that we all want our streets paved, but we have to start somewhere. She credited Councilwoman Mejia for championing the mill and fill process so that we were able to use our CHIPS money. We are starting with the main and arterial streets in our city. She understands the frustration because she lives on Townsend Avenue, which is literally one block long. The street is full of potholes. DPW is limited in resources and we are all working the darnedest we can to get things done.

Next, she spoke about Newburgh being the dumping ground for parolees and sex offenders. She pointed out that the County of Orange is the entity that sends them here because we have housing. There are 130 sex offenders in this city, and we don't receive any money for them. We seem to get the problems and the trouble on the streets. Also, she concerns of fairness and equity with regard to the selling of city property. People have all kinds of perceptions, but, perception does not equal truth. We need to look into these allegations and find out what is actually happening. We are unable to keep track of a person's interest in purchasing property. If the transaction fell through last year, then that doesn't mean that the city is automatically going to call the person this year. It is up to the individual to stay on top of it, as there are a lot of people going through this process.

Kennedy stated that she has been a fan of the Auxiliary Police since she got into office. She wants to come to a middle ground that both sides can work toward a solution. She stated that she would call the owners of Burton Towers directly and bring up the public's concerns about the building. She discussed the Hook Elite Boxing Club. The organization is under the Ebenezer Baptist Church, and as such, the City of Newburgh can't give public funds to a religious organization. In the past we have gotten into a lot of trouble for doing this. The way the city tries to support the organization is by permitting

it to use our building facilities. Hopefully it can grow and the community will support the children. If every church group donated a \$100 to the boxing club, then that would help the organization meet its goals. She stated that the sports club does a great job with the children. Last, she announced that the fireworks display will be held on Sunday, July 2, 2017 at 9:00 P.M. It is being changed to this date to help cut overtime costs in the police department.

This portion of the meeting was closed.

Before the City Manager commenced his report, he spoke about Pastor Woody's concerns. He stated that the area was repaired. He has Woody's cell phone number, so he will be following up with him on it. Whenever complaints are made, we try to be responsive. George Garrison made special accommodations for that request even though he was not prepared to do it comprehensively. These are examples of things that occur behind the scenes that work in conjunction with all of the different departments. We will continue to look into things like this.

CITY MANAGER'S REPORT

Resolution No. 143 - 2017 - Authorizing a Master Agreement with NYSDOT for Replacement of the Walsh Road Bridge

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

Resolution No. 144 - 2017 Downing Park Shelter House Sewer Lateral Replacement

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

Resolution No. 145 - 2017 - Asbestos Air Monitoring Proposal with QUEST for Demolition at 117 Moores Hill Road

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

Resolution No. 146- 2017 - Award of Bid to Dan's Hauling & Demo, Inc. for the Demolition of 117 Moores Hill Road

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

Resolution No. 147 - 2017 - Fireworks - Contract Award

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

Resolution No. 148 - 2017 Recreation - Parking Funds

Michelle Kelson explained that The Armory and the City of Newburgh had entered into a license agreement in 2015 for use of the parking lot to support parking for events at the Armory. It wasn't clear how the money could be spent. Recreation Director Mr. Stanton has asked that the money be used for recreational programs. The council ultimately agreed to authorize those funds for that purpose.

Councilman Harvey pointed out that the City of Kingston has new parking meters. They even have a new cellphone app that will alert you when your meter will expire. Perhaps we can look into that for our city.

Councilwoman Mejia remarked that she totally supports recreational programming for the children. She pointed out that if we say in the beginning that we are going to put money into a trust account to save for a specific purpose, such as the repair of our municipal lots, and then we switch later on, then we have to be mindful of that.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 149 - 2017 Financial Advisory Services Agreement

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution 150 - 2017 Accepting Donations for Annual Back to School Event

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 151 - 2017 Approving the 2017 Camera Expansion Project

Councilman Harvey stated that as the city moves forward on the comprehensive video surveillance program, the city government should make a concerted effort to provide assistance, through either grants or other types of incentives, for homeowners and businesses to get wired up too. In doing so, it would help combat some of the crime in our city.

Mayor Kennedy remarked that it always comes down to the budget. In this case, she is not sure what we can use to fight anything.

Harvey stated that there may be grants that we can apply for to help homeowners.

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

Resolution No. 152 - 2017 Amend 2017 Personnel Book to add temporary positions in Parks and Sanitation

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

Resolution No. 153 - 2017 Authorizing the Execution of a Release of Restrictive Covenants for 246 First Street

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

Resolution No. 154 - 2017 Extension of time to close on 266 Carpenter Avenue

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

Resolution No. 155 - 2017 - Satisfaction and Release of Mortgage: Rev. Dr. Coleman Briggs

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

Resolution No. 156 - 2017 Access to Old Town Cemetery for Stabilization of Weigants Tavern

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

Resolution No. 157 - 2017 Completing the Environmental Review of the Skate Board Project

Councilman Harvey recalled that only a portion of CDBG funds were reallocated for cameras. There was a substantial amount of funds left over for the skate park. The real question is when are shovels going to be put into the ground? He asked for an update on the project.

Deirdre Glenn stated that she is hopeful that shovels will be in the ground before the end of summer. The skate park was redesigned to cut down costs. We have the \$350K set aside for the project. Additionally, it will cost another \$100K to complete the fencing.

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

Resolution No. 158 - 2017 Purchase of 70 Townsend Avenue

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

Resolution No. 159 - 2017 NYSERDA Streamlined Permitting Grant for EV Charging Stations

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

Resolution No. 160 - 2017 Purchase of 101 Benkard Avenue

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

Resolution No. 161- 2017 Purchase of 9 Carson Avenue

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

Resolution No. 162 - 2017 Purchase of 31 Clark Street, 180 Ann Street (Rear) and 12 Clark Street

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

Resolution No. 163 - 2017 Purchase of 193 N. Miller Street, 195 N. Miller Street, 197 N. Miller Street and 194 Dubois Street

Councilwoman Holmes is opposed to the resolution. She agrees with Councilwoman Mejia that the council should be consistent. She welcomes a meeting with Deirdre Glenn to iron out the details.

Councilman Harvey opposed the resolution. He feels that no one in Glenn's office is a licensed real estate agent or broker to use that type of discretion to sell property. He is concerned about the lack of full disclosure on the property list. He is interested in talking to David Kohl about the process because it appears that he is the 'gatekeeper' to these

properties. Harvey stated that it seems as though Kohl is the first point of contact in the office that the public encounters. He suggested that the council table the resolution to discuss it further.

Deirdre Glenn stated that Kohl is not the first person an individual encounters in the office. It is the Office Manager Tara Miller. Glenn would really like to follow up with the council on this matter to find out where this is coming from. She pointed out that Kohl is an appraiser, who worked in the Assessor's Office previously.

Councilwoman Rayford stated that she has heard from some of her African-American constituents, who told her that they were deterred several times. She would like to hear from Kohl to get his perspective.

Councilwoman Abrams stated that it all falls back on the council because we turned down the opportunity to hire a real estate agent to act on the city's behalf. We could have hired a professional real estate broker working for our city. This person knew our city well, and marketed and successfully sold properties in poor neighborhoods like ours.

Harvey concurred with Abrams. He pointed out that he was one of the council members, just as Abrams was, who supported the idea of hiring a real estate professional to take over this aspect of our city business. It may be something that the council needs to revisit. In the Mayor's absence the council was split on the decision to hire a real estate professional.

Mayor Kennedy stated that the council should put it back onto the agenda. She suggested that when council persons are approached by individuals with their concerns, they should write down their names and the properties they are interested in buying, as well as the call dates, dates of rejection, etc. This is so we have some actual data. If we are going to dig down deep into this issue then we need as much detail as possible.

Councilman Harvey moved and Councilwoman Abrams seconded.

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

Nays: Angelo-1

Tabled

Resolution No. 164 - 2017 Purchase of 382 Liberty Street

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 165 - 2017 MOU with DCJS for Hudson Valley Regional Crime Analysis Center

Acting Police Chief Cortez clarified for Councilwoman Rayford that the crime analysis

center would be located in Goshen. The expectation of the City of Newburgh is basically sharing information with the center. There is no cost to the city.

Councilman Harvey thanked Cortez for the work he has done on this because it is very important. He actually did some research and looked into it.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 166 - 2017 Support for State legislation to establish Tanker-Avoidance Zones in the Hudson River

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 167 - 2017 Support of Hudson River Sloop Clearwater's Sail to Washington, DC

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 168 - 2017 Safe Harbors 2017 CFA for Main Street Grant for the Ritz Theater

Mayor Kennedy explained that this resolution is a showing of support in the Ritz Theatre's request for state funding. It has nothing to do with the city's funding, and it won't impact our taxes. It simply expresses the city's support of the organization to do that.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 169 - 2017 Support for Safe Harbors 2017 CFA for an Environmental Protection Fund Grant for the Ritz Theater

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 170 - 2017 Local Law amending Chapter 230 of the Code of Ordinances regarding Reciprocal Plumbing Licensing

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 171 - 2017 City of Newburgh Human Rights Commission

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Abstain-Mejia-1

Adopted

Resolution No. 172 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 173 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Nays: Holmes-1

Adopted

Resolution No. 174 -2017

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 175 - 2017

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 176 - 2017

Councilman Harvey stated that this one of the properties that was never put on the list of properties for sale. The owner had been in foreclosure once before. Now the owner has been given the opportunity to repurchase the property. Harvey does not support the resolution, and he suggested that the council table it. This is one of the properties involved, in terms of how and why, certain properties get treated a certain way

Michelle Kelson stated that this property was recently acquired by the city. As part of the 2014 tax foreclosure the city took title to a number of properties. None of the properties on that deed have been made available to the public. The owner has inquired about his options to get the property back. She explained that a tax foreclosure interest gets referred to the Law Department. It doesn't get referred to Planning and Development or

any other city department. She clarified that the owner made a request to buy back the property in 2004, after losing it in a prior tax foreclosure. The previous council denied that request, so the owner did file a lawsuit demanding that the city sell it back. She stated that that litigation resulted in the city's favor. Then the city attempted to sell the property to a third party. The owner filed a new lawsuit, in which it received an injunction preventing the city from selling it to the 3rd party, until that litigation was resolved. After several years, the city council agreed to sell it back to the former owner. This was almost ten years ago. Kelson pointed out that if the city council is going to allow *some* property owners to address their tax foreclosure issues, then they need to afford *everybody* with that same opportunity.

Harvey commented that this is the first time that he heard about one of the owners having a health issue. But he still wants to table the resolution for further discussion. He stated that if he does not get support on the table, he still has concerns regarding this property.

Councilwoman Holmes stated that the individual offered the city \$5K for the property. However, we would be getting \$35K if the owner had to repurchase the property. She can't support a table because people enter IPAs all the time to try to save their homes. She feels that we should try to help homeowners.

Mayor Kennedy stated that it has been a standard practice of the city council, ever since she has been in office, to help people stay in their homes. If they can cooperate with the city, then we should try to help keep them in their home.

MOTION TO TABLE RESOLUTION #176-2017

Councilman Harvey moved to table, but it was not seconded. The motion to table the resolution was denied.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Nays: Harvey-1

Adopted

Resolution No. 177 -2017

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

Resolution No. 178 - 2017

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

RESOLUTION NO.: 143 - 2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A MASTER FEDERAL-AID LOCAL PROJECT AGREEMENT
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-
FEDERAL AID ELIGIBLE COSTS FOR THE DESIGN AND CONSTRUCTION
FOR THE REPLACEMENT OF THE WALSH ROAD BRIDGE**

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) in the City of Newburgh, Orange County, PIN 8761.40 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$375,000.00 is hereby appropriated from H1.5110.0208.8102.2016 - Lake Dr/Walsh Rd Bridge and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project

and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager the following municipal titles: Mayor, Deputy Mayor, Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

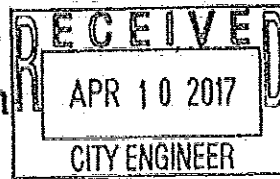
I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2017.

Clerk, City of Newburgh



Department of
Transportation



ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

April 7, 2017

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

RE: PIN 8761.40, WALSH ROAD/QUASSAIC CREEK
BRIDGE REPLACEMENT 2223620
CITY OF NEWBURGH, ORANGE COUNTY
MASTER AGREEMENT

Dear Mr. Morris:

Enclosed are eight (8) Master Federal-Aid Local Project Agreements for the recently approved project referenced above. Please return seven (7) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the seven (7) locally executed agreements must contain original signatures, notarizations, and certified seal-stamped resolutions. A sample resolution is attached.

When executing the agreement, please be sure to:

- fill in the Resolution number, date of the meeting at which the resolution was passed, and the title of the person authorized to sign the agreement on behalf of the local agency in eighth paragraph beginning with "Whereas".
- make sure the agreement is signed by the person authorized to sign the agreement on behalf of the local agency, by the agency's legal counsel, and by a notary public.

As the project progresses, for civil rights purposes, the sponsor will need to agree to comply with the terms and conditions to access and use NYSDOT's current reporting software. Within the attached Resolution is a WHEREAS clause that enables various municipal employee titles authorization to execute various agreements and certifications throughout the life of the project. It is imperative that this paragraph remain within the resolution and include the various titles.

To expedite State execution of the agreement, the language in the agreement and sample resolution should be used without addition or modification. If any additions or modifications to either the agreement or resolution language are desired, please contact me prior to making any changes to the documents.

EBO: The New York State Department of Transportation approved civil rights reporting software is called EBO (Equitable Business Opportunities) and is required for use on all federal aid projects. It is the sponsor's responsibility to monitor the use of this reporting system for both consultants and contractors.

Mr. Jason Morris
April 7, 2017
Page Two

To initiate access to EBO for both Sponsor and consultant for this project:

- Sponsor – complete the "Local project Consultant Agreement EBO Data Entry Form" (enclosed) after fully-executed a consultant agreement and receiving the "Consultant Information Request Form for EBO" from the consultant. (Some information will need to be filled out by the LPU).
- Sponsor – if do not have existing access to EBO, will need to submit a Sponsor access request; which can be found at <https://www.dot.ny.gov/dotapp/ebo>.
- Consultant - if do not have existing access to EBO, will need to submit a "Consultant Information Request Form for EBO" (enclosed).
- Sponsor - Submit all completed forms to the Local Projects Unit.
 - Once the project is set up in EBO, the Sponsor and Consultant will receive an e-mail notification of access to EBO.

ALL DBE and EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or Agent must monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements. Sponsor will include a copy of the "Monthly Utilization Report" and "D/M/WBE Attainments Report" from EBO, including any corrective action taken, with each request for reimbursement.

Per the Federal Highway Administration (FHWA) the funding for the phases within this agreement cannot be obligated until the agreement is returned to this office locally-executed. To ensure that the funding programmed for this project on the State Transportation Improvement Program (STIP) does not lapse, the City of Newburgh return this agreement to this office by August 30th as the ability to obtain federal authorization will lapse as of September 15th.

Your assistance in having the resolution passed and the agreement signed is appreciated.

Please note that under the terms of the agreement, the City of Newburgh is responsible for progressing the project in accordance with the manual entitled "Procedures for Locally-Administered Federal Aid Projects", including paying project related expenses first and then applying to the NYSDOT for reimbursement. Reimbursement can be made by NYSDOT periodically. Reimbursement of the federal share of project costs will be made by the Office of the State Comptroller as reimbursement requests are processed after the return of the fully-executed project agreement.

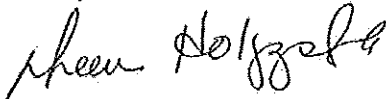
Enclosed for your records is a copy of the fully-approved Initial Project Proposal.

Mr. Jason Morris
April 7, 2017
Page Three

While primary responsibility for progression of this project lies with the City of Newburgh, the Region 8 Local Projects Unit is available to provide guidance as you progress your local project, and will monitor your activities for compliance with federal and state requirements. Questions concerning project development should be directed to the appropriate person in the Local Projects Unit:

Doreen Holsopple	(845) 431-5977	doreen.holsopple@dot.ny.gov
	funding, agreements, reimbursement requests & consultant procurement	
Lance Gorney	(845) 431-5856	lance.gorney@dot.ny.gov
	preliminary design, detailed design, environmental procedures	
Noel Harris	(845) 431-5717	noel.harris@dot.ny.gov
	bidding and construction / inspection procedures/Civil Rights Compliance	
Barbara Knisell	(845) 431-5817	barbara.knisell@dot.ny.gov
	bidding and award documentation	

Sincerely,

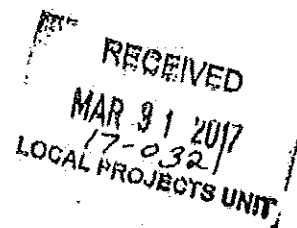


Doreen Holsopple
Administrative & Financial Advisor
Local Projects Unit

Enclosures



REGION 8 POUGHKEEPSIE



INITIAL PROJECT PROPOSAL (LOCAL)

PIN: 8761.40
Project Title: WALSH ROAD/QUASSAICK CREEK BRIDGE REPLACEMENT
Municipality: CITY OF NEWBURGH
County: ORANGE

Sponsoring Agency: City of Newburgh
(Name of Responsible Organization)

Approved: [Signature] 3/27/17
Michael G. Claravino, City Manager (Responsible Local Official) *Res. 38-2016 Date

38 - 2016

NYS DOT:

Recommended: [Signature] 4/3/17
(Regional Local Program Manager) Date

Program:
Checked for SFY 18/17 by [Signature] 4/3/17
(Regional Program Management) Date

Recommended: [Signature] 4/3/17
(Regional Planning and Program Manager) Date

Approved: [Signature] 4/4/17
(Regional Director) Date

INITIAL PROJECT PROPOSAL

STREET/ROAD NAME: Walsh Road

LOCAL ROUTE #: N/A

PROJECT LIMITS: The project begins along Walsh Road, starting approximately 850+/- feet south of the intersection of the Walsh Road and the Dickson Street and ends approximately 925 +/- feet south of the same intersection.

MILE POINTS: N/A

PROJECT LENGTH: .014 Miles BIN(S): 2223620 CONDITION RATING: 4.133

FEDERAL AID SYSTEM: ☐ NHS ☒ Non-NHS

FUNCTIONAL CLASS: Walsh Rd: Urban Local-19

EXISTING CHARACTERISTICS OF CONCERN:

<u>ELEMENT(S)</u>	<u>MEASURE(S)/INDICATOR(S)</u>
Road Surface	Erosion and pothole of asphalt and concrete cover over concrete deck reinforcing bars. Subsequent paving has been completed to protect remains of deck and reinforcing bars and to improve road surface irregularities.
Girders	Two of the outside girders both have severe section loss in the bearing area located over the north and south abutments. The section losses and the holes are most severe directly above the seat.

DESCRIBE THE PROBLEM: The bridge is a single span multi-girder concrete deck bridge on concrete abutments. Among the five girders (WF24 x 94), G1 (begin) and G5 (begin and end) have severe section loss to the webs in the bearing area. The bottom flanges and the lowest part of the webs are partially embedded in a tapered concrete cap on the seat which slopes down toward the face of the stem. The section losses and all holes are most severe directly above the seat.

Girder G1 over the begin abutment and G5 over both abutments have severe web section loss in the

bottom ¼ of the web height. At girders G1, there is one long hole (48" x 2") just above the concrete embedment. The average section loss for web bearing is 77% over the entire seat. The average full height web loss is approximately 30%.

At girder G5, there are two holes in the web just above the concrete embedment, the average section loss at the begin abutment for web-bearing is 55% over the entire seat depth. The average full height web loss is approximately 34%. At the end abutment, the web of girder G5 has approximately 50% section loss above the seat. The average full height web loss is approximately 20%.

The affected members are load-path redundant, rolled steel girders without bearing stiffeners, in a single span 5-girder system. The web section losses at the lower bearing areas could result in web distortion and/or web crippling.

Undermining has also been previously reported in past bridge inspections under both the north and south abutments.

DESCRIBE PROJECT OBJECTIVE: The project objective is to replace the existing deteriorating single span steel multi-beam concrete deck bridge on concrete abutments with a new single span bridge to carry both vehicles and pedestrians along Walsh Road over the Quassaick Creek.

DESCRIBE THE PROJECT: The project involves the complete replacement of the existing structure that carries Walsh Road over the Quassaick Creek in the City of Newburgh, Orange County. Design features and standards for the project include bridge substructure and superstructure replacement, surface restoration (asphalt and vegetative), pedestrian sidewalk accommodations, drainage facilities restoration and life cycle cost considerations in selection of replacement bridge.

PROJECT ELEMENTS TO BE INVESTIGATED:

- | | |
|---|--|
| ☐ Deck or Minor Bridge Rehab. | ☐ Bridge Replacement - New Location |
| ☐ Major Bridge Rehab. | ☒ Bridge Replacement - Existing Location |
| ☐ Highway Resurfacing | ☒ Appurtenance: Sidewalk |
| ☐ Highway Reconstruction | ☐ Traffic Control |
| ☐ Other: Intersection reconstruction/road widening | ☐ Safety Considerations: |

PROJECT TYPE: NEW CONSTRUCTION/RECONSTRUCTION- BRIDGE REPLACEMENT

ACCOMPLISHMENTS:

Accomplishment	On Local Roads or Off Road		On Local NHS Roads		On State Highways	
	mi	km	mi	km	mi	km
Length of Pavement Lanes Improved	0.03					
No. of Intersections Improved						
No. of Signals Installed or Upgraded						
Length of Guide Rail Improved	200 ft	m	ft	m	ft	m
Length of Pavement Markings Installed	200 ft	m	ft	m	ft	m
Length of Sidewalk Improved or Installed	100 ft	km	mi	km	mi	km
Length of Bike Facilities Improved or Built	mi	km	mi	km	mi	km
No. of Buildings						
No. of Parking Spaces Added						
No. of Bridges Improved						
Priority Deficient	1					
Deficient						
Non-Deficient						
Total Bridge Deck Area	1500 sf	sm	sf	sm	sf	sm
Credit for Bridge Painting	sf	sm	sf	sm	sf	sm

ENVIRONMENTAL CLASSIFICATION:

NEPA Class Recommendation:

☐ Class I (EIS)☐ Class III (EA)☒ C list categorical exclusion ☐ D list categorical exclusion

Lead Agency: NYSDOT/FHWA

SEQR Type Recommendation:

☐ Type I☒ Type II☐ Unlisted

Lead Agency: CITY OF NEWBURGH

MPO INVOLVEMENT:☒ Yes;☐ Mid-Hudson South☐ Poughkeepsie-Dutchess County☒ Newburgh-Orange County☐ Ulster County☐ No; Non-federal aid project and/or outside urban area**SPECIAL CIRCUMSTANCES:**

NYSDOT Design standards and construction and material standard specifications must be used for all federal-aid local projects.

The Buffalo and New York City Districts of the US Army Corps of Engineers issued revised Regional Conditions for Nationwide Permits in March 2012. The Regional Conditions require a bridge, or an open bottom structure, or an embedded invert to create a natural streambed as well as maintaining the bank-full channel width through the structure.

Unless founded on rock, all structures crossing water shall be supported on piles or have other positive protection to prevent scour of the substructure.

PROBABLE SCHEDULE AND COST:

Project Phase	Phase Obligation Date (mo./yr.)	Total Cost (\$M)	Federal Share of Total Cost (\$M)	Local Share of Total Cost (\$M)	Fund Source
Prelim. Design (I-IV)	06/2017	\$150,000	\$120,000	\$30,000	V10/ E09
Detail. Design (V-VI)	01/2018	\$ 225,000	\$180,000	\$45,000	V10/ E09
ROW Incidentals	06/2017	\$30,000	\$24,000	\$6,000	V10/ E09
ROW Acquisition	04/2018	\$75,000	\$60,000	\$15,000	V10/ E09
Construction	12/2018	\$180,000	\$144,000	\$36,000	V10/ E09
Constr. Inspection	12/2018	\$1,500,000	\$1,200,000	\$300,000	V10/ E09
RR Force Account					
Utilities					
Betterments					
TOTALS:		\$2,160,000	\$1,728,000	\$432,000	

P6 PROJECT DELIVERY METHOD CODE:☒ D-B-B Design-Bid-Build with asset Service life >=10Years☐ D-B-OM Design-Bid-Operate or Maintain with Asset Service life <=10 Years

BASIS OF ESTIMATE: Estimate was obtained from the Sponsor and/or consultants.

MARCHISELLI PROGRAM ELIGIBILITY: Project is eligible for reimbursement under the Marchiselli program.

* Please note that if a request for Marchiselli funding can be made for this project, it is not guaranteed that funding will be available.

