



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
June 8, 2017
6:00 PM

Council Meeting Presentations

1. Certificates of Appreciation to the Newburgh Free Academy Security Guards
(Councilwoman Rayford & City Council)

*Certificados de Apreciación a los Guardias de Seguridad de Newburgh
Free Academy. (Concejal Rayford y Concejo Municipal)*

Work Session Presentations

2. A Presentation will be given by Ramona Burton, Chair of the City of Newburgh
Human Rights Commission
Ramona Burton Chair of the City of Newburgh Human Rights Commission

*La Presidenta de la Comisión de Derechos Humanos, Ramona Burton
dará una presentación.*

Engineering/Ingeniería

3. Resolution Authorizing a Master Agreement with NYSDOT for Replacement
of the Walsh Road Bridge

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 (BIN# 2223620) (Jason Morris)

*Una resolución autorizando al Gerente de la Ciudad para ejecutar un
Acuerdo Maestro de Ayuda-Federal para Proyectos Locales con el
Departamento de Transportación del Estado de Nueva York para financiar
los costos al 100% en la primera ocasión de la Ayuda-Federal y Ayuda-
No-Federal para el diseño y construcción y el reemplazo del Puente de
"Road Walsh" (BIN#2223620) (Jason Morris)*

4. Downing Park Shelter House Sewer Lateral Replacement

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. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato con TAM Enterprises, Inc. Para reemplazar el alcantarillado lateral de la Casa de Refugio del Parque Downing por el monto de \$20,750.00. (Jason Morris)

5. Asbestos Air Monitoring Proposal with QUEST for Demolition at 117 Moores Hill Road

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. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "Quality Environmental Solutions & Technologies, Inc." Por el monto de \$4,830.00 para el manejo de reducción de asbestos y servicios de monitoreo de aire para la demolición de la vivienda ubicada en 117 de Moores Hill Road. (Jason Morris)

6. Award of Bid to Dan's Hauling & Demo, Inc. for the Demolition of 117 Moores Hill Road

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 \$8.00 per square foot for the demolition of the house located at 117 Moores Hill Road. (Jason Morris)

Una resolución autorizando la otorgación de una licitación y ejecución de un contrato con Dan's Hauling & Demo, Inc. Por un monto de \$32,900.00 y una licitación con precio alternativo de \$8.00 por pie cuadrado para la demolición de la vivienda ubicada en la 117 de "Moores Hill Road". (Jason Morris)

Finance/Finanza

7. Fireworks - Contract Award

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. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un con trato con "Fireworks Extravaganza" para la Celebración del 4 de julio de la Ciudad de Newburgh por el monto de \$10,000.00. (Katie Mack)

8. Recreation - Parking Funds

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. (Katie Mack)

Una resolución enmendando Resolución No. 262-2015 autorizando los gastos de honorarios colectados bajo el acuerdo de licenciatura del lote de estacionamiento de Delano-Hitch con el Centro de Unidad de la Armoria de Newburgh, Inc. Por el departamento de Recreación de la Ciudad. (Katie Mack)

Una resolución enmendando Resolución No. 262-2015 Autorizando los gastos de honorarios colectados bajo el acuerdo de licenciatura del lote de estacionamiento de Delano-Hitch con el "Newburgh Armory Unity Center, Inc." Por el Departamento de Recreación.

9. Financial Advisory Services Agreement

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 (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con Capital Markets Advisors LLC para proporcionar servicios profesionales a la Ciudad de Newburgh con relación a la emisión de bonos nuevos, notas de bonos anticipados, notas de impuestos anticipados, notas de déficit y notas de presupuesto. (Katie Mack)

10. Resolution Accepting Donations for Annual Back to School Event

Resolution authorizing the City Manager to accept donations in support of the City of Newburgh's Back to School Party in the Park event (Katie Mack & Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo al evento en el Parque de Festividades de la Ciudad de Newburgh de Regreso a la Escuela. (Katie Mack y Michelle Kelson)

11. A Resolution Approving the 2017 Camera Expansion Project

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 (Katie Mack & Lt. in charge Cortez)

Una resolución aceptando una propuesta y autorizando la ejecución de un contrato con "Commercial Instruments & Alarm Systems, Inc." Por el monto de \$193,001.06 para el proyecto de Expansión de Cámaras en la Calle. (Katie Mack y Teniente en Cargo Cortez)

12. Amend 2017 Personnnel Book to add temporary positions in Parks and Sanitation

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 (Katie Mack)

Una resolución enmendando el libro de Análisis del Personal del 2017 para agregar dos puestos de temporada en la división de Parques y tres puestos temporales en la división del Departamento de Obras Públicas. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

13. Authorizing the Execution of a Release of Restrictive Covenants for 246 First Street

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) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Liban Adde a las localidades conocidas como la 246 de la Calle First (Sección 22, Bloque 5, Lote 26) (Michelle Kelson)

14. Extension of time to close on 266 Carpenter Avenue

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. (Michelle Kelson)

Una resolución autorizando la extensión de tiempo para cerrar en el título de propiedad ubicada en la 266 de la Avenida Carpenter (Sección 7, Bloque 7, Lote 42) vendido en una venta privada a Suzanne Timmer. (Michelle Kelson)

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

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) (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Coleman Briggs por las instalaciones ubicadas en la 520 de la Calle Liberty (Sección 4, Bloque 10, Lote 30) (Deirdre Glenn)

16. Access to Old Town Cemetery for Stabilization of Weigants Tavern

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. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con Thomas Burwell Dodd d/b/a RIPRAP LLC para permitir acceso al Cementerio del Pueblo Antiguo con el propósito de rehabilitar la propiedad adyacente conocida como la 326 de la Calle Liberty, Sección 12, Bloque 1, Lote 14. (Deirdre Glenn)

17. Design of the Rev. Dr. Martin Luther King Memorial

Update by Deirdre Glenn

Actualización por Deirdre Glenn

18. Completing the Environmental Review of the Skate Board Project

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. (Deirdre Glenn)

Una resolución por el Concejo Municipal de la Ciudad de Newburgh completando la revisión bajo el Acto de Revisión de Calidad del Medio Ambiente del Estado de Nueva York y el Acta de Póliza del Medio Ambiente Nacional de 1969 para la construcción de un parque de patinaje dentro del Parque de recreación Delano-Hitch. (Deirdre Glenn)

19. Purchase of 70 Townsend Avenue

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 70 de la Avenida Townsend (Sección 16, Bloque 13, Lote 1) en una venta privada a Samuel Soto por la cantidad de \$4,200.00. (Deirdre Glenn)

20. NYSERDA Streamlined Permitting Grant for EV Charging Stations

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. (Deirdre Glenn)

Una resolución para solicitar y aceptar si es otorgada una subvención del Estado de Nueva York de Investigación de Energía y Autoridad de Desarrollo por el monto de \$2,500.00 para proporcionar equipo de electricidad.

21. Purchase of 101 Benkard Avenue

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 101 de la Avenida Benkard (Sección 44, Bloque 3, Lote 8) en una venta privada a Rene Gonzalez Orta por la cantidad de \$45,500.00. (Deirdre Glenn)

22. Purchase of 9 Carson Avenue

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 9 de la Avenida Carson (Sección 46, Bloque 5, Lote 21) en una venta privada a John LaGrutta por la cantidad de \$1,200.00. (Deirdre Glenn)

23. Purchase of 31 Clark Street, 180 Ann Street (Rear) and 12 Clark Street

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 31 de la Calle Clark (Sección 36, Bloque 5, Lote 17) 12 de la Calle Clark (Sección 36, Bloque 1, Lote 10) y la 180 de la Calle Ann parte trasera (Sección 36, Bloque 1, Lote 12.2) en una venta privada a Bisessar Alvin Moonesar por la cantidad de \$5,400.00. (Deirdre Glenn)

24. Purchase of 193 N. Miller Street, 195 N. Miller Street, 197 N. Miller Street and 194 Dubois Street

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 193 de la Calle North Miller (Sección 11, Bloque 1, Lote 15) 195 de la Calle North Miller (Sección 11, Bloque 1, Lote 14) 197 de la Calle North Miller (Sección 11, Bloque 1, Lote 13) y la 194 de la Calle Dubois (Sección 11, Bloque 1, Lote 27) en una venta privada a Michael Robinson por la cantidad de \$19,660.00. (Deirdre Glenn)

25. Purchase of 382 Liberty Street

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. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 382 de la Calle Liberty (Sección 10, Bloque 1, Lote 37) en una venta privada a Alejandro Perez por la cantidad de \$6,810.00. (Deirdre Glenn)

Police Department

26. MOU with DCJS for Hudson Valley Regional Crime Analysis Center

Resolution to enter into a memorandum of understanding with the New York State Division of Criminal Justice Services to establish a Hudson Valley Regional Crime Analysis Center. (Michelle Kelson & Lt in Charge Cortez)

Una resolución para entrar en un memorándum de entendimiento con los servicios de la División de Justicia Criminal del Estado de Nueva York para establecer un Centro de Análisis de Crimen Regional en el Hudson Valley. (Michelle Kelson y Teniente en Cargo Cortez)

Resolutions of Support/ Resoluciones de Apoyo

27. Support for State legislation to establish Tanker-Avoidance Zones in the Hudson River

Resolution of the City Council of the City of Newburgh supporting proposed State legislation to establish Tanker-Avoidance zones in the Hudson River. (Michelle Kelson)

Una resolución del Consejo Municipal de la Ciudad de Newburgh en apoyo a la legislación Estatal propuesta para establecer zonas para evitar tanques en el Rio Hudson (Michelle Kelson)

28. Support of Hudson River Sloop Clearwater's Sail to Washington, DC

Resolution of the City Council of the City of Newburgh in support of the Hudson River Sloop Clearwater's Sail to Washington, DC to maintain clean water and other environmental protections. (Michelle Kelson)

Una resolución del Consejo Municipal de la Ciudad de Newburgh en apoyo al "Hudson River Sloop Clearwater's Sail to Washington, DC" para mantener el agua pura y otras protecciones del medio ambiente. (Michelle Kelson)

29. Safe Harbors 2017 CFA for Main Street Grant for the Ritz Theater

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. (Michelle Kelson)

Una resolución del Consejo Municipal de la Ciudad de Newburgh en apoyo a la solicitud de financiamiento consolidado del 2017 de Safe Harbors of the Hudson, Inc. A Hogares del Estado de Nueva York y Renovación Comunitaria, la Oficina de Renovación Comunitaria, la Corporación de Financiamiento de Viviendas del Estado de Nueva York para una subvención de "New York Main Street" para la restauración del

Teatro Ritz de Safe Harbors (Michelle Kelson)

30. Support for Safe Harbors 2017 CFA for an Environmental Protection Fund Grant for the Ritz Theater

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. (Michelle Kelson)

Local Laws/Leys Locales

31. Local Law amending Chapter 230 of the Code of Ordinances regarding Reciprocal Plumbing Licensing

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. (Michelle Kelson)

Una resolución programando una Audiencia Pública para el 10 de Julio de 2017 para escuchar los comentarios públicos los cuales conciernen a la ley publica enmendando el Capítulo 230 del Código de Ordenanzas de la Ciudad para agregar un párrafo nuevo a la sección 230-9 con respecto a la licenciatura reciproca de plomeros. (Michelle Kelson)

Discussion Items/Temas de Discusión

32. Electronic and Telephonic Communications Policy
(Michelle Kelson)

Póliza de Comunicaciones telefónicas y electrónicas. (Michelle Kelson)

33. Mid Broadway Project -
(Councilman Harvey)

Proyecto Mid Broadway (Concejal Harvey)

34. Education Expenses
Education expenses for Water Superintendent (Councilwoman Holmes)

Gastos educacionales para el Superintendente del Agua. (Concejal Holmes)

35. Human Resource Update
Actualización de Recursos Humanos

36. Auxiliary Police Update
Actualización de Policía Auxiliar

37. Placing limitations on Parolees Entering the City relating to 44 Grand Street Homicide
(Councilwoman Holmes & Council Mejia)

Implementando limitaciones en la entrada de prisioneros libres bajo caución a la Ciudad en relación con la 44 de la Calle Grand. (Concejal Holmes y Concejal Mejia)

38. Update on Hiring Police Chief
(Councilwoman Rayford)

Actualización en la contratación de un Jefe de Policía. (Concejal Rayford)

39. Charter Review Committee for Strong Mayor form of Government
(Councilwoman Rayford)

Revisión de los estatutos para un gobierno con un alcalde con más poder. (Concejal Rayford)

40. Activity Center Fee Schedule
(Councilwoman Rayford)

Lista de tarifas del Centro de Actividades (Concejal Rayford)

41. Elements Council Would Like to See on the Consolidated Iron Site
(Mayor Kennedy)

*Elementos que el Concejo quisiera ver en el Sitio "Consolidated Iron"
(Alcaldesa Kennedy)*

42. Managing Agenda & Discussion Items
(Mayor Kennedy)

Administración de temas de la agenda y discusión. (Alcaldesa Kennedy)

43. Street Naming Honoring Reverend Frank Jones
(Councilman Harvey)

Nombramiento de Calle honorando al Reverendo Frank Jones (Concejal Harvey)

44. Workforce Development Grant
City Youth Ages 18-24 to work for DPW from Best Resource Center
(Councilwoman Holmes)

*Juventud de la Ciudad de edades de 18-24 para que trabajen para el Departamento de Obras Publicas del Centro de Mejores Recursos.
(Concejal Holmes)*

45. Water Refund Rebate
(Councilman Harvey)

46. Speeding on Dubois Street
(Councilwoman Rayford)

Executive Session/ Sesión Ejecutiva

47. Collective negotiations pursuant to Article 14 of the Civil Service Law

Negociaciones colectivas relacionadas al Artículo 14 de ley del Servicio Civil.

48. Proposed, pending or current litigation

Litigación propuesta, pendiente o actual.

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 its 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

Malinda Ware
9 McCord Drive
Newburgh, NY 12550
March 2, 2017

City of Newburgh
Human Rights Commission
83 Broadway
Newburgh, NY 12550

Dear Human Rights Commissioners,

I believe everyone has a right to an adequate standard of living, including food, clothing and housing. I also believe everyone has the right to be free from inhuman or degrading treatment, and a right to dignity.

Although it's rare today, I am a native of Newburgh (born and raised) who still resides in the City of Newburgh as a homeowner. It is my hope that the Newburgh Human Rights Commission will ensure that people have the opportunity to be free of prejudices and to ultimately become financially independent with sustainable economic growth in Newburgh. As a Commissioner, I will commit to assisting with the development and implementation of policies, procedures and regulations for basic human rights for all.

I have, and continue to serve the community by working closely with local organizations such as Loaves & Fishes, Boys & Girls Club of Newburgh, NAACP and Safe Harbors of the Hudson just to name a few. Currently, I'm building and expanding a startup event-consulting business by the name of Arrangements Concierges.

I have a Master's degree in Business Administration and for the last ten years, I have held positions where I've gained valuable knowledge of our diverse and complicated community. I'm confident that with my experience and intimate knowledge of Newburgh, I will be the best choice to make the necessary decisions to ensure fair and equitable treatment for all.

I am trustworthy and maintain a high level of confidentiality at all times. I have worked very hard to stay current to expand on my knowledge of all local issues while maintain and building valuable relations.

Sincerely,

Malinda Ware
Malinda Ware

Malinda Ware

EDUCATION

Mount Saint Mary College, Newburgh, NY 12550

Master of Business Administration – Dec 2008

Bachelor of Arts: Business Administration – May 2006

EMPLOYMENT

Health & Community Development Program Leader – Cornell Cooperative Extension Sullivan County

January 2017-Present

- Manages multiple programs - Family & Consumer Sciences, 4-H Youth Development and Food & Nutrition
- Provides informal educational opportunities enabling youth to become the leaders of tomorrow and communities to increase access to healthy foods, water, and safe opportunities for physical activity, which offers a different approach than traditional direct nutrition education.

Education & Outreach Specialist, MISN – Maternal-Infant Services Network, Inc., Newburgh, NY

January 2016-January 2017

- Provided reproductive health education for youth ages 10-21 in Orange and Sullivan Counties.
- Educated parents, caregivers, and other adults in the community to improve their knowledge and communications skills related to adolescent social-emotional development, reproductive health and positive youth development.
- Worked with youth serving organizations to ensure the effective implementation of evidence-based (EBPs) and positive youth development programs.
- Facilitated professional development training/workshops for parents, caregivers, school staff, health care workers and youth serving professionals related to reproductive health and positive youth development.
- Conducted community outreach to local agencies and disseminate health literature to youth in schools and community settings/events.
- Represented MISN on community youth health coalitions as assigned by Program Manager.

Founder/Curriculum Developer, Arrangement Concierges, Newburgh, NY

January 2009-Present

- Educate and develop co-curricular programs for schools, public agencies, and non-profit organizations in curricula and other educational resources with a focus in program improvement and new service learning opportunities
- Work closely with department heads to design, implement, and facilitate high quality lessons and professional development to educators, students, and youth-oriented workers
- Design interactive, hands on learning activities that include elements like role plays, community service learning, and civic engagement that aligned with NYS common core standards and key SEL domains (self-awareness, self-management, social awareness, relationship skills, and responsible decision making)
- Managed monthly budget reports.
- Partnered with following for past 5-7 years: Boys and Girls Club of Newburgh, Best Resources, Safe Harbors, SUNY Orange, City of Newburgh Recreation Center, Middletown at-risk youth groups, etc
- Managed all on-site fundraising events for corporations and non-profit organizations.

Program Coordinator, SUNY Center for Youth Development, Newburgh, NY

November 2013 -December 2014

- Coordinated college and career program services within the Enlarged City School District of Middletown and Newburgh
- Created and facilitated academic enrichment and college preparatory workshops along with supervised and trained support staff
- Established and maintained relationships key partners including school administrators, non-profit community organizations, and public agencies to improve student outcome in academic achievement and college acceptance
- Developed partnerships with college admissions and EOP/HEOP staff to advocate in support of student admittance
- Managed administrative duties for statistical tracking results including activity reports, monthly contacts, and spending logs

Program Director, Boys & Girls Club of Newburgh, Newburgh, NY

March 2010- August 2011

- Developed innovative program strategies to drive dramatic year-over-year growth.
- Launched, developed and executed Boys & Girls club initiatives (i.e. The After School (TAP) programs, building renovations and staff development).
- Manage twenty plus staff members (recruit, hire, supervise, train, and evaluate staff and volunteers).
- Manage three monthly/quarterly reports
- Plan, develop, implement and evaluate overall programs, services and activities to ensure they meet stated objectives, member needs and interests. Manage corporate accounts to ensure deliverables are met (i.e. the JC Penney roundup campaign).

PROFESSIONAL DEVELOPMENT

- Collaborative for Academic, Social, and Emotional Learning CASEL: Too Good for Violence K-8 Curriculum Certificate
- NYS Distance Learning School-Age Care Credential Preparation Training
- NYS Certificate: Cornell Cooperative Extension Advanced Youth Development Training

SKILL

- Event and Program Management
- Community Collaboration and Engagement
- Computer/Digital Literacy
- Microsoft Office Proficiency
- Great Oral/Written Communication Skills

RESOLUTION NO.: _____ - 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

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, this Resolution shall take effect immediately.

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.

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.

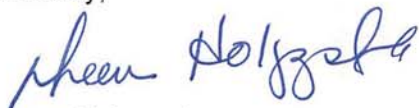
Enclosed for your records is a copy of the fully-approved Initial Project Proposal.

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



Department of
Transportation

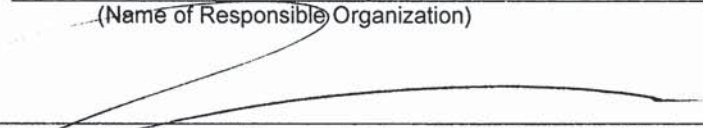
REGION 8 POUGHKEEPSIE



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: 
Michael G. Ciaravino, City Manager (Responsible Local Official) *Res. 38-2016

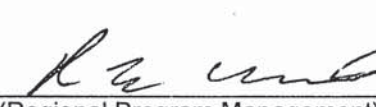
3/27/17
Date

38 - 2016

NYS DOT:

Recommended: 
(Regional Local Program Manager)

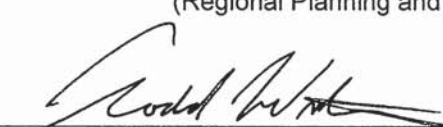
4/3/17
Date

Program:
Checked for SFY 18/17 by 
(Regional Program Management)

4/3/17
Date

Recommended: 
(Regional Planning and Program Manager)

4/3/17
Date

Approved: 
(Regional Director)

4/4/17
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	0.03mi	km				
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:

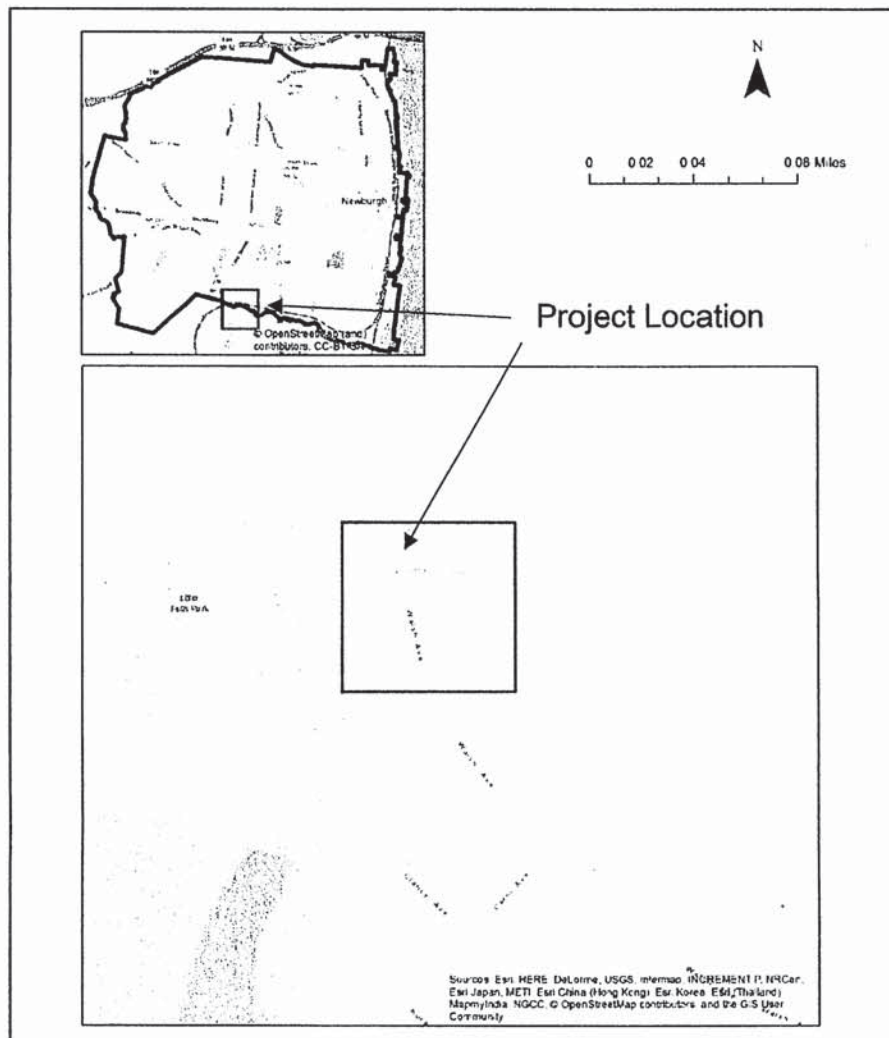
- Executing a project agreement with the NYSDOT.
- Procuring a consultant, if necessary.
- Preparing a project design report and construction contract documents.
- Acquiring any and all property required.
- Advertising for bids, conducting a bid opening, and awarding a construction contract.
- Providing 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

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)

[illegible]

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

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 additives. 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.