RESPONSIBILITIES:

The sponsoring agency will be responsible for progressing the project in accordance with the "Procedures for Locally Administered Federal Aid Projects" manual, including but not limited to:

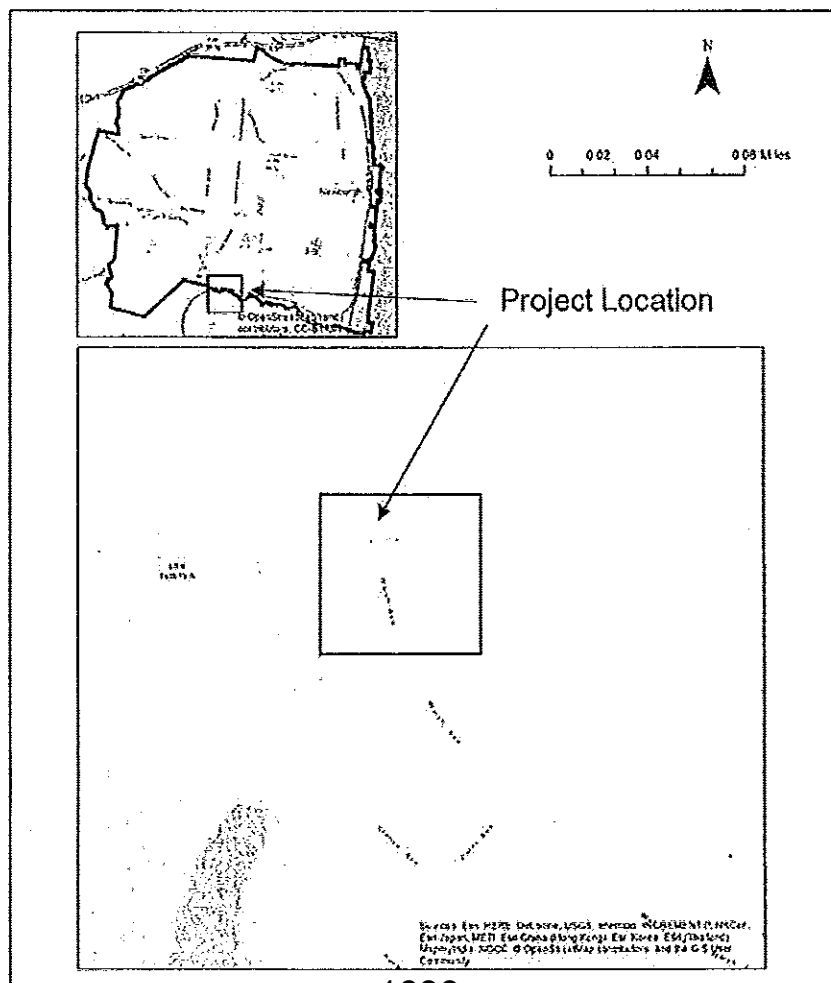
- Executing a project agreement with the NYSDOT.
- Procuring a consultant, if necessary.
- Preparing a project design report and construction contract documents.
- Acquiring any and all property required.
- Advertising for bids, conducting a bid opening, and awarding a construction contract.
- Providing construction inspection.
- Paying all expenses up front and then applying to the NYSDOT for reimbursement of the Federal and State shares as outlined in the project agreement. Any expenses incurred before receipt of an authorization to proceed from the LPU for the appropriate project phase are not eligible for reimbursement.

The NYSDOT Region 8 Local Projects Unit will be responsible for:

- Providing guidance, monitoring for compliance with all applicable federal and state requirements.

Project Location Map Attached.

IPP PREPARER: Zakia Alam DATE: 02/09/2017



SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the Bridge Replacement of Walsh Road over Quassaick Creek (BIN 2223620) PIN 8761.40 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of preliminary engineering and right-of-way incidental work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$375,000 is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Manager of the City of Newburgh be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, City Engineer, City Comptroller/Treasurer, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the _____, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the _____, New York, this _____ day of _____, 2017.

Clerk, City of Newburgh

PIN 8761.40
04/06/2017dh

LOCAL PROJECT CONSULTANT AGREEMENT EBO DATA ENTRY FORM

1. CONVENTIONAL: XXX
2. SPONSOR: _____ REGION: 8 COUNTY: _____
3. STATE-LOCAL AGREEMENT NO.: _____ PIN: _____
(see Example below)
- 3 SUPPLEMENTAL NO. _____
- 4 FEDERAL AID NUMBER OF PROJECT: FA _____
- 5 PRIME CONSULTANT: _____
- 6 PRIME TAX ID#: _____
- 7 SUB-CONSULTANT: _____ None _____ See pg. 2 (Reverse side)
- 8 Agreement DATE (DATE THAT SPONSOR AWARDS CONTRACT): _____
- 9 MAXIMUM AMOUNT PAYABLE(\$): _____
- 10 FEDERAL AID %: _____
- 11 DBE GOAL %: _____
- 12 PROJECT DESCRIPTION: _____

LOCAL AGREEMENT NUMBER EXAMPLE:

CONSULTANT CONTRACT

LD034723_C1 for DESIGN & ROW

_C2 for CONSTRUCTION INSPECTION

_C3 for OTHER design work if needed

Note: Last 2 characters represent Work Type

(OVER FOR MULTIPLE SUB-DATA)

SUBCONSULTANT	FEDERAL ID#	\$ AMOUNT COMMITTED	DBE (Y OR N)	ESTIMATED START DATE	ESTIMATED END DATE

CONSULTANT INFORMATION REQUEST FORM FOR EBO (10/2013)

(Failure to submit: EBO system Log-in/Password would be denied)

VENDOR NAME: _____ MALE: _____ FEMALE: _____ RACE: _____

TAX ID: _____

ADDRESS 1: _____

ADDRESS 2: _____

ADDRESS 3: _____

ADDRESS 4: _____

CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

PRIMARY CONTACT: _____ PRIMARY PHONE: _____

WEB PAGE: _____ EMAIL: _____

PRIMARY WORK CATEGORY: 1. CONSTRUCTION INSPECTION
2. DESIGN
3. BOTH

GROSS RECEIPTS: \$ _____

SELECT ALL THAT APPLY: 1. MBE
2. WBE
3. DBE
4. NONE

CONSULTANT INFORMATION REQUEST FORM FOR EBO (CREATED: 10/2013)

Federal-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO. _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and,

City of Newburgh (the "Municipality/Sponsor")
acting by and through the City Manager
with its office at City Hall, 83 Broadway, Newburgh, Orange County, New York

This Agreement covers eligible costs incurred on or after _____

This Agreement identifies the party responsible for administration, and establishes the method or provision for funding, of applicable phases of a Federal-aid project for the improvement of a street or highway not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as PIN 8761.40, Walsh Road over Quassaick Creek Bridge Replacement in the City of Newburgh, Orange County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State established the "Marchiselli" Program, that provides certain State aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, projects eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, the Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal Aid Local Project Agreement";
- Schedule "A" - Description of Project phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - Standard Clauses for New York State Contracts
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. government Required Clauses
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A (attached) or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual (available through NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered by NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1. *Federal Aid.* NYSDOT will administer Federal funds for the benefit of the Municipality /Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. code, as amended, that requires Federal-aid-eligible projects to be on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit addilives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2. *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality/Sponsor of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth in Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid Project costs must: (a) be eligible for Federal participation as described under '4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3. In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share or;
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4. All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5. If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreement or Supplemental Schedule A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal Aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organization and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance Agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYS administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement, provided any necessary Federal or State appropriations or other funding authorizations therefore, are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the "Procedures for Locally Administered Federal Aid Projects" manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

17.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By facsimile transmission;
- (c) By personal delivery;
- (d) By expedited delivery service; or
- (e) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Martin S. Evans
Title: Local Projects Manager
Address: Eleanor Roosevelt State Building
4 Burnett Boulevard, Poughkeepsie, NY 12603
Telephone Number: 845-431-5788
Facsimile Number: 845-431-5988
E-Mail Address: Martin.Evans@dot.ny.gov or doreen.holsopple@dot.ny.gov

(Municipality/Sponsor): City of Newburgh
Name: Mr. Jason Morris
Title: Newburgh City Engineer
Address: 83 Broadway, Newburgh, NY 12550
Telephone Number: 845-569-7448
Facsimile Number: 845-569-7349
E-Mail Address: jmorris@cityofnewburgh-ny.gov

17.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice

under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website. The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, State and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements there under related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual, which, as such, may be amended from time to time. Locally administered Federal-aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis.)

NYSDOT # _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

Municipality/Sponsor

By: _____

Print Name: _____

Title: _____

Municipality/Sponsor Attorney

By: _____

Print Name: _____

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

On this _____ day of _____, 2017 before me personally came _____ to me known, who, being by me duly sworn did depose and say that s/he resides at _____; that s/he is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that s/he signed his/her name thereto by like order.

Notary Public

Approved for NYSDOT:

By: _____
For Commissioner of Transportation

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

DATE: _____

Approved as to Form:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112.

07/2014 dh

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry Indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Old)		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.40.121	Current	STP	\$375,000.00	\$300,000.00	\$0.00	\$75,000.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
8761.40.221	Current	STP	\$30,000.00	\$24,000.00	\$0.00	\$6,000.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	(O) (I)		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$405,000.00	\$324,000.00	\$ 0.00	\$81,000.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$324,000.00	\$ 0.00	\$ 0.00	\$81,000.00	\$405,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

- The project involves the complete replacement of the existing structure that carries Walsh Road over the Quassaick Creek in the City of Newburgh, Orange County. Design features and standards for the project include bridge substructure and superstructure replacement, surface restoration (asphalt and vegetative), pedestrian sidewalk accommodations, drainage facilities restoration and life cycle cost considerations in selection of replacement bridge.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase

SCHEDULE B: Phases, Sub-phases/Tasks, and Allocation of Responsibility

Page 1 of 5 PIN 8761.40

Instructions: Identify the responsibility for each applicable Sub-phase task by entering an "X" in either the NYSDOT column to allocate the task to State labor forces or a State Contract, or enter an "X" in the Sponsor column indicating non-State labor forces or a locally administered contract.

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
XX_A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use, and development analysis and forecasts.		X
3. Smart Growth Attestation (NYSDOT ONLY).		
4. <u>Preliminary Design</u> : Prepare & distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.		X
5. <u>Review & Circulate</u> all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	X	XX
6. Obtain aerial photography and photogrammetric mapping.		X
7. Perform all surveys for mapping and design.		X
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , including all Highway Design, including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.		X
9. Perform landscape design (including erosion control).		X
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		X
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance separate, any portions of the project which may be more appropriately progressed separately and independently.		X
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X

PHASE/SUB-PHASE/TASK		Responsibility	
		NYS DOT	Sponsor
13. Conduct any required soils and other geological investigations.			X
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.			X
15. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.			X
16. Prepare and execute any required agreements, including: — Railroad force account — Maintenance agreements for sidewalks, lighting, signals, betterments. — Betterment Agreements B Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.			X
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT	X		XX
18. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).			N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.			N/A
XXX A2. Right-of-Way (ROW) Incidentals			
1. Prepare ARM or other mapping, showing preliminary taking lines.			X
2. Right-of-Way (ROW) mapping and any necessary right-of-way relocation plans.			X
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.			X
4. Secure Appraisals.			X
5. Perform Appraisal Review and establish an amount representing just compensation.			X
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including Ade minimus determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.			X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYS DOT	Sponsor
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X
8. The American recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/ Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
XXXX B. Right of Way (ROW) Acquisition		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYS DOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.		X
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.		X
3. Conduct eminent domain proceedings, court, and any other legal actions required to acquire properties.		X
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		X
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.		X
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		X
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		X
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		N/A

PHASE/SUB-PHASE/TASK	Responsibility	
	NYS DOT	Sponsor
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
XX__ C. Construction (C), Construction Support (C/S) and Construction Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		XX
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review/approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, & insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(a). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.		X
7(b). For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	Inspection by NYSDOT	Contractual reqs. of contractor and subs.
7(c). For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X

PHASE/SUB-PHASE/TASK	Responsibility	
	NYSDOT	Sponsor
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).		X
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.		X
12. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
13. Administer all construction contract claims, disputes or litigation.		X
14. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	X	XX
15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	X	X

XX= Lead in task.
Schedule B Dec/2011

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health,

and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

RESOLUTION NO.: 144 - 2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH TAM ENTERPRISES, INC. TO REPLACE
THE DOWNING PARK SHELTER HOUSE SEWER LATERAL
FOR THE AMOUNT OF \$20,750.00**

WHEREAS, a sewer lateral obstruction and deterioration was identified in the vicinity of the intersection of Carpenter Avenue and Third Street preventing the use of water and sewer facilities within the Downing Park Shelter House; and

WHEREAS, TAM Enterprises, Inc. has submitted a proposal to replace the sewer line from the Downing Park Shelter House to the intersection of Carpenter Avenue with new SDR35 sewer pipe, including the installation of 2 new clean outs, re-grading grass area and re-paving according to the City specifications along with plumbing work to be performed by Lee Zoldan, who has a license to work in the City of Newburgh; and

WHEREAS, the cost for the sewer lateral repair is \$20,750.00 and such funding shall be derived from CD1.8686.0200.8065.2014 - Downing Park Sewer Lateral - \$14,657.55 and CD1.8686.0200.8065.2015 - Sewers - \$6,092.45; and

WHEREAS, this Council has determined that entering into an agreement with TAM Enterprises for the sewer lateral repair 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 is hereby authorized to enter into a contract with TAM Enterprises, Inc. to repair the sewer lateral line from the Downing Park Shelter House to the intersection of Carpenter Avenue for the amount of \$20,750.00.



114 Hartley Road
Goshen, NY 10924

Phone: (845)-294-8882
Fax: (845)-294-8883

Bill To

City of Newburgh
Accts Payable
83 Broadway, 4th Floor
Newburgh, NY 12550

Proposal

Date 5/15/2017
Proposal # 12080REV

P.O. No.

Terms

Qty	Description	Rate	Amount
	Job location: Downing Park Shelter House		
	TAM Enterprises Inc is pleased to quote the following: Replace the sewer line from Downing Park shelter house to the intersection of Carpenter with new SDR35 sewer pipe. Includes: - Installation of (2) new clean outs, re-grade grass area and re-pave blacktop and roadway according to the city specs. - Plumbing by Lee Zoldan, who has a license to work in the City of Newburgh.		
	For the sum of:	20,750.00	20,750.00

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts.
Accounts are considered overdue on the 31st day past the invoice date.
You will also be liable for all legal and collection fees.

Total

\$20,750.00

Payments/Credit

Customer Signature: _____

Accepted By: _____

24 Hour Emergency Service • Hydro Vacuum Excavation • Pump Station, Installation & Maintenance
High Pressure Water Jetting • Video Inspection of Underground Lines • Installation of Water & Sewer Lines
Clearing of Catch Basins • Man-Hole Rehabs • Sewer & Water Plant Rehabs • Confined Space Entry
Pipe Lining Services • Soil Remediation Services • Pipe Location Services • Industrial Tank Pumping
Excavation Services • Emergency Sewer By-pass Pumping • Emergency Utility Services

RESOLUTION NO.: 145 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
IN THE AMOUNT OF \$4,830.00 FOR ASBESTOS ABATEMENT MANAGEMENT AND
THIRD-PARTY AIR MONITORING SERVICES FOR THE DEMOLITION
OF THE HOUSE LOCATED AT 117 MOORES HILL ROAD

WHEREAS, the City of Newburgh included in its Capital Plan the demolition of the house located at 117 Moores Hill Road adjacent to Browns Pond; and

WHEREAS, the demolition work presumes the presence of asbestos containing material which must be removed in compliance with law, rule and regulation; and

WHEREAS, by Resolution No. 325-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. to develop an asbestos-related site specific variance and prepare asbestos abatement scopes of work and bid specifications in the amount of \$3,600.00 in connection with the demolition of the house located at 117 Moores Hill Road; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos abatement management and monitoring and third-party asbestos air monitoring for the demolition of the house located at 117 Moores Hill Road; and

WHEREAS, the cost for these services will be \$4,830.00 and funding shall be derived from HF1.8320.0200.8116.2016-2016 BAN Browns Pond Demolition; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management and monitoring and third-party asbestos air monitoring at a cost of \$4,830.00 for the demolition of the house located at 117 Moores Hill Road adjacent to Browns Pond.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 24, 2017

City of Newburgh
City Engineer
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: Brown's Pond House Demolition Project
Request for Proposal – Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to provide subsequent Abatement Monitoring Services in support of abatement activities at 117 Moores Hill Road, New Windsor, NY.

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

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

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations,

Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

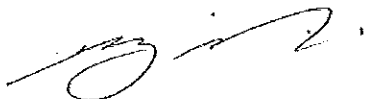
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full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

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

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

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

ASBESTOS ABATEMENT MONITORING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
BROWN'S POND HOUSE DEMOLITION PROJECT
117 Moores Hill Road
New Windsor, NY 12553

QuES&T agrees to provide the following services:

Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- QuES&T will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.

ASBESTOS ABATEMENT MONITORING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
BROWN'S POND HOUSE DEMOLITION PROJECT
117 Moores Hill Road
New Windsor, NY 12553

Abatement Management and Monitoring (Includes Item 1 and Item 2)

The following is a cost estimate to perform Asbestos Abatement Monitoring for the project. These cost estimates are provided strictly for budgeting purposes. They assume particular work practices and grouping of contiguous work areas to minimize set-up and duration. Actual project costs may vary significantly based on factors such as abatement crew size, overtime work, division of work areas and duration of enclosures.

The assumptions utilized by **QuES&T** in developing these estimates were as follows:

- **Abatement Contractor** will perform abatement as follows:
 - **Brown's Pond House** - One (1) "Large" Exterior Work Area over seven (7) eight (8) hour Weekday Shifts, excluding Weekends and Holidays.
- **QuES&T** will perform all abatement monitoring in compliance with Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site Specific Variances utilized in the conduct of this project.
- Turnaround time for "Background/Baseline", "Work Area Prep", and/or "Asbestos Handling" PCM Air Samples will be twenty-four (24) hours.
- Turnaround time for "Final Cleaning & Clearance" PCM Air Samples will be three (3) hours.
- **Abatement Contractor** will provide GFI power for air monitoring adjacent to each work area.

ASBESTOS ABATEMENT MONITORING SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
BROWN'S POND HOUSE DEMOLITION PROJECT
117 Moores Hill Road
New Windsor, NY 12553

➤ ASBESTOS ABATEMENT MANAGEMENT AND MONITORING SERVICES

Project Management Labor (1 PM, 4 Hours @ (\$90/hour)	\$ 360.00
Project Monitor "Weekday" Labor (1 Tech, 7 Shifts @ \$400/shift)	\$ 2,800.00
24-hr. TAT "Back/Prep/Handling" PCM Air Sample Analysis (82 @ \$15/each)	\$ 1,230.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (12 @ \$20/each)	\$ 240.00
Travel and Misc. Materials	\$ 200.00
Estimated Grand Total	\$ 4,830.00

NOTES:

1. Client shall be charged for actual services rendered and/or samples analyzed.
2. Sample analysis turnaround time begins when samples are received within the laboratory and does not include holidays.

ACCEPTANCE OF PROPOSAL #P17-5292

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: *Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.*

City of Newburgh -- Authorized Representative:

By _____

Signature

Print Name & Title

Date

ENVIRONMENTAL CONSULTING & TRAINING

RESOLUTION NO.: 146 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A CONTRACT WITH DAN'S HAULING & DEMO, INC. IN THE AMOUNT OF \$32,900.00 AND ALTERNATE BID PRICE OF \$8.50 PER SQUARE FOOT FOR THE DEMOLITION OF THE HOUSE LOCATED AT 117 MOORES HILL ROAD

WHEREAS, the City of Newburgh issued Bid#7.17 for the Brown's Pond House ACM Demolition Project (the "Project") located at 117 Moores Hill Road adjacent to Brown's Pond; and

WHEREAS, upon review and evaluation of the bids submitted, the City's consultant recommends that a contract for construction services for the Project be awarded to Dan's Hauling & Demo, Inc., as the lowest responsible bidder, in the amount of \$32,900.00, and an alternate bid price of \$8.50 per square foot; and

WHEREAS, funding for the Project shall be derived from HF1.8320.0200.8116.2016 - 2016 BAN Browns Pond Demolition; and

WHEREAS, this Council has reviewed the bid and determined that entering into a contract with Dan's Hauling & Demo, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the Brown's Pond House ACM Demolition Project is hereby awarded to Dan's Hauling & Demo, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute a contract with Dan's Hauling & Demo, Inc. in the amount of \$32,900.00, and an alternate bid price of \$8.50 per square foot, for the Brown's Pond House ACM Demolition Project.

46-17

QuES&T

Quality Environmental Solutions & Technologies, Inc.

May 31, 2017

City of Newburgh
Engineering Department
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, PE

Via Email: JMorris@cityofnewburgh-ny.gov

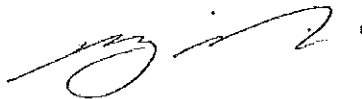
Re.: Brown's Pond House ACM Demolition Project
117 Moores Hill Road
New Windsor, NY 12553
Letter of Recommendation – Bid 7.17

Dear Mr. Morris,

Upon review of all bid documents for the Brown's Pond House ACM Demolition Project, I respectfully recommend Dan's Hauling & Demo, Inc. for award of this project. With a combination of their base bid and add alternate pricing, along with verification of references and licensing, it is my opinion that Dan's Hauling & Demo, Inc is the qualified low bidder.

For additional information concerning this submittal, please contact me at (845) 298-6031.

Sincerely,



Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

BID FORM

Project Identification: Brown's Pond House ACM Demolition Project

Contract Identification And Number: Bid No. 7.17

Submitted To: City of Newburgh

83 Broadway - 4th Floor Newburgh, NY 12550

Attn: Kathryn Mack, 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 Contract Documents for the Bid Price and within the Bid Times indicted 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 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:

#1 5/15/17

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- c. 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.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and CONSULTANT do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- e. 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.
- f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract 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.
- h. 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 advantage over any other BIDDER or over OWNER.
- i. Any other representation required by Laws and Regulations.

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

LUMP SUM BASE BID PRICE:

Thirty Two Thousand Nine Hundred Dollars \$ 32,900.00
Text Numerical

PER/SQUARE FOOT ADD ALTERNATE BID PRICE:

Eight Dollars and fifty Cents per/Square Foot \$ 8.50 per/Square Foot
Text Numerical

All specific cash allowances are included in price(s) set forth above and have been computed in accordance with paragraph 11.8 of the General Conditions.

5 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified in the Agreement.

6 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. Required BIDDER's Qualification Statement with supporting data
- e. Affidavit of Worker's Compensation
- f. Iranian Energy Sector Divestment

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

DAN'S HAULING DEMO, INC.
PO BOX 409, WYANTSKILL, NY 12198

8 Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: MAY 24TH 2017
Month Day Year

State Contractor License No.: _____

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: DAN'S HAULING, INC.

Corporation Name

Seal

State of Incorporation: NEW YORK

Authorized Signatory: [Signature] Title: PRESIDENT

Attestation: [Signature]

Secretary

Seal

Business Address: PO BOX 409, WYKANTSILL, NY 12198

Phone Number: (518) 438-9800

Date qualified to do business: AUGUST 2003

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 party to the joint venture should be in the manner indicated above.

This page has been intentionally left blank.

CERTIFIED COPY OF RESOLUTION

OF

BOARD OF DIRECTORS OF

DAN'S HAULING & DEMO, INC.

Name of Corporation

Resolved that

DAN WOLFE

Authorized Signatory

PRESIDENT

Title

of

DAN'S HAULING & DEMO, INC.

Name of Corporation

Authorized to sign and submit the Bid of the Corporation for

the following project:

BROWN'S POND HOUSE REMOVAL PROJECT

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:

DAN'S HAULING & DEMO, INC.

Name of Corporation

At a meeting of its Board of Directors held on the

24TH

day of

MAY

20

17

By:

[Signature]

Title:

PRESIDENT

Seal

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

This page has been intentionally left blank.

NON-COLLUSION BIDDING AFFIDAVIT

This affidavit must be completed by all Bidders

Brown's Pond House ACM Demolition Project

BID No. 7.17

City of Newburgh, New York

STATE OF:

N.Y.

)

) SS:

County of:

Renss

)

I, DAN WOLFE of the Town, Village, City of EAST GREENBUSH
in the County of RENSSELAER and the State of NEW YORK

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

I am PRESIDENT, an officer of the firm of DAN'S HAULING & DEMO, INC.
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

DAN'S HAULING & DEMO, INC.

Name Contractor

Subscribed and sworn to

Dan Wolfe

Also type or print name and title of affiant under this signature

before me this 24 day of May, 2017

Affix Notary Seal or Stamp below

Notary Public of

N.Y.

My commission expires:

10/2/18

Laura Suttie

LAURA SUTTIE
Notary Public - State of New York
Qualified In Rensselaer County
No. 01SU6048995
Commission Expires on Oct. 2, 2018

This Affidavit must be completed by all Bidders

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BID BOND

BIDDER, Name and Address:

Dan's Hauling & Demo, Inc.

P.O. Box 409, Wynantskill, NY 12198

SURETY, Name and Address of Principal Place of Business:

United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07960

OWNER, Name and Address:

City of Newburgh

83 Broadway, 4th Floor, Newburgh, NY 12553

BID:

Due Date: 5/24/17

Project, brief description and location:

Demolition of 117 Moores Hill Road, New Windsor, NY 12553

BOND:

Bond Number: n/a

Date, no later than Bid Due Date: 5/22/17

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

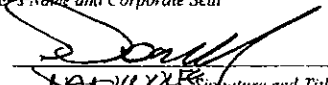
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:

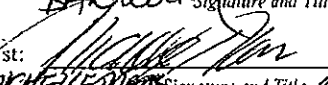
Dan's Hauling & Demo, Inc.

Bidder's Name and Corporate Seal

By:

 Signature and Title PRESIDENT

Attest:

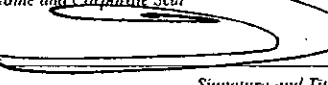
 Signature and Title CONTROLLER

SURETY, attached power of attorney:

United States Fire Insurance Company

Surety's Name and Corporate Seal

By:

 Signature and Title David M. Solimine,

Attest:

 Signature and Title Jordan C. Gilmartin,

Attorney-in-Fact

- 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 Bidding 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 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 commence 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 delivery, 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
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

89235423518

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

David M. Solimine, Emil W. Solimine, Vincent G. Matthews, Jordan C. Gilmartin

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2018.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV. Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III. Officers, Section 3.11. Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Senior Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019**

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22nd day of May 2017

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

Surety Acknowledgement

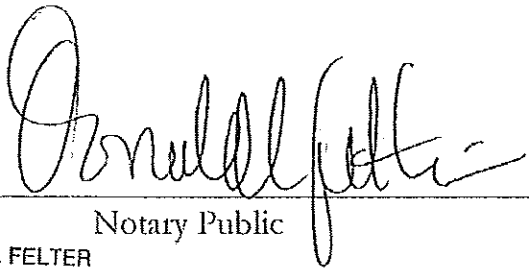
State of New Jersey

County of Essex

On this 22nd day of May in the year 2017 before me personally came David M. Solimine to me known, who, being by me duly sworn, did depose and say that he resides in Morris County, New Jersey that he/she is the Attorney-In-Fact for

United States Fire Insurance Company

the corporation described in and which executed the attached instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was affixed by Order of the Board of Directors of the said corporation, and that he/she signed his/her name thereto by like order.

A handwritten signature in cursive script, appearing to read "Donald L. Felter", is written over a horizontal line.

Notary Public

DONALD L. FELTER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 16, 2017

Corporate Acknowledgement

STATE OF N.Y.
COUNTY OF Rens

On this 24 day of May the year 2017, before me Laura Buttie,
NOTARY PUBLIC personally appeared Daniel Wolfe
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person who executed the within instrument as president (or secretary) or on
behalf of the corporation therein named and acknowledged to me that the
corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by Official Seal,
the date and year first above written.

My Commission expires 10/2/18 Laura Buttie
Notary Public, residing in _____

LAURA BUTTIE
Notary Public - State of New York
Qualified in Rensselaer County
No. 01SU6048995
Commission Expires on Oct. 2, 2018

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2016

ASSETS	
Bonds (Amortized Value).....	1,471,712,440
Preferred Stocks (Market Value).....	-
Common Stocks (Market Value).....	976,114,587
Cash, Cash Equivalents, and Short Term Investments.....	660,394,004
Derivatives.....	9,658,755
Other Invested Assets.....	305,942,724
Investment Income Due and Accrued.....	10,188,806
Premiums and Considerations.....	205,718,194
Amounts Recoverable from Reinsurers.....	33,522,118
Funds Held by or Deposited with Reinsured Companies.....	6,197,733
Current Income Taxes Recoverable.....	736,656
Net Deferred Tax Asset.....	154,343,769
Electronic Data Processing Equipment.....	2,990,320
Receivables from Parent, Subsidiaries and Affiliates.....	65,966,844
Other Assets.....	46,114,305
TOTAL ASSETS.....	3,949,601,255

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,506,134,962
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	79,695,550
Loss Adjustment Expenses.....	418,377,929
Commissions Payable, Contingent Commissions and Other Similar Charges.....	2,874,183
Other Expenses (Excluding Taxes, Licenses and Fees).....	48,622,642
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	21,091,908
Unearned Premiums.....	496,766,067
Advance Premium.....	3,896,194
Ceded Reinsurance Premiums Payable.....	23,203,107
Funds Held by Company under Reinsurance Treaties.....	13,591,884
Amounts Withheld by Company for Account of Others.....	59,691,214
Provision for Reinsurance.....	1,008,707
Payable to Parent, Subsidiaries and Affiliates.....	2,182,852
Other Liabilities.....	53,603,045
TOTAL LIABILITIES.....	\$2,730,740,244
Common Capital Stock.....	12,096,000
Gross Paid In and Contributed Surplus.....	1,103,758,940
Unassigned Funds (Surplus).....	103,006,071
Surplus as Regards Policyholders.....	1,218,861,011
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$3,949,601,255

I, Carmine Scaglione, Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2016, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

C. Scaglione

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2017.
UNITED STATES FIRE INSURANCE COMPANY



BIDDERS QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

- 1 How many years has your firm been in business as a Contractor?

in years: 14

- 2 List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

PLEASE SEE ATTACHED

- 3 List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

PLEASE SEE ATTACHED

- 4 Work awarded to you; if so, state where and why.

PLEASE SEE ATTACHED

- 5 What equipment do you own that is available for this work?

EXCAVATORS, TRACTOR TRAILERS, DECONTAMINATION UNIT

- 6 What equipment do you plan to rent or purchase for this work?

NONE

- 7 Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

RICHARD GREEN, PE, 5 CAMDEN CIRCLE, DELMAR, NY 12054 (518) 257-7588
JOHN M. McDONALD ENGINEERING, 7 S. CHURCH ST. SCHENECTADY, NY (518) 382-
ADVANTIPROCESS TECHNOLOGIES, 1 HAMILTON ST. CLOVERVILLE, NY (518) 921-4486 (774)

- 8 Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

SURETY-KORE INSURANCE HOLDINGS, 354 ESEN DOWER RD, LIVINGSTON, NJ 07039
MIT BANK, 327 GREAT OAKS BLVD, ALBANY, NY (518) 464-6042 (913) 994-313
ALBANY LANDFILL, 515 RAPP RD, ALBANY, NY (518) 869-3657

- 9 Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

WILL SUBMIT UPON REQUEST

- 10 State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a CORPORATION

Type of Legal Entity

The address of principal place of business is:

PO BOX 409
WYNANTS KILL, NY 12198

The names of the corporate officers, or partners, or individual doing business under a trade:

DAN WOLFE - PRESIDENT

NAME OF CONTRACTOR: DAN'S HAULING & DEMO, INC.

OBLIGEE - PERSON TO CONTACT - PHONE		PRIME SUB	START DATE	END DATE	Bonded	Contract Price (Including Approved Change Orders)	Contractor's Estimated Cost When Bid (Including Cost of Approved Change Orders)
OBLIGEE: St. Lawrence County CONTACT: Manasseh Burt PHONE: 315.661.3206 FAX: PROJECT NAME: Former I&L Redevelopment Project	Demolition of Structures	PRIME	Nov-16	Aug-17	Y	458,958	315,000
OBLIGEE: 79 Bridge Street Realty CONTACT: VJ Mahida PHONE: 518.441.2050 FAX: PROJECT NAME: School	Demolition of Structures	PRIME	Apr-16	Sep-17	N	263,115	165,000
OBLIGEE: County of Ulster CONTACT: James Werner PHONE: 845.340.3408 FAX: PROJECT NAME: Demolition of Structures	Demolition of Structures	PRIME	Dec-17	Jun-17	Y	302,000	227,000
OBLIGEE: BBL Construction Services CONTACT: PHONE: 518.452.8200 FAX: PROJECT NAME: Mohawk - Hudson Humane Society	Demolition of Structures	SUB	Apr-16	May-17	N	103,300	73,000
OBLIGEE: Village of Fort Plain CONTACT: Peter Holland PHONE: 518.858.5156 FAX: PROJECT NAME: Demolition of Flood Structures	Demolition of Structures	PRIME	Mar-16	Jul-17	N	270,750	180,000
OBLIGEE: NETC CONTACT: Jeff Wink PHONE: 518.884-8485 FAX: PROJECT NAME: Angelica Textiles	Demolition of Structure	PRIME	Mar-17	Jun-17	N	500,000	320,000
OBLIGEE: County of Ulster CONTACT: James Werner PHONE: 845.340.3408 FAX: PROJECT NAME: Demolition of Structures	Demolition of Structures	PRIME	Aug-16	Jun-17	Y	388,024	280,000
Totals						2,286,147	1,560,000

Contracts Completed Since Last Fiscal Closing Statement

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
HANES WEIGHT FOODS COOP	Name: SANDOZ RUBIN Address: 621 DELAWARE AVE Address: ALBANY, NY 12205 Telephone: (518) 462-0471	Name: N/A Company: Telephone:	8/1/12	DEMOLITION	COMPLETE	\$117,680
EASTERN AVE REVITALIZATION	Name: METROPOLIS DEVELOPMENT Address: 433 STATE ST. Address: SCHENECTADY, NY 12305 Telephone: (518) 577-1109	Name: N/A Company: Telephone:	7/1/14	DEMOLITION	COMPLETE	\$159,995
CRUMITIE RD.	Name: ST. PIUS X PARISH Address: 23 COLUMBIA ST. Address: LOUDONVILLE, NY 12211 Telephone: (518) 462-1330	Name: N/A Company: Telephone:	1/19/12	DEMOLITION	COMPLETE	\$216,000
DORMITORIES	Name: SKIDMORE COLLEGE Address: 255 N. BROADWAY Address: SHERATON SPRINGFIELD Telephone: (518) 580-5000	Name: N/A Company: Telephone:	5/28/13	DEMOLITION	COMPLETE	\$175,382
RTE. 96 BUILDING DEMOLITION	Name: TOWN OF HUDSPARK Address: 4583 ALBANY POSTER Address: HUDSPARK, NY 12538 Telephone: (845) 229-5111	Name: N/A Company: Telephone:	6/1/16	DEMOLITION	COMPLETE	\$46,820
DEMOLITION OF T-SHIRT FACTORY	Name: VILLAGE OF GREENE Address: 6 ACADEMY ST. WICH Address: GREENWICH, NY Telephone: (518) 692-2755	Name: N/A Company: Telephone:	8/1/13	DEMOLITION	COMPLETE	\$309,169
DEMOLITION OF 65 ELM ST.	Name: VILLAGE OF HOOSICK Address: 24 MAIN ST. FALLS Address: HOOSICK FALLS, NY 12070 Telephone: (518) 680-7072	Name: N/A Company: Telephone:	6/1/16	DEMOLITION	COMPLETE	\$129,000

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
IDA HARBOROUGH APARTMENTS	Name: FLORIAN HUBBARD Address: 200 S. PEARL ST. Telephone: ALBANY, NY 12202 (518) 441-7500	Name: N/A Company: Telephone:	5/1/14	DEMOLITION	COMPLETE	\$810,504
PARK SOUTH	Name: PBL CONSTRUCTION Address: 302 WASHINGTON AVE. Telephone: ALBANY, NY 12203 (518) 452-8200	Name: N/A Company: Telephone:	7/1/14	DEMOLITION	COMPLETE	\$884,952
SCHWECTARDY HOUSES	Name: CAPITAL REGIONAL BANK Address: 433 STATE ST. Telephone: SCHWECTARDY, NY 12035 (518) 377-1109	Name: N/A Company: Telephone:	6/1/15	DEMOLITION	COMPLETE	\$379,470
SCHWECTARDY HOUSES	Name: CAPITAL REGIONAL BANK Address: 433 STATE ST. Telephone: SCHWECTARDY, NY 12035 (518) 377-1109	Name: N/A Company: Telephone:	5/1/16	DEMOLITION	COMPLETE	\$736,400
BAULSTON SPA BUS GRACE	Name: VERSWOOD CONSTRUCTION Address: 611 INDUSTRIAL DR. Telephone: WATERFORD, NY 12188 (518) 233-0600	Name: N/A Company: Telephone:	7/1/15	DEMOLITION	COMPLETE	\$347,967
IDA HARBOROUGH APARTMENTS	Name: NORSTAR BUILDING Address: 133 BROADWAY CORP Telephone: ALBANY, NY 12207 (518) 481-1051	Name: N/A Company: Telephone:	3/1/13	DEMOLITION	COMPLETE	\$60,909
FOSTER REFRIGERATION	Name: PRECISION REFRIGERATION Address: 831 W 467 Telephone: BAILLSTON SPA, NY 12020 (518) 385-4399	Name: N/A Company: Telephone:	11/1/15	DEMOLITION	COMPLETE	\$127,885

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF

N.Y.

)

) SS:

County of

Rensselaer

)

I, DAN WOLFE, PRESIDENT of DAN'S HAULING & DEMO, INC.

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed:

[Signature] Dan Wolfe

Subscribed and sworn before me

this

24

day

May

2017

Affix Notary Seal or Stamp below.

Notary Public of

N.Y.

My commission expires:

10/2/18

[Signature] Laura Suttie

LAURA SUTTIE
Notary Public - State of New York
Qualified in Rensselaer County
No. 01SU6048995
Commission Expires on Oct 2, 2018

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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: _____

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RESOLUTION NO.: 147 - 2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH FIREWORKS EXTRAVAGANZA
FOR THE 2017 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION
FOR THE AMOUNT OF \$10,000.00**

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza for fireworks for the 2017 Fourth of July celebration at a cost of Ten Thousand (\$10,000.00) Dollars; and

WHEREAS, should there be a rain event, or other circumstances beyond the City's control which prevent such fireworks to be launched on July 2, 2017, the rain date will be July 8, 2017; and

WHEREAS, this Council has determined that accepting the proposal of Fireworks Extravaganza is in the best interests of the City of Newburgh and its residents;

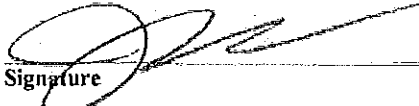
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Fireworks Extravaganza for a fireworks display for the 2017 City of Newburgh Fourth of July at a cost of \$10,000.00.

47-19

REQUEST FOR QUOTATION – RFQ #7.17

Fireworks Display

for the Annual City of Newburgh 4th of July Celebration in Newburgh, New York

Date: 4/11/17	Owner: City of Newburgh	Questions may be emailed to Kathryn Mack no later than 12:00 PM (local time) on 5/11/17: kmack@cityofnewburgh-ny.gov	Deadline to receive responses: <u>12:00 PM (local time)</u> <u>Monday, May 11, 2017</u>
1. VENDOR INFORMATION Company: Fireworks Extravaganza Address: 174 Route 17 North Rochelle Park, NJ 12550 Phone: 800-765-2264 Fax: 206-202-1544 Cell phone: 914-652-8301 Email: milissyn@fwextravaganza.com Contact Person: Michael Iissyn		Please quote on this form, your best price, terms and delivery, on the article described below. Vendor must fill in all numbered sections requiring information and attach a detailed summary on shells being quoted in order to receive consideration. Failure to comply with these requirements shall disqualify Quotation and deem Vendor as unresponsive. Affix official signature and attach with proposed shell detail document when submitting Quotation electronically to the City of Newburgh (see Sections 10 and 11 for details). WE QUOTE YOU AS INDICATED BELOW  Signature John Sagaria, President Print Name and Official Title 5/4/17 Date	
2. Terms: Single Year Contract		3. F.O.B	4. Date(s) services can be made: July 2, 2017, July 8, 2017
Description Qualified vendors are invited to submit their best quotation for services providing fireworks for the City of Newburgh's Annual 4th of July Celebration to be held on Sunday, July 2, 2017 with a rain date of Saturday, July 8, 2017. A 30-minute fireworks display at approximately 9:00 PM (local time) shall be launched from land at the former Consolidated Iron Site just off the Hudson River at the foot of Washington Street. In the event the Consolidated Iron Site is soggy, fireworks shall be launched from the southerly lot at the City's Waste Water Treatment Plant which is located at the foot of Renwick Street. Vendor must be able to launch fireworks display from either site. The pyrotechnic display should include a variety of shells and events. Prospective vendors must provide a description of fireworks proposed (see Section 10) that delivers a <i>minimum</i> 30-minute display. The successful fireworks provider will be required to furnish copies of all permits requested by the City, including fire permits and all necessary insurances including liability and workers' compensation, and must indemnify the City of Newburgh. The successful fireworks provider must be on-site at the staging area from setup until after take down to provide security for the fireworks and to clean up after the display is over. All cleanup of the site must be completed the same evening of the display and is solely the responsibility of the successful fireworks provider.		5. Unit Price	6. Amount
		7. Quote Total: \$ <u>\$10,000.00</u>	
8. Prices shall remain firm for <u>365</u> days.		Contact: Kathryn Mack, City Comptroller	

REQUEST for QUOTATION – RFQ#7.17
Request for Fireworks Display
for the City of Newburgh 4th of July Celebration
This is not a contract or an offer. This is a Request for Quotation Only!

9. Additional comments: See attached for additional information.

10. **Required Documentation: Summary of Proposed Display.** Vendors shall attach a prepared document with their submission detailing their proposed display - from beginning to end - with the number and type of fireworks being displayed as well as the real time - in seconds - between each display of fireworks being shot. This document must be included with vendor's quotation in order to be considered.

11. **Submission.** Qualified and interested vendors shall submit their quotations electronically to the City of Newburgh *no later than 12:00 PM (local time) Monday, May 11, 2017. Vendors are responsible for timely submission of their quotations.* Quotations received after specified due date and time will not be accepted.

Vendors shall submit this *Request for Quotation* document and the *Summary of Proposed Display* document as described and required under Section 10 above electronically via email to: kmack@cityofnewburgh-nv.gov. Please ensure that "City of Newburgh-RFQ 7.17" is in the header of the email.

Failure to comply with the requirements of this *Request for Quotation* document shall disqualify quotation and deem vendor as unresponsive.

12. **Award of Contract.** The award of this contract may be subject to approval by City Council. The City of Newburgh shall notify the successful fireworks provider of the acceptance of their quotation soon after the deadline for submission. The City shall post a summary of all quotations received on the Empire State Purchasing Group website (www.empirestatebidsystem.com) on or after Wednesday, May 13, 2017 for public review.

The City of Newburgh reserves the right to reject any or all quotations received, or to accept any quotation they deem to be in the best interest of the City.

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310

US DOT Hazardous Materials Carrier DOT#2064141

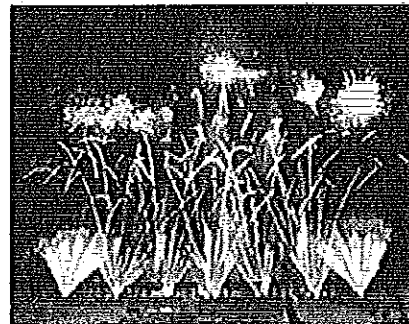
MD Explosive Dealer License #W016

NY State Dealer/Manufacturer License #D-5741

NJ Permit to Use Explosives License #003309

NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995



Hanover Germany 2009 International
Competition first place.

1-800-765-BANG (2264) • 206-202-1544 FAX

174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662

www.fwextravaganza.com

May 1, 2017

City of Newburgh
4th of July Celebration
83 Broadway
Newburgh, New York 12550

Gentlemen:

Per our request, **Fireworks Extravaganza** is pleased to submit the following bid for your consideration for your 2015 fireworks display:

Date of the Fireworks Display: July 2, 2017

Rain Date: July 8, 2017

BUDGET AMOUNT: \$10,000.00

All of our custom designed "**Fireworks Extravaganza**" include the following:

- Five million dollar (\$5,000,000.00) per occurrence, insurance coverage, which offers you the most secure and extensive coverage available in the industry.
- Five million dollar (\$5,000,000.00) Hazmat liability coverage, required by the US Government.
- All transportation and delivery costs.

- The widest available range of top-quality aerial shells and effects from around the world including extra-fancy pattern shells – Hearts, Stars, Smiley Faces, Bees, Octopus and multi-break shells for added spectacular beauty. We have many new exclusive aerial fireworks that will surely dazzle the crowd.
- The widest available range of top-quality aerial shells and effects from around the world including extra-fancy pattern shells – Hearts, Stars, Smiley Faces, Bees, Octopus and multi-break shells for added spectacular beauty. We have many new exclusive aerial fireworks that will surely dazzle the crowd.
- A skillfully executed production that will vary in intensity and effects to deliver the maximum crowd appeal the display will last approximately 30 minutes. There will be no “dark skies” – we keep the palette of the night sky constantly filled with exciting colors and sound, and the “oohs” and “aahs” never stops.

PRINCIPIA, OR OPENING BARRAGE

The production will begin with two or three loud salutes to make any adjustments necessary for wind conditions and to get the crowd's attention. The Principia will then begin with out exclusive gleaming gold and silver comet shells shooting upward across an approximate 100 to 150 foot front accompanied by load aerial salutes. Then a multi-colored aerial barrage of star shells and more salutes will complete the Principia, which concludes with a huge six inch shell. This opening presentation will last approximately one minute.

PRINCIPIA

Multi-colored shells	1,000 shells
Salutes	200 salutes

These are not Roman Candles, or “backyard” fireworks – the 2 ½” gleaming comets are exclusively for *Fireworks Extravaganza*, and the salutes are very loud boxes 2-1/2” finale salutes.

Aerial star shell barrage of two 2 ½” and three inch shells:	250 shells
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Four inch shells:	18	shells
Five inch shells:	15	shells
Six inch shells:		

Total Principippia Shells	1,483	shells
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MAIN AERIAL SHELL PRODUCTION PORTION

The part of your production will last approximately 26 minutes and will be fired at a pace to keep the full attention of the audience. We will insure you have a shell in the air about every 3 to 5 seconds often more when we are firing flights of shells and using multi-break fancy shells. All of the shells used will be top quality imported and manufactured by Lidu, Yung Feng, Sunny, Tanghua Factories in China or American made shells and many of them will be extra fancy multi-effect or multi-break shells.

MAIN PRODUCTION

SHELLS

Three inch shells	216	shells
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These will include red, green, silver, gold, blue, purple and white peonies and chrysanthemums, strobes, spiders, cracking, coconuts, willows, extra fancy color-changing shells, American extra fancy multi-break specialty shells, variegated swimming mines, brocade wave purple, yellow falling leaves, whistle shells, extra fancy ruby, emerald, purple, sunflower, white, aquamarine, silver and fancy oriental and American special effect star shells.

Four inch aerial shells	108	shells
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These will include spiders, purple to popping chrysanthemums, lemon peony, red crackling dahlia, silver to red swimming star, red green tip with silver coco ring, and silver willow. Many of these shells are custom made for our company.

Five inch aerial shells	72	shells
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These will include fancy assorted peonies and chrysanthemum shells in variegated colors. Kamuro shells, brocade crown shells, stars, heart, bowtie ring, strobe shells, red to popping flower with popping flower pistil, charcoal chrysanthemum and blue and extra-fancy Oriental Cylinder special effect shells.

Six inch aerial shells 27

shells

These will include Thousands of Titanium Salutes, White Strobe Waterfall, Golden Bow Tie with blue ring, red, green, orange, plum chrysanthemums, and three color changing chrysanthemum with glittering silver pistil that will fall to the earth in a giant curtain.

Total Main Production Shells

423 shells

INTRODUCTION TO THE GRAND FINALE

"COLOR THUNDER WALL" – This is a *Fireworks Extravaganza* exclusive effect for 2015 and we will include it in your display. It is comprised of unique one through two and one half inch angled aerial mini-shells that whistle, swirl, zigzag, and explode in dazzling colors. These are exclusively designed and manufactured to our specifications in the USA and the Far East. No other company will have this show-stopping effect. The audience actually thinks this is the Grand Finale, and as the last shells burst, we will pause for a few seconds and begin the actual Grand Finale.

"COLOR THUNDER" SHELLS

2,000 shells

THE GRAND FINALE

The Grand Finale will consist of a massive barrage of aerial star shells, comets, and salutes from two inches to five inches that will take the crowd's breath away. The barrage will conclude with a solid wall of loud titanium salutes (loud booms), followed by a gigantic six in extra fancy "Diadem" shell that will glow and twinkle as it slowly falls to earth in a giant curtain.