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.40

OSC Municipal Contract #: _____	Contract Start Date: <u> / / </u> (mm/dd/yyyy)	Contract End Date: <u>5/30/2027</u> (mm/dd/yyyy)	☐ Check, if date changed from the last Schedule A		
Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.					
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh Other Municipality/Sponsor (if applicable): _____ ☐ State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share ☐ Municipality: _____ % of Cost share					
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS					
Work Type: BR REPLACE		County (If different from Municipality): Orange County			
Marchiselli Eligible ☒ Yes ☐ No (Check, if Project Description has changed from last Schedule A): ☐ Project Description: BIN 2223620 Walsh Road/Quassaick Creek Bridge Replacement in the City of Newburgh					
Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
☐	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

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
.	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
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
8761.40.221	Current	STP	\$30,000.00	\$24,000.00	\$0.00	\$6,000.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 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: Doreen Holsopple
Phone No: 845-431-5977

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. Review & Circulate 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	
	NYS DOT	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 NYS DOT.	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.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (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.: _____ - 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 Proposal #
5/15/2017 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

Morris, Jason

From: Fillo, Ellen
Sent: Thursday, May 18, 2017 1:15 PM
To: Morris, Jason; Mack, Kathryn
Cc: Horton, William; Glenn, Deirdre; Church, Alexandra; Ciaravino, Michael; Diaz, Eliana; Fay, Naomi; Reilly, Helen; Calli, Anna; Miller, Tara
Subject: RE: Downing Park Shelter House - Sewer Lateral Replacement

Jason and Katie,

This project can be funded through the Community Development Block Grant (\$20,750.00):

2014

Created a new Activity: Downing Park Sewer Lateral Replacement

Activity Number: 563
Funded: \$14,657.55
KVS: CD1.8686.8065.2014

(Moved remaining In Rem Stabilization funds from 2014 to this new Activity.)

2015

Existing Activity: Sewers
Activity Number: 521
Funded: \$6,092.45
KVS: CD1.8686.8065.2015

Please let me know if you require any additional information.

Ellen

Ellen J. Fillo
Director of Community Development

City of Newburgh
City Hall – 83 Broadway
Newburgh, NY 12550
[\(845\) 569-7386](tel:8455697386)
efillo@cityofnewburgh-ny.gov



RESOLUTION NO.: _____ - 2014

OF

OCTOBER 27, 2014

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute

an agreement with Quality Environmental Solutions & Technologies, Inc. for third party asbestos monitoring in connection with the Roof Replacement Project at the Activity Center at a cost of \$500.00.

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	<u>\$ 200.00</u>
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

RESOLUTION NO.: _____ - 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 \$8.00 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 \$8.00 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 \$8.00 per square foot, for the Brown's Pond House ACM Demolition Project.

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, DEMO, 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 REM DEMOLITION 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: Rensselaer

)

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

This page has been intentionally left blank.

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

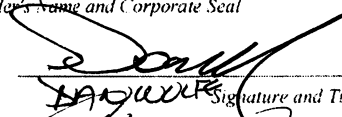
Penal Sum: Five Percent (5%) of the Total Amount Bid

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.

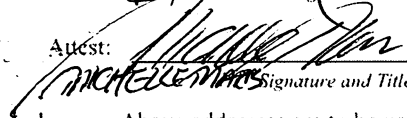
BIDDER:

Dan's Hauling & Demo, Inc.

Bidder's Name and Corporate Seal

By: 

Signature and Title PRESIDENT

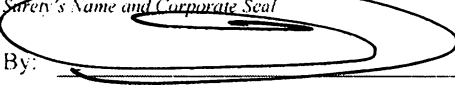
Attest: 

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,
Attorney-In-Fact

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

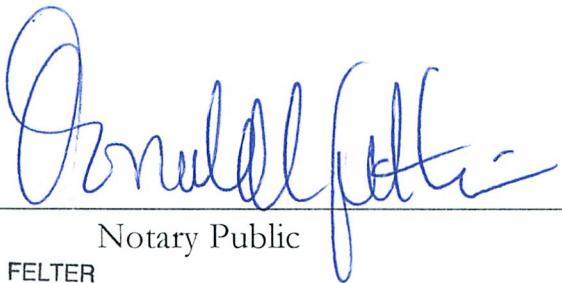
State of New Jersey

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.



Notary Public

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

Corporate Acknowledgement

STATE OF NY

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.



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) 257-7556
JOHN M. McDONALD ENGINEERING, 7 S. CHURCH ST. SHELTER, NY (518) 352-
AVANTIPROCESS TECHNOLOGIES, 1 HAMILTON ST. CLOVERVILLE, NY (518) 921-4486 1774

- 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 E. SENNOWER RD., LIVINGSTON, NJ 07039
MIT BANK, 327 GREAT OAKS BLVD., ALBANY, NY (518) 461-6042 (913) 994-313
ALBANY LANDFILL, 515 RAPP RD., ALBANY, NY (518) 869-3457

- 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: Maneasseh Burt PHONE: 315.661.3206 FAX: PROJECT NAME: Former J&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: Demoliton 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: Demoliton 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
HONEST WEIGHT FOOD COOP	Name: SAND RUBIN 624 DELAWARE AVE Address: ALBANY, NY 12205 Telephone: (518) 462-6471	Name: N/A Company: Telephone:	8/1/12	DEMOLITION	COMPLETE	\$117,680
EASTERN AVE REVITALIZATION	Name: METROPLEX DEVELOPMENT 433 STATE ST. Address: SCHENECTADY, NY 12305 Telephone: (518) 377-1109	Name: N/A Company: Telephone:	7/1/14	DEMOLITION	COMPLETE	\$159,995
CRUMITIE RD.	Name: ST. PIUS X PARISH 23 CRUMITIE RD. Address: LOUDONVILLE, NY 12211 Telephone: (518) 462-1336	Name: N/A Company: Telephone:	1/19/12	DEMOLITION	COMPLETE	\$216,000
DORMITORIES	Name: SKIDMORE COLLEGE 515 N. BROADWAY Address: SARATOGA SPRINGS, NY 12804 Telephone: (518) 580-6000	Name: N/A Company: Telephone:	5/28/13	DEMOLITION	COMPLETE	\$175,382
RTE. 96 BUILDING DEMOLITION	Name: TOWN OF HYDE PARK 4383 ALBANY POST RD Address: HYDE PARK, NY 12538 Telephone: (518) 729-5111	Name: N/A Company: Telephone:	6/1/16	DEMOLITION	COMPLETE	\$46,820
DEMOLITION OF T-SHIRT FACTORY	Name: VILLAGE OF GREENWICH 60 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 FALLS 24 MAIN ST. Address: HOOSICK FALLS, NY 12090 Telephone: (518) 686-7072	Name: N/A Company: Telephone:	6/1/16	DEMOLITION	COMPLETE	\$129,000

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

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 HARBOUR APARTMENTS	Name: ALBANY HOUSING AUTHORITY Address: 206 S. PEARL ST. ALBANY, NY 12202 Telephone: (518) 641-7500	Name: N/A Company: N/A Telephone:	5/1/14	DEMOLITION	COMPLETE	\$810,504
PARK SOUTH	Name: PBL CONSTRUCTION Address: 302 WASHINGTON AVE. ALBANY, NY 12203 Telephone: (518) 452-8200	Name: N/A Company: N/A Telephone:	7/1/14	DEMOLITION	COMPLETE	\$881,952
SCHENECTADY HOUSES	Name: CAPITAL REGION LAND BANK Address: 433 STATE ST. SCHENECTADY, NY 12305 Telephone: (518) 377-1109	Name: N/A Company: N/A Telephone:	6/1/15	DEMOLITION	COMPLETE	\$379,470
SCHENECTADY HOUSES	Name: CAPITAL REGION LAND BANK Address: 433 STATE ST. SCHENECTADY, NY 12305 Telephone: (518) 377-1109	Name: N/A Company: N/A Telephone:	5/1/16	DEMOLITION	COMPLETE	\$736,400
BALLSTON SPA BUS GARAGE	Name: VERSEN CONSTRUCTION Address: 60 INDUSTRIAL DR. WATERFORD, NY 12188 Telephone: (518) 233-0600	Name: N/A Company: N/A Telephone:	7/1/15	DEMOLITION	COMPLETE	\$347,967
IDA HARBOUR APARTMENTS	Name: NORSTAR BUILDING CORP Address: 733 BROADWAY ALBANY, NY 12207 Telephone: (518) 431-1051	Name: N/A Company: N/A Telephone:	3/1/13	DEMOLITION	COMPLETE	\$60,909
FOSTER REFRIGERATION	Name: PRECISION ENVIRONMENTAL Address: 831 N 467 BULK BALLSTON SPA, NY 12020 Telephone: (518) 885-4399	Name: N/A Company: N/A Telephone:	11/1/15	DEMOLITION	COMPLETE	\$127,885

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AFFIDAVIT - WORKER'S COMPENSATION

STATE OF

N.Y.

)

) SS:

County of

Renss.

)

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 31 day May, 2017

Affix Notary Seal or Stamp below.

Notary Public of

N.Y.

My commission expires:

10/2/18

[Signature]

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

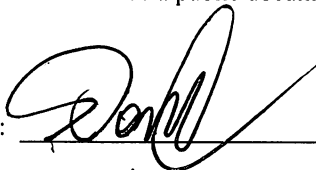
This page has been intentionally left blank.

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: _____

PRESIDENT

Date: _____

5/24/17

Company Name: _____

DAN'S HAULING & DEMO, INC.

This page has been intentionally left blank.

RESOLUTION NO.: _____ - 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.

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 <i>no later than 12:00 PM (local time) on 5/11/17:</i> 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: <u>Fireworks Extravaganza</u> Address: <u>174 Route 17 North</u> <u>Rochelle Park , NJ 12550</u> Phone: <u>800-765-2264</u> Fax: <u>206-202-1544</u> Cell phone: <u>914-652-8301</u> Email: <u>milissyn@fwextravaganza.com</u> Contact Person: <u>Michael Ilissyn</u>		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 _____ Date <u>5/4/17</u>	
2. Terms: Single Year Contract	3. F.O.B	4. Date(s) services can be made: July 2, 2017 , July 8, 2017	
Description		5. Unit Price	6. Amount
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 minimum 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.			
		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-ny.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 #W-016

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

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

174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

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.

PRINCIPPIA, 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 Princippia 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 Princippia, which concludes with a huge six inch shell. This opening presentation will last approximately one minute.

PRINCIPPIA

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
---	------------

Four inch shells:	18	shells
Five inch shells:	15	shells
Six inch shells:		

Total Principippia Shells	1,483	shells
----------------------------------	--------------	---------------

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
-------------------	-----	--------

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
-------------------------	-----	--------

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
-------------------------	----	--------

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, twirl, 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**

TOTAL PROGRAM SHELLS **4,301 shells**

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.

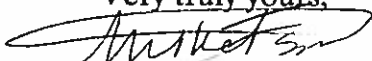
As you may be aware, ***Fireworks Extravaganza*** supplies custom fireworks displays to many communities in the Mid-Atlantic region. We produce and design hundred and hundred of displays per year. We are small enough to be able to offer close custom services and large enough to have the resources to 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.: _____ - 2017

OF

MAY 22, 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.: 248-2015

OF

SEPTEMBER 28, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE
RECREATION DEPARTMENTS TRAVELING SPORTS PROGRAM

WHEREAS, the City of Newburgh Recreation Department will be establishing a traveling sports program; and

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

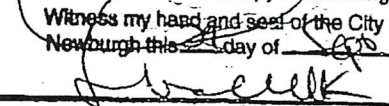
WHEREAS, the funds will be used to pay for tournaments for the travel teams which will make sure that everyone has an opportunity to play on these teams and compete against the highest level of competition; and

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 of the Recreation Department's traveling sports program.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 9/28/15
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 28 day of SEP 20 15


City Clerk

RESOLUTION NO.: _____ - 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

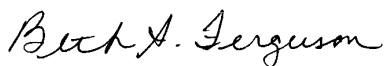
that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

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.: _____-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.

WE ARE
NEWBURGH

WE ARE
NEWBURGH

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:



CALL OUR OFFICE TODAY
845-440-5408
TOLL FREE: 866-965-2445



...and many more!

RESOLUTION NO.: _____ - 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.



Commercial Instruments & Alarm Systems, Inc.

2 Summit Court, Suite 306 • Fishkill • New York • 12524

"Tomorrow's Security Today"

COMMERCIAL INSTRUMENTS AND ALARM SYSTEMS, INC.

2 SUMMIT COURT, SUITE 306

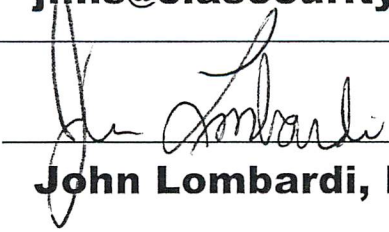
FISHKILL, NY 12524

Telephone: (845) 896-9500

Fax: (845) 896-8887

**STREET CAMERA EXPANSION
FOR THE CITY OF
NEWBURGH, NEW YORK
RFP #3.17**

PRESIDENT:	John Lombardi (845) 896-9500 Ext. 4050 johnl@ciasecurity.com
CONTACT:	Jim Starr
TELEPHONE:	518-210-7536
EMAIL:	jims@ciasecurity.com


John Lombardi, President

Page 1

U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING
Licenses: NY - 12000016988; CT - 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

SECURITY OPERATIONS CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

TABLE OF CONTENTS

Page 1:	Cover Letter
Page 2:	Table of Contents
Pages 3-4:	Business Information and Attachments ▪ About our Company ▪ System Design ▪ Capability ▪ Installation ▪ Service ▪ Five Diamond Certification ▪ Type of Ownership ▪ In Existence Since ▪ Size ▪ Business Approach ▪ Experience ▪ Project Principals
Page 5-6:	Experience and References
Page 7:	Fee Structure
Page 8:	Qualifications
Page 9:	Additional Information
Page 10:	Subcontractors
Page 11:	Conflict of Interest Statement
Page 12:	Cost Proposal
Page 13-23:	Bid: Street Camera Expansion for the City of Newburgh, NY
Page 24:	Non-Collusive Affidavit
Page 25:	Insurance
Page 26:	Business License
Pages 27-30:	City of Newburgh Pricing Matrix
Page 31:	City of Newburgh Wireless Surveillance System Upgrade

Technical Drawings

PROFILE OF COMMERCIAL INSTRUMENTS AND ALARM SYSTEMS, INC. (CIA SECURITY)

ABOUT OUR COMPANY:

Commercial Instruments and Alarm Systems, Inc. (CIA Security) was established in the Hudson Valley region in 1979 by its President John Lombardi. CIA Security is a certified alarm installation, maintenance and central station monitoring company and has built a reputation for developing and providing cost-effective, reliable, and trouble-free systems.

SYSTEM DESIGN:

CIA Security's team of system engineers are industry leaders in system design and comprehensive integrated systems installation. Our engineers are educated, experienced and knowledgeable in all state and local laws making your system design and installation code-compliant from the start. We engineer individual and integrated systems for residential, commercial, municipal, government and military clients. Our engineers will design and plan a turnkey solution for all of your current needs with built-in growth and expansion potential.

We are an authorized distributor for numerous brands of equipment.

CAPABILITY:

We design, install, service and monitor all types of systems from basic home security systems to complex computerized fire alarm, enterprise level video surveillance systems, integrated access and security systems designed for commercial, industrial and military use.

INSTALLATION:

Our installers average over ten years of experience and are professionally accredited with the National Burglar & Fire Alarm Association. Training is provided on an ongoing basis so we can provide our client's with cutting edge technology.

SERVICE:

Should service be required, we pride ourselves on same day/next day service and we offer Emergency Service for those requiring service after normal business hours. Our service technicians have a thorough knowledge of the systems installed by CIA and are able to troubleshoot problems efficiently. Our inspectors have a working knowledge of state and municipal requirements which directly impacts the inspection process for commercial and residential systems. During the inspection process, all devices are tested and, when necessary, cleaned to ensure each device is fully functional and operational.

FIVE DIAMOND CERTIFICATION:

CIA has also earned Five Diamond Certification from the Central Station Alarm Association, the highest certification that can be achieved in the alarm industry. This certification comes about when a monitoring station has proven to be committed to the professional development and standardization of training for all their operators, and the continual upgrade in the performance levels of the operators. There are less than one hundred companies in the country with this certification and we were the first in the Hudson Valley.

TYPE OF OWNERSHIP:

"S" Corporation

IN EXISTENCE SINCE:

1979

SIZE:

Fifty (50) Employees comprised of Thirty (30) Technical Support, Fifteen (15) Administrative, and Five (5) Sales.

BUSINESS APPROACH:

To provide high quality, cutting edge technology at a cost effective price.

EXPERIENCE:

A leader in the field of electronic security for 35 years.

PROJECT PRINCIPALS:

John Lombardi, President

Jim Starr, Account Executive

Armin Braun, Installation Manager

EXPERIENCES AND REFERENCES

JIM STARR – PROJECT DESIGNER

Jim Starr's new current position with CIA is Sales and Engineering.

In Jim's previous career, he designed small and large scale hardwired and wireless Video Surveillance Systems for security dealers throughout the Northeast Region of the United States. Jim designs and programs all of his systems with Ubiquiti Network products exclusively. He has become extremely familiar with the Ubiquiti product line and its capability.

Here is a sample of a few of the projects Jim Starr has done:

- Jim designed and programmed the 13 Camera wireless PTZ solution for the Amsterdam Housing Facility known as Woodrow Wilson.
- He also designed the Air-fiber bridge supporting near 40 cameras at Wyoming Conference School in Binghamton, NY, 2016.
- The wireless systems utilized to transmit video from up to five separate buildings at each location to one head end recorder at all six Caro-Vail Fertilizer Plants throughout the Northeast Region of the United States, 2015-2016.
- Jim designed and configured the wireless Network supporting Security Video at Chestnut Apartments in Cold Springs, NY, 2016.
- Jim has many other projects to include the Town of Clifton Park, NY Transfer Station, 2015.
- Hamlet Apartment Complex in Slingerlands, NY, 2015.
- Troy Salt, Troy, NY, 2016.
- Delsignore Contracting Main Facility, Clifton Park, NY, 2016. Empire Storage, Scotia, NY, 2016.

All of the above projects included point to multipoint solutions with multiple cameras and multiple bridges. Due to Jim's recent position at CIA Security, we can utilize his experience but cannot directly provide contact names because the projects were completed through other dealers throughout the Northeast.

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC.

Project 1:

Description:	Stewart International Airport – Access Control and Video Surveillance
Costs:	\$60K - \$80K
Size:	Over one hundred readers and cameras
Project Schedule:	2014
Date of Completion:	2014
Owners:	Port Authority of New York and New Jersey/Stewart International Airport
Reference & Phone Number:	Scott Sandhop (845) 838-8278

Project 2:

Description:	Health Quest (Vassar Brothers Medical Center, Northern Dutchess Hospital, Putnam Hospital)
Costs:	\$2 million +
Size:	Large Access Control and Video Surveillance Systems (700 cameras spread across 3 hospitals and off-premise buildings)
Project Schedule:	On-going
Owners:	Health Quest
Reference & Phone Number:	Jim Fortunato, Vice President-Safety & Hospitality (845) 483-6601

Project 3:

Description: Immediate Credit Recovery, Inc. -
Access Control, Video Surveillance and Burglary System
Costs: In excess of \$150,000.00
Size: 72 Readers and 92 Cameras
Project Schedule: 2016
Date of Completion: 2017
Owners: Immediate Credit Recovery, Inc.
Reference & Phone Number: Frank Tramontano, Vice President of Information Technology
(845) 298-0700 Ext. 2200

Project 4:

Description: MidHudson Regional Hospital of Westchester Medical -
Access Control, Video Surveillance, Fire Alarm & Panic Systems
Size: 60 cameras
Customer Since: Services have been performed over the last 20 years
Project Schedule: Ongoing
Owners: Westchester Medical Center
Reference & Phone Number: Anthony (Gunny) Abbott, Director of Security (845) 431-8131
Robert Capano, Facilities Manager (845) 483-5173

FEE STRUCTURE

Contract is a "not to exceed" bid. A 50 percent deposit is due when the contract is accepted, and the balance is due upon completion and sign-off of proposed work.

QUALIFICATIONS:

1. Statement indicating financial stability:

Commercial Instruments and Alarm Systems, Inc. has been in business for 35 years. It grosses \$6-7 million dollars annually. A Dunn and Bradstreet report is available. It is also OGS listed by the State of New York.

2. References demonstrating customer service excellence:

- a. Name, Address, Phone: Anthony Abbott
MidHudson Regional Hospital
241 North Road
Poughkeepsie, NY 12601
(914) 469-7027
- b. Name, Address, Phone: Jim Fortunato
Health Quest (Vassar Brothers Medical Center,
Putnam Hospital, Northern Dutchess Hospital)
28 Reade Place
Poughkeepsie, NY 12601
(845) 483-6601
- c. Name, Address, Phone: Scott Sandhop
Stewart International Airport
1180 First Street
New Windsor, NY 12553
(845) 838-8278

ADDITIONAL INFORMATION:

President, Account Executive, and Installation Manager Bios are available upon request.

SUBCONTRACTOR:

E. Owens Electric, Inc.
925 Route 6
Mahopac, NY 10541
Phone: 845-628-1208
Contact: Dan Owens

Extensive work on Telecommunications and Power Poles
Extensive work with Central Hudson

Incorporated in 1986

TAS Electronics
67 Whitesboro St.
Yorkville, NY 13495
Contact: Thomas Sheey
Phone: (315) 768-6190

Milestone Certified – Will be installing and programming the server

CONFLICT OF INTEREST STATEMENT

There are no known conflicts of interest.

COST PROPOSAL

Services Provided by the City of Newburgh:

- A. Tree Pruning maybe required on 1st Street near the intersection of Dubois St, and then on Liberty St near the intersections of 1st Street, Catherine Street, and Farnington St. This is not for certain. It is only a possibility.
- B. The City of Newburgh will be responsible for the connection of final power to the Central Hudson Electrical Grid. CIA and E. Owens Electric will provide the 5' Power leads hanging from Service Head on pole.
- C. City of Newburgh must provide CIA with Administrative Passwords for all equipment including the Milestone server that we need to interface with to complete this RFP.
- D. City of Newburgh must provide unticketed parking access to all Poles included in this RFP.
- E. City of Newburgh must provide access to Roof of Police Station for new equipment installation.



Commercial Instruments & Alarm Systems, Inc.

2 Summit Court, Suite 306 • Fishkill • New York • 12524

"Tomorrow's Security Today"

STREET CAMERA EXPANSION FOR THE CITY OF NEWBURGH, NEW YORK RFP #3.17

PROPOSAL SUBMITTED TO:

City of Newburgh

MAILING ADDRESS:

83 Broadway – 4th Floor
Newburgh, NY 12550

EMAIL:

kmack@cityofnewburgh-ny.gov

BUSINESS PHONE:

845-569-7360

JOB NAME/LOCATION:

City of Newburgh Street Cameras

ATTN:

Ms. Kathryn Mack, City Comptroller

DATE:

May 22, 2017

CONSULTANT:

Jim Starr

Thank you for the opportunity to submit our proposal for Street Camera Expansion for the City of Newburgh, NY RFP #3.17. The installation will include the following:

SCOPE OF WORK: CIA will assemble and configure the packages listed below for a Licensed Electrician to install as per bid specifications. The included spread sheets, street views and technical drawings have been engineered by CIA. Please refer to the street level imagery to determine the location in the spread sheet. The spread sheet will determine which package is installed at the specified location. Listed below are descriptions for the parts included in any given package. Please review the technical drawings for any installation questions. CIA reserves the right to change channel or frequency of specified Ubiquiti Wireless Radio equipment to ensure connectivity after the award of the bid when a Spectrum Analysis can be completed to mitigate any potential interference issues.

NOTES ON DESIGN:

The installation kits for the new telephone poles all include a Ubiquiti Tough switch. The Ubiquiti Tough switch is uniquely designed to support both 24vDC PoE to the wireless radio devices and 48vDC passive PoE Power to Video Surveillance cameras without the need for a midspan at Gigabit Speeds. The addition of this Environmentally hardened switch to the installation creates a far more robust and flexible solution then to use just the PoE Injectors with a patch cable. You will find your overall wireless system to be far more stable and responsive with the addition of these Ubiquiti Switches to help support the flow of data to and from your new Cameras. The existing wireless radio backbone has been configured and revised specifically from Ann Street back to the Police Station on the North and West communications paths. Jim Starr has provided drawings to represent the typical configuration of the individual pole design but reserves the right to alter channels and frequencies to obtain highest data throughputs without interference. The exact frequency and channels will be determined upon receipt of award when a Spectrum Analysis can be completed to determine the most advantageous band/channel to transmit the video surveillance data.

CIA has also selected Axis Environmental PTZ's for their performance, durability and low bandwidth requirements. Axis has it's own proprietary enhancement to the H.265 compression algorithm. This Compression Technology can reduce bandwidth by up to 50%. In a deployment such as the City of Newburgh a 50% reduction in bandwidth will play a vital roll in creating a more stable and responsive video experience. These Cameras also benefit from a 30 times optical zoom, 1080p image, 120db Wide Dynamic Range for Forensic Capture and a full Color image at a very low 0.25 Lux rating before it will switch over from day to night mode. This PTZ also offers Dynamic Video Stabilization. This will be required to keep the image from jittering when zoomed all the way in on a small detailed area of the street.

All products deployed for the City of Newburgh will be completely optimized by Jim Starr for best overall performance. Items such as digital Antenna Alignment, Channel Selection, Frequency Selection, will all be optimized for the Ubiquiti wireless back bone and the frame rate, image quality, bit rate and compression level will all be optimized for the Axis Pan Tilt Zoom Cameras. The City of Newburgh will receive a complete Excel Spread sheet that lists all of the above configurations in addition to the IP address scheme, product location, and login credentials.

CIA Security has included three Service Access Points to assist in programming, servicing and maintaining your new system. These Access Points will be encrypted and located at the far ends of the North, South and West legs of your new system. It will allow a technician to quickly locate and diagnose problems without having to climb poles or block traffic.

CIA Security will also stock one replacement Pan Tilt Zoom Axis PTZ for fast replacement in the event of a camera failure. This is included in this package.

PACKAGE: PTZ-1 TYPICAL CONFIGURATION

Axis P5635-E Mk II

- Continuous 360 Pan
- Excellent Light Sensitivity
- HDTV 1080p Imagery
- Focus Recall
- Axis Proprietary H.265 *Zipstream* compression
- 30x Zoom
- Environmental Dome

Axis T91L61 Pole Mount Adapter

- Pole Mount Adapter for Mounting Camera to Pole

Axis 5506-161 Smoke Bubble

- Smoked Bubble for concealing direction of PTZ lens inside housing

Axis T8133 PoE Injector

- Specific Power Supply for Pan Tilt Zoom Camera

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

Ubiquiti AM-5G17-90

- 90 Degree 17dbi Gain Antenna

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations

- Van Ness St. and Carpenter St.
- First St. and City Terrace

PACKAGE: PTZ-2 TYPICAL CONFIGURATION

Axis P5635-E Mk II

- Continuous 360 Pan
- Excellent Light Sensitivity
- HDTV 1080p Imagery
- Focus Recall
- Axis Proprietary H.265 *Zipstream* compression
- 30x Zoom
- Environmental Dome

Axis T91L61 Pole Mount Adapter

- Pole Mount Adapter for Mounting Camera to Pole

Axis 5506-161 Smoke Bubble

- Smoked Bubble for concealing direction of PTZ lens inside housing

Axis T8133 PoE Injector

- Specific Power Supply for Pan Tilt Zoom Camera

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations:

- First St. and Johnston St.
- Broadway and Lutheran St.
- Broadway and City Terrace
- Broadway and William St.
- Chambers St. and South St.
- Liberty St. and Clinton St.
- Courtney Ave. and S Lander St.

PACKAGE: PTZ-3 TYPICAL CONFIGURATION

Axis P5635-E Mk II

- Continuous 360 Pan
- Excellent Light Sensitivity
- HDTV 1080p Imagery
- Focus Recall
- Axis Proprietary H.265 Zipstream compression
- 30x Zoom
- Environmental Dome

Axis T91L61 Pole Mount Adapter

- Pole Mount Adapter for Mounting Camera to Pole

Axis 5506-161 Smoke Bubble

- Smoked Bubble for concealing direction of PTZ lens inside housing

Axis T8133 PoE Injector

- Specific Power Supply for Pan Tilt Zoom Camera

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

Ubiquiti AMO_5G10

- 360 Degree 10dbi Gain Antenna

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations:

- Van Ness St. and City Terrace

PACKAGE: PTZ-4 TYPICAL CONFIGURATION

Axis P5635-E Mk II

- Continuous 360 Pan
- Excellent Light Sensitivity
- HDTV 1080p Imagery
- Focus Recall
- Axis Proprietary H.265 Zipstream compression
- 30x Zoom
- Environmental Dome

Axis T91L61 Pole Mount Adapter

- Pole Mount Adapter for Mounting Camera to Pole

Axis 5506-161 Smoke Bubble

- Smoked Bubble for concealing direction of PTZ lens inside housing

Axis T8133 PoE Injector

- Specific Power Supply for Pan Tilt Zoom Camera

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti NSM5

- Up to 180Mbps
- Pass Through PoE
- 24vDC PoE
- 5Ghz

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations:

- Carter St. and Carpenter St.
- First St. and Carpenter St.
- First St. and Lutheran St.

PACKAGE: WIRELESS-1 TYPICAL CONFIGURATION

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

Ubiquiti AM-5G17-90

- 90 Degree 17dbi Gain Antenna

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations:

- Ann St. and William St.
- Liberty St. and South St.

PACKAGE: WIRELESS-2 TYPICAL CONFIGURATION

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations:

- Liberty St. and Ann St.
- Liberty St. and First St.

PACKAGE: WIRELESS-3 TYPICAL CONFIGURATION

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

Ubiquiti AM-5G17-90

- 90 Degree 17dbi Gain Antenna

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Installation Locations:

- Ann St.
- Renwick St. and S Lander St.

PACKAGE: WIRELESS-4 TYPICAL CONFIGURATION

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

AM-5AC22-45

- Sector PtMP Access Point
- 5GHz High power
- Airmax Software
- 45 Degree Working Range

Installation Locations:

- Police Building Roof Top

PACKAGE: WIRELESS-5 TYPICAL CONFIGURATION

Ubiquiti TS-8-Pro Network Switch

- 8 Port Passive PoE
- 24vDC and 48vDC Configurable PoE for wireless Deployments
- Tough Switch Environmentally Hardened Switch

Ubiquiti ETH-SP Ethernet Surge Suppression

- Ethernet Surge Suppression with pass through PoE

Pole Mount Right Angle Radio Mount

- Metal, right angle pole mount bracket to offset the radio from the pole.

Hana Wireless Enclosure HW-N14-IFS

- Metal Back Plate
- Built in 120vAC Outlet
- Composite Sealed Case
- Thermostatically Controlled Ventilation Fan

Ubiquiti Power Beam PBE-5AC-GEN2

- Improved Surge Suppression
- Integrated Radio Design
- Plug and Play Configuration
- High Power Beam Transmission
- Superior Processing Power

Ubiquiti RP-5AC-GEN2

- PtP or PtMP adaptation
- 5 Ghz High Power Radio
- Airmax Software
- 500+ Mbps
- 10/100/1000 Ethernet Ports

Ubiquiti AMO_5G10

- 360 Degree 10dbi Gain Antenna

Ultrablock 428

- 120vAC Outlet Surge Suppression/Resettable

Installation Locations :

- Van Ness St. and Lutheran St.

SERVICE/DIAGNOSTIC ACCESS POINTS:

Ubiquiti: UAP AC PRO

CIA will furnish and install and configure three (3) Ubiquiti UAP AC PRO wireless access points. These access points will assist in fast trouble shooting and repair of system should there be a break in service and a repair required. These access points will be installed at the far ends of the Northwest, Northeast and furthest Southern Part of the installation. These units offer the following:

- IEEE 802.11ac 867 Mbit/s wireless access point 2.4, 5ghz
- Internet High performance Antennas for Long Range Coverage
- Gigabit Ethernet Wired Connection with Ubiquiti 24v Passive Power Over Ethernet
- Small Compact Design for wall or ceiling deployment

Installation Locations:

- Liberty St and Clinton St.
- Carpenter St and Carter St.
- Courtney St. and South Lander St.

Milestone License:

CIA will remotely install and configure 13 new X Protect Milestone License with 3 year Service Contract by a Certified Milestone Technician. New Cameras will be added to the system and optimized for best performance over the wireless network.

INVESTMENT DATA

****Pricing guaranteed for 60 days****

PURCHASE PRICE: The above system can be purchased at a *not to exceed price* with a one-year guarantee on parts and labor, excluding acts of God and vandalism, for One Hundred and Ninety-Three Thousand and One Dollar and Six Cents (\$193,001.06). (Pricing based on prevailing rate wages.)

DEPOSIT: A 50 percent deposit is due when the contract is accepted, and the balance is due upon completion and sign-off of proposed work.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

ADMINISTRATIVE EMAIL ADDRESS:

By providing your email address, you give CIA Security the permission to send invoice alerts, as well as other administration notifications. In addition, we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

OPTIONS

Pricing for options is only valid during the installation of the base system. If option(s) is selected, all terms and conditions of the original Sales/Rental Agreement apply.

OPTION #1: ANNUAL MAINTENANCE COSTS:**CAMERA EXPANSION PROJECT ANNUAL MAINTENANCE:**

Camera expansion project annual maintenance on all installed equipment will be provided for \$2,400.00 per year. This includes two (2) semi-annual inspection and maintenance visits. This will not take effect until after the one year warranty on the installed equipment has expired.

ACCEPTED _____ (PLEASE INITIAL)

DECLINED DUE TO COST CONSIDERATION _____ (PLEASE INITIAL)

HEAD END ANNUAL MAINTENANCE:

Head end annual maintenance will be provided for \$450.00 per year. This includes two (2) semi-annual inspection and maintenance visits. This will not take effect until after the one year warranty on the installed equipment has expired.

ACCEPTED _____ (PLEASE INITIAL)

DECLINED DUE TO COST CONSIDERATION _____ (PLEASE INITIAL)

ACCEPTED BY:

AUTHORIZED SIGNATURE _____

PLEASE TYPE OR PRINT NAME _____

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of New York)
County of Dutchess) SS:

I, John Lombardi of the (Town, Village, City) of Fishkill in the County of Dutchess 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 Commercial Instruments & Alarm Systems Inc 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

(Name of Contractor)

Subscribed and sworn to: [Signature]
(Signature of Affiant above in **BLUE** Ink; type or print name/title below)

Name: John Lombardi Title: President

before me this 22nd day

of May, 2017

Randee Menger
Notary Public of

My commission expires: 11/17

AFFIX NOTARY SEAL OR STAMP IN THIS BOX

Randee Menger

Notary Public State Of New York

No. 01ME6066383

Qualified in Dutchess County

Commission Expires 11/17

THIS AFFIDAVIT MUST BE COMPLETED BY ALL PROPOSERS

INSURANCE

Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

- Workers Compensation - Statutory - Requirements met
- Automobile COI - \$1,000,000 aggregate and each occurrence - Requirements met
- General Liability COI - \$1,000,000 aggregate and each occurrence - Requirements met
- Disability COI - \$1,000,000 each occurrence - Requirements met
- Additionally, Safety Cone/Street COI will follow.

UNIQUE ID NUMBER 12000015988		State of New York Department of State		FOR OFFICE USE ONLY Control No. 93788	
DIVISION OF LICENSING SERVICES		EFFECTIVE DATE MO. DAY YR. 10 06 16		EXPIRATION DATE MO. DAY YR. 10 05 18	
PURSUANT TO THE PROVISIONS OF ARTICLE 60 OF THE GENERAL BUSINESS LAW AS IT RELATES TO THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS					
COMMERCIAL INSTRUMENTS & ALARM 2 SUMMIT COURT STE 306 FISHKILL, NY 12524					
HAS BEEN DULY LICENSED TO ENGAGE IN THE BUSINESS OF INSTALLING, SERVICING, OR MAINTAINING SECURITY OR FIRE ALARM SYSTEMS					
QUALIFIER: LOMBARDI JOHN M				ROSSANA ROSADO SECRETARY OF STATE	
In Witness Whereof, The Department of State has caused its official seal to be hereunto affixed					
DOS-1098 (Rev. 3/01)					

City of Newburgh Pricing Matrix

PTZ-1 Typical Configuration

Part Number	Description	Pieces	Total
P5635-E-MKII	PTZ Camera	1	\$2,550.00
T91L61	PTZ Pole/Wall Mount	1	\$127.50
5506-151	Smoked Bubble	1	\$63.00
TS-8-PRO	Tough Switch	1	\$388.50
T8133	Axis PoE Injector	1	\$102.00
ETH-SP	Ethernet Surge	6	\$207.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	1	\$247.50
RP-5AC-GEN2	Rocket AC Radio	1	\$604.50
AM-5G17-90	Sector Gain Antenna	1	\$213.75
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$5,745.00
		Total	\$11,189.25
	Total Deployments	2	\$22,378.50

PTZ-2 Typical Configuration

Part Number	Description	Pieces	Total
P5635-E-MKII	PTZ Camera	1	\$2,550.00
T91L61	PTZ Pole/Wall Mount	1	\$127.50
5506-151	Smoked Bubble	1	\$63.00
TS-8-PRO	Tough Switch	1	\$388.50
T8133	Axis PoE Injector	1	\$102.00
ETH-SP	Ethernet Surge	4	\$138.00
SK-RA-PM	Right angle Pole Mount	1	\$165.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	1	\$247.50
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$5,745.00
		Total	\$10,137.00
	Total Deployments	7	\$70,959.00

PTZ-3 Typical Configuration

Part Number	Description	Pieces	Total
P5635-E-MKII	PTZ Camera	1	\$2,550.00
T91L61	PTZ Pole/Wall Mount	1	\$127.50

5506-151	Smoked Bubble	1	\$63.00
TS-8-PRO	Tough Switch	1	\$388.50
T8133	Axis PoE Injector	1	\$102.00
ETH-SP	Ethernet Surge	6	\$207.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	1	\$247.50
RP-5AC-GEN2	Rocket AC Radio	1	\$604.50
AMO-5G10	Omni Access Point	1	\$271.05
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$5,745.00
		Total	\$11,246.55
	Total Deployements	1	\$11,246.55

PTZ-4 Typical Configuration			
Part Number	Description	Pieces	Total
P5635-E-MKII	PTZ Camera	1	\$2,550.00
T91L61	PTZ Pole/Wall Mount	1	\$127.50
5506-151	Smoked Bubble	1	\$63.00
TS-8-PRO	Tough Switch	1	\$388.50
T8133	Axis PoE Injector	1	\$102.00
ETH-SP	Ethernet Surge	4	\$138.00
SK-RA-PM	Right angle Pole Mount	1	\$165.00
HW-N14-IFS	Enclosure	1	\$568.50
NSM5	Infrastructure Station	1	\$204.00
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$5,745.00
		Total	\$10,093.50
	Total Deployements	3	\$30,280.50

Wireless 1 Typical Configuration			
Part Number	Description	Pieces	Total
TS-8-PRO	Tough Switch	1	\$388.50
ETH-SP	Ethernet Surge	4	\$138.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	1	\$247.50
RP-5AC-GEN2	Rocket AC Radio	1	\$604.50
AM-5G16-120	Sector Gain Antenna	1	\$213.75
Ultrablock 428	Suppression	1	\$42.00

Other	Parts/Labor/Subcontractor	1	\$4,160.00
		Total	\$6,692.75
	Total Deployements	2	\$13,385.50

Wireless 2 Typical Configuration			
Part Number	Description	Pieces	Total
TS-8-PRO	Tough Switch	1	\$388.50
ETH-SP	Ethernet Surge	4	\$138.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	2	\$495.00
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$4,160.00
		Total	\$6,122.00
	Total Deployements	2	\$12,244.00

Wireless 3 Typical Configuration			
Part Number	Description	Pieces	Total
ETH-SP	Ethernet Surge	4	\$138.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
Ultrablock 428	Suppression	1	\$42.00
RP-5AC-GEN2	Rocket AC Radio	1	\$604.50
AM-5G17-90	Sector Gain Antenna	1	\$213.75
Other	Parts/Labor/Subcontractor	1	\$3,870.00
		Total	\$5,198.25
	Total Deployements	2	\$10,396.50

Wireless 4 Typical Configuration			
Part Number	Description	Pieces	Total
TS-8-PRO	Tough Switch	1	\$388.50
ETH-SP	Ethernet Surge	2	\$69.00
SK-RM	Roof Mount Antenna	1	\$307.50
AM-5AC22-45	Roof Sector	1	\$403.50
RP-5AC-GEN2	Rocket AC Radio	2	\$1,209.00
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$4,605.00

		Total	\$7,024.50
	Total Deployments	1	\$7,024.50

Wireless-5 Typical Configuration			
Part Number	Description	Pieces	Total
TS-8-PRO	Tough Switch	1	\$388.50
ETH-SP	Ethernet Surge	6	\$207.00
SK-RA-PM	Right angle Pole Mount	2	\$330.00
HW-N14-IFS	Enclosure	1	\$568.50
PBE-5AC-GEN2	Rocket AC Parabolic Dish	1	\$247.50
RP-5AC-GEN2	Rocket AC Radio	1	\$604.50
AMO-5G10	Omni Access Point	1	\$271.05
Ultrablock 428	Suppression	1	\$42.00
Other	Parts/Labor/Subcontractor	1	\$5,890.00
		Total	\$8,549.05
	Total Deployments	1	\$8,549.05

License Update			
Part Number	Description	Pieces	Total
xProtect License	3 Yr License Single Camera	13	\$2,925.00
Server Labor			\$2,807.50
		Total	\$5,732.50

Service Access Point			
Part Number	Description	Pieces	Total
UAP-AC-PRO	Access Point for Service	3	\$805.00
		Total	\$805.00

	Sale Price
Total	\$193,001.60

City of Newburgh Wireless Surveillance System Upgrade						
Location	Installation Type	Drawing	Street 1	Street 2	Mounting Surface	Pole Size
1	PTZ 4	2.1	Carter St.	Carpenter St	Pole	13"
2	PTZ 4	2.1	First St.	Carpenter St	Pole	13"
3	PTZ 4	2.1	First St.	Lutheran St.	Pole	13"
4	PTZ 1	2.1	First St.	City Terrace	Pole	13"
5	PTZ 2	2.1	First St.	Johnston St.	Pole	13"
6	PTZ 1	2.1	VanNess St.	Carpenter St	Pole	13"
7	PTZ 3	2.1	VanNess St.	City Terrace	Pole	13"
8	PTZ 2	2.1	Broadway	Lutheran St.	Building	N/A
9	PTZ 2	2.1	Broadway	City Terrace	Building	N/A
10	PTZ 2	2.1	Broadway	William St.	Pole	13"
11	PTZ 2	2.2	Chambers St.	South St.	Pole	13"
12	PTZ 2	2.2	Liberty St.	Clinton St.	Pole	13"
13	PTZ 2	2.3	Courtney Ave	S Lander St.	Pole	13"
A	Wireless 5	2.1	VanNess St.	Lutheran St.	Pole	13"
A-1	Wireless 3	2.1	Ann St.	N/A	Pole	13"
B	Wireless 1	2.1	Ann St.	William St.	Pole	13"
C	Wireless 2	2.2	Liberty St.	Ann St.	Pole	13"
D	Wireless 4	2.2	Police Building	Police Building	Roof	N/A
E	Wireless 2	2.2	Liberty St.	First St.	Pole	13"
F	Wireless 1	2.2	Liberty St.	South St.	Pole	13"
G	Wireless 3	2.3	Renwick St.	S Lander St.	Pole	13"

Drawing 2.1

- Camera
- Wireless Technology Shown in Orange
- ◆ Existing Infrastructure
- Possible Tree Pruning Required



Drawing 2.2

● Camera

➔ Wireless Technology Show

○ Possible Tree Pruning Req



Drawing 2.3

● Camera

● Wireless Technology Shown

◆ Existing Infrastructure



Camera Project
Update
6-1-16

Camera Project Budget 2017

	Expense Code	Original Budgets	<u>Spent to date</u> <u>6-1-17</u>	<u>Funding</u> <u>Balances</u>	<u>Notes</u>
Senator Larkin	CG.3120.0205.3018.2017	\$ 75,000.00		\$ 75,000.00	
FED	TE.3120.0205.0000.000C	\$ 7,500.00	\$ -	\$ 7,500.00	
PSN Grant	CG.3120.0205.3000.2017	\$ 152,031.00	\$ 84,549.93	\$ 67,481.07	Funding was used to support the replacement of 16 Fiber optic Cameras in 2016
County	CG.3120.0205.3504.2017	\$ 19,610.00	\$ 19,103.21	\$ 506.79	Funding was used to purchase 6 additional cameras and mounting brackets to replace failed cameras at: Bush Ave, 143 Broadway and 300 Broadway. New street camera installations at City Hall, Boat Launch and 104 South Lander.
Police Seizure Monies	T.0000.0690.0015.000C	\$ 10,000.00		\$ 10,000.00	
CDBG - Community Policing	CD1.8686.0400.8040.2017	\$ 32,513.74		\$ 32,513.74	
Totals		\$ 296,654.74	\$ 103,653.14	\$ 193,001.60	

RESOLUTION NO.: _____-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.: _____-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.