THE GRAND FINALE

SHELLS

Two, 2 ½ and Three inch shells	350	shells
Four inch shells	18	shells
Five inch shells	15	shells
Six inch shells	12	shells

Total Grand Finale shells (Includes the Introductions)	2,395 shells
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TOTAL PROGRAM SHELLS	4,301 shells
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We are one of the fastest growing fireworks companies in the country. We consider our safety record second to none and are extremely proud of our work. We work 365 days a year to make the day of your event spectacular.

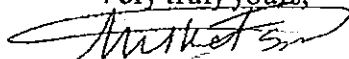
As you may be aware, **Fireworks Extravaganza** supplies custom fireworks displays to many communities in the Mid-Atlantic region. We produce and design hundred and hundred of displays per year. We are small enough to be able to offer close custom services and large enough to have the resources to safely produce the display. Please make sure to look at our website for references and a list of our clients.

Some of the shows we perform are: Rocking Horse Ranch, Town of Haverstraw, Rockland Boulders Baseball Team, Amenia Fire Company, Hartwood Club and the Town of Kent.

We have won various awards all over the world for the displays we produce such as 2009 Hannover Germany World Fireworks Competition Fire Place, Ridgewood NJ Best Show of NJ (6 years running), PGI Best show of 2013, 2014 & 2015 Soca Monarch in Trinidad, West Indies.

We look forward to performing your "**Fireworks Extravaganza**" in 2017, and we are honored for the chance to work with you. If you have any questions regarding our proposal please feel free to call me directly at 800-765-2264, I remain,

Very truly yours,



Michael Ilissyn

milissyn@fwextravaganza.com

RESOLUTION NO.: 148 - 2017

OF

JUNE 12, 2017

A RESOLUTION AMENDING RESOLUTION NO. 262-2015 AUTHORIZING
THE EXPENDITURE OF FEES COLLECTED UNDER THE DELANO-HITCH PARKING
LOT LICENSE AGREEMENT WITH THE NEWBURGH ARMORY UNITY CENTER, INC.
BY THE RECREATION DEPARTMENT

WHEREAS, by Resolution No. 262-2015 of October 13, 2015, the City Council of the City of Newburgh authorized a License Agreement with the Armory Unity Center, LLC to allow parking on the City-owned parking lot within the Delano-Hitch Recreation Park for an event held on October 18, 2015; and

WHEREAS, the License Agreement authorized the exclusive use of said parking lot for the event and permitted a fee of \$10.00 per car to be charged during the event which would be shared between the City and Armory Unity Center, LLC; and

WHEREAS, Resolution No. 262-2015 did not explicitly state how the funds collected could be expended by the City and the fees collected were deposited in a Trust and Agency account; and

WHEREAS, the Recreation Department has requested permission to spend the funds in the Trust and Agency account for Recreation Department activities and this Council has determined that such expenditures by the Recreation Department are in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 262-2015 of October 13, 2015 be and is hereby amended to authorize the Comptroller to approve the expenditure of Trust and Agency account funds collected pursuant to the Delano-Hitch Recreation Parking Lot License Agreement with the Armory Unity Center, LLC for Recreation Department activities.

RESOLUTION NO.: 149 - 2017

OF

JUNE 12, 2017

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

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

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

WHEREAS, by Resolution No. 164-2016 of July 11, 2016, the City Council authorized the City Manager to enter into a professional services agreement with Capital Markets Advisors, LLC to provide such securities and financing services; and

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

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



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

FINANCIAL ADVISORY SERVICES AGREEMENT

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

Section 1 Financial Advisory Services

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

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at Client's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

- 1.10 Prepare and file required continuing disclosure and material event notices as required by SEC Rule 15c2-12.

Advisor will provide the following services, as necessary, in connection with short-term and long-term financing through the New York State Environmental Facilities Corporation ("EFC"), undertaken by Client during the term of this Agreement.

- 1.11 Assist the Client in complying with program requirements.
- 1.12 Prepare EFC financing application.
- 1.13 Coordinate the filing of the foregoing application and required supporting documentation.
- 1.14 Assist the Client with the issuance of short term financing, if required.
- 1.15 Coordinate activities with EFC finance personnel and participate in all EFC conference calls.
- 1.16 Compute and advise the Client concerning principal payments on short-term obligations.
- 1.17 Coordinate discussions concerning the terms and conditions of the long-term financing issued by EFC.
- 1.18 Review debt structure proposed by the EFC and advise the Client concerning the acceptability thereof.
- 1.19 Review all financing documents prepared in connection with the Client's financing;
- 1.20 Prepare debt analysis to assist the Client for planning and budgeting purposes.
- 1.21 Attend Client meetings and participate in conference calls as necessary.

Section 2 Compensation

2.01 For Advisor's performance of services on behalf of Client as described in Sections 1 hereof, Advisor's fee will be as follows:

For a competitively-sold bond issue: a base fee of \$10,000 for issues up to \$5 million, plus \$.50 per \$1,000 of bonds issued over \$5 million

For note issues: a base fee of \$5,100, for issues up to \$5 million, plus \$.50 per \$1,000 of notes issued over \$5 million

For a deficit bond issue: a base fee of \$15,000 for issues up to \$5 million, plus \$.50 per \$1,000 of bonds issued over \$5 million

For Term Sheet note issues (No OS): \$4,000

For EFC short-term and long-term financing: a fee of \$25,000, for financing that includes both a short term and long term loan. Such fee shall be contingent upon the placement of short term financing or long term loan with EFC and is

due only after the receipt of the funds by the Town. At the close of a short term financing \$12,500 will be due and at the close of the long term financing \$12,500 shall be due. If service are only provided by an EFC long term loan, \$15,000 will be due at the closing of the loan.

For capital lease issues: a base fee of \$6,500 plus \$.50 per \$1,000 of lease issued

For Limited continuing disclosure: \$750 annually, inclusive of all required Material Event Notices

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

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

- 2.02 For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be through December 31, 2018.

Section 4 Disclosure

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

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants

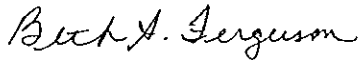
that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Client or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth below.

CAPITAL MARKETS ADVISORS, LLC



Beth A. Ferguson
Vice President

Date: May 4, 2017

CITY OF NEWBURGH, NY

By: _____

Date: _____

Title: _____

RESOLUTION NO.: 150 -2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
CITY OF NEWBURGH'S BACK TO SCHOOL PARTY IN THE PARK EVENT**

WHEREAS, the City of Newburgh will be holding a Back to School Event on August 27, 2017; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support this event; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's Back to School Party in the Park Event.



4th Annual Back To School Community BBQ



Sunday August 27th, 2017

11am-6pm

Downing Park - Newburgh, NY

Family Friendly Event Open to all
Free Book Bags and School Supplies for all students

Bouncy Houses

Face Painting

Balloon Animals

Music and Live Performances by Local Artists

All Meals, Goods, and Services Provided Free of Charge

Brought to you in part by:



...and many more!

RESOLUTION NO.: 151 - 2017

OF

JUNE 12, 2017

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE
EXECUTION OF A CONTRACT WITH COMMERCIAL INSTRUMENTS & ALARM
SYSTEMS, INC.**

**IN THE AMOUNT OF \$193,001.06 FOR THE STREET CAMERA EXPANSION
PROJECT**

WHEREAS, the City of Newburgh issued RFP#3.17 for the Street Camera Expansion Project (the "Project"); and

WHEREAS, upon review and evaluation of the proposals submitted, the City staff recommend that a contract for the installation and configuration of the new street cameras Project be awarded to Commercial Instruments & Alarm Systems, Inc., as the lowest responsible bidder, in the amount of \$193,001.06; and

WHEREAS, funding for the Project shall be derived from CD1.8686.0400.8040.2017 – Contractual Expense.Community Policing; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Commercial Instruments & Alarm Systems, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Commercial Instruments & Alarm Systems, Inc. in the amount of \$193,001.06 for the Street Camera Expansion Project.

RESOLUTION NO.: 152 -2017

OF

JUNE 12, 2017

**A RESOLUTION AMENDING THE 2017 PERSONNEL ANALYSIS BOOK
TO ADD TWO SEASONAL POSITIONS IN THE PARKS DIVISION AND THREE
TEMPORARY POSITIONS IN THE SANITATION DIVISION
IN THE DEPARTMENT OF PUBLIC WORKS**

WHEREAS, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

WHEREAS, the Department of Public Works is requesting 2 seasonal positions for the parks division from June 2017 through September 2017 to assist with various summer maintenance activities and 3 temporary sanitation works positions in the sanitation division; and

WHEREAS, the City Council has determined that adding 2 seasonal positions in the parks division and 3 temporary sanitation worker positions in the sanitation division 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 seasonal and temporary positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2017 and funding for such seasonal and temporary positions will be derived from savings in the respective salary budget lines;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2017 be and is hereby amended to add 2 seasonal positions in the parks division and 3 temporary sanitation worker positions in the sanitation division in the Department of Public Works with funding to be derived from the savings within the salary budget lines.

RESOLUTION NO.: 153 -2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LIBAN ADDE
TO THE PREMISES KNOWN AS 246 FIRST STREET
(SECTION 22, BLOCK 5, LOT 26)**

WHEREAS, on March 18, 2016, the City of Newburgh conveyed property located at 246 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 22, Block 5, Lot 26, to Liban Adde; and

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

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

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

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

RESOLUTION NO. 154 - 2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42)
SOLD AT PRIVATE SALE TO SUZANNE TIMMER**

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 267-2016 of October 11, 2016, authorized the sale of 266 Carpenter Avenue (Section 7, Block 7, Lot 42) to Suzanne Timmer; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before March 14, 2017; and

WHEREAS, by Resolution No. 80-2017 of March 27, 2017, the City Council authorized a sixty (60) day extension to close on or before May 14, 2017; and

WHEREAS, due to unforeseen circumstances, Ms. Timmer is requesting an additional extension of time to close; and

WHEREAS, said premises are being conveyed subject to the owner occupancy provision; 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 266 Carpenter Avenue is hereby authorized until August 11, 2017, that date being sixty (60) days from the date of this resolution.

RESOLUTION NO.: 155 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SATISFACTION IN CONNECTION WITH A MORTGAGE
ISSUED TO COLEMAN BRIGGS
FOR PREMISES LOCATED AT 520 LIBERTY STREET (SECTION 4, BLOCK 10, LOT 30)

WHEREAS, the City of Newburgh issued a mortgage to Coleman Briggs in the principal sum of \$30,850.00 for premises located at 520 Liberty Street (Section 4, Block 10, Lot 30), dated July 20, 2011, and recorded in the Orange County Clerk's Office on July 22, 2011, in Liber 13203 at Page 1813; and

WHEREAS, the sum of \$16,432.00 was drawn, funded and the work completed; and

WHEREAS, the other terms of the mortgage instrument have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate in order for the mortgagor to proceed with the sale of the property to a new owner; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Coleman Briggs for premises located at 520 Liberty Street (Section 4, Block 10, Lot 30).

55-17

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

MORTGAGE bearing the date of July 20, 2011, made by Coleman Briggs to the City of Newburgh, given to secure payment of the principal sum of \$30,850.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on July 22, 2011, in Liber 13203 at Page 1813; and

which mortgage has not been further assigned of record.

Dated: June _____, 2017

CITY OF NEWBURGH

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

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

On the _____ day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

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

Coleman Briggs

TO

City of Newburgh

THIS IS PAGE ONE OF THE RECORDING

SECTION 4 BLOCK 10 LOT 30

RECORD AND RETURN TO:
(name and address)

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



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

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2289 CHESTER (TN)	4203 MONTGOMERY (VLG)
2201 CHESTER (VLG)	4205 WALDEN (VLG)
2489 CORNWALL (TN)	4489 MOUNT HOPE (TN)
2401 CORNWALL (VLG)	4401 OTISVILLE (VLG)
2600 CRAWFORD (TN)	4600 NEWBURGH (TN)
2800 DEERPARK (TN)	4800 NEW WINDSOR (TN)
3089 GOSHEN (TN)	5089 TUXEDO (TN)
3001 GOSHEN (VLG)	5001 TUXEDO PARK (VLG)
3003 FLORIDA (VLG)	5200 WALKILL (TN)
3005 CHESTER (VLG)	5489 WARWICK (TN)
3200 GREENVILLE (TN)	5401 FLORIDA (VLG)
3489 HAMPTONBURGH (TN)	5403 GREENWOOD LAKE (VLG)
3401 MAYBROOK (VLG)	5405 WARWICK (VLG)
3689 HIGHLANDS (TN)	5600 WAWAYANDA (TN)
3601 HIGHLAND FALLS (VLG)	5889 WOODBURY (TN)
3889 MINISINK (TN)	5801 HARRIMAN (VLG)
3801 UNIONVILLE (VLG)	
4089 MONROE (TN)	
4001 MONROE (VLG)	
4003 HARRIMAN (VLG)	
4005 KIRYAS JOEL (VLG)	

NO. PAGES 5 CROSS REF.
CERT. COPY ADD'L X-REF.
MAP# PGS.

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

CONSIDERATION \$
TAX EXEMPT ☐

MORTGAGE AMT. \$ 30,850.00
DATE 07/22/2011

MORTGAGE TAX TYPE:

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

CITIES

☐ 0900 MIDDLETOWN
☒ 1100 NEWBURGH
☐ 1300 PORT JERVIS
☐ 9999 HOLD

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: *Newburgh City*

RECORDED/FILED
07/22/2011 14:56:39
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110067688
MORT/BK 13203 PG 1813
SER# DC002493 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 65.00
Receipt#1339837 naryp



THIS BOND AND MORTGAGE, made the 20th day of July, 1971
BETWEEN COLEMAN BRIGGS residing at 520 Liberty Street, Newburgh, NY 12550

herein referred to as the mortgagor,

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

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Thirty Thousand Eight Hundred Fifty and 00/100 (30,850.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

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

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

All that certain lot, piece or parcel of land, together with the improvements thereon, known as No. 520 Liberty Street, and situate, lying and being in the city of Newburgh, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the east line of Liberty Street 429 feet 11-1/2 inches north of the north line of Nicol Street and running thence easterly at right angles to Grand St. 144 feet 10-1/2 inches to the west line of an alleyway; thence northerly along the west line of said alleyway, and parallel with Liberty Street 43 feet 10-1/2 inches; thence westerly parallel with the first described line 144 feet 10-1/2 inches to the east line of Liberty Street; and then southerly along the east line of Liberty Street 43 feet 1-1/4 inches to the place of beginning.

TOGETHER with the right to the use in common with the other abutting owners thereon the roadway or alley in the rear of the above described premises.
This conveyance is given and received upon the following covenants and agreements which shall forever run with the title hereby conveyed as follows:

1. No structure of any sort shall ever be erected, placed or permitted to stand or be within 10 feet of the easterly line of Liberty Street on any part of the premises above described.
2. The premises shall be used for private residences only except that private garages may be erected on the rear of the lands hereby conveyed.
3. Not more than 1 building shall be erected on either the first or the second described plots and not more than 2 buildings on the third described plot. [This is northerly half of third plot and therefore only one private residence may be erected.]
4. The manufacture, distillation, rectifying, preparation, storage, sampling or sale of any strong, spirituous, or intoxicating liquors, or of any ales, beers or lagers, shall never be carried on or permitted upon the premises hereinbefore described or on any portion thereof.

BEING the same premises described in a deed dated JUNE 16, 1971 made by John L. Dyer, Jr. and Harriet C. Dyer to the mortgagors herein and delivered on the date hereof to be recorded simultaneously herewith, this being a purchase money mortgage for the amount herein expressed.

The real property covered by this mortgage is or will be improved by a one or two family residence or dwelling and that there is or will be no other improvements, the cost or fair market value of the one or two family residence or dwelling.

520 Liberty Street
Section 04 Block 10 Lot 30

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

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

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

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee after default in the payment of any installment of principal or of interest for twenty days or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 14 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 154 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause to far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage; and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

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

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

This bond and mortgage may not be changed orally.

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

IN TESTIMONY WHEREOF,


COLEMAN BRIGGS

COUNTY OF ORANGE)

On the 20th day of July in the year 2011, before me, the undersigned, a (Commissioner of Deeds) (Notary Public) in and for said State, personally appeared Coleman Brigg S personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Qualified in Orange County
Registration No. 02RE8170831
Commission Expires July 23, 2011

RESOLUTION NO.: 156 - 2017

OF

JUNE 12, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THOMAS BURWELL DODD D/B/A RIPRAP, LLC
TO ALLOW ACCESS TO OLD TOWN CEMETERY FOR THE PURPOSE OF
REHABILITATING ADJACENT PROPERTY KNOWN AS
326 LIBERTY STREET, SECTION 12, BLOCK 1, LOT 14**

WHEREAS, by Resolution No. 58-2016 of March 14, 2016, the City Council authorized the sale of property located at 326 Liberty Street, and more accurately described as Section 12, Block 1, Lot 14 on the official tax map of the City of Newburgh, to Thomas Burwell Dodd, d/b/a RIPRAP, LLC; and

WHEREAS, the deed to 326 Liberty Street contains covenants requiring the purchaser to rehabilitate the property within 18 months of the date of the deed; and

WHEREAS, 326 Liberty is adjacent to the Old Town Cemetery located at 215 Grand Street, Newburgh, NY, more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh, and owned by the City of Newburgh; and

WHEREAS, Thomas Dodd has requested access to Old Town Cemetery for the purpose of undertaking rehabilitation activities on the property located at 326 Liberty Street in order to comply with the restrictive covenants contained in the deed; and

WHEREAS, such access to the property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Thomas Burwell Dodd, d/b/a RIPRAP, LLC to allow access to City-owned property known as Old Town Cemetery located at 215 Grand Broad Street for the purpose of performing rehabilitation activities on the adjacent property located at 326 Liberty Street.

156-11

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2017, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

RIPRAP, LLC, a New York corporation with an address of 250 Grand, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the Old Town Cemetery lot located at 215 Grand Street in the City of Newburgh, and more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh; and

WHEREAS, the Licensee has requested access to Old Town Cemetery for the purpose of undertaking rehabilitation activities on the property located at 326 Liberty Street in order to comply with the restrictive covenants contained in Licensee's deed 326 Liberty Street;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Old Town Cemetery located at 215 Grand Street in the City of Newburgh, and more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 215 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform certain rehabilitation work on the adjacent property known as 326 Liberty Street owned by Licensee.

Section 2. Use of Old Town Cemetery. Entry to Old Town Cemetery is limited to the minimum access necessary to facilitate and accomplish the rehabilitation work to the structure located on 326 Liberty Street which cannot be completed by any other means. Licensee shall access Old Town Cemetery in such location and position and perform work on the adjacent property at 326 Liberty Street in such manner as will be satisfactory to Licensor. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its intention to enter Old Town Cemetery for the purpose of performing work at 326 Liberty Street.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Old Town Cemetery under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

RIPRAP, LLC
LICENSEE

By: _____
Thomas Burwell Dodd

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 157 - 2017

OF

JUNE 12, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
COMPLETING REVIEW UNDER THE NEW YORK STATE ENVIRONMENTAL
QUALITY REVIEW ACT AND THE NATIONAL ENVIRONMENTAL POLICY ACT
OF 1969 FOR THE CONSTRUCTION OF A SKATEBOARD PARK
WITHIN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh proposes to construct a skateboard park within the Delano-Hitch Recreation Park at 401 Washington Street and has allocated funding from the U.S. Department of Housing and Urban Development Community Development Block Grant program for the project; and

WHEREAS, by Resolution No. 221-2015 of September 14, 2015, the City Council of the City of Newburgh commenced an environmental review of Newburgh Skateboard Park Plaza Project (the "Project") under the New York State Environmental Quality Review Act (SEQRA) and the National Environmental Policy Act of 1969 (NEPA); and;

WHEREAS, the City Council, pursuant to SEQRA assumed Lead Agency status, typed this action as an Unlisted Action, and adopted Part 1 of the NYS Environmental Assessment Form; and pursuant to NEPA adopted an Environmental Assessment Form for HUD-assisted projects and authorized the publication of a notice commencing a 15-day public comment period; and

WHEREAS, in compliance with SEQRA and NEPA, the City Council of the City of Newburgh now wishes to complete the environmental review process; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of constructing a skateboard park within the Delano-Hitch Recreation Park and has determined that there will be no negative environmental impacts regarding same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That this Council proposes to adopt part 2 and 3 of the Environmental Assessment Form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh; and
2. Issues a Negative Declaration pursuant to the SEQRA; and
3. Issues a finding for no significant impact on the human environment under NEPA.

159-17

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. 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.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

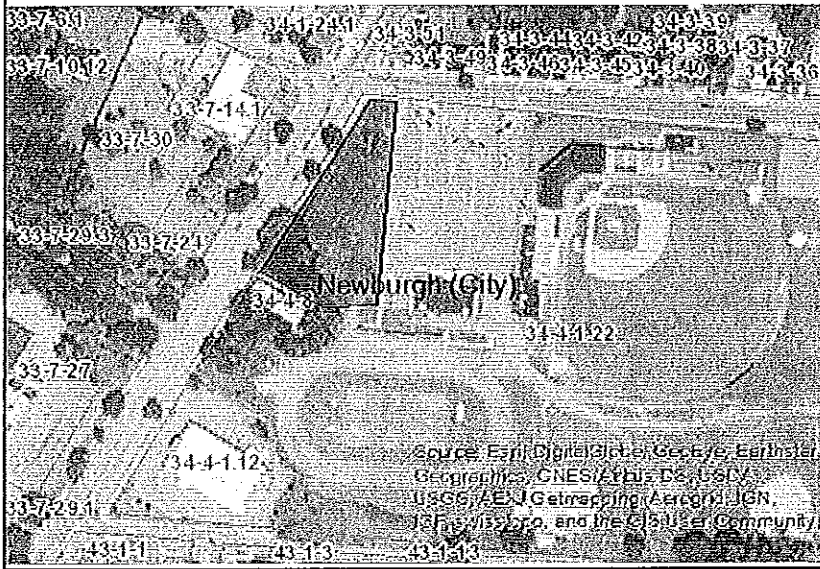
Part 1 - Project and Sponsor Information							
Name of Action or Project: Newburgh Skatepark							
Project Location (describe, and attach a location map): Northwest corner of Delano Hitch Recreation Park							
Brief Description of Proposed Action: The intent of the proposed action is to re-use partially under utilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park							
Name of Applicant or Sponsor: City of Newburgh		Telephone: (845) 569-7398 E-Mail: mciaravino@cityofnewburgh-ny.gov					
Address: 83 Broadway							
City/PO: Newburgh		State: New York	Zip Code: 12550				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☒</td> <td style="text-align: center; padding: 2px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">NO</td> <td style="width: 50%; padding: 2px;">YES</td> </tr> <tr> <td style="text-align: center; padding: 2px;">☒</td> <td style="text-align: center; padding: 2px;">☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
3.a. Total acreage of the site of the proposed action? 27.11 acres b. Total acreage to be physically disturbed? 0.97 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 39.21 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. ☒ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☒ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☒	N/A ☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☐	YES ☒	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☐	☒	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: The proposed action does not intend to utilize any energy once constructed.	NO ☒	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ The proposed action does not intend to utilize potable or non-potable water once constructed.	NO ☒	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☒	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☒	YES ☐	
b. Is the proposed action located in an archeological sensitive area?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☐	YES ☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☒	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☒ Urban ☐ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☒	YES ☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☒ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☒ YES The collected runoff will partially handle on-site for small storms through the use of rain gardens. Larger storms will inundate the rain gardens and convey stormwater to the City's separate stormwater system in the adjoining streets.	NO ☐	YES ☒	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO ☒	YES ☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO ☒	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO ☒	YES ☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Michael G. Claravino, City Manger</u> Date: _____ Signature: _____		

EAF Mapper Summary Report

Sunday, August 30, 2015 9:21 PM



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.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Project: Skate Park at Delano Hitch Park

Date: 6/8/2017

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There are no moderate to large environmental impacts presented by this project.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
City Council of the City of Newburgh, NY	June 8, 2017
Name of Lead Agency	Date
Michael G. Ciaravino	City Manager
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Soil suitability/slope/erosion/drainage/storm water runoff: The engineered plans identify storm water BMP's in conformity to the most recent edition of the New York State Stormwater Management Plan and appropriate erosion and sediment control in accordance with the most recent edition of the New York State Standards and Specifications for Erosion and Sediment Control.

Hazards and nuisances including site safety and noise: Minor increase in noise above ambient levels may occur during construction. There have been no public complaints about the pending construction noise. Post-construction noise levels are anticipated to be consistent with a park atmosphere.

Energy Consumption: There will likely be an increase in energy consumption during the construction period as equipment is utilized to grade the site and install the designed features.

Public safety: Contributing to the increased use of the park, the proposed action will likely increase the need for emergency services. No mitigation is proposed, and the public are overwhelmingly in favor of the encouraging the activity in a specific park area.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☒ Unlisted

Identify portions of EAF completed for this Project: ☒ Part 1 ☒ Part 2 ☒ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Completed design of the skate park as prepared by Grindline Inc.

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
City Council of the City of Newburgh, NY as lead agency that:

☒ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Newburgh Skate Park

Name of Lead Agency: Newburgh City Council, Newburgh, NY

Name of Responsible Officer in Lead Agency: Judith Kennedy

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer) Judith Glenn

Date: 6.30.2017

For Further Information:

Contact Person: Deirdre Glenn, Director of Planning & Development, City of Newburgh

Address: 83 Broadway, Newburgh, NY 12550

Telephone Number: 845-569-7383

E-mail: dglenn@cityofnewburgh-ny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

Page 2 of 2



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Newburgh Skatepark

Responsible Entity: City of Newburgh

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer: Chad M. Wade, R.L.A.

Certifying Officer Name and Title: Michael G. Ciaravino, City Manager

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable): Grindline Concrete Skateparks Design & Construction and Eberlin and Eberlin, P.C.

Direct Comments to: Deirdre Glenn, Director of Planning and Development

Project Location: The Proposed Action is located within the Delano-Hitch Recreational Park, which is bound by Washington Street to the north, Robinson Avenue to the east, S. William Street to the south, and Lake Street to the west. The Newburgh Skatepark shall be constructed in the northwest corner of Delano-Hitch Recreation Park, generally near the intersection of Washington Avenue and Lake Street.

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: The intent of the proposed action is to re-use partially underutilized parkland as a skatepark, adding to the variety of amenities at Delano-Hitch Recreation Park.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]: The purpose and need of the Proposed Action came about through outreach to the City by the local skateboard community. They identified limited safe locations, easily accessible, that are available to them.

In addition to the proposed Action, a no action alternative was reviewed. A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identified would be lost. Additionally, the funding allocated for the Proposed Action would be available for other HUD and CDBG projects. No other alternatives were reviewed as part of this Environmental Assessment.

In order to complete this Environmental Assessment, a number of sources were accessed. The sources are as follows: U.S. Fish and Wildlife Service, New York State Department of Environmental Conservation, HUD Exchange, New York State Office of Parks, Recreation & Historic Preservation, Protection Agency, National and Scenic Rivers System, Federal Emergency Management Agency. Additional detail is available below in the section *List of Sources, Agencies and Persons Consulted*.

Existing Conditions and Trends [24 CFR 58.40(a)]: Currently the part of Delano-Hitch Recreation Park slated for the development of Phase I of the skatepark consists of dilapidated unutilized horseshoe pits. The area slated for development of Phase II of the Skatepark consists of a play structure. The likely trend of the current areas, without the Proposed Action, would continue as it is today. Other than this project, there is no short-term or long-term plans to rehabilitate or re-use the area dedicated to this project.

Funding Information

Grant Number	HUD Program CDBG	Funding Amount
--------------	---------------------	----------------

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$ 626,310.00

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The closet airport to the project location is Stewart International Airport. The end of the runway is approximately 16, 900 +/- feet from the Project location. Associated with the airport is Stewart Air National Guard Base, utilizing the same runway. The closest building within the Stewart Air National Guard Base is approximately 14,800 +/- feet for the Project location. <i>See attached map 1.</i>
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	The U.S. Fish and Wildlife Service <i>Coastal Barrier Resource System Mapper</i> was reviewed and the only areas identified are along the Atlantic and Long Island Sound coast of the United States. No Coastal Barrier Resources are on, adjacent to, or within the vicinity of the project location.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is not within a flood prone area. <i>See attached map 2.</i>
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☒	The Proposed Action does not include a scope of work that will create air pollution. A minor increase in emissions is likely to occur during construction.
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☒	The Hudson River is designated by New York State as part of the Coastal Boundary of the State. Although the defined boundary includes the project location, it is not adjacent to or in the vicinity of the Hudson River. <i>See attached map 3.</i>
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes No ☐ ☒	The New York State Department of Environmental Conservation <i>Environmental Site Database</i> was reviewed for spill incidents and environmental site remediation. No information was identified on the project location.
Endangered Species	Yes No	The U.S. Fish and Wildlife Service Environmental Conservation Online System and the New York State

Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	☐ Yes ☒ No	Department of Environmental Conservation website was reviewed for species or populations believed to or known to occur in New York. No habitat related to the species listed was identified at the project location and no significant vegetation is being removed, therefor having no effect on listed species. <i>See attached map 4.</i>
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	☐ Yes ☒ No	In accordance with the documentation provided on the HUD Exchange, the Proposed Action's scope of work does not include a residential component, nor a hazardous facility.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	☐ Yes ☒ No	In accordance with the documentation provided on the HUD Exchange; the Proposed Action scope of work does not include anything that converts the existing land use of the project location. Additionally, the project location in an urban center, no important farmland is on, adjacent to or within the vicinity of the project location. <i>See attached map 5.</i>
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	☐ Yes ☒ No	Updated FEMA maps were consulted to identify flood prone areas in the City of Newburgh. According Panel 0332E, effective August 3, 2009, the project site is located in the unshaded Zone X, which is not a flood prone area. <i>See attached map 3.</i>
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	☐ Yes ☒ No	Review of the New York State Office of Parks, Recreation & Historic Preservation online <i>Cultural Resource Information System</i> did not identify any listed or eligible facilities on, adjacent to, or within the vicinity of the project location. <i>See attached map 6.</i>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	☐ Yes ☒ No	Noise in the vicinity of the project location is consistent with that of an urban environment. Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with the urban environment.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	☐ Yes ☒ No	Review of the Environmental Protection Agencies National Sole Source Aquifer GIS layer does not indicate any sole source aquifer on, adjacent to, or within the vicinity of the project location. <i>See attached map 7.</i>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	☐ Yes ☒ No	The New York State Department of Environmental Conservation <i>Environmental Resource Mapper</i> and the U.S. Fish and Wildlife National <i>Wetland Mapper</i> do not indicate the presence of wetlands on or adjacent to the project location. <i>See attached map 8.</i>
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	☐ Yes ☒ No	Review of the National and Scenic Rivers System website, the only river designated in New York is the upper Delaware River. The project site is not adjacent to or in the vicinity of the Delaware River.

ENVIRONMENTAL JUSTICE		
Environmental Justice	Yes No	The New York State Department of Environmental Conservation Office of Environmental Justice identifies a

Executive Order 12898	☐ ☒	good portion of the City as a potential Environmental Justice Area, including the area of the Proposed Action. <i>See attached map 9.</i>
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Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 & 1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	2	The Proposed Action is in general conformity to local Plans and Codes.
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff	3	The engineered plans will identify stormwater BMP's in conformity to the most recent edition of the <i>New York State Stormwater Management Plan</i> and appropriate erosion and sediment control in accordance with the most recent edition of the <i>New York State Standards and Specifications for Erosion and Sediment Control</i> .
Hazards and Nuisances including Site Safety and Noise	3	Minor increase in noise above ambient levels may occur during construction. Post-construction the noise levels are anticipated to be consistent with a park atmosphere.
Energy Consumption	3	There will likely be an increase in energy consumption, fuel, during the construction period as equipment is utilized to grade the site and install the designed features.

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns	2	No impact is anticipated.
Demographic Character Changes, Displacement	2	No impact is anticipated.

Environmental Assessment Factor	Impact Code	Impact Evaluation
COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities	2	No impact is anticipated.

Commercial Facilities	1	The draw of users outside the City proper may increase purchases at local commercial facilities.
Health Care and Social Services	2	No impact is anticipated.
Solid Waste Disposal / Recycling	2	No impact is anticipated.
Waste Water / Sanitary Sewers	2	No impact is anticipated. The Proposed Action does not anticipate a connection the existing wastewater and sanitary sewers.
Water Supply	2	No impact is anticipated. The Proposed Action does not anticipate and connection the existing water supply system.
Public Safety - Police, Fire and Emergency Medical	3	Contributing to the increased use of the park, the Proposed Action will likely increase the need for emergency services. No mitigation is proposed.
Parks, Open Space and Recreation	1	The Proposed Action anticipates the increased utilization of an existing underutilized portion of Delano-Hitch Recreation Park.
Transportation and Accessibility	2	No impact is anticipated. The Proposed Action does not include any improvements the existing transportation network.

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources	2	No impact is anticipated.
Vegetation, Wildlife	2	No impact is anticipated.
Other Factors	2	No impact is anticipated.

Additional Studies Performed: The State Environmental Quality Review Act will be undertaken as part of the projects approval.

Field Inspection (Date and completed by): A site survey was conducted in May 2012.

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]: The following sources were utilized to inform this Environmental Assessment:

- U.S. Fish and Wildlife Service
 - National Wetlands Mapper (<http://www.fws.gov/wetlands/data/mapper.HTML>)
 - Coastal Barrier Resource System Mapper (<http://www.fws.gov/cbra/Maps/Mapper.html>)
- New York State Department of Environmental Conservation
 - Environmental Resource Mapper (<http://www.dec.ny.gov/imsmaps/ERM/viewer.htm>)
 - New York Rare Plants Status Lists (http://www.dec.ny.gov/docs/fish_marine_pdf/2010rareplantstatus.pdf)
 - Rare Animal Status List (http://www.dec.ny.gov/docs/wildlife_pdf/rareanimal514.pdf)
 - Environmental Site Database (<http://www.dec.ny.gov/chemical/8437.html>)
- HUD Exchange
 - Airport Hazards (<https://www.hudexchange.info/environmental-review/airport-hazards/>)

- Coastal Barrier Resources (<https://www.hudexchange.info/environmental-review/coastal-barrier-resources/>)
- Flood Insurance (<https://www.hudexchange.info/environmental-review/flood-insurance/>)
- Clean Air (<https://www.hudexchange.info/environmental-review/air-quality/>)
- Coastal Zone Management (<https://www.hudexchange.info/environmental-review/coastal-zone-management/>)
- Contamination and Toxic Substances (<https://www.hudexchange.info/environmental-review/site-contamination/>)
- Endangered Species (<https://www.hudexchange.info/environmental-review/endangered-species/>)
- Explosives and Flammable Facilities (<https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities/>)
- Farmland Protection (<https://www.hudexchange.info/environmental-review/farmlands-protection/>)
- Floodplain Management (<https://www.hudexchange.info/environmental-review/floodplain-management/>)
- Historic Preservation (<https://www.hudexchange.info/environmental-review/historic-preservation/>)
- Noise Abatement and Control (<https://www.hudexchange.info/environmental-review/noise-abatement-and-control/>)
- Sole Source Aquifers (<https://www.hudexchange.info/environmental-review/sole-source-aquifers/>)
- Wetlands Protection (<https://www.hudexchange.info/environmental-review/wetlands-protection/>)
- Wild and Scenic Rivers (<https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers/>)
- Environmental Justice (<https://www.hudexchange.info/environmental-review/environmental-justice/>)
- New York State Office of Parks, Recreation & Historic Preservation
 - Cultural Resource Information System (<https://cris.parks.ny.gov/>)
 - Christina Croll – GIS data request.
- Environmental Protection Agency
 - Superfund Sites in New York (http://www.epa.gov/region02/cleanup/sites/nytoc_sitename.htm)
- Orange County GIS Division – various GIS data
- United States Department of Agriculture, Natural Resources Conservation Service
 - Web Soil Survey (<http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>)
- National and Scenic Rivers System (<http://www.rivers.gov/new-york.php>)
- New York State GIS Clearinghouse
 - Web Mapping Service (<http://www.orthos.dhss.ny.gov/ArcGIS/services/2013/MapServer/WMSServer?>)
 - Datasets in Orange County (<https://gis.ny.gov/gisdata/inventories/results.cfm?SWIS=33>)
- Federal Emergency Management Agency
 - Flood Map Service Center (<https://msc.fema.gov/portal>)
 - Web Mapping Service (<http://hazards.fema.gov/gis/nfhl/services/public/NFHLWMS/MapServer/WMSServer>).

List of Permits Obtained: Based upon the Proposed Action, local building permits are the only permits required and will be obtained by the contractor prior to commencing construction.

Public Outreach [24 CFR 50.23 & 58.43]: Extensive public outreach, over multiple events, was performed to inform the Proposed Action.

Cumulative Impact Analysis [24 CFR 58.32]: In accordance with CFR 58.32(d) the Proposed Action is anticipated to be constructed in two (2) phases and this environmental review is being conducted to include the entirety of the scope of work as a multi-year project aggregation.

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]: No other alternatives were identified or reviewed as part of the environmental review.

No Action Alternative [24 CFR 58.40(e)]: A no action alternative would leave the project location in its current, partially underutilized state. The potential minor benefits identifies would be lost. Additionally the funding allocated for the Proposed Action would be available for other HUD and CDBG projects.

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

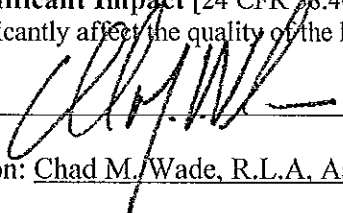
Determination:

☒ **Finding of No Significant Impact** [24 CFR 58.40(g)(1); 40 CFR 1508.27]

The project will not result in a significant impact on the quality of the human environment.

☐ **Finding of Significant Impact** [24 CFR 58.40(g)(2); 40 CFR 1508.27]

The project may significantly affect the quality of the human environment.

Preparer Signature:  Date: September 11, 2015

Name/Title/Organization: Chad M. Wade, R.L.A, Assistant City Engineer, City of Newburgh

Certifying Officer Signature: _____ Date: _____

Name/Title: Michael G. Ciaravino, City Manager, City of Newburgh

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Airport Hazards

C.M.W. / Friday, September 11, 2015

Map No. 1



FOR VISUAL REFERENCE ONLY

DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes no liability for the use or misuse of such data.



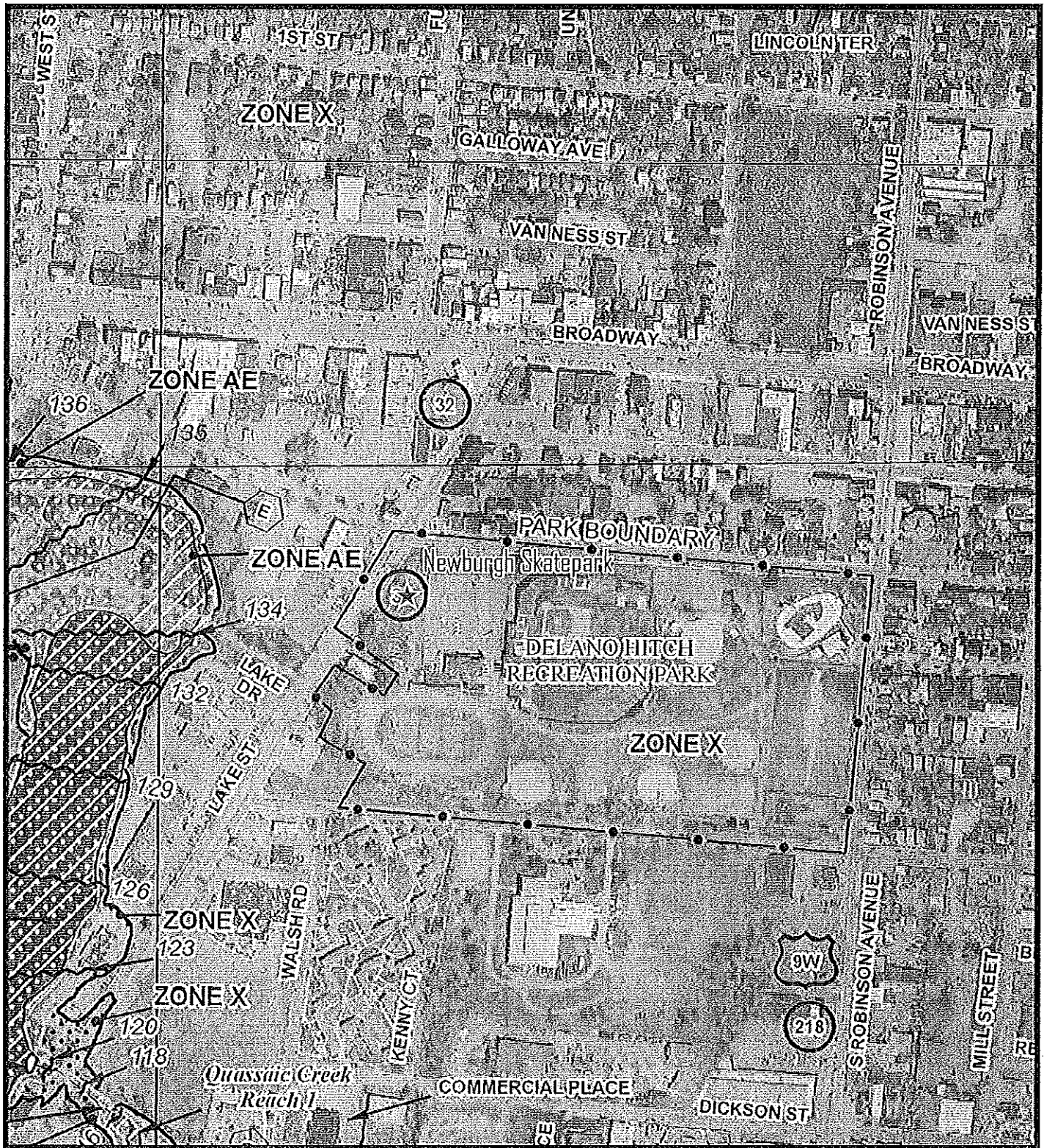
1 inch = 1 mile



Flood Insurance and Floodplain Management

C.M.W. / Friday, September 11, 2015

Map No. 2



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0 75 150 300 450 600



1 inch = 400 feet



Coastal Zone Mangement

C.M.W. / Friday, September 11, 2015

Map No. 3



FOR VISUAL REFERENCE ONLY

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1 inch = 1 mile



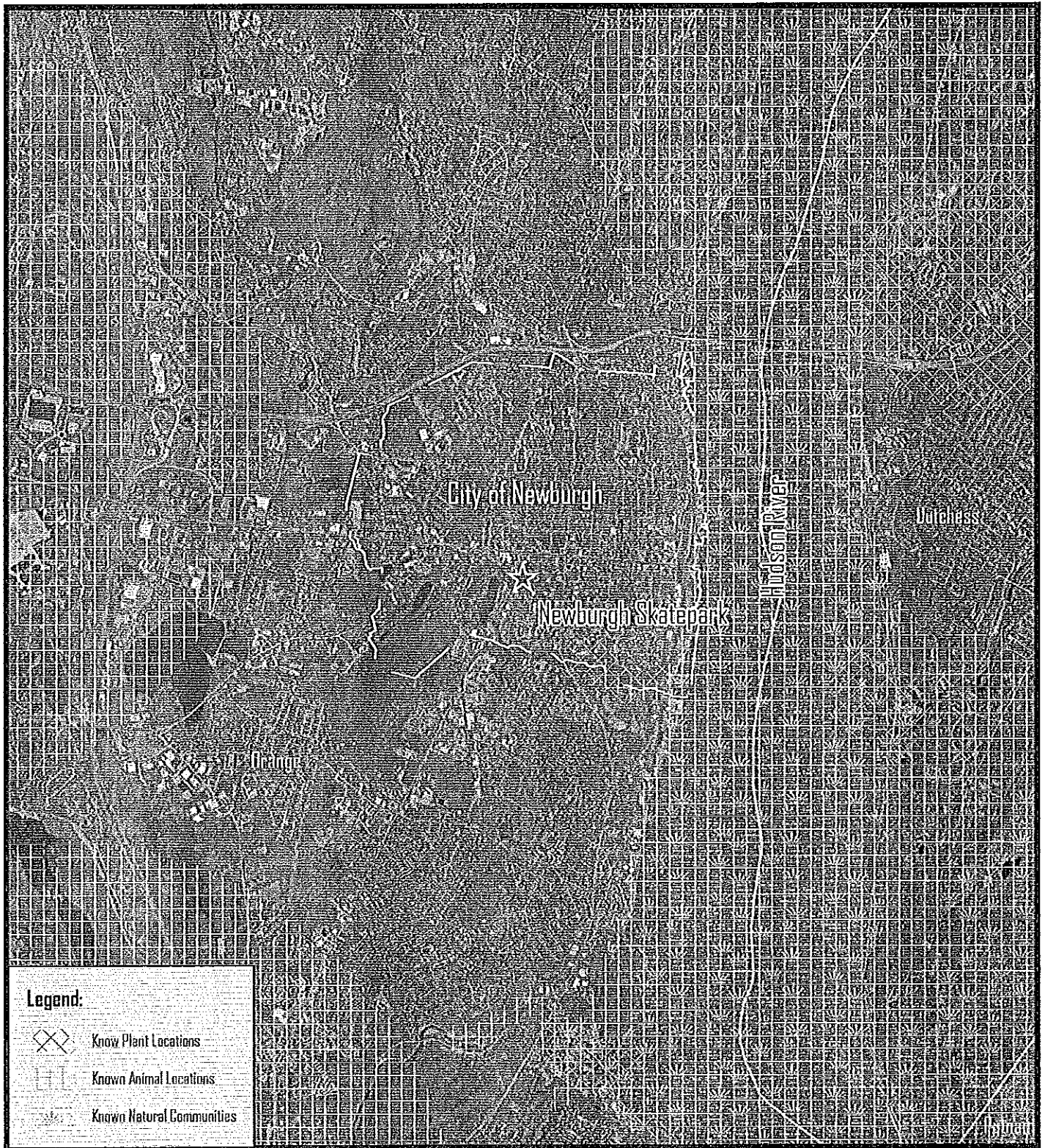
North



Endangered Species

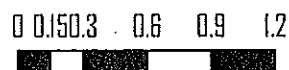
C.M.W. / Friday, September 11, 2015

Map No. 4



FOR VISUAL REFERENCE ONLY

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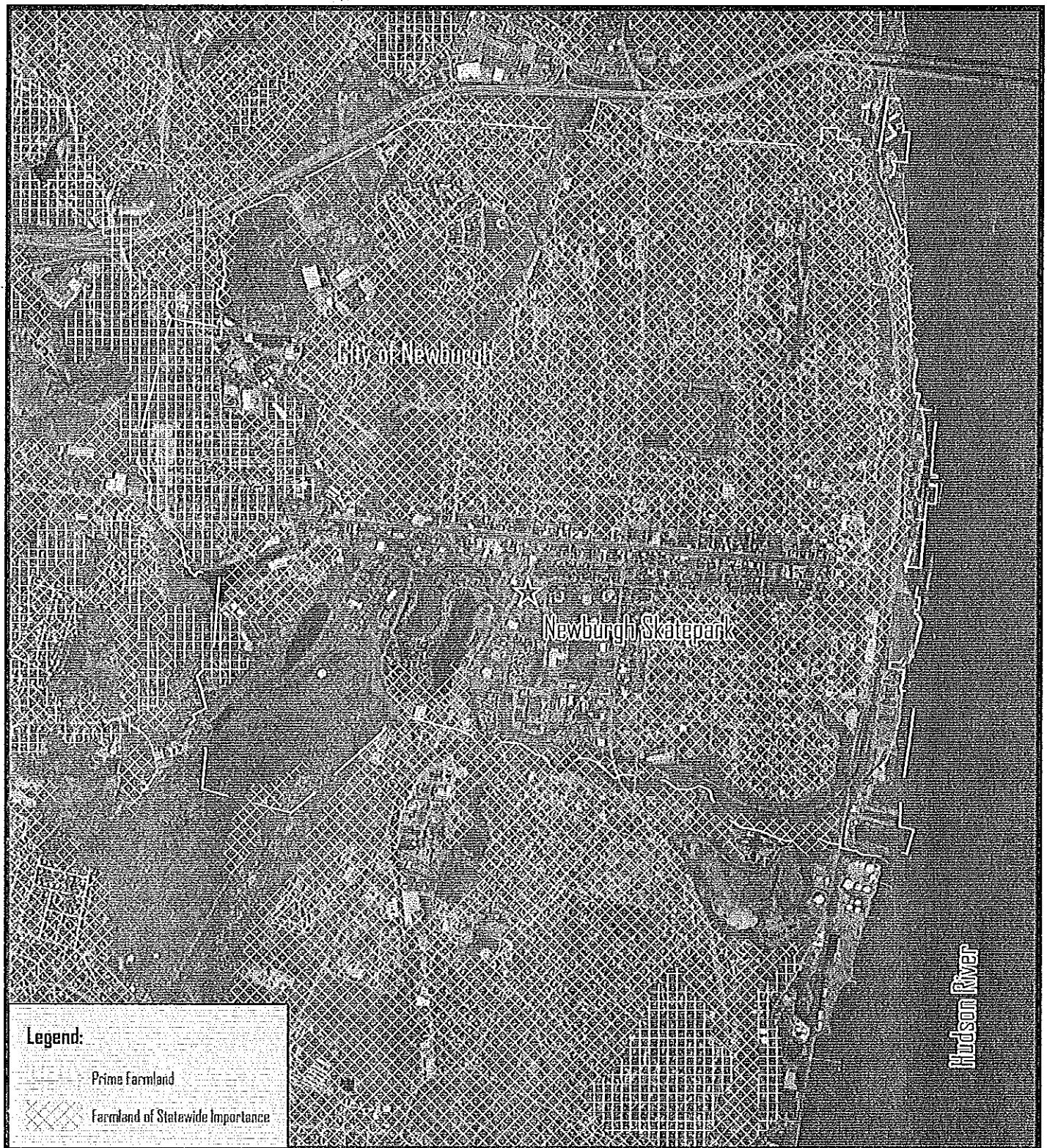
1 inch = 1 mile