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 246 First Street, Section 22, Block 5, Lot 26, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated March 18, 2016, from the CITY OF NEWBURGH to LIBAN ADDE, recorded in the Orange County Clerk's Office on May 25, 2016, in Liber 14055 of Deeds at Page 1543 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By:

Michael G. Ciaravino, City Manager
Per Resolution No.: -2017

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

On the _____ day of _____ in the year 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 the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO. _____ - 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.: _____ - 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).

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)
) ss.:
COUNTY OF ORANGE)

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

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

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 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

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM:

Newburgh 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 maryp



THIS BOND AND MORTGAGE, made the 20th day of July, ~~1971~~ 2011
BETWEEN COLEMAN BRIGGS residing at 520 Liberty Street, Newburgh, NY 12550

and hereu referred to as the mortgagor,
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 domicile 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 Nicoll 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, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, acrials, plants and shrubbery.

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

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 234 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

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

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

This bond and mortgage may not be changed orally.

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

IN PRESENCE OF:

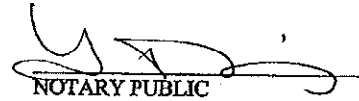

COLEMAN BRIGGS

STATE OF NEW YORK)

) ss:

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 Briggs 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

TIFFANY REIS
Notary Public, State of New York
Qualified in Orange County
Registration No. 02RE6170831
Commission Expires July 23, 2015

RESOLUTION NO.: _____ - 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.

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



CITY OF NEWBURGH

Department of Planning & Development

83 Broadway, Newburgh, New York 12550

(845) 569-9400/Fax (845) 569-9700

www.cityofnewburgh-ny.gov

May 30, 2017

Philip A. Perazio
Historic Preservation Program Analyst- Archeology Unit
New York State Division for Historic Preservation
Peebles Island State Park
P.O. Box 189
Waterford, NY 12188-0189

Re: OCA
Conversation of Old Broadway School to Criminal Court
City of Newburgh, Orange County, NY
08PR01427

Dear Mr. Perazio,

Thank you for your response to the submitted report- *The Archeology, Osteology, and History of the Newburgh Colored Burial Ground, Newburgh, New York* (Landmark Archeology, May 2017).

In response to you comment, in the letter dated May 15, I offer the following proposal and timeline.

The City's Representatives of the Descendants of the Deceased (the Representatives) has been working diligently for nine years to develop a proposal for the reinterment of the remains and artifacts removed from the Old Broadway School Site and is happy to report that we believe we have found a suitable location at the intersection of Colden (formerly Fourth Street) and Water Street (AKA Marine Drive AKA Martin Luther King Boulevard), otherwise known as the most northern portion of tax parcel Section 24, Block 3, Lot 1.1. This location is currently the site of a bust of Rev. Dr. Martin Luther King, Jr. and is commonly known, though not officially designated, as Rev. Dr. Martin Luther King, Jr. Memorial Park.

The Committee has developed a two phased proposal for the reinterment and memorialization of the remains.

Phase 1: City staff has secured funding for the initial design of this park, to be completed by Fall 2017, which will reposition the bust in consultation with the artist, and feature a columbarium, facing east, for the reinterment of the remains.

Following design, the City would subdivide the parcel and officially designate the northern portion as a Park, while it secured funding for the park construction, and ultimately the reinterment. We expect for the reinterment to take place one to two years after completion of the design work.

Phase 2: A new committee be formed to explore the redevelopment of the newly subdivided southern portion of tax parcel Section 24, Block 3, Lot 1.1, consisting of a multi-story mixed-use development, generally consistent with the form based zoning code for that parcel, and featuring a first floor museum whose mission would be dedicated to exploring the role of race in the Hudson Valley, specifically the African American experience and the history of this Colored Burial Ground. This committee is expected to include the Representatives, supplemented with those experienced in development and museum management, to ensure the long-term viability of the project.

Thank you for your responses to date, and we look forward to working with you in the near future, as we strive for a resolution to this painful and important part of Newburgh's history.

Sincerely,

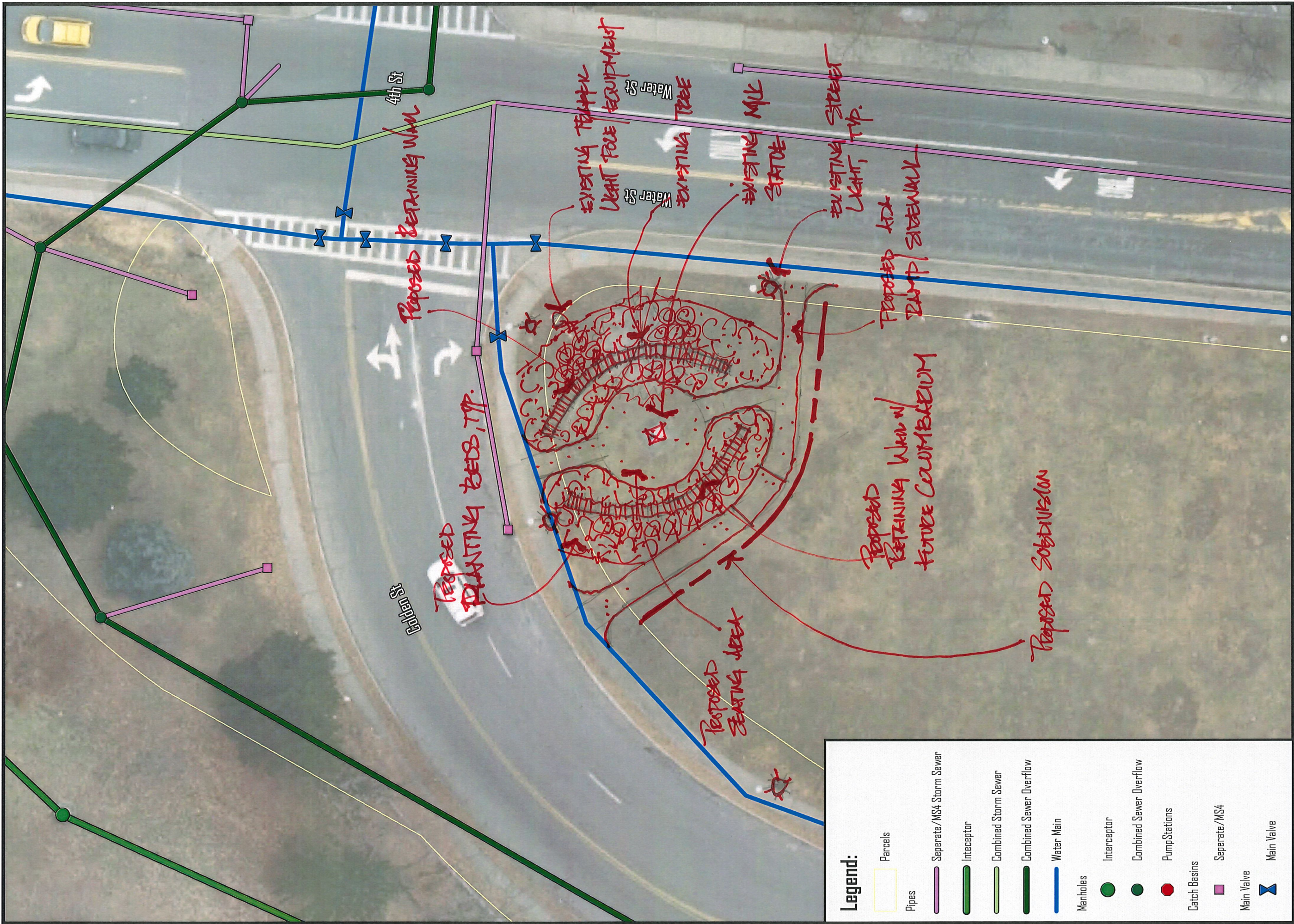
A handwritten signature in dark ink, appearing to read 'Alexandra Church', written in a cursive style.

The City's Colored Burial Ground
Alexandra Church, Staff Representative

CC: Mayor Judy Kennedy
City of Newburgh City Council
Michael Ciaravino, City Manager

Martin Luther King Park Concept Sketch

C.M.W. / Thursday, May 11, 2017

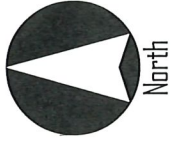


FOR VISUAL REFERENCE ONLY

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 = 20 feet



RESOLUTION NO.: ____ - 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.

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: Minot 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

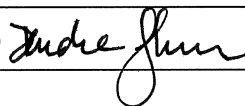
Name of Responsible Officer in Lead Agency: Judith Kennedy

Title of Responsible Officer: Mayor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)



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>



**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 closest 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 from 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>
-----------------------	--	---

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/>)

- o Coastal Barrier Resources (<https://www.hudexchange.info/environmental-review/coastal-barrier-resources/>)
- o Flood Insurance (<https://www.hudexchange.info/environmental-review/flood-insurance/>)
- o Clean Air (<https://www.hudexchange.info/environmental-review/air-quality/>)
- o Coastal Zone Management (<https://www.hudexchange.info/environmental-review/coastal-zone-management/>)
- o Contamination and Toxic Substances (<https://www.hudexchange.info/environmental-review/site-contamination/>)
- o Endangered Species (<https://www.hudexchange.info/environmental-review/endangered-species/>)
- o Explosives and Flammable Facilities (<https://www.hudexchange.info/environmental-review/explosive-and-flammable-facilities/>)
- o Farmland Protection (<https://www.hudexchange.info/environmental-review/farmlands-protection/>)
- o Floodplain Management (<https://www.hudexchange.info/environmental-review/floodplain-management/>)
- o Historic Preservation (<https://www.hudexchange.info/environmental-review/historic-preservation/>)
- o Noise Abatement and Control (<https://www.hudexchange.info/environmental-review/noise-abatement-and-control/>)
- o Sole Source Aquifers (<https://www.hudexchange.info/environmental-review/sole-source-aquifers/>)
- o Wetlands Protection (<https://www.hudexchange.info/environmental-review/wetlands-protection/>)
- o Wild and Scenic Rivers (<https://www.hudexchange.info/environmental-review/wild-and-scenic-rivers/>)
- o Environmental Justice (<https://www.hudexchange.info/environmental-review/environmental-justice/>)
- New York State Office of Parks, Recreation & Historic Preservation
 - o Cultural Resource Information System (<https://cris.parks.ny.gov/>)
 - o Christina Croll – GIS data request.
- Environmental Protection Agency
 - o 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
 - o 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
 - o Web Mapping Service (<http://www.orthos.dhss.ny.gov/ArcGIS/services/2013/MapServer/WMSServer?>)
 - o Datasets in Orange County (<https://gis.ny.gov/gisdata/inventories/results.cfm?SWIS=33>)
- Federal Emergency Management Agency
 - o Flood Map Service Center (<https://msc.fema.gov/portal>)
 - o 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

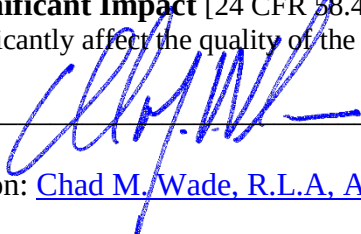
Determination:

☒ **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.

0 0.150.3 0.6 0.9 1.2



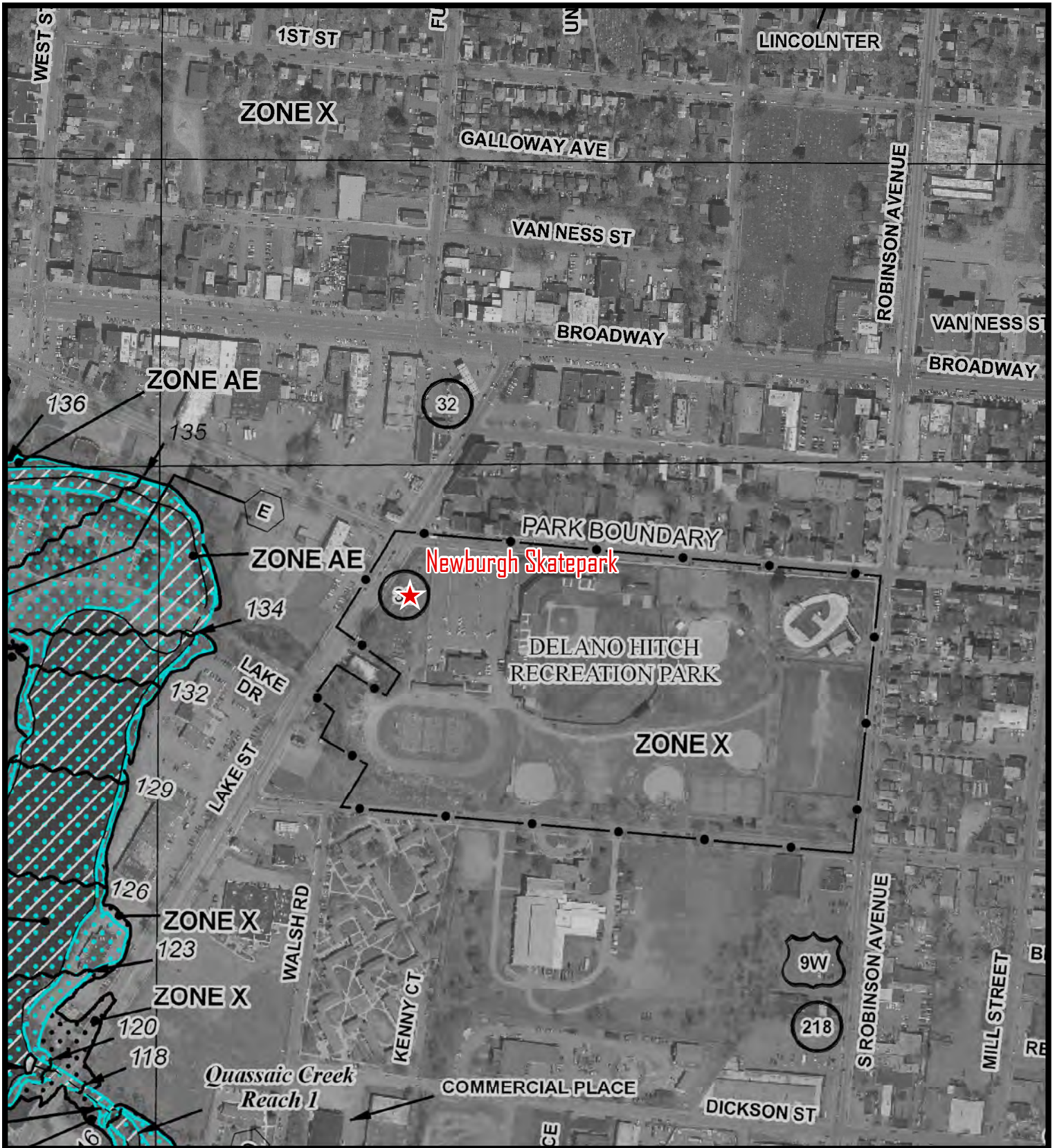
1 inch = 1 mile



Flood Insurance and Floodplain Management

C.M.W. / Friday, September 11, 2015

Map No. 2



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.

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

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.

0 0.150.3 0.6 0.9 1.2



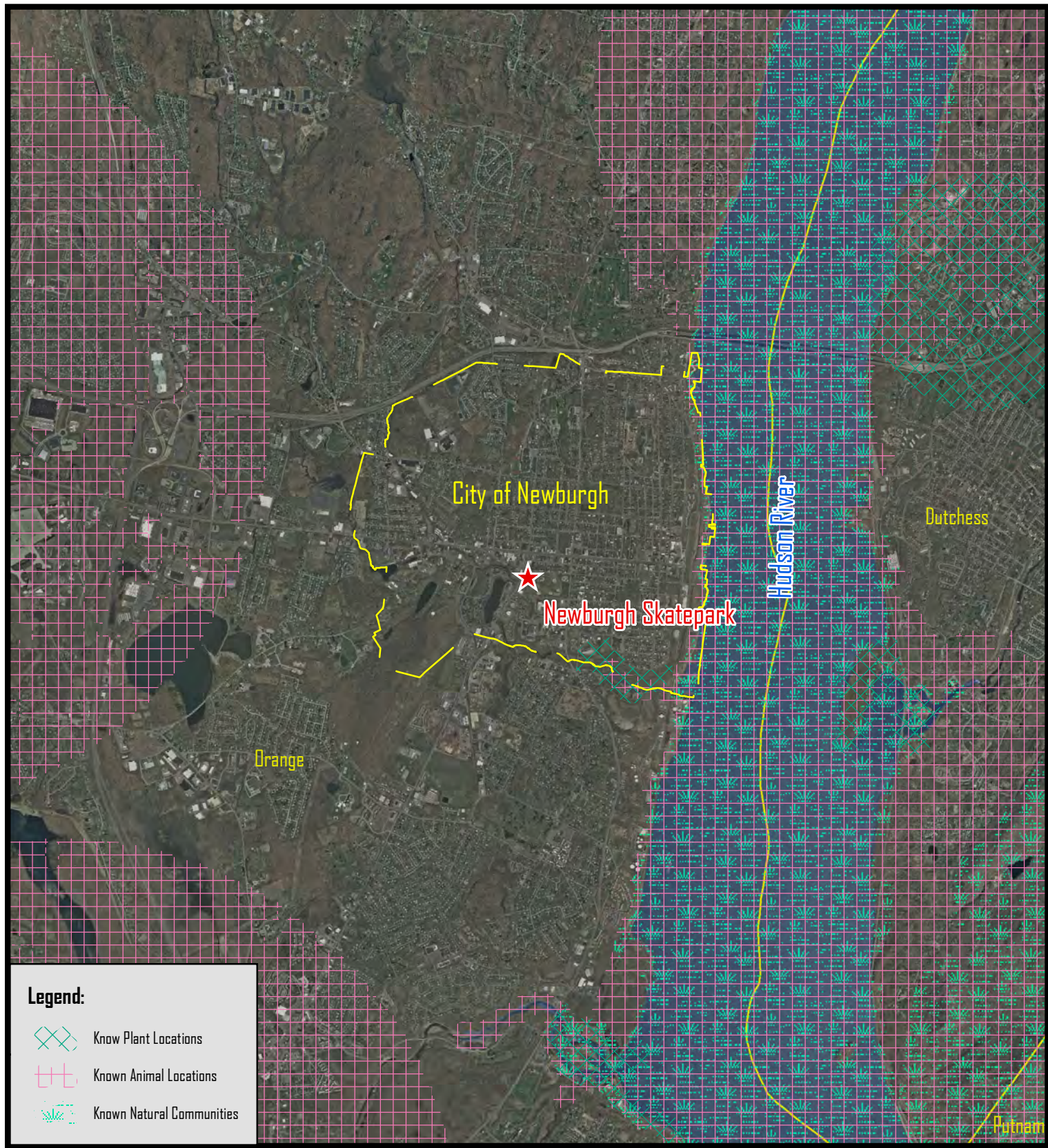
1 inch = 1 mile



Endangered Species

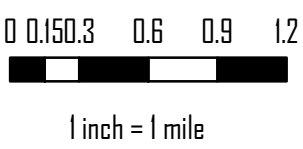
C.M.W. / Friday, September 11, 2015

Map No. 4



FOR VISUAL REFERENCE ONLY

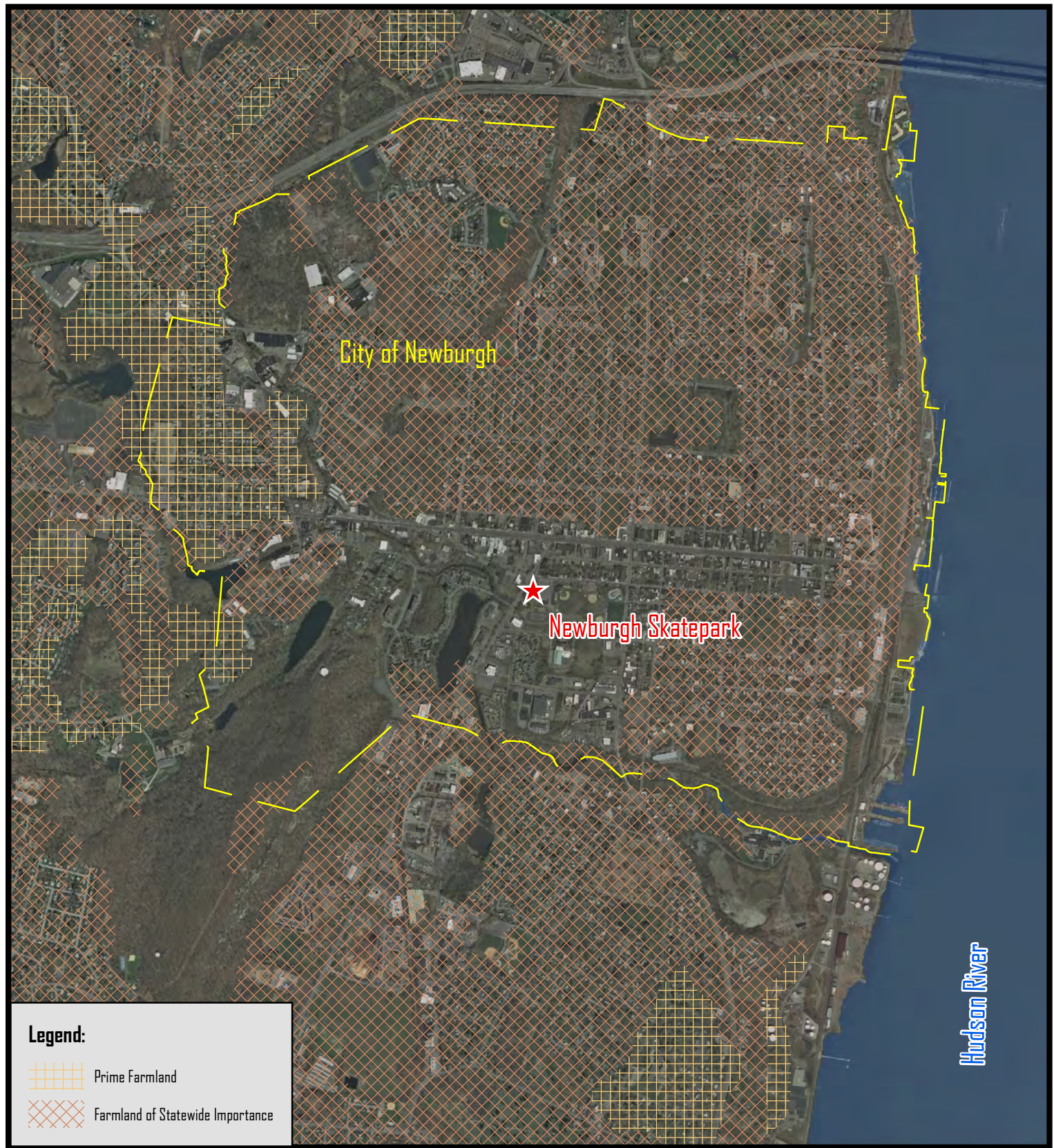
DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes no liability for the use or misuse of such data.



Farmland Protection

C.M.W. / Friday, September 11, 2015

Map No. 5



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.

0 0.075 0.15 0.3 0.45 0.6



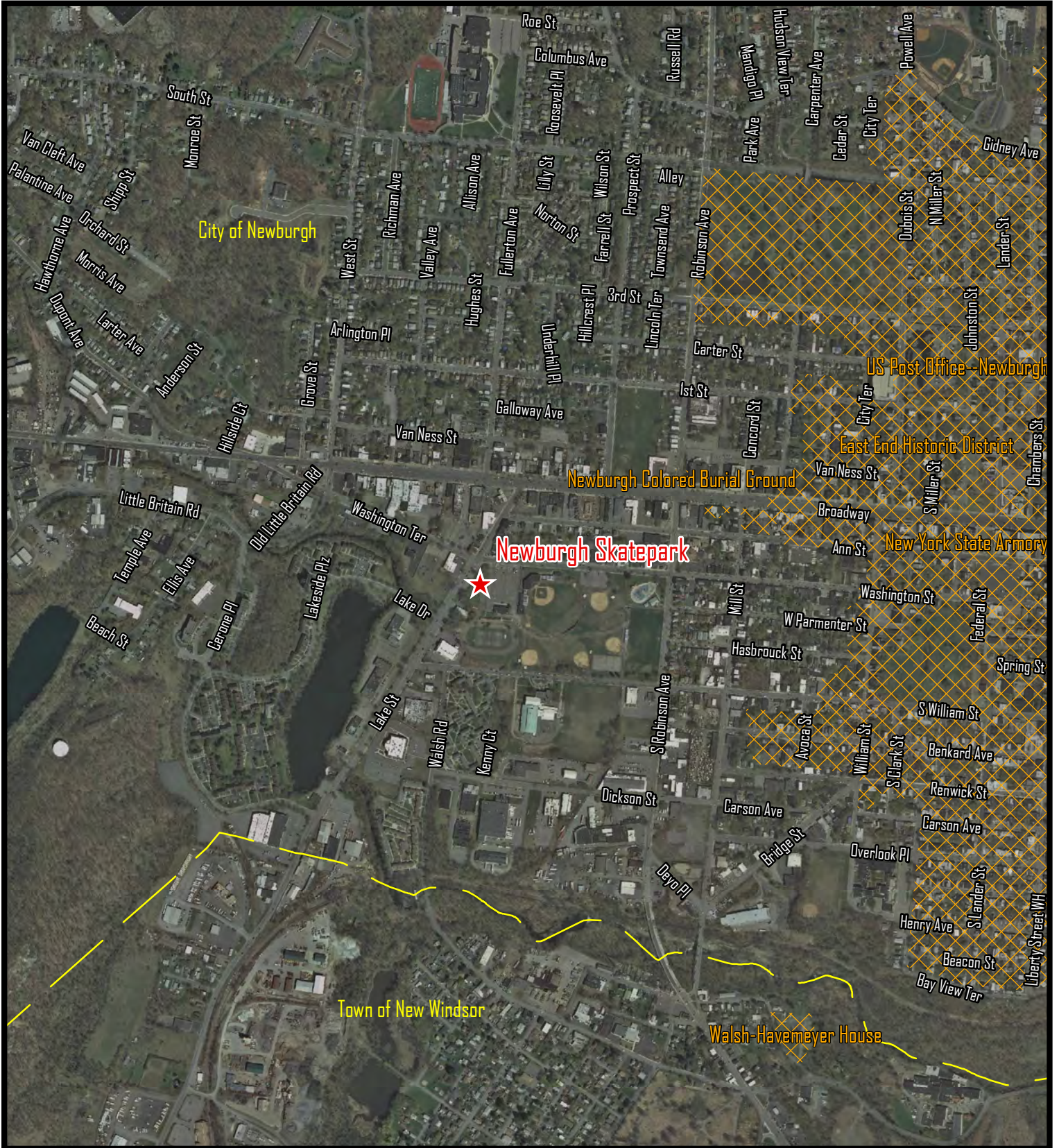
1 inch = 0 mile



Historic Preservation

C.M.W. / Friday, September 11, 2015

Map No. 6



FOR VISUAL REFERENCE ONLY

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.

0 190380 760 1,140 1,520



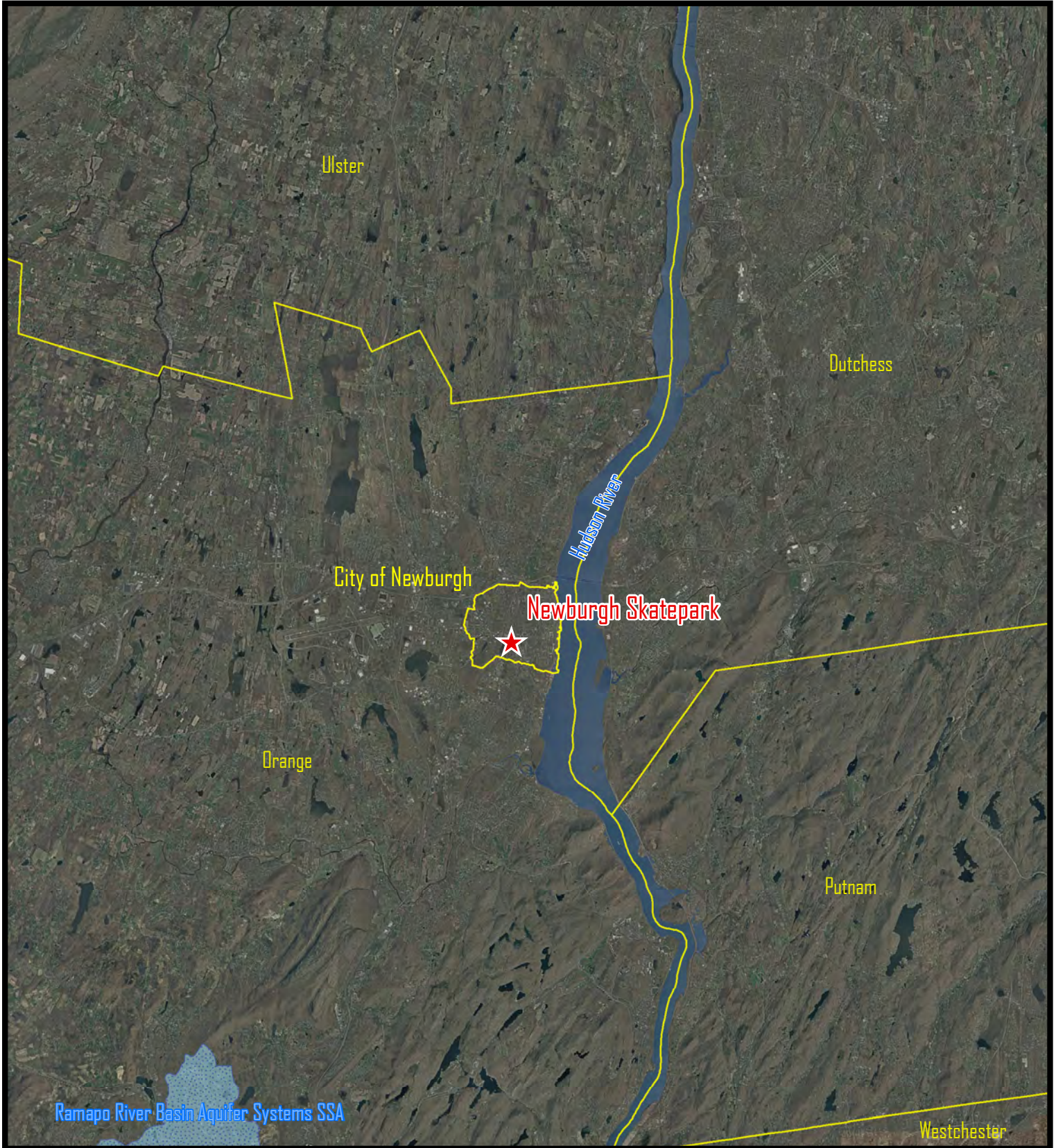
1 inch = 1,000 feet



Sole Source Aquifer

C.M.W. / Friday, September 11, 2015

Map No. 7



FOR VISUAL REFERENCE ONLY

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.

0 0.5 1 2 3 4



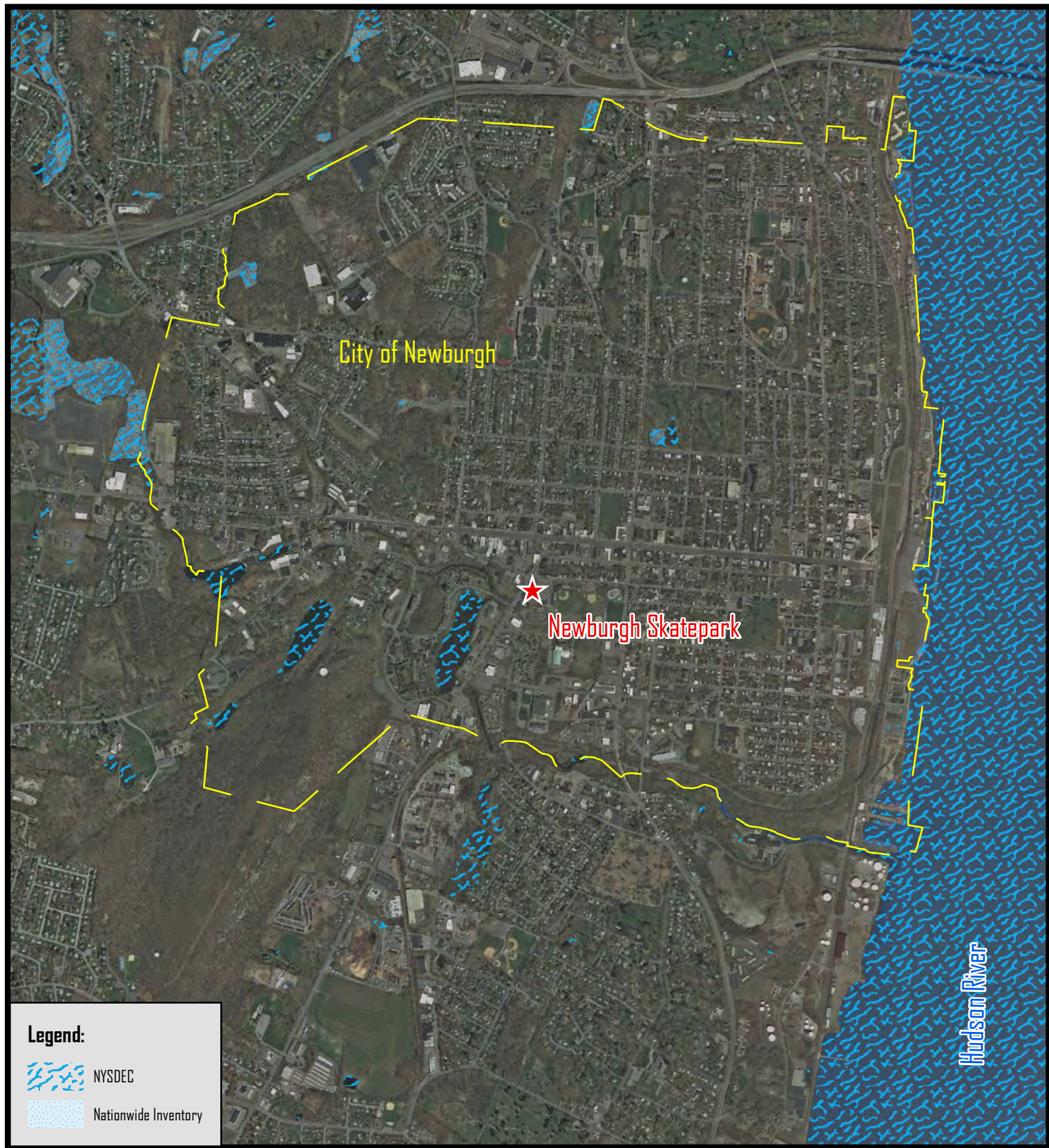
1 inch = 3 mile



Wetlands Protection

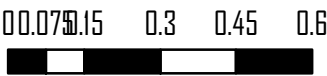
C.M.W. / Friday, September 11, 2015

Map No. 8



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.



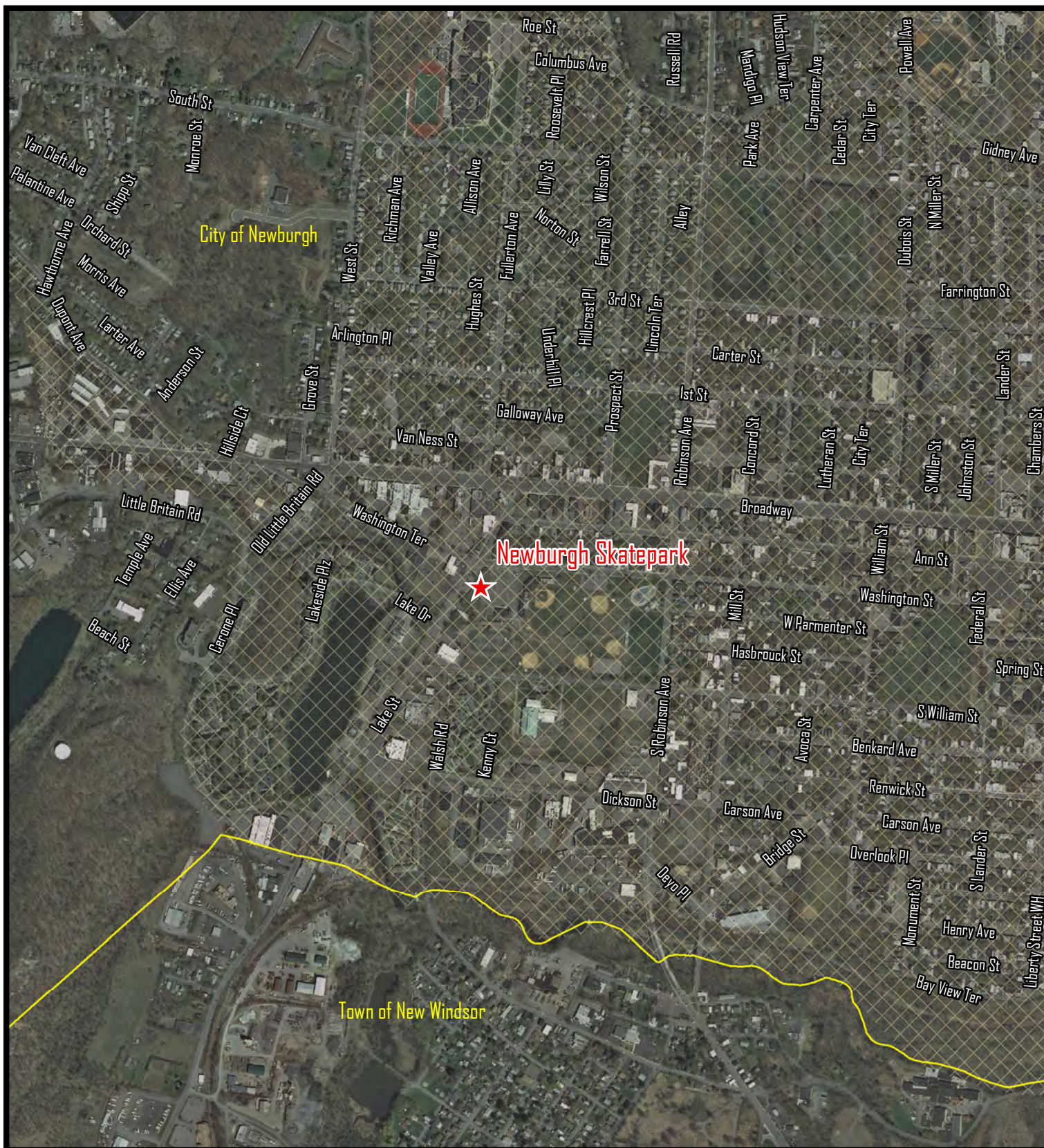
1 inch = 0 mile



Environmental Justice

C.M.W. / Friday, September 11, 2015

Map No. 9



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.

0 190380 760 1,140 1,520



1 inch = 1,000 feet



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?"

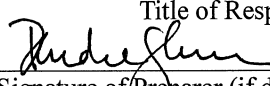
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair 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 Name of Lead Agency	June 8, 2017 Date
Michael G. Ciaravino Print or Type Name of Responsible Officer in Lead Agency	City Manager Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	 Signature of Preparer (if different from Responsible Officer)

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:					
Project Location (describe, and attach a location map):					
Brief Description of Proposed Action:					
Name of Applicant or Sponsor:			Telephone:		
			E-Mail:		
Address:					
City/PO:			State:	Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?				NO	YES
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.					
2. Does the proposed action require a permit, approval or funding from any other governmental Agency?				NO	YES
If Yes, list agency(s) name and permit or approval:					
3.a. Total acreage of the site of the proposed action? _____ acres					
b. Total acreage to be physically disturbed? _____ acres					
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
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? 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?	NO	YES	
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: _____ _____	NO	YES	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	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? b. Is the proposed action located in an archeological sensitive area?	NO	YES	
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? 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: _____ _____ _____	NO	YES	
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 _____ _____	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: _____ Date: _____ Signature: _____		



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

RESOLUTION NO.: _____ - 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.

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.

Property Proposal Summary

Location: 70 Townsend Avenue (southeast corner of South Street and Townsend Avenue)

Tax Map Number: 16-13-1

Property Class: 311—Residential vacant land

Zoning: RL—Residential Low Density

Description: Vacant Lot—Dimensions: 64 x 72

Condition: N/A

Assessed Value: \$ 4,200

Annual Taxes: \$ 220 +/-

The city acquired this property: February 2015

Offer Information:

Name: Samuel Soto

Offer Price: \$ 4,200

Construction Estimate: \$ N/A

Proof of Financing: Bank statement.

Comments: The purchaser recently purchased the adjacent property at 175

Robinson Avenue. The Robinson Avenue property has multiple buildings on the one parcel. The City-owned parcel, bordering the Robinson Avenue parcel, is partially paved and suitable for parking. It appears to have been originally sold with the 175 Robinson Avenue property but somehow—through multiple transfers over the years—it has been separated from the main parcel.