Farmland Protection

C.M.W. / Friday, September 11, 2015

Map No. 5



FOR VISUAL REFERENCE ONLY

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0 0.075 0.15 0.3 0.45 0.6

1 inch = 0 mile



Historic Preservation

C.M.W. / Friday, September 11, 2015

Map No. 6



FOR VISUAL REFERENCE ONLY

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0 190380 760 1,140 1,520



1 inch = 1,000 feet



Sole Source Aquifer

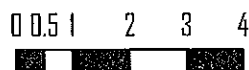
C.M.W. / Friday, September 11, 2015

Map No. 7



FOR VISUAL REFERENCE ONLY

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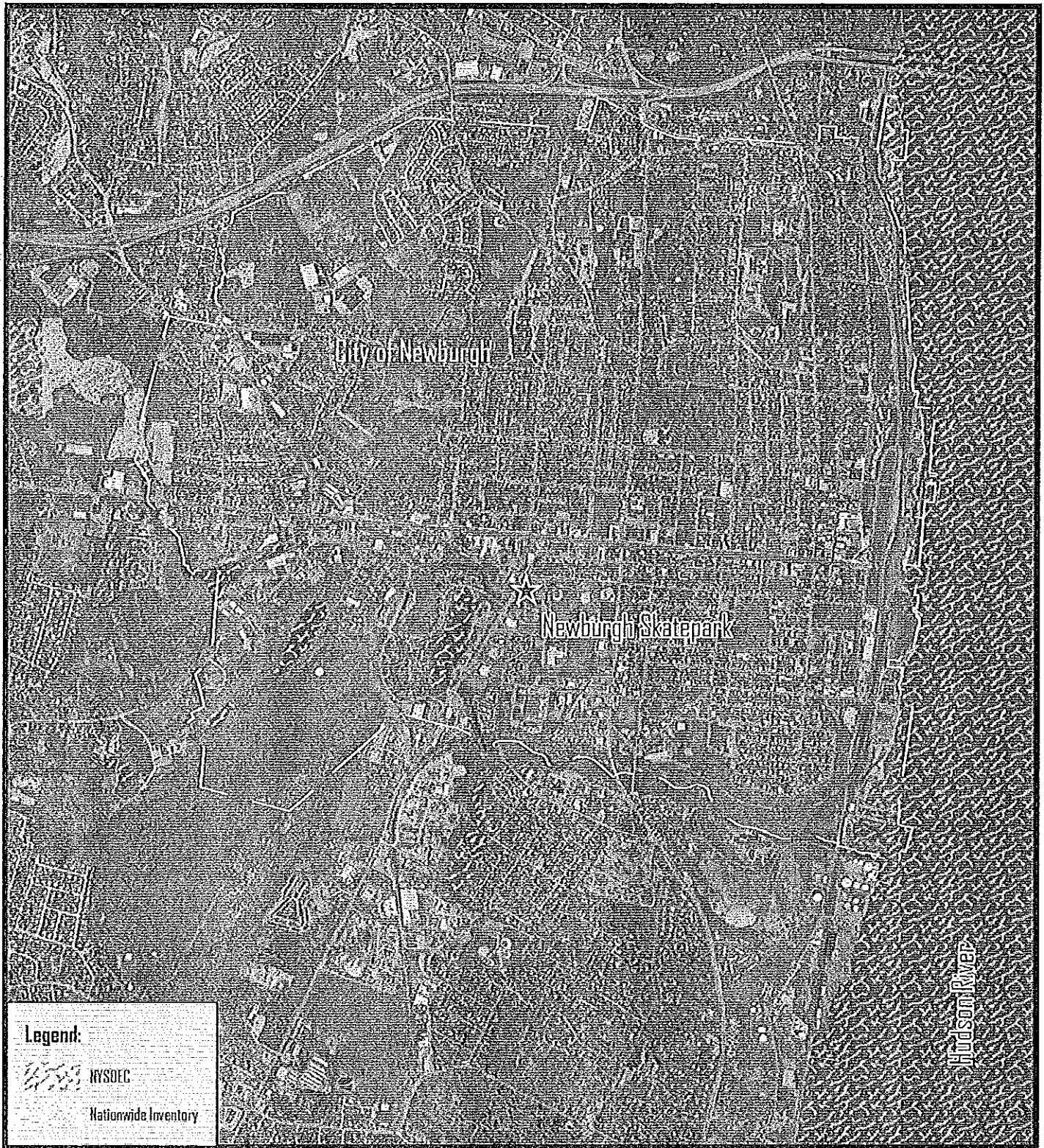
1 inch = 3 mile



Wetlands Protection

C.M.W. / Friday, September 11, 2015

Map No. 8



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1 inch = 0 mile



Environmental Justice

C.M.W. / Friday, September 11, 2015

Map No. 9



FOR VISUAL REFERENCE ONLY

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0 190380 760 1,140 1,520



1 inch = 1,000 feet



RESOLUTION NO.: 158 - 2017

OF

JUNE 12, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 70 TOWNSEND AVENUE (SECTION 16, BLOCK 13, LOT 1)
AT PRIVATE SALE TO SAMUEL SOTO FOR THE AMOUNT OF \$4,200.00**

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 70 Townsend Avenue, being more accurately described as Section 16, Block 13, Lot 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 September 15, 2017, being approximately 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>
70 Townsend Avenue	16 - 13 - 1	Samuel Soto	\$4,200.00

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

68-11

Terms and Conditions Sale

70 Townsend Avenue, City of Newburgh (16-13-1)

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 properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. 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 September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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.: 159 -2017

OF

JUNE 12, 2017

**A RESOLUTION TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK
STATE
ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
STREAMLINED PERMITTING GRANT IN THE AMOUNT OF \$2,500.00
FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT**

WHEREAS, by Resolution No. 49-2017 of February 27, 2017, the City Council adopted the New York State Unified Solar Permit and authorized the staff to apply for and accept if awarded the grant through the Streamlined Permitting Program to allow for the City of Newburgh to receive a grant award up to \$2,500 from the New York State Energy Research and Development Authority for the adoption of the United Solar Permit Application; and

WHEREAS, New York State Energy Research and Development Authority (NYSERDA) offers Streamlined Permitting Grants for communities to adopt streamlined permitting and other ordinances for photovoltaic systems and electric vehicle charging stations; and

WHEREAS, the City of Newburgh intends to apply for a NYSERDA Streamlined Permitting Grant in the amount of \$2,500.00 to develop and implement a permit for electric vehicle supply equipment charging stations; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a grant through the Streamlined Permitting Program in the amount of \$2,500 from the New York State Energy Research and Development Authority to develop and implement a permit for electric vehicle supply equipment charging stations; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 160 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 101 BENKARD AVENUE (SECTION 44, BLOCK 3, LOT 8)
AT PRIVATE SALE TO RENE GONZALEZ ORTA FOR THE AMOUNT OF
\$45,500.00

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 101 Benkard Avenue being more accurately described as Section 44, Block 3, Lot 8 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 September 15, 2017, being approximately 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>
101 Benkard Avenue	44 - 3 - 8	Rene Gonzalez Orta	\$45,500.00

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

100-17

Terms and Conditions of Sale
101 Benkard Avenue, City of Newburgh
(44-3-8)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing 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 6 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. 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.

7. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. 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.
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 September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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.: 161 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 9 CARSON AVENUE (SECTION 46, BLOCK 5, LOT 21)
AT PRIVATE SALE TO JOHN LAGRUTTA FOR THE AMOUNT OF \$1,200.00

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 9 Carson Avenue, being more accurately described as Section 46, Block 5, Lot 21 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers 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 September 15, 2017, being approximately 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>
9 Carson Avenue	46 - 5 - 21	John LaGrutta	\$1,200.00

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

6-17

Terms and Conditions Sale

9 Carson Avenue, City of Newburgh (46-5-21)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 162 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 31 CLARK STREET (SECTION 36, BLOCK 5, LOT 17),
12 CLARK STREET (SECTION 36, BLOCK 1, LOT 10) AND
180 ANN STREET REAR (SECTION 36, BLOCK 1, LOT 12.2)
AT PRIVATE SALE TO BISESSAR ALVIN MOONESAR
FOR THE AMOUNT OF \$5,400.00

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

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

WHEREAS, the City of Newburgh desires to sell 31 Clark Street, 12 Clark Street and 180 Ann Street Rear being more accurately described as Section 36, Block 5, Lot 17, Section 36, Block 1, Lot 10 and Section 36, Block 1, Lot 12.2, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 September 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
31 Clark Street	36 - 5 - 17	Bissesar Alvin Moonesar	\$5,400.00
12 Clark Street	36 - 1 - 10		
180 Ann Street Rear	36 - 1 - 12.2		

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

162-17

Terms and Conditions of Sale
31 Clark Street, City of Newburgh (36-5-17)
12 Clark Street, City of Newburgh (36-1-10)
180 Ann Street Rear, City of Newburgh (36-1-12.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **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 properties are vacant and unoccupied. The parcels are 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 properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. 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.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
 9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
 10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
 11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
 12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
 13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
 14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
 15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City

- may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
 17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
 18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 163 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
 KNOWN AS 193 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 15),
 195 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 14),
 197 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 13 AND
 194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
 AT PRIVATE SALE TO MICHAEL ROBINSON FOR THE AMOUNT OF \$19,660.00

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 193 North Miller Street, 195 North Miller Street, 197 North Miller Street and 194 Dubois Street being more accurately described as Section 11, Block 1, Lot 15, Section 11, Block 1, Lot 14, Section 11, Block 1, Lot 13 and Section 11, Block 1, Lot 27, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 September 15, 2017, being approximately 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>
193 N. Miller Street	11 - 1 - 15	Michael Robinson	\$19,660.00
195 N. Miller Street	11 - 1 - 14		
197 N. Miller Street	11 - 1 - 13		
194 Dubois Street	11 - 1 - 27		

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

13-17

Terms and Conditions of Sale

193 North Miller Street, City of Newburgh (11-1-15)

195 North Miller Street, City of Newburgh (11-1-14)

197 North Miller Street, City of Newburgh (11-1-13)

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **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 properties are vacant and unoccupied. The parcels are 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 properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. 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.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 164 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 382 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 37)
AT PRIVATE SALE TO ALEJANDRO PEREZ FOR THE AMOUNT OF \$6,810.00

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 382 Liberty Street, being more accurately described as Section 10, Block 1, Lot 37 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers 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 September 15, 2017, being approximately 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>
382 Liberty Street	10 - 1 - 37	Alejandro Perez	\$6,810.00

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

4-17

Terms and Conditions Sale

382 Liberty Street, City of Newburgh (10-1-37)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **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. 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.

7. 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.
8. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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 September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *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 thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 165 - 2017

OF

JUNE 12, 2017

**A RESOLUTION TO ENTER INTO A MEMORANUDM OF UNDERSTANDING
WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO
ESTABLISH A HUDSON VALLEY REGIONAL CRIME ANALYSIS CENTER**

WHEREAS, The New York State Division of Criminal Justice Services (DCJS) is seeking to partner with law enforcement agencies in the Hudson Valley region of the State to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping, emerging crime trend recognition, and other related activities; and

WHEREAS, the City of Newburgh wishes to enter into a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, with DCJS and other Hudson Valley law enforcement agencies for the development and operation of a Regional Crime Analysis Center in the Hudson Valley Region of New York State, to be known as the "Hudson Valley Crime Analysis Center"; and

WHEREAS, this Council has determined that the City's participation in such program is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the City Manager and the Lieutenant-in-Charge and they are hereby authorized to enter into a Memorandum of Understanding with the New York State Division of Criminal Justice Services and other Hudson Valley law enforcement agencies for the development and operation of a Regional Crime Analysis Center in the Hudson Valley Region of New York State, to be known as the "Hudson Valley Crime Analysis Center"; and to execute all necessary documents to comply with the terms of such MOU and to carry out the program established therein.

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MEMORANDUM OF UNDERSTANDING
between the
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
AND

ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE, ORANGE COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY SHERIFF'S OFFICE, DUTCHESS COUNTY DISTRICT ATTORNEY'S OFFICE, ULSTER COUNTY SHERIFF'S OFFICE, ULSTER COUNTY DISTRICT ATTORNEY'S OFFICE, THE CITY OF KINGSTON POLICE DEPARTMENT, THE CITY OF NEWBURGH POLICE DEPARTMENT, AND THE CITY OF POUGHKEEPSIE POLICE DEPARTMENT.

This is a Memorandum of Understanding (hereinafter "MOU") by and between the **New York State Division of Criminal Justice Services** (hereinafter "DCJS") with offices at Alfred E. Smith Office Building 80 S. Swan Street, Albany, New York, and the Orange County District Attorney's Office, Orange County Sheriff's Office, Dutchess County District Attorney's Office, Dutchess County Sheriff's Office, Ulster County District Attorney's Office, Ulster County Sheriff's Office, the City of Kingston Police Department, the City of Newburgh Police Department, and the City of Poughkeepsie Police Department (collectively hereinafter "MOU law enforcement agencies" or "signatory agencies") for the development and operation of a Regional Crime Analysis Center in the Hudson Valley Region of New York State, to be known as the "Hudson Valley Crime Analysis Center" (hereinafter "HVCAC"). MOU law enforcement agencies and DCJS are collectively referred to as "Parties."

WHEREAS, DCJS is seeking to partner with law enforcement agencies in the Hudson Valley region of the State to produce a comprehensive picture of crime incidents through in-depth crime analysis, pattern identification, incident mapping, emerging crime trend recognition, and other related activities; and

WHEREAS, the Parties have met to discuss the implementation of the HVCAC; and

WHEREAS, the aforementioned MOU law enforcement agencies maintain law enforcement records management systems; and

WHEREAS, the mission of the HVCAC will be to analyze crime data provided to it by the Parties and make reports for the purpose of conducting crime analyses including tactical, strategic, and administrative analyses, distribution of

which reports will be determined by the HVCAC Board of Directors (hereinafter "Board"); and

WHEREAS, the Parties agree that information sharing is a priority of the HVCAC and appropriate datasets as identified by the Board should be shared with all law enforcement agencies who are authorized to the extent permitted by applicable law and/or regulation and this data should also be shared with the New York State Crime Analysis Data Sharing Network to allow for broad analysis of relevant information against data received from other law enforcement agencies statewide, and that sharing of data back to the HVCAC should be provided to assist in crime reduction.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do agree as follows:

A. Board of Directors

1. The HVCAC Board shall consist of the Commissioner of DCJS, the District Attorneys of each of the counties being served by the HVCAC; the Sheriff of each of the counties being served by HVCAC; and the Chiefs of the Kingston, Newburgh, and Poughkeepsie City Police Departments. To be a member of the Board these entities must be a signatory to this agreement. Additional regional law enforcement agency executives may be added to sit on the Board, by a majority vote of the current sitting Board upon their respective law enforcement agency being signatory to the HVCAC MOU. Board members may identify a designee to act for them, and vote on their behalf.
2. The Board shall meet at least once per quarter, and at any other time, if at least three of the members shall request.
3. Any Member of the Board may bring a matter before the Board for deliberation and determination. Decisions of the Board shall be approved by a majority vote of Board members present.

4. The Board shall identify the functions to be performed by the HVCAC.
5. The Board shall determine whether other law enforcement agencies who are not a party to this agreement shall be authorized to participate in the activities of the HVCAC.
6. The Board may vote to authorize the Commissioner of DCJS to enter into agreement(s) with other law enforcement agencies interested in participating in the HVCAC.

B. Location and Funding:

1. The HVCAC shall be located at the Orange County Emergency Services Center, 22 Wells Farm Road, Goshen, New York 10924, or at any other future location to be determined by the Board. The Orange County District Attorney's Office will act as the "original host agency" with respect to HVCAC. DCJS shall not pay any part of the maintenance or upkeep of the HVCAC.
2. In the event that the HVCAC is relocated in the future, whichever governmental entity ("host agency") possesses the new site, shall provide the necessary space for the HVCAC including rent, utilities, maintenance, and cleaning services.
3. Subject to monies being available for such purposes, DCJS will provide for the necessary office furnishings and technology, including data systems, software and hardware, related professional services, and revisions and updates to existing systems for the effective operation of the HVCAC, and/or such other reasonable expenses related to HVCAC operations, as determined appropriate by DCJS. All furnishings and technology provided by DCJS shall remain the property of DCJS.
4. DCJS shall reimburse Orange County for expenses incurred by Orange County in connection with construction of the HVCAC located at 22 Wells Farm Rd, Goshen, NY to support the initial

construction of the HVCAC within the aforementioned facility. The amount of reimbursement by DCJS to Orange County **shall not exceed fifty thousand dollars (\$50,000)**. All work provided under this Agreement shall be approved by DCJS prior to commencement of the work. Orange County agrees to provide DCJS with copies of contracts and invoices for disbursements in connection with this Agreement to show that funds were spent as intended and approved. Orange County shall submit a single invoice to DCJS for reimbursement under this Agreement as a one-time submission to DCJS within nine (9) months of the date which this Agreement has been executed by all Parties, and within thirty (30) days of the completion of the work, unless otherwise granted an extension by DCJS.

5. All data remains the property of the originating agency as does the responsibility associated with the use and dissemination, and sealing and purging of such data. The determination to disseminate and any subsequent dissemination of information to the press shall be made by the participating agencies and not by the HVCAC.
6. The Parties agree that no party shall be liable to any other party for any incidental, consequential, nominal, compensatory, punitive, or any damages of any kind arising out of or in the course of performance in connection with this agreement. Contracting and labor to repair the Orange County Emergency Services Center, or any other location, will be procured, contracted, scheduled and managed by the respective host agency and DCJS shall not be responsible for any claims by employees or contractors of the originating host county (Orange County), or any other host agency county.

C. Staffing

1. The Parties agree, subject to potential future funding limitations, to provide appropriate staffing necessary to effectively operate the HVCAC. Staffing will minimally include personnel as follows:
 - 1 Director (DCJS Contractor staff)

- 1 Lead Analyst (various sources)
 - 1 Crime Analyst (various sources)
2. All personnel provided by the Parties remain employees or contractors as applicable of the agency that is providing them, and their salary and any related benefits will continue to be paid by the providing agency.
 3. The Parties agree that any full-time personnel assigned to HVCAC will have their work location established at the HVCAC physical location, and that they are to report to the HVCAC on a full-time basis.
 4. DCJS, the Board and MOU law enforcement agencies agree that the purpose of the HVCAC is to prepare and produce crime analysis on a daily basis. In no event shall non-sworn personnel assigned to the HVCAC participate in tactical or operational decision-making in connection with any law enforcement agency activity.
 5. In the event that sworn law enforcement personnel assigned to the HVCAC are redeployed from their HVCAC assignment, the Parties agree that in no event shall non-sworn personnel assigned to the HVCAC, DCJS or any employee of DCJS, be liable in connection with any tactical or operational decision-making activities of sworn personnel when they are redeployed.
 6. DCJS, at its discretion, shall assign a Program Manager to the HVCAC. Any such individual will not be assigned exclusively to the HVCAC, but will be responsible for monitoring all the regional Crime Analysis Centers in New York State. The Program Manager shall report directly to the DCJS Deputy Commissioner of the Office of Public Safety and shall not be under the direction of the Board.
 7. The Parties to this MOU have the sole authority to discipline personnel it assigns to the HVCAC and to require personnel it assigns to adhere to its policy and procedures if those are in conflict with the HVCAC policies and procedures.
 8. Management and execution of activities necessary to performance by the Parties under this MOU shall be the responsibility of the HVCAC Director.

D. Information Sharing, Analyses and Reports:

1. The Parties agree to access, share, and exchange incident and arrest information and any future data that is mutually agreed upon from time to time that has been developed individually or collectively with other regional Law Enforcement Agencies including tactical, strategic and administrative analyses, and to compile and make available such reports to the extent that their operations permit, and as their management shall determine.
2. The Parties agree to provide for sharing of information, but in no way shall information sharing be construed or interpreted to reflect that any of the Parties is involved or responsible for implementing any operational activities resulting from produced analyses.
3. The Parties agree that any information shared with the HVCAC may be shared among regional law enforcement agencies unless specific restrictions are identified in writing at the time the information is provided to the HVCAC.
4. The Parties agree that the sharing and exchange of information contemplated under the terms of this Agreement shall be voluntary and without charge, fee or other consideration.
5. Participation of the Parties in this Agreement shall be contingent upon the availability of lawful appropriations therefore. In the event that such appropriation is not continued, the obligations of a Party so affected will terminate upon 30 calendar days written notice to all other Parties.
6. The Parties agree to maintain such security procedures as are mutually established.

E. Expiration of MOU

1. All provisions of this MOU with respect to liability shall survive the termination or expiration of this MOU.

2. The term of this Agreement shall take effect upon full execution of this MOU. The term shall continue in effect until modified or terminated by all Parties.
3. Any Party to this Agreement may withdraw from this Agreement by providing thirty (30) calendar days written notice to all other Parties to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed at of the dates indicated below by each signing party.

**NYS DIVISION OF CRIMINAL
JUSTICE SERVICES**

By: _____

Title: _____

Date: _____

**ORANGE COUNTY
DISTRICT ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**ORANGE COUNTY
SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**DUTCHESS COUNTY DISTRICT
ATTORNEY'S OFFICE**

By: _____

**DUTCHESS COUNTY
SHERIFF'S OFFICE**

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ULSTER COUNTY DISTRICT
ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**ULSTER COUNTY
SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**CITY OF KINGSTON
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF NEWBURGH
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF POUGHKEEPSIE
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

RESOLUTION NO.: 166 - 2017

OF

JUNE 12, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING PROPOSED STATE LEGISLATION TO ESTABLISH
TANKER-AVOIDANCE ZONES IN THE HUDSON RIVER**

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

WHEREAS, by Resolution No. 244-2016 of September 12, 2016, the City Council of the City of Newburgh announced its firm and unequivocal opposition to the proposed anchorages; urged the U.S. Coast Guard to conduct public meetings; and demanded further and additional information concerning the multitude of impacts the proposal would have on the City's environment, residents and economy; and

WHEREAS, by Resolution No. 72-2017 of March 13, 2017, the City Council of the City of Newburgh adopted the Hudson River Waterfront Alliance pledge to join in the collaborated efforts to examine the impacts of proposed anchorage sites, provide information to residents and stakeholders and to protect and preserve the interests of the Hudson River communities; and

WHEREAS, the City of Newburgh is home to a rapidly developing Hudson River waterfront, as well as a large historic district listed on the National Register of Historic Places and Washington's Headquarters Historic Site, both having majestic Hudson River views, which the integrity of these economic, historic and scenic assets are threatened by the U.S. Coast Guard's proposal; and

WHEREAS, the City of Newburgh has documented its concerns about the anchoring of petroleum-carrying tankers, including disrupting the economic vitality of the waterfront, endangering drinking water supplies, damaging fish habitat and detracting from scenic beauty and quality of life along the river as described in Resolution No. 244-2016 of September 12, 2016 and Resolution No. 72-2017 of March 13, 2017; and

WHEREAS, New York State Assembly member Didi Barrett has introduced Assembly Bill A06825, which would enable New York State agencies to consider environmental impacts in designating "tanker-avoidance zones"; and

WHEREAS, New York State Senator Sue Serino has introduced the same measure in the Senate as Bill S05197; and

WHEREAS, this proposal would enable New York State to take a stronger role in controlling the placement of any anchorage areas for petroleum-carrying vessels, to ensure that the needs of the Hudson River and riverfront communities are protected;

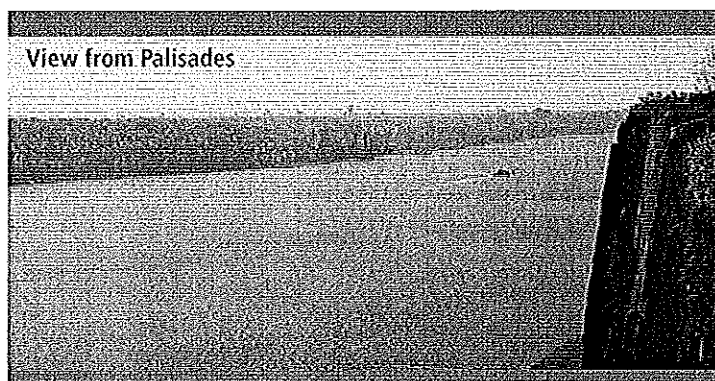
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support for Assembly Bill A06825 and Senate Bill S05197; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Newburgh, New York forward copies of this resolution to Assembly Member Frank Skartados, Assembly Member Didi Barrett, N.Y. Senator William Larkin, N.Y. Senator Sue Serino, the New York Conference of Mayors, Riverkeeper Campaign Advocacy Coordinator Jeremy Cherson and Scenic Hudson Advocacy Associate Rebecca De La Cruz.