RECEIVED
5/26/17

Proposal Form

Contact Information:

Name: SAMUEL SOTO
Business Name (If Applicable): _____
Address: 6 TILFORD PL
City, State & Zip: HIGHLAND MILLS NY 10930
Home phone: 845-534-4514
Business Phone: 845-534-4010
Mobile Phone: 917-570-0493
E-mail: Sam@pestfree123-com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ☒ No ☐

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

175 ROBINSON AVE

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes ☒ No ☐ (attach explanation) N/A ☐ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes ☐ (attach explanation) No ☒ N/A ☐ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ☐ (attach explanation) No ☒

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 70 TOWNSEND AVE

S-B-L#: 16-13-1

Type of Project:

_____ Single Family (includes a condominium unit)

_____ Multi-Family (# of Units_____)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes___ No___

____ Commercial ____ Industrial

✓ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 4,200.⁰⁰

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ N/A

Who will be doing the work? Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____

Architect: _____

Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

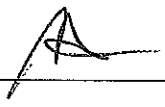
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature  Date 5/26/2017

SAMUEL SOTO Social Security #  Date of Birth: 
Print Name

Submit Application to:

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



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

March 25, 2017 through April 26, 2017
Account Number: 05555600201000000022

00055560 DRE 802 142 11717 NNNNNNNNNN T 1 000000000 38 0000

SAMUEL SOTO
ELISA CORREA-SOTO
6 TILFORD PL
HIGHLAND MILLS NY 10930-6101

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



We want to remind you about the overdraft service options that are available for your personal checking account(s)

We've included information on the last page of this statement to remind you about our overdraft services and associated fees. You can find more information about these services and fees online at chase.com/coverage, which includes a link to a PDF that tells you how overdraft transactions will work.

Additionally, you can find ways to avoid overdraft fees at chase.com/AccountTips.

If you have questions, please call us anytime at the number on your statement.

CHECKING SUMMARY

Chase Premier Plus Checking

	AMOUNT
Beginning Balance	\$21,543.94
Deposits and Additions	11,552.44
Checks Paid	-3,020.00
ATM & Debit Card Withdrawals	-3,519.81
Electronic Withdrawals	-16,105.60
Ending Balance	\$10,450.97
Annual Percentage Yield Earned This Period	0.01%
Interest Paid This Period	\$0.18
Interest Paid Year-to-Date	\$0.47

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/28	Credit Return: Online Payment 6036328788 To Keybank	\$1,648.73
03/30	Monroe Woodbury Payroll PPD ID: 1146004164	3,465.53
03/31	Deposit 1684585291	2,980.82
04/12	Monroe Woodbury Payroll PPD ID: 1146004164	3,457.18
04/26	Interest Payment	0.18
Total Deposits and Additions		\$11,552.44

RESOLUTION NO.: _____-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.: _____ - 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.

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.

Property Proposal Summary

Location: 101 Benkard Avenue (south side between William and Avo
ca Streets)

Tax Map Number: 44-3-8

Property Class: 220 – Two-Family Residence

Zoning: RL—Residential Low Density; EEHD—East End Historic Dis
trict

Description: 2-story, brick apartment building. Year built: 1900; 1584sf;
Lot size—25 x 117, contains two apartments

Condition: Average/Fair

Assessed Value: \$ 76,100

Estimated Annual Taxes: \$ 3,957 +/-

Selling Price: \$ 45,500 @ 60%

The city acquired this property: February 2015

Offer Information:

Name: Rene Gonzalez Orta

Offer Price: **\$ 45,500**

Construction Estimate: \$ 10,000 (repair work)

Proof of Financing: Bank of America account

Comment: This two-family house currently has a family living in the first floor apartment; the second floor apartment is vacant. The purchaser plans to live in the second floor apartment. He is currently living in Yonkers but is working with a local redeveloper in the City of Newburgh. There are some repair items (cornice & gutter/ downspout repair, possible roof issues, exterior brick work, and some interior refurbishing) and that need to be addressed with this house. The purchaser feels he is able to complete those repair items.





Proposal Form

Contact Information:

Name: Rene Gonzalez Orta
Business Name (If Applicable): _____
Address: 54 Maple St 1C
City, State & Zip: Yonkers NY 10701
Home phone: _____
Business Phone: _____
Mobile Phone: (914) 216 5545
E-mail: renegonzalez851@hotmail.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ___ No X

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?

Yes ___ (attach explanation) No X N/A ___ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

none

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ___ No ___ (attach explanation) N/A N/A (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ___ (attach explanation) No X N/A ___ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 101 Benkart Ave Newburgh NY 12550

S-B-L#: _____

Type of Project:

_____ Single Family (includes a condominium unit)

X Multi-Family (# of Units 2)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes X No _____

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 45,500

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 10,000

Who will be doing the work? X Self _____ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____

Architect: _____

Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

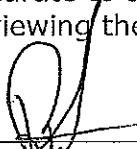
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".



Signature

5/2/17

Date

Rene Gonzalez Orta Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

Submit Application to:

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



BANK OF AMERICA, N.A. (THE "BANK")

Transaction
History

RENE GONZALEZ ORTA

BOFA CORE CHECKING

**** * 0286


Bank of America

Last Posting Date 04/24/2017

Date/Time Printed 4/25/2017 9:01 AM EST

APR 25 2017
CO/CC 0487 0927525
TLR 001 FMS511
ABA021300379

Since Last Statement Summary

Last Statement Date 04/21/2017
Balance Last Statement (\$) \$103,156.45
Deposits/Credits (+) # 4 \$104,390.33 Holds (-)
Withdrawals/Debits (-) # 54 \$3,807.32 Pending Credits (+)
Available Balance (\$) \$102,792.45
#Counts include posted items only-intraday items are not included in the counts
Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Amount Included in Available Balance	Type	Amount	Available Balance
Processing	CHECKCARD ORANGE COUNTY SOL GOSHEN NY ON 04/24		Debit	-\$20.00	\$102,792.45
04/24/2017	KEEP THE CHANGE TRANSFER TO ACCT 9950 FOR 04/24/17		Keep the Change	-\$0.71	\$102,812.45
04/24/2017	THE HOME DEPOT 04/24 #000654477 PURCHASE	THE HOME DEPOT #1 NEWBURGH NY	Debit	-\$67.64	\$102,813.16
04/24/2017	BKOFAMERICA ATM 04/22 #000002460 WITHDRWL	NEWBURGH BANKING NEWBURGH NY	Withdrawal	-\$200.00	\$102,880.80
04/24/2017	CHECKCARD 0421 ORANGE COUNTY SOLID WAS	GOSHEN NY 24755417112731123417477	Debit	-\$75.65	\$103,080.80
04/21/2017	Monthly Maintenance Fee		Fee	-\$12.00	\$103,156.45

For additional information or service, please contact the Customer Service Center at 1-800-432-1000
* = Item(s) included in Previous Statement(s).

**** * 0286

RESOLUTION NO.: _____ - 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.

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.

Purchase Proposal Summary

Location: 9 Carson Avenue (north side of Carson, between Liberty Street WH and Riverview Place)

Tax Map Number: 46-5-21

Property Class: 210—One-Family Residence

Zoning: DN—Downtown—EEHD-East End Historic District

Description: Year Built—1890+/-; 2-story, detached, wood-framed building, 1872sf with 768 finished walkout basement; lot size—25 x 100

Condition: Poor

Assessed Value: \$ 11,900

Annual Taxes: \$ 619 +/-

Selling Price: \$ 1,190 @ 10%

The city acquired this property: November 2007

Offer Information:

Name: John LaGrutta (LKM LTD)

Offer Price: \$1,200

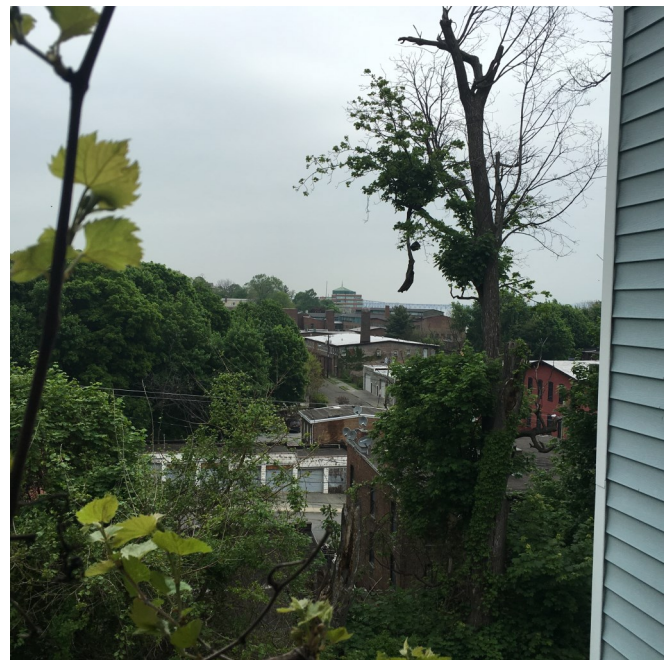
Construction Estimate: \$174,500 (includes in-kind work)

Proof of Financing : Business accounts; Key Bank accounts; American Express line of credit

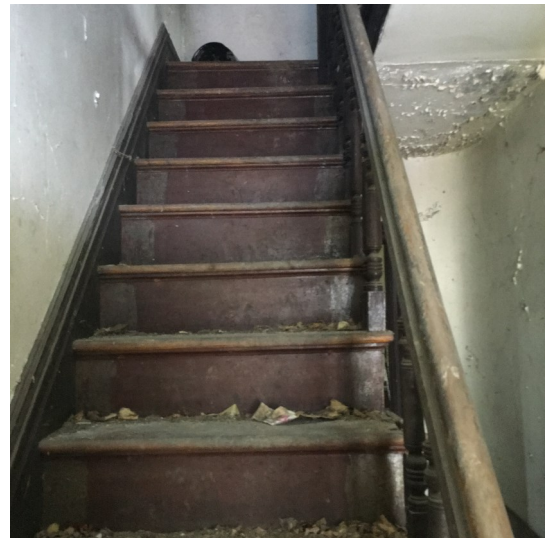
Comments: 9 Carson is an iconic house in Washington Heights; it has been an eyesore for the neighborhood for countless years. Abandoned and neglected, the house has been left to deteriorate to the dismay of its neighbors.

John LaGrutta , along with his brother David (partner in LKM LTD), want to take on the challenge of restoring this building. They are local electricians, licensed in the City of Newburgh and living in nearby Cornwall. They have been working with a local redeveloper in the Heights—Shay Sellars— and feel ready to tackle this project. The LaGruttas are certain the they can renovate the building and preserve much of the surviving interior wood finish—and there is a surprising amount. From the rear of the building, all floors have north-looking views of the Hudson River and the Newburgh-Beacon Bridge.





Rear of house (above); View of the Hudson River looking north (right), from the rear of the house.



Proposal Form

Contact Information:

Name: JOHN LAGRUTTA
Business Name (If Applicable): LKM LTD
Address: PO BOX 116
City, State & Zip: CORNWALL, NEW YORK 12518
Home phone: 845-534-9065
Business Phone: 845-534-9043
Mobile Phone: 845-590-1870
E-mail: JOHNLAGRUTTA@LKMLTD.COM
Federal I.D. No. (If Available): 06-1206417

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes No X

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes (attach explanation) No N/A X (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes No (attach explanation) N/A X (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes (attach explanation) No N/A X (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 9 Carson

S-B-

L#: 46-5-21

Types of Project:

_____ Multi-Family (# of Units_____)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes____ No____^X

____ Commercial Industrial

_____ Vacant Land (Proposed use: _____)

1200.00

Offer Purchase Price: \$_____

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ ~~110,000.00~~ 174,500

Who will be doing the work? x Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: LKM LTD

Architect: HOME REVIVAL

Engineer: HOME REVIVAL

Examples of Purchaser's Previous Renovation or Development Experience:
 (Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	11 AMY LANE CORNWALL, NEW YORK	11 DEERFIELD LANE CORNWALL, NEW YORK
Role (i.e. owner, partner, general contractor, architect, investor.)	OWNER/GC	OWNER/GC
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	NEW CONSTRUCTION	NEW CONSTRUCTION
Property Type: (i.e. single-family, multi-family rental or commercial.)	SINGLE FAMILY	SINGLE FAMILY
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	1	1
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	340,000.00	389,000.00
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	COMPLETED 10/10	COMPLETED 1/03
Government Program, if any (provide name of program and agency, name and current phone of reference.)	NONE	NONE

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

I am providing: ___ Personal Financial Statement
 ___ Letter from Lender/Investor
 ___ Personal or Business Bank Statement
 ___ Evidence of project funding
 X Developers should provide three years financial statements

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Signature John Lagrutta 2/20/17 Date

JOHN LAGRUTTA Social Security # Date of Birth:
Print Name

Submit Application to:

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

CONSTRUCTION COSTS FOR 9 CARSON AVENUE NEWBURGH NEW YORK

ARCHITECT/ ENGINEER FEES	10,000	10000
DEMOLITION	15,000	15000
FOUNDATION	12,000	12000
ROOF	15,000	15000
FRAMING	8,000	8000
EXTERIOR WINDOWS/DOORS	15,000	15000
SIDING	15,000	15000
PLUMBING	17,500	17500
ELECTRIC	12,500	2500
HEATING/AC	13,500	13500
INSULATION	8,500	8500
SHEETROCK	11,000	11000
PAINTING	8,500	1500
TRIM	7,000	1500
FLOORING	16,500	16500
BATHROOMS	10,000	3000
KITCHEN	15,000	9000

TOTAL	210,000	Total Financial Impact	174500
-------	---------	------------------------	--------

**LKM LTD
31 PAYSON ROAD
CORNWALL-ON-HUDSON, NEW YORK**

4/19/17

City of Newburgh
83 Broadway
Newburgh, New York

Ref: City Owned Property
9 Carson Avenue

The renovation of this property is an extensive project. The historical aspects of this building will try to be maintained as much as feasibly possible. Exterior windows and doors, roofing and siding will be aesthetically fitting of the era so as to keep with the historical nature. The following is the sequence we propose to execute to perform this rehab.

SEQUENCE OF OPERATION

- Removal of historic trim molding and doors
- Removal of all debris etc. from the interior of the structure
- Removal of fallen decks and rotted wood from the exterior
- Removal of plaster and wall material not being saved
- Repair of basement flooring and foundation
- Removal of exterior roofing and siding
- Removal and salvage of chimneys
- Repair of all rotted joists, studs etc.
- New approved roof
- New approved siding
- New approved windows
- New plumbing
- New electric
- New heating
- Sheetrock/taping/painting
- New flooring
- New bathrooms
- New kitchen
- Reinstall historic trim
- Basic landscaping

**LKM LTD
31 PAYSON ROAD
CORNWALL-ON-HUDSON, NEW YORK
845-534-9043 (PH)
845-534-9065 (FAX)
845-590-1870 (CELL)**

4/28/17

City of Newburgh
83 Broadway
Newburgh, New York

Ref: 382 Liberty Street

Dear Dave,

Please find below our sources of income to complete the referenced project:
Thank you for this opportunity and I look forward to working with you.

LKM Checking Account	86,545.34
Accounts Receivable	48,650.00
T-Environmental	28,900
Olympia	1,750
Penchant Capital	17,000
American Express Credit Line	75,000.00

Sincerely,

John LaGrutta
LKM LTD

Checking Account Details

 Account Functions... 

Key Business Reward Checking

Beginning Balance, as of 04/28/2017	86,545.34
Pending Activity Total	0.00
Holds	0.00
Available Balance	86,545.34
Overdraft Protection Available	NO
Standard Overdraft Services Consent	N/A
Last Interest / Dividend Payment, paid on 01/01/0001	0.00
Total Interest / Dividend Paid YTD, as of	0.00
Total Interest / Dividend Paid Last Year	0.00
Rewards Status	Not enrolled, but eligible
LDO Promotion Expiration Date	
Show Account Remarks / Add Account Remarks	

Member FDIC

Note: Transaction Balance does not reflect your available balance and it should not be used when considering future transactions. The transaction balance is the balance after cleared activity has posted to your account. The displayed balance may not include pending activity.

Transactions

From (mm/dd/yyyy): 03/29/2017


 GET MORE
TRANSACTIONS

To (mm/dd/yyyy): 04/28/2017



Legend	
	Sort Ascending
	Sort Descending
	View Cleared Check

Date	Description	Debit	Credit
No Pending Activity			

Date	Type	Description	Debit	Credit	Transaction Balance
Cleared Activity					
04/27/2017	Auto Deduct	DIRECT WITHDRAWAL, AMEX EPAYMENT ACH PMT	11,154.05		86,545.34
04/27/2017	Auto Deduct	DIRECT WITHDRAWAL, SWIFT FINANCIAL ACH4/26AFD	1,842.19		97,699.39
04/26/2017	Auto Deduct	DIRECT WITHDRAWAL, NYS DTF BILL PYTTAX PAYMNT	100.00		99,541.58
04/26/2017	Check	CHECK # 8769	300.00		99,641.58
04/26/2017	Check	CHECK # 8768	1,313.46		99,941.58
04/26/2017	Deposit	DEPOSIT BRANCH 0961 NEW YORK		64,775.00	101,255.04
04/25/2017	Auto Deduct	DIRECT WITHDRAWAL, IRS USATAXPYMT	952.19		36,480.04
04/25/2017	Auto Deduct	DIRECT WITHDRAWAL, NYS DTF WT TAX PAYMNT	188.57		37,432.23
04/24/2017	Deposit	DEPOSIT BRANCH 0961 NEW YORK		5,000.00	37,620.80

RESOLUTION NO.: _____ - 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	Bisessar 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.

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.

Property Proposal Summary

Locations: **31 Clark Street (east side, between Ann & Washington Streets) & 180 Ann Street (Rear) and 12 Clark Street (west side of Clark Street between Broadway and Ann Street)**

Tax Map Number: 36-5-17 (31 Clark); 36-1-12.2 (12 Ann) ; 36-1-10 (12 Clark)

Property Class: 210 – 1-Family Residence (31 Clark); 330—(12 Clark & 180 Ann St Rear)
330—Vacant Commercial (12 Clark & 180 Ann)

Zoning: RL— Residential Low Density; EEHD—East End Historic District (31 Clark); BC—Broadway Corridor; EEHD—East End Historic District (12 Clark & 180 Ann)

Description: **31 Clark**—2-story, semi-attached building. Year built: 1865+/-; 1470sf; lot size—25 x 100. **180 Ann St Rear & 12 Clark St**—Vacant commercial lots.

Condition: Poor

Assessed Value: \$ 31,000 (31 Clark); \$300 (180 Ann); \$1,700 (12 Clark)

Estimated Annual Taxes: \$ 1,716 +/-

Selling Price: \$ 6,600 @ 20%

The city acquired this property: February 2015 (31 Clark); March 2012 (12 Clark); September 2007 (180 Ann St Rear)

Offer Information:

Name: B. Alvin Moonesar (VIP Partners LLC)

Offer Price: **\$ 5,400**

Construction Estimate: \$150,000 +/-

Proof of Financing: Flushing Bank account.

Comment: The Clark Street property is a semi-attached house in poor condition. The structure has sat empty for several years; it continues to deteriorate. According to the building records, at one time the building had been used as a 2-family home. The purchaser plans for a complete renovation of the property.

He is also wishes to purchase two small lots on a near-by block of Clark Street—12 Clark Street and 180 Ann Street. The lots still have remnants of previous structures. He hopes to use these small lots for a small garage and/or a storage structure.





31 Clark



180 Ann St Rear



12 Clark

Proposal Form

Contact Information:

Name: B. Alvin Moonesar
Business Name (If Applicable): VIP Partners LLC
Address: 353 Logan Street
City, State & Zip: Brooklyn NY 11208
Home phone: _____
Business Phone: 914-559-2724
Mobile Phone: 917-697-6960
E-mail: amoonesar@live.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes X No _____

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes _____ (attach explanation) No X N/A _____ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

69 William Street, Newburgh NY 12550

77 William Street, Newburgh NY 12550

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes _____ No X (attach explanation) N/A _____ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes _____ (attach explanation) No X N/A _____ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No X

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 31 Clark Street, Newburgh NY 12550

S-B-L#: 36-5-17

Type of Project:

x Single Family

_____ Multi-Family (# of Units _____)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes _____ No _____

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ \$5000

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes X No _____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ \$150,000

Who will be doing the work? _____ Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: D Mac Design & Development LLC

Architect: AS NEEDED/TBD

Engineer: AS NEEDED/TBD

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 180 Ann Street(Rear) & 12 Clark Street

S-B-L#: 36-1-12.2 & 36-1-10

Type of Project:

☐ Single Family

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☒ Commercial ☐ Industrial

☒ Vacant Land (Proposed Use: Storage / Garage)

Offer Purchase Price: \$ \$100 & \$300

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. A more detailed repair cost estimate will be required after interior access. Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ \$10,000

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: _____

Architect: _____

Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	36 Lincoln Ave Brooklyn NY 11208	353 Logan Street Brooklyn NY 11208
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner & Developer	Project Manager/Consultant
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Substantial Rehabilitation Facade, Roof, Plumbing Electrical	Moderate rehabilitation Pointing, Floors, Walls, Kitchen
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multifamily	Two Family
Number of Buildings in Project	One	One
Total Number of Residential Units in Project/Building	Six	Two
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	\$250K	\$50K
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	100%	100%
Government Program, if any (provide name of program and agency, name and current phone of reference.)	NONE	203K

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

B. Alvin Moonesar Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

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

31 Clark Street/180 Ann Street/12 Clark Street Estimate			
	Cost		
A. Building Exterior:			
Clean, repair and paint Stair cases	\$ 3,200		
New roof & gutter	\$ 10,000		
New Siding	\$ 6,500		
Sidewalk repair	\$ 4,000		
B. Interior 2nd Floor :			
Fix & Repair all walls and ceiling, install new walls and ceiling, complete and finish.	\$ 9,500		
2 nd floor kitchen: New stove, fridge, sink, granite counter, wood cupboards.	\$ 7,000		
Electrical: Complete electrical with panel located on floor	\$ 2,500		
Complete prime and paint with colors selected by homeowner	\$ 1,800		
Wood/Carpet/Tile all floors	\$ 5,000		
New bathrooms including plumbing and equipment(vanity & cabinet, inwall medicine cabinet, toilet, shower).	\$ 5,500		
New Windows	\$ 1,800		
C. Interior 3rd Floor:			
Fix & Repair all walls and ceiling, install new walls and ceiling, complete and finish.	\$ 9,500		
Electrical: Complete electrical with panel located on floor	\$ 2,500		
Complete prime and paint with colors selected by homeowner	\$ 1,800		
Wood/Carpet/Tile all floors	\$ 5,000		
New bathroom including plumbing and equipment(vanity & cabinet, inwall medicine cabinet, toilet, shower).	\$ 5,500		
New Windows	\$ 1,800		
D. 1st Floor:			
Fix & Repair all walls and ceiling, install new walls and ceiling, complete and finish.	\$ 12,000		
1st floor kitchen: New stove, fridge, sink, granite counter, wood cupboards.	\$ 7,000		
New bathroom: including plumbing and equipment(vanity & cabinet, inwall medicine cabinet, toilet, shower).	\$ 4,500		
Electrical: Complete electrical with panel located on floor	\$ 1,500		
Wood/Carpet/Tile all floors	\$ 5,000		
E. Mechanicals, Electrical & Plumbing: \$			
New Heat/Hotwater units for each floor zoned	\$ 5,000		
Complete riser plumbing for all units	\$ 2,500		
New Water & Sewer Connections	\$ 3,200		
F. Furnishings:			
Chandelier			
Lighting	\$ 3,000		
Miscellaneous			
G. Basement:			
Clean and Level basement, new door	\$ 500		
H. Other: \$			
Remove all garbage and debris after repair, including any existing furniture, appliance and trash.	\$ 1,500		
I. Soft Cost:		\$ 5,000	
J. Clean up 180 Ann & 12 Clark:		\$ 5,000	
K. Fence and Security for 180 Ann & 12 Clark		\$ 5,000	
J. Contingency:		\$ 6,400	
Total Estimate		\$ 150,000	

May 07, 2017

David Kohl
Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12250

Re: Application to purchase property from the City of Newburgh

Dear David,

First, I would like to thank you and the employees of DPW for taking the time to show my team and myself the properties we were interested in viewing.

I would like to place an application 31 Clark Street - SBL 36-5-17, accompanied by 12 Clark Street – SBL 36-1-10 and 180 Ann Street – SBL36-1-12.2 . This will add to the perspective I am working on in the development on my concept for my Newburgh Portfolio.

The acquisition cost will be funded from my business accounts. Attached is a summary of by bank account balances.

The budget allocated for rehabilitation of the unit is \$150,000. This includes the kitchen, painting, wall repairs and other facelift items, siding, roof and porch. I anticipate that this unit can come online within three to four months of getting approvals, therefore it's safe to say that the eighteen months granted from the City of Newburgh for completion is very doable.

I thank you for the consideration of this request to purchase.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Alvin Moonesar', with a stylized, flowing script.

B. Alvin Moonesar



Customer Service: 1-800-516-8603

Logoff

Welcome to Corporate Banking

Home

Balances

Last Login: March 15, 2017 13:34 PM

Stops and Inquiries

Secure Messaging
0 new messages

Online Statements

Bill Payment

Bank Messages

Setup

Deposit Accounts

Account Name	Account Number	Current Ledger	Available Balance	As of Date Time
VIP Media & Mgmt - Main	<u>8900062043</u>	\$275,534.37	\$275,534.37	08:15:02 AM EDT on 03/16/2017
Total Balance		\$275,534.37	\$275,534.37	

RESOLUTION NO.: _____ - 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.

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.

Property Proposal Summary

Location:	193 N. Miller Street, 195 N. Miller, 197 N. Miller (on the west side of the street between South Street and Gidney Avenue) and 194 Dubois Street
Tax Map Number:	11-1-15, 11-1-14, 11-1-13 & 11-1-27
Property Class:	210 – 1-Family Residence (193 & 197 N. Miller); 311—Residential Vacant Land (195 N. Miller; 194 Dubois)
Zoning:	RM— Residential Medium Density; EEHD—East End Historic District
Description:	2-story,brick building (193 N. Miller): Year built, 1865; 1008sf; lot size—25 x 150; 3-story brick building (197 N. Miller): Year built, 1900; 2721sf, lot size, 25 x 72; 195 N. Miller: vacant land, 25 x 73; 194 Dubois: vacant land, 25 x 76.
Condition:	Poor
Assessed Value:	\$ 62,200 (all four parcels)
Estimated Annual Taxes:	\$ 3,234 +/-
Selling Price:	\$ 19,660 @ 30%+/-

The city acquired these properties: 193 N Miller (10/2013); 195 N Miller (4/2017); 197 N Miller (3/2016); 194 Dubois (10/2013).

Offer Information:

Name:	Michael Robinson (Stephen Taya Project Development)
Offer Price:	\$ 19,660 (all four parcels)
Construction Estimate:	\$233,600 +/-
Proof of Financing:	Boston Trust & Management Investment Account
Comment:	The two buildings have been vacant for several years. 193 N. Miller is in worse condition than 197 N. Miller. Its first floor is collapsing due to water damage. Both buildings need to be completely gutted and renovated. The purchaser plans a complete renovation of both structures. He wants to convert 193 N. Miller into a 2-family and develop 197 N. Miller as a 3-family. The vacant lot at 195 N. Miller is strategically located between both buildings; 194 Dubois Street is another vacant lot that borders the rear of 195 N. Miller. The lots may be useful for off-street parking when both buildings are redeveloped. He is an experienced contractor (Urban Myth Construction) who has worked on the east side of the Hudson River and in New York City. These are the first buildings he will own in the City of Newburgh. Financing is being provided privately from a relative of the purchaser. The purchaser has excellent credit.



193 N. Miller





197 N Miller



195 N Miller



Proposal Form

Contact Information:

Name: Michael Robinson
Business Name (If Applicable): Stephen Taya Property Development
Address: 25 High Street
City, State & Zip: Cold Spring NY 10516
Home phone: 845-265-5554
Business Phone: 917-886-2546
Mobile Phone: _____
E-mail: michaelurbanmyth@gmail.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own – as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes ___ No ☒

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?

Yes ___ (attach explanation) No ___ N/A ___ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)?

Yes ___ No ☒ (attach explanation) N/A ___ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?

Yes ___ (attach explanation) No ☒ N/A ☒ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes ___ (attach explanation) No ☒

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 193 North Miller

S-B-L#: 11-1-15

Type of Project:

_____ Single Family (includes a condominium unit)

✓ Multi-Family (# of Units 2)

____ Mixed Use (Commercial & Residential - # of Residential Units ____)

For the property types listed above, will it be occupied by the purchaser: Yes___ No___

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 3,060

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes___ No /

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 136,600

Who will be doing the work? ✓ Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Urban Myth Construction (w/Balanced Budget)
Architect: Michael Brotherton AIA
Engineer: Michael Carr, PE

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 195 North Miller

S-B-L#: 11-1-15

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☐ Commercial

☐ Industrial

☒ Vacant Land (Proposed Use: parking, eventual building 3/4 family
\$1000)

Offer Purchase Price: \$ in conjunction with accompanying offer
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☐ No ☒

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$150/sq.ft.

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Urban Myth Construction (w/Balanced Builders)
Architect: Michael Brotherton AIA
Engineer: Michael Carr, PE

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 197 North Miller

S-B-L#: 11-1-13

Type of Project:

____ Single Family (includes a condominium unit)

✓ Multi-Family (# of Units 3)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: Yes___ No X

_____ Commercial _____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 14,800

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☐ No ☒

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 97,000

Who will be doing the work? ✓ Self Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Urban Myth Construction (w/ Balanced Builders)
Architect: Michael Brotherton, AIA
Engineer: Michael Carr, PE

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 194 DuBois Street

S-B-L#: 11-1-27

Type of Project:

☐ Single Family (includes a condominium unit)

☐ Multi-Family (# of Units ☐)

☐ Mixed Use (Commercial & Residential - # of Residential Units ☐)

For the property types listed above, will it be occupied by the purchaser: Yes ☐ No ☐

☐ Commercial

☐ Industrial

☒ Vacant Land (Proposed Use: Parking / community garden ~~etc~~)

Offer Purchase Price: \$800 (in conjunction with 193, 195, 197 N. Miller)
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes ☒ No ☐

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 7

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Urban Myth Construction

Architect: -

Engineer: -

Examples of Purchaser's Previous Renovation or Development Experience:

(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

Property/Project No. 1

Property/Project No. 2

Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	261 W. 121st St. NY NY 10027	58 Slough Pond Rd. Turo, MA 02466
Role (i.e. owner, partner, general contractor, architect, investor.)	owner + general contractor	owner + general contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	total gut including all joists of Harlem brownstone	demolition of existing structure, new construction on existing and new foundation, 4500 sq. ft.
Property Type: (i.e. single-family, multi-family rental or commercial.)	4 family	single family
Number of Buildings in Project	1	2
Total Number of Residential Units in Project/Building	4	1
If commercial, total square footage of project	3600	4500 sq. ft.
Total Estimated Development/Rehabilitation Costs	\$300k acquisition \$575k construction	\$250k acquisition \$800k construction
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	renovation complete as of 2002, renovation sold 2004	complete as of 2004,
Government Program, if any (Provide name of program and agency, name and current phone of reference.)		Energy Star

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Michael Robinson
Signature

3/27/17
Date

Michael Robinson Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

Submit Application to:

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

197 North Miller

[illegible]

193 North Miller

[illegible]



Boston Trust & Investment
Management Company

April 19, 2017

RE: Carole Robinson

To Whom It May Concern:

This letter is to confirm that Carole Robinson has sufficient assets under management at Boston Trust & Investment Management Company to make \$250,000.00 cash available at her request.

Please do not hesitate to contact me directly by telephone at 617-726-7249 or by email at srobinson@bostontrust.com if you have any questions or require additional information.

Sincerely,

Sarah E. Robinson
Manager, Client Relationships



Tap into timesavers that let you manage your money the smart way - your way. [Learn more >](#)

My Accounts



DEPOSIT ACCOUNTS

[Make a transfer](#)

CHURCH STREET CHECKING 0203	Quick peek	\$6,240.18 **Available \$6,240.18
DISCRETIONARY CHECKING 0202	Quick peek	\$6,212.26 **Available \$6,212.26
KNOWN CHECKING 0200	Quick peek	\$13,413.17 **Available \$13,413.17
Urban Myth Checking CHECKING 0201	Quick peek	\$4,584.17 **Available \$4,584.17
SAVINGS SAVINGS 0000	Quick peek	\$605.88 **Available \$600.88
TOTAL DEPOSIT ACCOUNTS		\$31,055.66

LOAN ACCOUNTS

HELOC HELOC 0001	Quick peek	\$0.00 Available credit \$75,000.00 pay
TOTAL LOAN ACCOUNTS		\$0.00

Make a Payment



Pay to

Select a payee

Deliver by : 05/11/2017

\$ 0.00

Pay from: DDA - 2900 *2900

[Schedule payment](#)

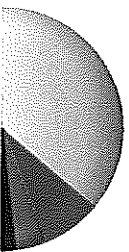
Payments already scheduled
No payments are currently scheduled

To cancel or edit your payments, or to add new payees, [Go to payments](#)

View My Spending



All categories



- Uncategorized
- Cash
- Education
- Utilities

Last 30 days

\$10,813.52 86%

\$1,000.00 8%

\$500.00 4%

\$250.00 2%

RESOLUTION NO.: _____ - 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.

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.

Purchase Proposal Summary

Location: **382 Liberty Street** (east side of Liberty Street between Clinton Street and Broad Streets)

Tax Map Number: 10-1-37

Property Class: 220—Two Family Residence

Zoning: RL—Residential Low Density; CDO - Commercial District Overlay; EEHD - East End Historic District

Description: Year Built—1900; 2-story, frame building; 2040sf (including finished basement area); lot size: 30 x 175 x 50 x 75 x 20 x 100 (irregular)

Condition: Poor

Assessed Value: \$ 45,400

Annual Taxes: \$ 2,361 +/-

Selling Price: \$ 6,810 @ 15%

City acquired property: **October 2012**

Offer Information:

Name: Alejandro Perez

Offer Price: **\$ 6,810**

Construction Estimate: \$ 103,000+/-

Proof of Financing: TEG Federal Credit Union account

Comments: The purchaser and his wife have been living with their daughter at 384 Liberty Street, next door to this City-owned property. They wish to purchase 382 Liberty and reside in it. They may use the basement apartment, once it is renovated, as a living space for a relative. The house needs considerable work: there was extensive water damage to the basement apartment. The 1st & 2nd floor duplex also needs new heating, new baths and a new kitchen. The estimate for repair is somewhat low because the purchaser can do much of the work himself. He recently renovated a property on Chambers Street, and subsequently sold it. He is using the cash from that sale to purchase and renovate 382 Liberty Street.





Proposal Form

Contact Information:

Name: Alejandro Perez
Business Name (If Applicable): _____
Address: 389 Liberty St
City, State & Zip: Newburgh NY 12550
Home phone: 845 565 3989
Business Phone: _____
Mobile Phone: 845 401 7638
E-mail: Alexperez373@gmail.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

Do you own - as an individual, member of an LLC, partner in a partnership or officer in a corporation - any properties in the City of Newburgh? Yes No

If you own property or properties in the City of Newburgh, are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry?
Yes _____ (attach explanation) No _____ N/A _____ (No property owned in the City of Newburgh)

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):

Are you current on all municipal obligations (taxes, water charges, etc.)?
Yes No (attach explanation) N/A _____ (No property owned in City of Newburgh)
Verified (Internal Office Use Only); Date Verified _____

Do you have any outstanding code violations for properties owned in the City of Newburgh?
Yes _____ (attach explanation) No _____ N/A _____ (No property owned in City of Newburgh)
☐ Verified (Internal Office Use Only); Date Verified _____

Have you had a previous tax foreclosure on a property owned by you in the City of Newburgh? Yes _____ (attach explanation) No

Individual Property Bid Sheet

Information on Bid Property:

(If you are bidding on more than one property, please submit a completed copy of this page for **each** bid property. Please limit the total number of properties to a maximum of **three (3)**. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 302 Liberty St.

S-B-L#: 10-1-37

Type of Project:

_____ Single Family (includes a condominium unit)

____ Multi-Family (# of Units 2)

_____ Mixed Use (Commercial & Residential - # of Residential Units _____)

For the property types listed above, will it be occupied by the purchaser: (Yes) No

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 6,810.00

(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

Does or will your proposal conform to existing zoning? Yes_____ No_____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: \$ 103,000 +/-

Who will be doing the work? ☒ Self ☐ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City of Newburgh licensed electricians and plumbers.

General Contractor: Alejandro Perez
Architect: _____
Engineer: _____

Finances:

(Applicant should provide not only sources of funding for the purchase of the property but also sufficient funding for the rehabilitation and/or development of the property.)

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

What You Should Attach:

- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

Business Relationship:

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

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports (by completing a PathStone Credit Report Authorization Form) and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge. By signing, you also acknowledge reading and reviewing the "Standard Terms and Conditions of Sale".

Alejandro Perez
Signature

3-20-2017
Date

Alejandro Perez Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

Submit Application to:

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

REPAIR COST ESTIMATE AND SCHEDULE

EXTERIOR	ESTIMATED START DATE (I.E., MAY 2017)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
ROOF		2,500	2,300	4,800
GUTTERS/DOWNSPOUTS		950	700	1,650
WINDOWS		2,600	1,100	3,700
DOORS		450	200	650
SIDING/TRIM/EXTERIOR PAINTING				
FOUNDATION				
STEPS, PORCHES, DECKS		2,200	2,400	4,600
LANDSCAPING			600	600
OTHER:				
EXTERIOR REPAIR SUBTOTAL		\$ 8,400	\$ 7,300	\$ 16,000
INTERIOR	ESTIMATED START DATE (I.E., MAY 2017)	ESTIMATED MATERIAL COST (Number of items x cost)	ESTIMATED LABOR COST	TOTAL COST (MATERIALS + LABOR)
CLEAN-OUT, INTERIOR DEMOLITION		2,000	1,100	3,100
REMEDIATION - LEAD AND/OR ASBESTOS		300	200	500
HEATING SYSTEM (FURNACES)				
HOT WATER HEATERS				
PLUMBING				
ELECTRIC				
BATH(S)				
KITCHEN(S)		2,300	700	
INSULATION/DRYWALL		9,000	3,200	
INTERIOR DOORS		1,300	800	
TRIM/INTERIOR PAINTING		1,800	500	
FLOORING		3,500	1,500	
OTHER:				
INTERIOR REPAIR SUBTOTAL		\$ 20,200	\$ 8,000	\$ 28,200
TOTAL EXTERIOR/INTERIOR REPAIR COST		\$	\$	\$ 108,632.50

→

→

→

Shapiro Plumbing, Heating, & A/C
28 Bridle Path
Newburgh, NY 12550
(845)764-6168
deshapiro3@verizon.net



ESTIMATE

ADDRESS

Norma Perez
384 Liberty St.
384 Liberty St
Newburgh, NY 12550

ESTIMATE # 1184

DATE 05/15/2017

ACTIVITY	QTY	RATE	AMOUNT
Plumbing/Heating 382 Liberty St. - Install all new water and waste lines to accommodate bathrooms and kitchens. Install all plumbing fixtures. Install new natural gas lines to accommodate stoves and boilers.	1	12,500.00	12,500.00T
Plumbing/Heating - Install 2 new wall hung combo-boilers. Install baseboard heat to accommodate each apartment.	1	18,500.00	18,500.00T
Plumbing/Heating - Install new water service to building. Price includes excavator and plumbing work.	1	10,000.00	10,000.00T

SUBTOTAL	41,000.00
TAX (8.25%)	3,382.50
TOTAL	\$44,382.50

Accepted By

Accepted Date

NEWBURGH BRANCH
Powelton Plaza
16 North Plank Road
845-452-7323

TEG FEDERAL
CU

(MINI-STATEMENT)

ALEJANDRO PEREZ
384 LIBERTY ST
NEWBURGH NY 12550

ACCOUNT: XXXXXXXX574

PERIOD: 04/01/17 TO 05/02/17

PRIMARY SHARE ID:0000

EFFECT	POST	TRANSACTION DESCRIPTION	AMOUNT	NEW BALANCE
04/01/17		ID 0000 - Primary Share Balance Forward		628.82
04/21/17	04/21/17	DEPOSIT TRANSFER AUDIO FROM SHARE 0015	100.00	728.82
04/24/17	04/24/17	WITHDRAWAL TRANSFER AUDIO TO SHARE 0015	- 100.00	628.82
04/28/17	04/28/17	DEPOSIT TRANSFER AUDIO FROM SHARE 0015	100.00	728.82
04/30/17	04/30/17	DEPOSIT DIVIDEND TIERED RATE	0.06	728.88
05/01/17	05/01/17	DEPOSIT	133,903.60	134,632.48
05/02/17		Ending Balance		134,632.48

CHECKING ID:0015

EFFECT	POST	TRANSACTION DESCRIPTION	AMOUNT	NEW BALANCE
04/01/17		ID 0015 - Checking Balance Forward		517.73
03/31/17	04/01/17	WITHDRAWAL POS #031083 MCDONALD'S F286 347 BROADWAY NEWBURGH NY	- 2.70	515.03
04/01/17	04/01/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT PAULITAS GROCERY DELI NEWBURGH NY DATE 03/31/17 0 7090012654 0 5499	- 13.88	501.15
04/01/17	04/01/17	WITHDRAWAL POS #049534 ALDI 73072 13 RTE 17K NEWBURGH NY	- 17.58	483.57
04/01/17	04/01/17	WITHDRAWAL POS #038174 LA AMISTAD GROC 72-74 MILL ST NEWBURGH NY	- 11.50	472.07
04/02/17	04/02/17	WITHDRAWAL POS #019396 SUNOCO 00068015 5004 ROUTE 9 WEST NEWBURGH NY	- 23.00	449.07
04/03/17	04/03/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT VZWRLSS*IVR VE 800-922-0204 FL DATE 04/02/17 0 7092009552 0 4814	- 29.16	419.91
04/03/17	04/03/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT PIZZA HUT #13135 NEWBURGH NY DATE 04/02/17 0 7092027189 0 5812	- 28.09	391.82
04/03/17	04/03/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT LOS PORTALES INC NEWBURGH NY DATE 04/01/17 0 7091027968 0 5812	- 7.60	384.22
04/03/17	04/03/17	WITHDRAWAL ACH CENTRAL HUDSON TYPE: CHG&E-PAY CO: CENTRAL HUDSON	- 50.00	334.22
04/04/17	04/04/17	DEPOSIT	320.00	654.22
04/05/17	04/05/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT CMSVEND*CV MONTGOMERY MONTGOMERY NY DATE 04/04/17 0 7094009265 0 5814	- 1.35	652.87
04/06/17	04/06/17	WITHDRAWAL DRAFT 000553 TRACER 0308000010	- 419.20	233.67
04/07/17	04/07/17	DEPOSIT ACH HOME DEPOT U.S.A TYPE: REG SALARY CO: HOME DEPOT U.S.A	553.75	787.42
04/07/17	04/07/17	WITHDRAWAL DEBIT CARD CONSUMER DEBIT PAULITAS GROCERY DELI NEWBURGH NY DATE 04/06/17 0 7096025410 0 5499	- 22.06	765.36
04/07/17	04/07/17	WITHDRAWAL ACH LIBERTY MUTUAL TYPE: INSRNC PMT CO: LIBERTY MUTUAL	- 12.17	753.19
04/07/17	04/07/17	WITHDRAWAL ACH CENTRAL HUDSON TYPE: CHG&E-PAY CO: CENTRAL HUDSON	- 50.00	703.19
		WITHDRAWAL ACH CENTRAL HUDSON TYPE: CHG&E-PAY CO:		

RESOLUTION NO.: _____ - 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.

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: _____

Date: _____

**ULSTER COUNTY DISTRICT
ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

**CITY OF KINGSTON
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

**CITY OF POUGHKEEPSIE
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

Title: _____

Date: _____

**ULSTER COUNTY
SHERIFF'S OFFICE**

By: _____

Title: _____

Date: _____

**CITY OF NEWBURGH
POLICE DEPARTMENT**

By: _____

Title: _____

Date: _____

RESOLUTION NO.: _____ - 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.

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.