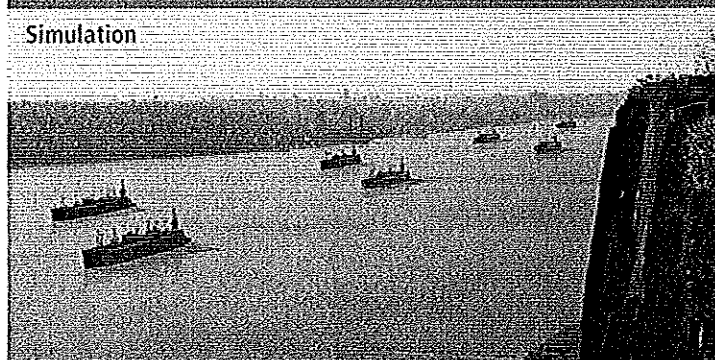
6-17



Proposed Hudson River Anchorages



View from Palisades



Simulation

These floating parking lots jeopardize:

- Great strides communities have made in revitalizing their riverfronts.
- The region's scenic splendor, foundation of its \$5.2-billion tourism economy.
- Drinking water supplies drawn from the Hudson.
- Prime habitats for sturgeon and other imperiled fish species.
- Safe river access for paddlers and other boaters.

The U.S. Coast Guard (USCG) is considering a proposal to establish 10 new sites for 43 commercial vessels to anchor along the Hudson River between Yonkers, Westchester County, and Kingston, Ulster County. This proposal could turn over 2,400 acres of the river into new anchorages establishing huge "parking lots" for barges—in 42 out of 43 of the berths, vessels could sit for 30 days or more, letting companies store volatile crude oil awaiting shipment to East Coast refineries. Allowing these containers to anchor on the Hudson puts our natural resources, aquatic habitats and scenic views at risk. These vessels, which can hold up to 4 million gallons of volatile cargo, would increase the risk of spills, leaks, or explosions and jeopardize all of the progress Hudson River communities have made in revitalizing their waterfronts.

The USCG has not demonstrated that new anchorages are needed for navigational safety. In fact, vessels already have a mechanism to anchor in hazardous conditions. The only stated justification for this proposal is to facilitate the expected increase in shipment of crude oil on the Hudson River.

What has been done?

Over 10,000 comments were filed with the USCG, including letters from the Cuomo administration, the office of New York Attorney General Eric Schneiderman, and leading business organizations (including the Business Council of Westchester and the Hudson Gateway Association of Realtors). The USCG is in the process of going through those comments. If it decides to continue with the rulemaking process, the next step is to issue a more detailed Notice of Proposed Rulemaking. Public hearings are expected this spring.

What you can do

Ask your state Senator and Assembly member to co-sponsor bills (S.5197 and A.6825, respectively) that would enable the DEC to establish Tanker Avoidance Zones in the Hudson based on the presence of significant habitats and the concerns of waterfront communities.

- Senate switchboard: 518 455 2800; Assembly switchboard: 518 455 4100
- Ask your town, village or city to pass a municipal resolution in support of S.5197/A.6825. For a sample resolution, visit www.scenichudson.org/anchorages-resolution

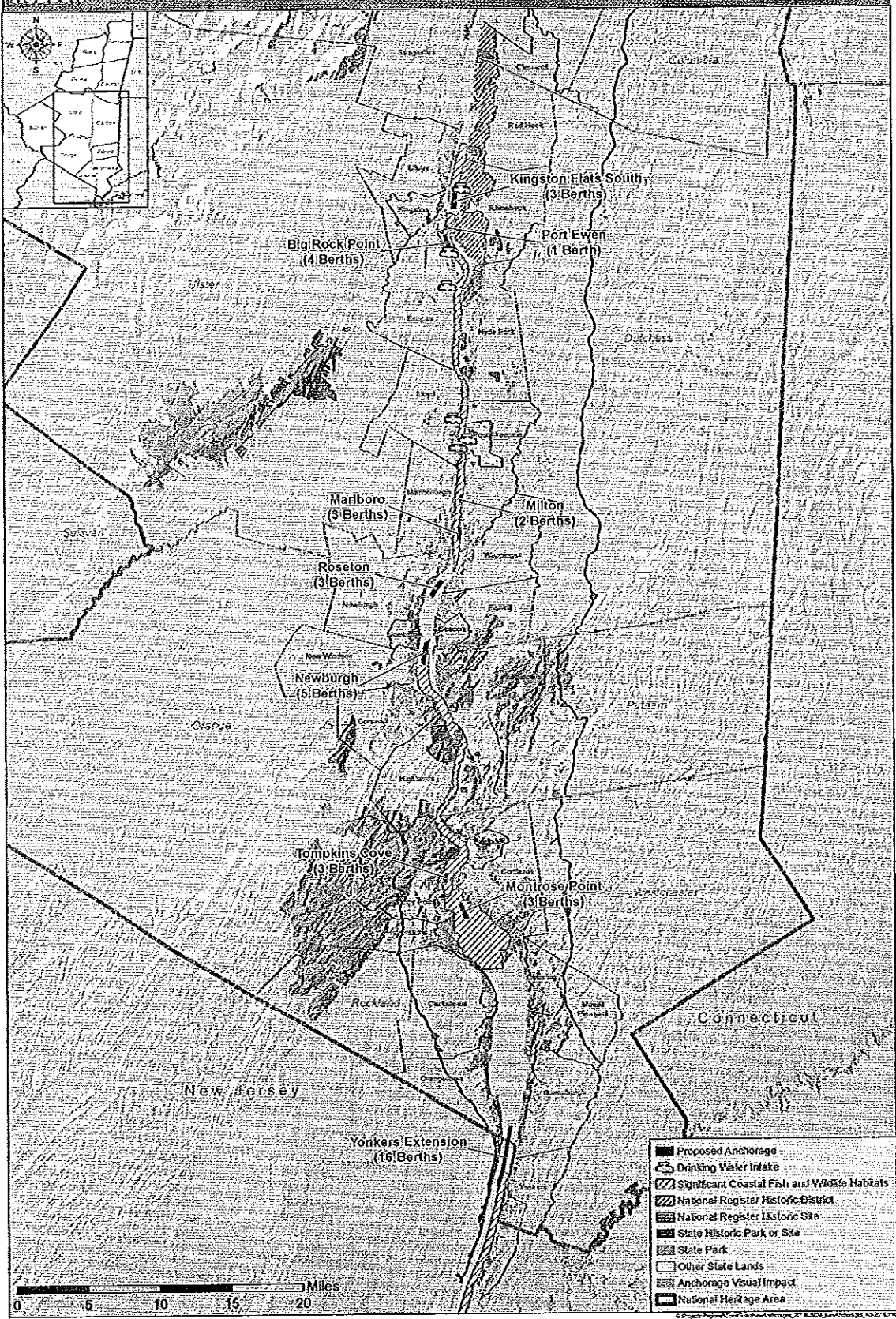
Ask your Congress member to support the Hudson River Protection Act (H.R. 1504) introduced by U.S. Reps. Sean Patrick Maloney and Eliot Engel. It would prevent the USCG from establishing new anchorages within five miles of a nuclear power plant, sites on the National Register of Historic Places, a Superfund site or endangered species habitat.

- U.S. Capitol switchboard: 202 224 3121



Proposed Hudson River Anchorages

Hudson River Valley National Heritage Area



S T A T E O F N E W Y O R K

5197

2017-2018 Regular Sessions

I N S E N A T E

March 13, 2017

Introduced by Sens. SERINO, AMEDORE, CARLUCCI -- read twice and ordered printed, and when printed to be committed to the Committee on Environmental Conservation

AN ACT to amend the environmental conservation law and the navigation law, in relation to consideration of environmental conditions when permitting petroleum-bearing vessels to enter navigable waters; and repealing section seventy-one of the navigation law relating to the petroleum-bearing vessel advisory commission

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 33-0303 of the environmental conservation law is
2 amended by adding a new subdivision 8 to read as follows:

3 8. THE COMMISSIONER IN CONSULTATION WITH THE UNITED STATES COAST
4 GUARD, THE BOARD OF COMMISSIONERS OF PILOTS, THE DEPARTMENT OF STATE,
5 THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND APPROPRI-
6 ATE OFFICIALS OF ANY STATE OR COUNTRY, MAY ESTABLISH GUIDELINES FOR THE
7 PURPOSE OF CARRYING OUT THE PROVISIONS OF SECTION SEVENTY OF THE NAVIGA-
8 TION LAW.

9 S 2. Section 70 of the navigation law, as added by chapter 898 of the
10 laws of 1990, is amended to read as follows:

11 S 70. Minimum conditions for petroleum-bearing vessels in certain
12 areas; tanker-avoidance zones. 1. The commissioner of environmental
13 conservation in consultation with [the petroleum-bearing vessel advisory
14 commission established in section seventy-one of this article,] the
15 United States Coast Guard, the board of commissioners of pilots, THE
16 DEPARTMENT OF STATE, THE OFFICE OF PARKS, RECREATION AND HISTORIC PRES-
17 ERVATION and appropriate officials of any state or country with concur-
18 rent jurisdiction over water bodies which might be affected, through
19 rule and regulation may establish standards setting forth:

20 (a) the minimum conditions under which petroleum-bearing vessels as
21 defined in section one hundred seventy-two of this chapter may enter or

EXPLANATION--Matter in *ITALICS* (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD10512-03-7

1 move upon the navigable waters of the state and any tidewaters bordering
2 on or lying within the boundaries of Nassau and Suffolk counties. Such
3 conditions may include, but not be limited to, visibility, the tide and
4 wind conditions [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE
5 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS
6 AND PROXIMITY TO WATERFRONT COMMUNITIES; and

7 (b) the minimum conditions under which petroleum-bearing vessels may
8 enter or leave any major facility, port or harbor. Such conditions may
9 include, but not be limited to, visibility, the tide and wind conditions
10 [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE EXISTENCE OF DESIG-
11 NATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS AND PROXIMITY TO
12 WATERFRONT COMMUNITIES.

13 2. The commissioner of environmental conservation may, in consultation
14 with [the petroleum-bearing vessel advisory commission established in
15 section seventy-one of this article,] the United States Coast Guard, the
16 board of commissioners of pilots, THE DEPARTMENT OF STATE, THE OFFICE OF
17 PARKS, RECREATION AND HISTORIC PRESERVATION and appropriate officials of
18 any state or country with concurrent jurisdiction over water bodies
19 which might be affected, establish tanker-avoidance zones, where it
20 shall be unlawful for petroleum-bearing vessels as defined in section
21 one hundred seventy-two of this chapter, to enter [or], move OR ANCHOR
22 upon the navigable waters of the state or any tidewaters bordering on or
23 lying within the boundaries of Nassau and Suffolk counties, EXCEPT IN
24 CASES OF GREAT EMERGENCY. SUCH TANKER-AVOIDANCE ZONES MAY BE BASED UPON
25 PHYSICAL AND ENVIRONMENTAL CONDITIONS WHICH MAY INCLUDE, BUT ARE NOT
26 LIMITED TO, NAVIGATIONAL HAZARDS, ENVIRONMENTAL CONDITIONS SUCH AS THE
27 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS
28 AND PROXIMITY TO WATERFRONT COMMUNITIES.

29 S 3. Section 71 of the navigation law is REPEALED.

30 S 4. Subdivision 15-a of section 172 of the navigation law, as added
31 by chapter 898 of the laws of 1990, is amended to read as follows:

32 15-a. "Petroleum-bearing vessel" means any vessel transporting petro-
33 leum in commercial quantities as cargo or any vessel constructed or
34 adapted for the carriage of petroleum in bulk, INCLUDING TANK VESSELS,
35 BARGES AND TUG-BARGE COMBINATIONS;

36 S 5. This act shall take effect immediately.

S T A T E O F N E W Y O R K

6825

2017-2018 Regular Sessions

I N A S S E M B L Y

March 21, 2017

Introduced by M. of A. BARRETT, MAYER -- read once and referred to the
Committee on Environmental Conservation

AN ACT to amend the environmental conservation law and the navigation
law, in relation to consideration of environmental conditions when
permitting petroleum-bearing vessels to enter navigable waters; and
repealing section seventy-one of the navigation law relating to the
petroleum-bearing vessel advisory commission

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-
BLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 33-0303 of the environmental conservation law is
2 amended by adding a new subdivision 8 to read as follows:

3 8. THE COMMISSIONER IN CONSULTATION WITH THE UNITED STATES COAST
4 GUARD, THE BOARD OF COMMISSIONERS OF PILOTS, THE DEPARTMENT OF STATE,
5 THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND APPROPRI-
6 ATE OFFICIALS OF ANY STATE OR COUNTRY, MAY ESTABLISH GUIDELINES FOR THE
7 PURPOSE OF CARRYING OUT THE PROVISIONS OF SECTION SEVENTY OF THE NAVIGA-
8 TION LAW.

9 S 2. Section 70 of the navigation law, as added by chapter 898 of the
10 laws of 1990, is amended to read as follows:

11 S 70. Minimum conditions for petroleum-bearing vessels in certain
12 areas; tanker-avoidance zones. 1. The commissioner of environmental
13 conservation in consultation with [the petroleum-bearing vessel advisory
14 commission established in section seventy-one of this article,] the
15 United States Coast Guard, the board of commissioners of pilots, THE
16 DEPARTMENT OF STATE, THE OFFICE OF PARKS, RECREATION AND HISTORIC PRES-
17 ERVATION and appropriate officials of any state or country with concur-
18 rent jurisdiction over water bodies which might be affected, through
19 rule and regulation may establish standards setting forth:

20 (a) the minimum conditions under which petroleum-bearing vessels as
21 defined in section one hundred seventy-two of this chapter may enter or
22 move upon the navigable waters of the state and any tidewaters bordering

EXPLANATION--Matter in *ITALICS* (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD10512-03-7

1 on or lying within the boundaries of Nassau and Suffolk counties. Such
2 conditions may include, but not be limited to, visibility, the tide and
3 wind conditions [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE
4 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS
5 AND PROXIMITY TO WATERFRONT COMMUNITIES; and

6 (b) the minimum conditions under which petroleum-bearing vessels may
7 enter or leave any major facility, port or harbor. Such conditions may
8 include, but not be limited to, visibility, the tide and wind conditions
9 [and], weather, ENVIRONMENTAL CONDITIONS SUCH AS THE EXISTENCE OF DESIG-
10 NATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS AND PROXIMITY TO
11 WATERFRONT COMMUNITIES.

12 2. The commissioner of environmental conservation may, in consultation
13 with [the petroleum-bearing vessel advisory commission established in
14 section seventy-one of this article,] the United States Coast Guard, the
15 board of commissioners of pilots, THE DEPARTMENT OF STATE, THE OFFICE OF
16 PARKS, RECREATION AND HISTORIC PRESERVATION and appropriate officials of
17 any state or country with concurrent jurisdiction over water bodies
18 which might be affected, establish tanker-avoidance zones, where it
19 shall be unlawful for petroleum-bearing vessels as defined in section
20 one hundred seventy-two of this chapter; to enter [or], move OR ANCHOR
21 upon the navigable waters of the state or any tidewaters bordering on or
22 lying within the boundaries of Nassau and Suffolk counties, EXCEPT IN
23 CASES OF GREAT EMERGENCY. SUCH TANKER-AVOIDANCE ZONES MAY BE BASED UPON
24 PHYSICAL AND ENVIRONMENTAL CONDITIONS WHICH MAY INCLUDE, BUT ARE NOT
25 LIMITED TO, NAVIGATIONAL HAZARDS, ENVIRONMENTAL CONDITIONS SUCH AS THE
26 EXISTENCE OF DESIGNATED SIGNIFICANT COASTAL FISH AND WILDLIFE HABITATS
27 AND PROXIMITY TO WATERFRONT COMMUNITIES.

28 S 3. Section 71 of the navigation law is REPEALED.

29 S 4. Subdivision 15-a of section 172 of the navigation law, as added
30 by chapter 898 of the laws of 1990, is amended to read as follows:

31 15-a. "Petroleum-bearing vessel" means any vessel transporting petro-
32 leum in commercial quantities as cargo or any vessel constructed or
33 adapted for the carriage of petroleum in bulk, INCLUDING TANK VESSELS,
34 BARGES AND TUG-BARGE COMBINATIONS;

35 S 5. This act shall take effect immediately.

SAMPLE Resolution in Support of State Legislation for Tanker-Avoidance Zones

Whereas, the U.S. Coast Guard is currently considering a proposal to establish new anchorage areas along the Hudson River between Yonkers and Kingston;

And whereas, the [NAME OF MUNICIPALITY] is home to [describe local economic, natural, and scenic assets], which the integrity of are threatened by the U.S. Coast Guard's proposal;

And whereas, the [NAME OF MUNICIPALITY] has documented its concerns about the anchoring of petroleum-carrying tankers, including disrupting the economic vitality of the waterfront, endangering drinking water supplies, damaging fish habitat and detracting from scenic beauty and quality of life along the river (see Resolution [ENTER LOCAL RESOULTUION NUMBER,] of 2016);

And whereas, New York State Assemblymember Didi Barrett has introduced Assembly Bill A06825, which would enable New York State agencies to consider environmental impacts in designating "tanker-avoidance zones";

And whereas, New York State Senator Sue Serino has introduced the same measure in the Senate as Bill S05197;

And whereas this proposal would enable New York State to take a stronger role in controlling the placement of any anchorage areas for petroleum-carrying vessels, to ensure that the needs of the Hudson River and riverfront communities are protected;

Now therefore be it resolved that the [NAME OF MUNICIPAL BOARD OR COUNCIL] expresses its support for Assembly Bill A06825 and Senate Bill S05197.

Please send copies of your passed municipal resolution to the following offices:

New York State Assembly:

- Local Assembly Representative
- Assemblywoman Didi Barrett
LOB 553
Albany, NY 12248
Fax: 518-455-5418

New York State Senate:

- Local Senate Representative

- Senator Sue Serino
Legislative Office Building, Room 812
Albany, NY 12247

Not-for-Profit organizations:

- The NYS Association of Towns, NYS Conference of Mayors, Association of Counties, or any other municipal associations to which your local government belongs
- Jeremy Cherson, Campaign Advocacy Coordinator
Riverkeeper
20 Secor Road
Ossining, NY 10562
jcherson@riverkeeper.org
- Rebecca De La Cruz, Advocacy Associate
Scenic Hudson
One Civic Center Plaza, 2nd Floor
Poughkeepsie, NY 12601
rdelacruz@scenichudson.org
FAX: (845) 473-2648

RESOLUTION NO.: 167 - 2017

OF

JUNE 12, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
IN SUPPORT OF HUDSON RIVER SLOOP CLEARWATER'S SAIL
TO WASHINGTON, DC TO MAINTAIN CLEAN WATER
AND OTHER ENVIRONMENTAL PROTECTIONS

WHEREAS, in 1970 Pete Seeger and the Hudson River Sloop *Clearwater* helped turn the tide in favor of enacting the 1972 Clean Water Act by sailing the *Clearwater* to Washington, DC and organizing an historic Capitol Hill forum on the need for federal clean water protections, where Seeger said,

"The problems of the American Rivers can't be solved by people . . . who live on them. Only the Federal Government has the power to enact and enforce the laws that are needed;" and

WHEREAS, the Hudson River and many American waterways are much cleaner and safer as a result of the implementation of the Clean Water Act, as well as other state and national environment protection legislation and regulations; and

WHEREAS, issues of serious water pollution still plague communities from Flint, Michigan to the City of Newburgh or the Village of Hoosic Falls in New York; and

WHEREAS, a clean, safe and healthy environment is foundational for a strong economy; and

WHEREAS, existing federal clean water protections, have recently been rolled back or are coming under threat from many quarters, including:

- Using the Congressional Review Act to undo the Stream Protection Rule, which previously protected waterways from surface coal mining pollution;
- Using the EPA rulemaking process to "repeal and replace" the Waters of the United States Rule, which extended Clean Water Act protections to 60% of U.S. streams and 20 million acres of wetlands, and these waters and wetlands will soon lose those protections if the Rule is undone;
- Proposed 31% cuts to EPA funding, including, among other things: a 45% cut in Categorical Grants to states for water protection programs; elimination of the \$427 million funding of the Great Lakes Restoration Initiative and other regional programs; a total estimated cut of \$1 billion in Office of Water programs; and

WHEREAS, proposed cuts to Superfund would undermine Superfund cleanup in 85 sites across New York State; and

WHEREAS, federal water protections and robust EPA regulation and enforcement are vital to the environmental health of New York's waterways and to the safety of its drinking water; and

WHEREAS, climate change is also a water quality issue and already impacts New York's waterways and drinking waters through more frequent and severe droughts and storms; and

WHEREAS, many water quality issues, such as phosphorus loading of our lakes and streams, directly impact aquatic life and recreation, and will require increases in Federal funding for stormwater infrastructure; and

WHEREAS, drinking water contaminants which jeopardize public health and safety are just being uncovered in many existing water systems, flat-funding Federal grants will not allow States and municipalities to implement drinking and waste water infrastructure projects needed for their prevention or remediation; and

WHEREAS, these issues and threats affect not only all New Yorkers, but all Americans; and

WHEREAS, the Sloop *Clearwater* will carry to Washington and deliver to federal officials a "cargo of concern" documenting the broad-based concerns of citizens, public interest groups, and municipal and state officials throughout New York about growing threats to our water and to federal clean water protections, and the need for sound, science-based water policy;

NOW THEREFORE, BE IT RESOLVED that the City of Newburgh hereby registers its deep concern over current rollbacks and threats to federal clean water protections as described above, affirms the need for sound, science-based water policy and for adequate regulation, enforcement and funding as pressure on water quality and safety continue to mount. We also wish to express our support for the effort *Clearwater* is leading to carry our concerns and concerns of many New Yorkers for clean water and other environmental protections directly to Washington.

1-17

MUNICIPAL RESOLUTION IN SUPPORT OF HUDSON RIVER SLOOP CLEARWATER'S SAIL TO WASHINGTON, DC TO MAINTAIN CLEAN WATER AND OTHER ENVIRONMENTAL PROTECTIONS

WHEREAS in 1970 Pete Seeger and the Hudson River Sloop *Clearwater* helped turn the tide in favor of enacting the 1972 Clean Water Act by sailing the *Clearwater* to Washington, DC and organizing an historic Capitol Hill forum on the need for federal clean water protections, where Seeger said,

"The problems of the American Rivers can't be solved by people . . . who live on them. Only the Federal Government has the power to enact and enforce the laws that are needed;" and

WHEREAS the Hudson River and many American waterways are much cleaner and safer as a result of the implementation of the Clean Water Act, as well as other state and national environment protection legislation and regulations; and

WHEREAS issues of serious water pollution still plague communities from Flint, Michigan to the City of Newburgh or the Village of Hoosic Falls in New York; and

WHEREAS a clean, safe and healthy environment is foundational for a strong economy; and

WHEREAS existing federal clean water protections, have recently been rolled back or are coming under threat from many quarters, including:

- Using the Congressional Review Act to undo the Stream Protection Rule, which previously protected waterways from surface coal mining pollution;
- Using the EPA rulemaking process to "repeal and replace" the Waters of the United States Rule, which extended Clean Water Act protections to 60% of U.S. streams and 20 million acres of wetlands, and these waters and wetlands will soon lose those protections if the Rule is undone;
- Proposed 31% cuts to EPA funding, including, among other things: a 45% cut in Categorical Grants to states for water protection programs; elimination of the \$427 million funding of the Great Lakes Restoration Initiative and other regional programs; a total estimated cut of \$1 billion in Office of Water programs; and

WHEREAS proposed cuts to Superfund would undermine Superfund cleanup in 85 sites across New York State; and

WHEREAS federal water protections and robust EPA regulation and enforcement are vital to the environmental health of New York's waterways and to the safety of its drinking water; and

WHEREAS climate change is also a water quality issue and already impacts New York's waterways and drinking waters through more frequent and severe droughts and storms; and

WHEREAS many water quality issues, such as phosphorus loading of our lakes and streams, directly impact aquatic life and recreation, and will require increases in Federal funding for stormwater infrastructure; and

WHEREAS drinking water contaminants which jeopardize public health and safety are just being uncovered in many existing water systems, flat-funding Federal grants will not allow States and municipalities to implement drinking and waste water infrastructure projects needed for their prevention or remediation; and

WHEREAS these issues and threats affect not only all New Yorkers, but all Americans; and

WHEREAS the Sloop *Clearwater* will carry to Washington and deliver to federal officials a "cargo of concern" documenting the broad-based concerns of citizens, public interest groups, and municipal and state officials throughout New York about growing threats to our water and to federal clean water protections, and the need for sound, science-based water policy;

THEREFORE, BE IT RESOLVED that the [INSERT NAME OF MUNICIPALITY/COUNTY] hereby registers its deep concern over current rollbacks and threats to federal clean water protections as described above, affirms the need for sound, science-based water policy and for adequate regulation, enforcement and funding as pressure on water quality and safety continue to mount. We also wish to express our support for the effort *Clearwater* is leading to carry our concerns and concerns of many New Yorkers for clean water and other environmental protections directly to Washington.

**MUNICIPAL LETTER IN SUPPORT OF HUDSON RIVER SLOOP CLEARWATER'S SAIL TO
WASHINGTON, DC FOR CLEAN WATER AND ENVIRONMENTAL PROTECTION**

Dear Administrator Pruitt and Members of Congress,

In 1970 Pete Seeger and the Hudson River Sloop *Clearwater* helped turn the tide in favor of enacting the 1972 Clean Water Act by sailing the *Clearwater* to Washington, DC and organizing an historic Capitol Hill forum on the need for federal clean water protections, where Seeger said,

"The problems of the American Rivers can't be solved by people . . . who live on them. Only the Federal Government has the power to enact and enforce the laws that are needed."

The Hudson River and many American waterways are much cleaner and safer as a result of the implementation of the Clean Water Act, as well as other state and national environment protection legislation and regulations.

Yet issues of serious water pollution still plague communities from Flint, Michigan to the Village of Hoosic Falls in New York.

A clean, safe and healthy environment is the cornerstone of a strong economy.

Existing federal clean water protections that have recently been rolled back or are coming under threat include:

- *The Stream Protection Rule, which previously protected waterways from surface coal mining pollution*
- *EPA rulemaking to "repeal and replace" the Waters of the United States Rule, which extended Clean Water Act protections to 60% of U.S. streams and 20 million acres of wetlands*
- *Proposed 31% cuts to EPA funding, including a 45% cut in grants to states for water protection programs, elimination of funding for the Long Island Sound Study and other regional geographic programs resulting in a total estimated cut of \$1 billion to Office of Water programs.*

Federal water protections and robust EPA regulation and enforcement are vital to the environmental health of New York's waterways and to the safety of its drinking water and climate change is also a water quality issue, already impacting New York's waterways and drinking water through more frequent and severe droughts and storms.

Flat-funding Federal grants will not allow States and municipalities to implement drinking and waste water infrastructure projects needed for their maintenance or remediation.

These issues and threats affect not only all New Yorkers, but all Americans.

The historic Sloop *Clearwater* will carry to Washington and deliver to federal officials a "cargo of concern" documenting the broad-based concerns of citizens, public interest groups, and municipal and state officials throughout New York about growing threats to our water and to federal clean water protections, and the need for sound, science-based water policy.

As elected officials from the [INSERT MUNICIPALITY/COUNTY] we would like to register our deep concern over current rollbacks and threats to federal clean water protections as described above, **affirms the need for sound, science-based water policy and for adequate regulation, enforcement and funding.** We also wish to express support for *Clearwater's* leading effort to carry our concerns and those of many New Yorkers for clean water and other environmental protections directly to Washington.

Thank you for your attention to this important matter.

Sincerely,

RESOLUTION NO.: 168 - 2017

OF

JUNE 12, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF SAFE HARBORS OF THE HUDSON, INC. TO NEW YORK STATE HOMES AND COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL, NEW YORK STATE HOUSING TRUST FUND CORPORATION, FOR A NEW YORK MAIN STREET GRANT FOR THE RESTORATION OF SAFE HARBOR'S RITZ THEATER

WHEREAS, the New York Main Street Downtown Anchor Project is intended to help establish cultural anchors that are key to local downtown revitalization efforts through substantial interior and exterior building renovations; and

WHEREAS, Safe Harbors of the Hudson intends to apply for \$500,000 in grant funding under the New York Main Street Anchor Project to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, Safe Harbors is collaborating with the City of Newburgh and partnering organizations to identify concentrated and well-defined Main Street areas to leverage and maximize the impact of funding on the community;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2017 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Anchor Project to secure state funding for the Ritz Theater restoration.

RESOLUTION NO.: 169 - 2017

OF

JUNE 12, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF SAFE HARBORS OF THE HUDSON, INC. TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION FOR AN ENVIRONMENTAL PROTECTION FUND GRANT FOR THE RESTORATION OF SAFE HARBOR'S RITZ THEATER

WHEREAS, Safe Harbors of the Hudson, Inc. is applying to the New York State Office of Parks, Recreation and Historic Preservation (OPHP) for a grant under the Environmental Protection Fund for the restoration of Safe Harbors historic Ritz Theater, located in the City of Newburgh, New York, a site located within the territorial jurisdiction of this Council; and

WHEREAS, as a requirement under the rules of this program, Safe Harbors of the Hudson, Inc. must obtain the approval of the governing body of the municipality in which the project will be located;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Newburgh hereby does approve and endorse the application Safe Harbors of the Hudson, Inc. for a grant under the Environmental Protection Fund for the restoration of the historic Ritz Theater and located within this community.

RESOLUTION NO.: 170 - 2017

OF

JUNE 12, 2017

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 10, 2017
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 230 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD A NEW PARAGRAPH TO SECTION 230-9 REGARDING
RECIPROCAL PLUMBING LICENSING**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a Local Law amending Chapter 230 of the Code of Ordinances of the City of Newburgh to add a new paragraph to Section 230-9 regarding reciprocal plumbing licensing; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 10th day of July, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

0-17
LOCAL LAW NO.: _____ - 2017

OF

JULY 10, 2017

**A LOCAL LAW AMENDING CHAPTER 230, ARTICLE II
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO INCLUDE A NEW PARAGRAPH TO SECTION 230-9
REGARDING RECIPROCAL PLUMBING LICENSING**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 230, Article II of the Code of Ordinances of the City of Newburgh to Include a New Paragraph To Section 230-9 Regarding Reciprocal Plumbing Licensing."

SECTION 2 - PURPOSE AND INTENT

The City of Newburgh City Council, in order to properly protect the public health, safety and welfare of the residents of the City of Newburgh, hereby further regulates the licensing of plumbers.

The intent of this amendment is to empower the City of Newburgh Examining Board of Plumbers, in addition to its other powers and duties contained in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, to determine whether the qualifications for a master plumber's license as required by a city located outside of the City of Newburgh are comparable with the qualifications established in Article 4 of the New York State General City Law and Chapter 230 of the Code of Ordinances, and in the event that the qualifications are comparable, to enter into reciprocal licensing agreements with other cities.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add the following paragraph to Article II, Chapter 230, Section 230-9 to read as follows:

§230-9C.

Notwithstanding the requirements found contained in this Chapter, the City of Newburgh Examining Board of Plumbers ("Board") is hereby authorized to enter into reciprocal licensing agreements with other cities in which a holder in good standing of a current master plumber's license in one city shall be allowed to perform work in the other city. Such agreements shall be executed only upon a review by the Board of the examination standards of the other city and a determination that those standards meet or exceed the standards required by this Chapter and

any additional standards adopted by the Board. The licensee shall be responsible for the payment of the license fees in each jurisdiction.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law and shall be effective when it is filed in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

DRAFT

RESOLUTION NO.: 171 - 2017

OF

JUNE 12, 2017

A RESOLUTION APPOINTING MEMBERS
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to re-appoint members and to appoint new members to fill vacancies now existing on the Human Rights Commission to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Members of the City of Newburgh Human Rights Commission for a three (3) year terms commencing on this date, June 12, 2017 and expiring on June 11, 2020 pursuant to Chapter 51 of the City Code:

Ramona L. Burton
Karen Mejia
Malinda Ware

11-17

To: City Council of Newburgh, NY
From: Ramona Burton, Chairman
City of Newburgh Human Rights Commission
Date: April 12, 2017
Re: Appointment of Malinda Ware to City of Newburgh Human Rights Commission

Background

On January 14, 1991, the City Council of Newburgh established the Human Rights Commission pursuant to the authority contained by Ordinance No. 3-91. On December 12, 2012 by Ord. No. 3-11-2012, it was amended in its entirety. A Commission on Human Rights was established pursuant to the authority contained in Article 12-D of the General Municipal Law.

On October 6 2005, the Human Rights Law was expanded to become the only human rights law in New York State to prohibit discrimination in both employment and housing against victims of domestic violence, sexual abuse and stalking. On June 4, 2007 the law was further expanded to provide for monetary damages in cases where there is a pattern and practice of discrimination; the award of punitive damages in all cases where the discrimination has been willful or wanton or malicious; and the assessment of civil fines and penalties in housing cases.

To protect the rights and privileges of all it's inhabitants, the City Council passed the Human Rights Law. This law encompasses discrimination based on race, color, religion, ethnicity, creed, age, familial status, gender, marital status, sexual orientation and disability, in the practices of employment, in places of public accommodation, housing and the approval of credit.

Human Rights Commission Chairmen and Members

The City of Newburgh Human Rights Commission is currently made up of 4 members of the Newburgh community. The Commission shall consist of seven members appointed by the City Council, three of those shall be appointed to serve a term of one year, two for a term of two years, and two for a term of three years; and at the expiration of such term, the terms of their successors shall be three years.

In January 2017, City of Newburgh Human Rights Commissioners unanimously elected, Ramona Burton, Chairmen, who will serve for a period of no longer than three years. Currently, the Human Rights Committee members are:

Ramona Burton, Chairman
Dr. Benilda Jones
Karen Mejia
Dextro Tiller

We are seeking to pull together members of the Human Rights Commission representing a broad spectrum of our diverse city and bring before the City Council an exceptional candidate to serve a term of two years. Malinda Ware is an exemplary candidate. As a professional, Malinda has demonstrated abilities to plan, develop and implement events and projects; drive community engagement practices; and bring community members together. Along with knowledge of community resources; budget and fiscal management; and community building and collaboration, she possesses noteworthy skills/characteristics including integrity, meticulous attention to detail, flexibility, responsiveness, commitment, and passion, which further enhances an appropriate and straightforward transition to serve on the City of Human Rights Commission. Without hesitation, the City of Human Rights Commission highly recommends her for this highly significant work.

General Duties

The City of Newburgh Human Rights Commission is granted the following powers:

- To foster mutual respect and understanding among all racial, religious and nationality groups in the community.
- To make such studies in any field of human relationship in the community as in its judgment will aid in effectuating its general purpose.
- To inquire into incidents of tension and conflict among or between various racial, religious and nationality groups and to take such action as may be designed to alleviate such tension and conflict.
- To conduct and recommend such educational programs, as, in its judgment, will increase good will among inhabitants of the City and open any opportunities into all phases of City life for all inhabitants.
- To report complaints to the Division of Human Rights alleging unlawful discriminatory practices under Article 15 of the Executive Law.
- To receive, accept, use and expend public grants and private gifts, donations or bequests and other payments, goods and services, notwithstanding any other provision of law.

The City of Newburgh Human Rights Commission does not have the legal power to investigate complaints, conciliate or mediate cases.

General Obligations

The City of Newburgh Human Rights Commission shall discharge the following obligations:

- To receive complaints of alleged discrimination because of age, sex, disability, marital status, race, creed, color or national origin; seek the active assistance of the State Division of Human Rights in the solution of complaints which fall within the jurisdiction of the Division, and prepare its own plans in the case of other complaints with a view to reducing and eliminating such alleged discrimination through the process of conference, conciliation and persuasion.
- To hold conferences and other public meetings in the interest of the constructive resolution of racial, religious and nationality group tensions and the prejudice and discrimination occasioned thereby.
- To issue such publications and reports of investigation as in its judgment will tend to effectuate the purposes of Article 12-D of the General Municipal Law.
- To enlist the cooperation and participation of the various racial, religious and nationality groups, community organizations, industry and labor organizations, media or mass communication, fraternal or benevolent associations and other groups in an educational campaign devoted to fostering among the diverse groups of the community mutual esteem, justice and equity.
- To encourage and stimulate agencies under the jurisdiction of the City Council to take such action as will fulfill the purposes of Article 12-D of the General Municipal Law.
- To submit an annual report to the City Council.

Respectfully,

Ramona L Burton

Ramona Burton

RESOLUTION NO.: 172 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
FOR THE SUMMER OF 2017

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting a maximum of 8 individuals for employment opportunities in the Department of Public Works; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the Summer of 2017.

172-17

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about _____, 2017 and will terminate, under the Grant, on or before _____, 2017.

Best Resources will:

1. Provide up to eight (8) City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Michael G. Ciaravino
City Manager
Per Res. No.

RESOLUTION NO.: 173 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A STIPULATION OF AGREEMENT AND
APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

WHEREAS, the City of Newburgh and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO ("CSEA") are parties to a collective bargaining agreement which expired on December 31, 2016; and

WHEREAS, the City Manager and negotiators representing the City of Newburgh and CSEA have engaged in collective negotiations for a successor agreement pursuant to the requirements of the Taylor Law; and

WHEREAS, the City Council has reviewed the terms negotiated as set forth in the Stipulation of Agreement between the City of Newburgh and the CSEA, a copy of which is attached hereto, which sets forth the terms and conditions of employment for the term January 1, 2017 through December 31, 2021 and has consulted with the representatives of the City who have recommended that the City Council approve the negotiated changes and new collective bargaining agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the terms of the attached Stipulation of Agreement are ratified; and

BE IT FURTHER RESOLVED, that the City Manager is directed and authorized to enter into a complete collective bargaining agreement incorporating the terms of the Stipulation of Agreement into a complete collective bargaining agreement with the CSEA for the term January 1, 2017 through December 31, 2021.

RESOLUTION NO.: 174 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH CHAZ ZACHARY IN THE AMOUNT OF \$7,000.00

WHEREAS, Chaz Zachary brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand and 00/100 Dollars (\$7,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Chaz Zachary in the total amount of Seven Thousand and 00/100 Dollars (\$7,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 175 - 2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ALEXANDER ADAMS III IN THE AMOUNT OF \$6,000.00

WHEREAS, Alexander Adams III brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Alexander Adams III in the total amount of Six Thousand and 00/100 Dollars (\$6,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 176 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 364 WASHINGTON STREET (SECTION 34, BLOCK 3, LOT 39)
AT PRIVATE SALE TO JO ANN CLAYTON AND MARK CLAYTON

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, Jo Ann Clayton and Mark Clayton, the former owners of 364 Washington Street, being more accurately described as Section 34, Block 3, Lot 39 on the official tax map of the City of Newburgh, have requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owners to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 364 Washington Street, Section 34, Block 3, Lot 39, to Jo Ann Clayton and Mark Clayton be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of all past due tax liens, together with all interest and penalties accruing thereon in the amount of \$34,651.51, and all water, sewer and sanitation in the amount of \$955.49 are paid, in full, no later than June 30, 2017, or the amount of \$35,075.81 plus July water, sewer and sanitation, no later than July 31, 2017; and

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

RESOLUTION NO.: 177-2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE TAX FORECLOSURE OF
55 CARPENTER AVENUE (SECTION 29, BLOCK 2, LOT 6)

WHEREAS, the City of Newburgh has commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2014-8858; and

WHEREAS, property owner TDR Funding Corporation has advised that they would like to pay the delinquent taxes to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development 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 she is hereby authorized to withdraw the liens on the property located at 55 Carpenter Avenue (Section 29, Block 2, Lot 6), City of Newburgh, from the List of Delinquent Taxes, upon receipt of all past due tax liens, together with all interest and penalties accruing thereon in the amount of \$53,213.91, and all water, sewer and sanitation in the amount of \$3,542.09 are paid, in full, no later than June 30, 2017, or the amount of \$53,867.90 plus July water, sewer and sanitation, no later than July 31, 2017.

RESOLUTION NO.: 178-2017

OF

JUNE 12, 2017

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE TAX FORECLOSURE OF
57 CARPENTER AVENUE (SECTION 29, BLOCK 2, LOT 5)

WHEREAS, the City of Newburgh has commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2014-8858; and

WHEREAS, property owner TDR Funding Corporation has advised that they would like to pay the delinquent taxes to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development 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 she is hereby authorized to withdraw the liens on the property located at 57 Carpenter Avenue (Section 29, Block 2, Lot 5), City of Newburgh, from the List of Delinquent Taxes, upon receipt of all past due tax liens, together with all interest and penalties accruing thereon in the amount of \$80,988.17, and all water, sewer and sanitation in the amount of \$5,908.69 are paid, in full, no later than June 30, 2017, or the amount of \$81,977.77 plus July water, sewer and sanitation, no later than July 31, 2017.

NEW BUSINESS

Councilwoman Holmes remarked that the We Are Newburgh Book Bag Giveaway event is scheduled for the next agenda. She hopes the council will support the event by approving the necessary permits.

INTRODUCTION OF RESOLUTION #179-2017

Councilwoman Rayford introduced Resolution #179-2017 directing the City Manager to adhere to the City of Newburgh department structure and operations. She read the resolution in its entirety. She feels that this resolution, being in the best interest of all citizens of the City of Newburgh and all city employees, requires immediate action. She feels that there is no accountability because part of the council is not holding him to his responsibilities.

Councilwoman Abrams believed that the introduction of a resolution has to be discussed in a work session first.

Mayor Kennedy agreed with Abrams. She has not read or studied the resolution. She has only heard the words contained in it.

Rayford did not believe that to be true and asked for clarification from Corporation Counsel. In her belief, the matter at stake constitutes an emergency. She feels that this is the proper forum to introduce the legislation.

Michelle Kelson read Rule III(D) of the *City of Newburgh City Council Rules of Order and Procedure*. Since the resolution was not discussed beforehand and it did not appear on a written agenda, the council *could* consider it; but, a majority vote would be necessary. Theoretically, you need a majority vote to consider the resolution first. If that vote was in the affirmative, then the resolution, itself, could be voted on.

Councilwoman Mejia stated that her main concern with it is the public has not had a chance to comment on it. If we could have waited until the next work session for it, then perhaps she would be in favor of it.

VOTE TO PUT RESOLUTION #179-2017 ON THE NEXT AGENDA

Councilwoman Holmes moved and Councilwoman Rayford seconded that the resolution be put on the next agenda.

Noes-Councilwoman Abrams, Councilwoman Mejia, Mayor Kennedy-3

Abstain- Councilwoman Angelo-1

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

The resolution was defeated, and thus consideration to put it on the next agenda failed.

In a break from point of order, the council permitted Keeno to speak his comments during this portion of the meeting.

Keeno stated that he has heard a lot of hot button topics tonight. The Letters of Reprimand that Harvey has mentioned is a great idea. Keeno sees a lot of passion in most of the council members. There is nothing wrong with reprimanding an employee. He has nothing against the City Manager, but at the end of the day he was hired to do a specific job. If the council does not feel as though the job is being performed adequately then there needs to be a form letter addressing the inadequacy. He commented that if you know that you are doing a good job then there should not be a problem with the notion of a form letter of reprimand. He feels that it is a fair way to keep track of, and ensure that people are being held accountable for what they are doing or what they are not doing.

There was no other new business to discuss.

OLD BUSINESS

Mayor Kennedy pointed out that since it is already 10:45 P.M., and in the interest of time, she suggested that all of the old business discussion be postponed and put on the next meeting agenda.

The council agreed with the Mayor's suggestion, and so this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams stated that an 8-week jazz series entitled *Jazz 101* will be held at 11 Spring Street on Thursday evenings. The series will look into the history and involvement of jazz. It is a free event and it is taught by Jen Young of the Jazz at Lincoln Center program. Spring Street is an ideal location, as it is a small block located off of Liberty Street. You can start off your evening by first having dinner at one of our great restaurants on Liberty Street, and then walking (fifty) 50-ft. over to the jazz class. She hopes to see everyone there.

Councilwoman Angelo remarked that the street sweeper is out and George Garrison and his department are doing a wonderful job. The streets are looking great, but, she is concerned about the sidewalk weeds on Washington Street. They are getting too high and she is afraid that a child will get bit by a tick and contract Lyme Disease if they play around the weeded area.

Councilman Harvey thanked Keeno for the powerful and profound statements about the Letters of Reprimand. Harvey pointed out that it is nothing personal with any of the department heads, and he has a personal rapport with all of them. At the end of the day it is business and we really want to move the city forward and revitalize it. As far as the new budget is concerned, he is pushing hard for road repaving. Whether it is in the budget or not, we still have to get it done. These are the issues his constituents bring up to him, and he has a fiduciary responsibility to the people. He was elected to be a voice for the people. Next, he stated that he has been in communication with the men at 100 Men From Newburgh. The group wants to bring NFL player Brandon Marshall and his brother Fred Marshall to Newburgh. The brothers want to speak to young people about success, entrepreneurship and education. We are trying to facilitate this event in one of our city buildings scheduled for July 29, 2017. He encouraged anyone who wants to help out with that to contact him.

Councilwoman Holmes stated that she has reached out to Senator Larkin and Assemblyman Skartados to see what can be done as far as Newburgh being the dumping ground. We are the dumping ground for the water and the sex offenders, and something needs to be done. One of her constituents showed Holmes an email that was sent to her teenage son. The email was disturbing and appalling in nature. She is not going to stop fighting, and she will continue going to the offices of Larkin, Skartados and Maloney. Next, she announced that there will be a June Jamboree on June 20, 2017 from 2 P.M.- 6 P.M. The event will be held at the Salvation Army located on Vanness Street. The event will occur rain or shine, and it will consist of a free barbecue, games and other activities. Last, she agreed with her colleagues that they have to do something about paving the city's streets. She feels that we have to put something in the budget and stop solely blaming the departments for these things.

Councilwoman Mejia reminded everyone that the street dedication in memory of Pastor Brock will be held on June 22, 2017 at Noon. It will be held on the corner of South Street and Liberty Street. Also she is going to bring in a map that was created for paving where you can see all of the streets that have been paved in the last decade. She pointed out that the map depicts a void in Ward 1. This is not coming out of the blue, as it is one of the topics that the council constantly mentions. She pointed out that the map clearly shows which streets have been paved. She has the expectation that she will receive the council's support on the matter.

Councilwoman Rayford stated that for those persons who don't know who she is, she is an Ordained Minister. She stated that God uses her in a number of ways, and she does not take the Gospel lightly. She let the community know that she loves everybody. She pointed out that our city is in a state of despair, whereas our young people are dying before the elderly. We need a Police Chief, not an *Acting* Police Chief. We also need a Fire Chief, a person in Codes, and even a City Manager; as, he is on contract on a month-to-month basis. She remarked that some of the seats of office are up for the three people that he pleases, and she wants to inform the community of what she feels is really taking place. Next, she spoke about comments regarding the *Conflict of Church and State* regarding the city's provision of resources for the street dedication. She pointed out that Pastor Brock was not a church, she was a *Human Being*-a person who paved the way and did a lot of things for our community. Let's find some money to support that occasion. The dedication is on June 22, 2017 at Noon. It is on the same evening as Newburgh Free Academy's graduation ceremony. She congratulated the Class of 2017, and she urged them to keep moving forward, as education is the key to success. She thanked everyone for staying tonight because we all need to hear from one another. Rayford stated that she will continue to listen to what you have to say, and she will try her best to help move our city forward. She encouraged everyone to keep praying. She concluded her remarks with the Biblical verse II Chronicles 7:14.

Mayor Kennedy commented that she believes in accountability for all of our Government Officials, including everyone who works at City Hall. We have to pay particular attention to communication because so many things go awry because either phone calls or emails don't get answered in a timely manner. She stated that the primary responsibility of this council is fiduciary in nature. It is the managing of the City's money, and it is up to this council to find funds and decide which way we spend them. We can't expect miracles from any of our department heads unless we provide them with the money to be able to do it. The budget process is painful. She hates having to make these tough choices because our city is between "a rock and a hard place." She concluded her remarks by stating that she is not going to let the Auxiliary Police issue go by the wayside. We will be holding individual meetings, we will phone everybody, and we will do whatever it takes to expedite and resolve the issue.

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

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 11:10 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**