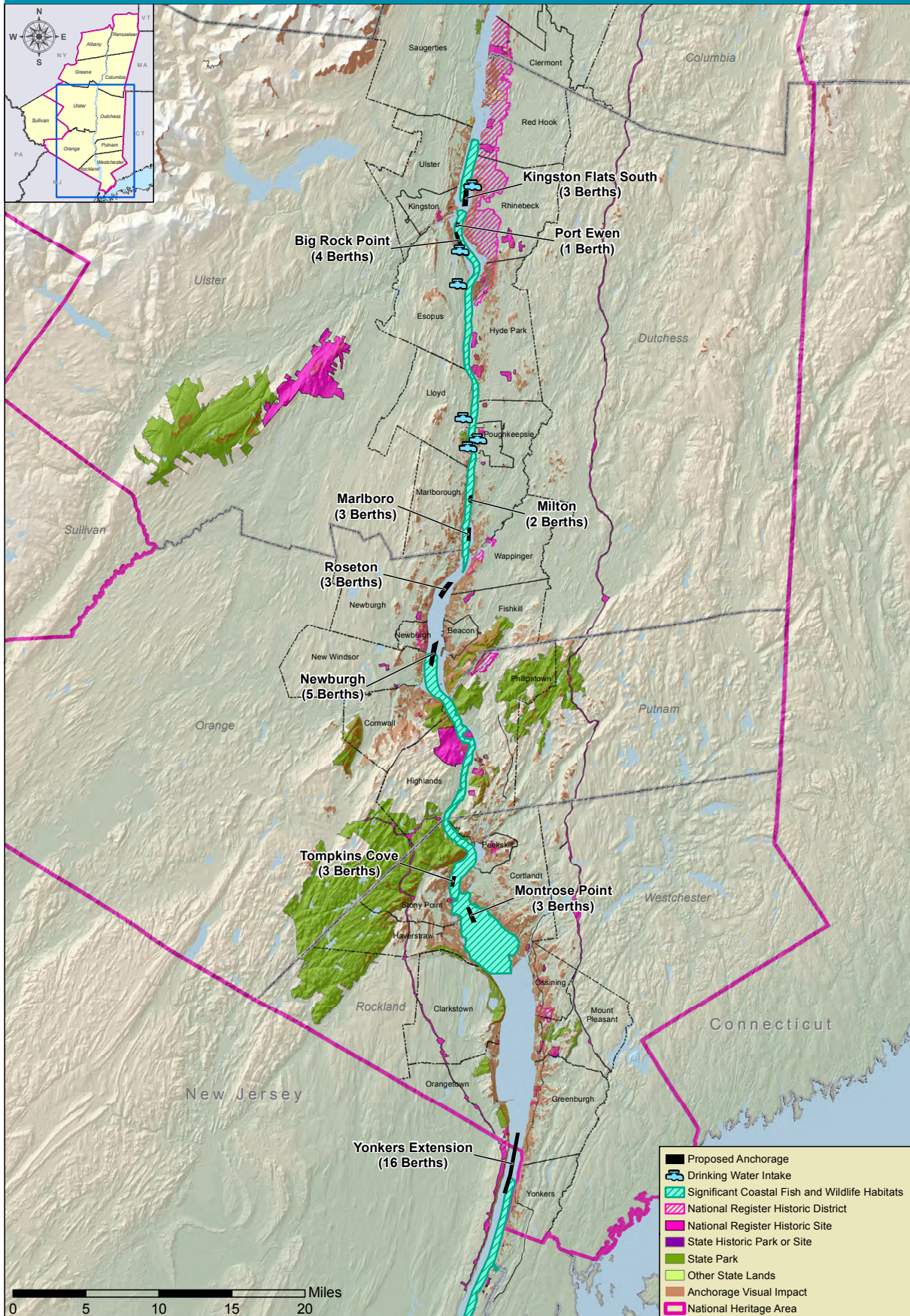
- Senate switchboard: 518 455 2800; Assembly switchboard: 518 455 4100
- Ask your town, village or city to pass a municipal resolution in support of S.5197/A.6825. For a sample resolution, visit www.scenichudson.org/anchorages-resolution

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



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.

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.: _____ - 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.

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

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

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Councilwoman Genie Abrams
Councilwoman Regina Angelo
Councilman Torrance Harvey
Councilwoman Cindy Holmes
Councilwoman Karen Mejia
Councilwoman Hillary Rayford
Mayor Judy Kennedy

FROM: Michelle Kelson, Corporation Counsel

RE: Cyber/Electronic and Telephonic Communications Policy
Update 2017 - Draft No. 6

CC: Michael G. Ciaravino, City Manager

DATE: May 31, 2017

At the April 24, 2017 Council meeting, City Council Members expressed concerns about the revised Cyber/Electronic and Telephonic Communications Policy. The concerns appeared to focus on two areas addressed in the revised policy. The two areas of concern were (A) the application of the revised policy to Elected Officials and (B) discipline and the consequences of failing to comply with the revised Policy.

A. Application to Elected Officials

In the application of the revised Policy to Elected Officials, some favored an exemption of the Elected Officials and others favored equal application and transparency. The revised Policy recognizes that a global policy is necessary and appropriate where the electronic devices and the communications systems are funded by the taxpayers in furtherance of the public's business. However, it also recognizes that there are different classes of users of such electronic devices and communications systems which require adjustments in certain areas of the revised Policy application. A distinction among users is the relationship of employees as subordinate to supervisors, department heads, the City Manager and the City Council which is not subordinate

to supervisors, department heads and the City Manager. In this regard, the City Council should not be required to follow a chain of command that requires the approval of a subordinate. Such distinctions were addressed in prior drafts of the revised Policy but may not have been obvious to all readers. I have reorganized the revised Policy to make the appropriate distinctions clearer:

1. Section 1 – Separate definitions for “Employee” and for “Elected Official”. This is the only addition to the revised Policy. All other changes are reorganizations of the material.
2. Section 2 – Consolidating all of the adjustments to the scope of the application of the Policy into a separate subsection 2(d) entitled “Elected Officials”. Elected Officials are covered by Section 2(d), 3, 6 and 7 of the Policy but not Section 4. Other adjustments gathered from other parts of the earlier versions of the Policy into subsection 2(d) include:
 - a. Elected Officials using City property, electronic devices or equipment for personal purposes do so at their own risk and should avoid using the City-provided electronic device or mobile device for personal use to the extent that they wish that their private activities remain private.
 - b. The Information Systems Manager shall establish passwords and encryptions keys for exclusive use of Elected Officials to which only the elected official shall have access.
 - c. Elected Officials shall consult with the Information Systems Manager before using a password or code, accessing a file or retrieving any stored communication and before using personal electronic devices, mobile devices and equipment and/or connecting personal electronic devices, mobile devices and equipment to the City’s internet/intranet systems.
 - d. The Information Systems Manager may access the electronic devices issued to Elected Officials to determine technical and security compliance with this policy and to comply with Freedom of Information Law requests and legitimate discovery requests arising out of administrative, civil, or criminal proceedings.
3. Section 6 – Elected Officials may request remote access to City systems and accounts and to access subscription services from the Information Systems Manager and do not need permission of the City Manager.
4. Section 7 – Elected Officials may remove portable electronic devices and equipment without securing approval from a subordinate.

B. Discipline

Identifying specific consequences within the revised Policy for failing to comply with the revised Policy presents a bigger challenge. The revised Policy covers all City employees, some of whom are members of 1 of 4 different bargaining units, each represented by a different union with separate collective bargaining agreements and disciplinary procedures. Some employees are not members of any bargaining unit and have no union representation or collective bargaining agreements. Disciplinary procedures also differ by the civil service classification of the job title an employee holds. In this regard, disciplinary procedures and penalties are not easily or uniformly incorporated into City policies that cover all City employees. Rather, City policies that have

universal application to all employees and officers generally provide that failure to comply with the policy will result in disciplinary action consistent with City policies, procedures and applicable laws, rules, regulations and collective bargaining agreements, if any. The revised Policy incorporates this general approach to violations of the revised Policy and failures to comply with its requirements. Accordingly, if a violation of the policy occurs or there is non-compliance, the accountability for the violation or non-compliance will be addressed by the disciplinary procedure applicable to the particular employee and administered by the supervisory, department head or City Manager as provided by such applicable procedure. In the event that the violation or non-compliance is by the City Manager or the City Council, the City Council will have to determine the appropriate procedures for addressing the violation or non-compliance.



MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachment

CITY OF NEWBURGH

CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY

PREAMBLE AND PURPOSE

THE CITY OF NEWBURGH ("CITY") ELECTRONIC COMMUNICATIONS SYSTEMS, INCLUDING ~~COMPUTER~~ELECTRONIC DEVICES, E-MAIL AND THE INTERNET, AND THE CITY'S TELEPHONIC COMMUNICATIONS SYSTEMS ARE ESSENTIAL TO THE PROFESSIONAL CONDUCT OF CITY BUSINESS. CITY EMPLOYEES, VOLUNTEERS AND AGENTS HAVE A LEGAL AND ETHICAL OBLIGATION TO USE SUCH SYSTEMS IN A PRODUCTIVE AND RESPONSIBLE MANNER. IT IS IMPERATIVE THAT CITY EMPLOYEES READ AND UNDERSTAND THE CITY POLICY WITH RESPECT TO ELECTRONIC AND TELEPHONIC COMMUNICATIONS AND ADHERE TO IT. EMPLOYEES WHO VIOLATE THIS POLICY ARE SUBJECT TO POTENTIAL DISCIPLINARY ACTION, SUBJECT TO APPLICABLE LAWS AND COLLECTIVE BARGAINING AGREEMENTS, UP TO AND INCLUDING TERMINATION. THIS POLICY IS NOT INTENDED TO NOR SHALL IT MODIFY OR AFFECT IN ANY MANNER ANY PROCEDURES, POLICIES, USAGES OR OTHER OFFICIAL OPERATION OF ANY EMERGENCY COMMUNICATIONS SYSTEMS OR DEVICES USED BY ANY CITY EMERGENCY RESPONSE AGENCY. IN THE CARRYING OUT OF OFFICIAL DUTIES, NO EMPLOYEE HAS OR SHALL EXPECT PRIVACY WITH RESPECT TO ANY USAGE OF SUCH CITY SYSTEMS. ACCESSING PERSONAL DATABASES, ACCOUNTS OR OTHER CONTACTS UNRELATED TO CONDUCTING THE BUSINESS OF THE CITY, IS PROHIBITED.

1. DEFINITIONS.

CITY -- As used herein and unless otherwise specified shall mean the City of Newburgh, New York.

BUSINESS USE -- City-provided ~~computer~~electronic devices~~systems~~ that allow access to the Internet and electronic communication systems that are the property of the City and are provided to facilitate the effective and efficient conduct of City business. Users ~~are~~ permitted access to the Internet and electronic communication systems to assist in the performance of their jobs. Each agency or department of the City shall follow this policy ~~establishing~~setting forth with specificity the work-related purposes for which such equipment and access are provided.

ELECTRONIC COMMUNICATION SYSTEMS -- System used as a means of sending and receiving messages electronically ~~through connected computer systems or the Internet, such as~~including but not limited to e-mail, text messages, instant messages, multimedia messages or voice mail.

ELECTRONIC DEVICE -- Includes televisions, DVD players, laptops, desktop computers, mobile phones, iPods, iPads, cameras, printers and radios. An electronic device is a device that

accomplishes its purpose electronically. Electronic devices include mobile devices as further defined in this Policy.

ELECTED OFFICIAL – The Mayor and Council Members elected by the qualified voters of the City of Newburgh.

EMPLOYEE – An officer, employee, agent, contractor or volunteer working for the City of Newburgh.

INTERNET – An international network of independent computer systems. The World Wide Web is one of the most recognized means of using the Internet.

INTRANET – A network of City-owned computer systems and electronic devices accessible only to City employees.

MOBILE DEVICE – A type of Electronic Device that has at least one network connection interface, non-removable and/or removable storage, and is portable, including but not limited to smartphones, Personal Digital Assistants (PDAs), tablets, laptops, smart watches and wearable devices.

PERSONAL USE – Personal use means use that is not job-related. Personal use is prohibited if it:

- interferes with the user's productivity or work performance or with any other employee's productivity or work performance;
- adversely affects the efficient operation of the electronic device or~~computer~~ system;
- violates any provision of this policy, any supplemental policy adopted by the agency supplying the Internet or electronic communication systems, or any other policy, regulation, law or guideline as set forth by local, State or Federal law.

PORTABLE STORAGE DEVICE – A storage device that is capable of being physically transported, including but not limited to USB/flash drives/thumb drives, external hard drives, tapes, CDs, DVDs and cameras.

TELECOMMUNICATIONS SYSTEM(S); COMPUTER/ELECTRONIC NETWORK – One or more ~~computers~~electronic devices that can store, provide access to, transmit, receive and/or share information, typically connected by cable, data line, or satellite link, including personal computers ("pc's,") ~~portable~~mobile devices, including but not limited to iPads and other tablets, laptop computers, personal data assistants (PDAs), word-processors or any other type or kind of device connected to or used in conjunction with the telecommunications or telephone systems of the City of Newburgh, including but not limited to any telephone or computer equipment or electronic device, phone cards, copiers, facsimiles, printers, modems, projectors, audio and video equipment and other such devices and equipment; which are owned, leased, rented, borrowed or otherwise possessed~~in the possession~~ or used ~~of or~~ by the City of Newburgh.

TELEPHONE SYSTEM; TELEPHONE COMMUNICATIONS – Two or more telephones or telephone-like devices employed by employees, volunteers and agents of the City of Newburgh to communicate and transmit information.

USERS -- All employees and agents of the City who use a City agency's telephonic or computer and/or other electronic communication systems and electronic and mobile devices. NOTE: City departments~~Agencies~~ which give consultants, contract personnel or other non-employees such as volunteers or interns access to the agency's telephonic or computer or other electronic communication systems shall require such individuals to abide by this policy.

2. PERSONAL USE OF CITY PROPERTY, FACILITIES AND EQUIPMENT PROHIBITED.

a. All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City and, as such, are to be used solely for City-related purposes. The use of any software ~~or~~and business equipment, including, but not limited to, the City's e-mail system, City's intranet, the Internet, telecopiers, ~~computers~~electronic devices, facsimiles, modems, telephones, ~~mobile devices~~cell phones/Personal Digital Assistants, and copy machines for private purposes is prohibited.

b. Employees using City property, electronic devices or equipment for personal purposes do so at their own risk. Employees are not permitted to use a password, code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the City Manager and their department head after approval from the Information Systems Manager. All passwords are City property and must not be shared with any unauthorized person. No employee may use a pass code or voice-mail access code that has not been issued or approved by the City, or that is unknown to the City. City business may be conducted using only City electronic devices, mobile devices~~computers~~ and equipment. Use of any other electronic devices or mobile devices~~computer~~ requires **written** consent of the Information Systems Manager and the authorized Department Head.

c. Privacy Expectations: City employees do not have a right, nor should they have an expectation, of privacy while using City-provided electronic devices and mobile devices at any time, including accessing the City's Intranet, Internet and using e-mail and voice communications. By acceptance of the City-provided electronic device, employees provide their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed-through that device subject to the City's collective bargaining obligations, and avoid connecting personal devices to the City's internet/intranet systems. Employees should avoid using City-provided electronic devices for personal use in order for private activities to remain private.

d. Elected Officials: Elected Officials using City property, electronic devices or equipment for personal purposes do so at their own risk. To the extent that Elected Officials wish that their private activities remain private, they should avoid using the City-provided electronic device or mobile device for personal use. By use of a City-provided electronic device, Elected Officials are expected to comply with the City's Cyber/Electronic Telephone Communication Policy rules for acceptable use of such electronic devices as set forth in paragraphs 2(d), 3, 6 and 7 of this Policy. The Information Systems Manager shall establish passwords and encryptions keys for exclusive use of Elected Officials to which only the elected official shall have access. Elected Officials shall consult with the Information Systems Manager before using a password or code,

accessing a file or retrieving any stored communication. The Information Systems Manager may access the electronic devices issued to Elected Officials to determine technical and security compliance with this policy and to comply with Freedom of Information Law requests and legitimate discovery requests arising out of administrative, civil, or criminal proceedings. Elected officials shall consult with the Information Systems Manager before using personal electronic devices, mobile devices and equipment and/or connecting personal electronic devices, mobile devices and equipment to the City's internet/intranet systems.

3. IMPROPER E-MAIL AND INTRANET/INTERNET USE PROHIBITED

a. Improper use of the City's e-mail system and any other electronic and telephonic communication, including the Intranet/Internet, is prohibited. Examples of improper conduct include, but are not limited to:

- Transmitting offensive images, offensive jokes or remarks.
- Transmitting messages that can reasonably be interpreted as threatening, intimidating, coercive, discriminatory or harassing.
- Requesting dates and/or sexual favors, or making personal or sexual remarks to others or transmitting same.
- Any use that can reasonably be interpreted as demeaning, defamatory or abusive of any individual or group.
- Any use which would violate or tend to violate the privacy rights of any individual.
- Any use which is or may tend to be in violation of any licensing or other contract or agreement pertaining thereto binding the City.
- Any use that is disruptive or offensive to others or creates, encourages or permits a hostile work environment.
- Any use involving obscene, pornographic or prurient material.
- Any use promoting or advancing the interests of any candidate for public office or any political organization.
- Any use during which the user remains anonymous or uses a false or misleading name or identity.
- Any use which promotes or advances a private commercial business or interest.
- Any private or personal use of hardware or software which is the property of the City, on City premises or elsewhere.

- Any use that is fraudulent, illegal or contrary to City policies, or leads to liability or harms or would tend to harm the status, stature or image of the City, or would tend to or does expose the City to legal liability or penalty; or to significant or unusual or unnecessary costs or expenses.

4. RIGHTS OF CITY CONCERNING USE OF CITY FACILITIES, ~~AND~~ EQUIPMENT, ELECTRONIC DEVICES AND DATA.

a. To ensure that the use of electronic and telephonic communications systems and City property and/or equipment is consistent with the City's legitimate business interests, authorized representatives of the City may monitor the use of such equipment from time to time. This includes monitoring Intranet/Internet usage of any kind. This may also include listening to stored voice-mail messages and the ability to conduct GPS monitoring with electronic devices subject to the City's collective bargaining obligations.

b. The City reserves the right, at any time and for any purpose, to monitor, review, audit, intercept, access, delete, use and disclose all files, documents, telephonic messages, e-mail messages, sites, messaging systems, chat rooms, blogs, news outlets or other communications, created, received, sent or stored over the telephone, e-mail ~~or~~ computer or other electronic systems of the City. Employees should understand that personal passwords, access codes, and hard disk drives should not be used; and do not in any manner alter these City rights, nor do they create any employee privacy rights or expectations. The City may monitor employee use of City equipment at any time at its discretion, with or without notice to the employee subject to its collective bargaining obligations. Employees should further understand that deleting or erasing material from the system might not in fact remove the material from the system.

c. Employees may not share or disclose ~~their~~ passwords issued or provided by the City or used by the City to any unauthorized person or use ~~their~~ such passwords for any unauthorized purpose.

d. The City owns any data used or created during working hours and working time and/or using City-owned electronic devices and equipment and on any personal electronic device or equipment when used for work-related tasks. Data may not be removed from the workplace and/or stored on personal electronic devices without the express written permission of the department head, Information Systems Manager and the City Manager. Copying data includes any replication of data, taking photographs or any other electronically displayed information.

5. CITY'S RIGHT TO AMEND ITS POLICY AND RULES.

The City may adopt and revise this policy and rules appertaining thereto as it may deem appropriate and necessary from time to time, as authorized by law. The City will adequately post revisions, but it is the user's responsibility to ensure that his/her use of the City of Newburgh computing and communication resources conforms to current policy.

6. SPECIAL INTERNET AND E-MAIL CONSIDERATIONS

- a.
 - (i) The City provides access to the Internet to some of its employees based upon the responsibilities of their position. The Internet represents a useful tool for the City in conducting its business, but like any other tool, it must be used properly. For purposes of this policy, the Internet includes any public electronic data communications network.
 - (ii) Internet e-mail offers ~~similar~~ capabilities similar to other e-mail systems, except that correspondents may be external to the City. External e-mail messages may carry one or more attachments. An attachment may be any kind of ~~computer~~data file, such as a word processing document, spreadsheet, software program, or graphic image.
 - (iii) Just as the City has an official Internet web site, so do other organizations. Most public web sites are “read only,” meaning that they permit a person who visits the site to read material posted on the wWeb site but not to leave a message. Other web sites permit visitors to establish continuing contact by leaving a message (the electronic equivalent of leaving your business card or a telephone message). The owner or operator of a private web site may record the information that a connection was made from the City. This can have important consequences to the City.
- b.
 - (i) Any and all use of the Internet and/or e-mail may be conducted solely in accordance with the terms and conditions of this Policy and Rules.
- c.
 - (i) No Violation of Copyright. Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the Internet. Employees are permitted to print out web pages and to download material from the Internet for informational purposes as long as the purpose for such copying is directly related to City business and as long as such copying falls into the category of “fair use” which is the term used to describe a legal standard defining what the law does and does not allow. Copying or disseminating material that is copyrighted is prohibited. Employees having any questions regarding such materials should contact the Corporation Counsel for guidance in advance of such copying.
 - (ii) There are Federal and State laws which protect the rights of persons who originate creative works. Such works can include writings, artwork, graphics, humor, music and so on. Any employee using such material without the permission of the owner may be in violation of such laws and may expose themselves and the City to liability. Such use, which would tend to or would result in a violation of the copyright, patent, trademark or any other laws, rules or regulations of the United States or of the State of New York; or would tend to or would expose the City to liability for same, is prohibited.
 - (iii) As a general rule, employees may not forward, distribute, copy, re-publish, download, upload elsewhere or incorporate into another work, material retrieved

from a web site or other external system. Very limited or “fair use” may be permitted by law in certain circumstances. Any employee desiring to reproduce or store the contents of a screen or Web site should contact the Corporation Counsel to ascertain whether the intended use is permissible.

d. Use of the [Internet and/or](#) World Wide Web includes all restrictions, which apply generally to the use of the City’s e-mail and other electronic [devices](#) and telephonic equipment, as noted above. In addition, the following rules apply with respect to Internet usage:

- (i) No Downloading of Non-Business Related Data. The City does not allow the download of files from the Internet. However, if a need to download files arises, ~~you~~[an employee](#) must receive prior permission from both ~~his/her~~[your](#) department head and from the City Information Systems Manager. [Elected Officials need only obtain permission from the Information Systems Manager.](#)
- (ii) No Downloading of Application Programs. The City does not permit the download or installation on City ~~computer~~[electronic devices or mobile devices](#) of application software from the Internet. The City does not permit the downloading of any program or information which may infiltrate, damage, alter, interfere with or otherwise harm the proper functioning of City systems; or which is unrelated to the conduct of City business. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard City applications.
- (iii) No Participation in ~~w~~[Web](#)-based Surveys without Authorization. When using the Internet with City equipment during the employee(s) workday, the user implicitly involves the City in his/her expression. Therefore, users should not participate in web or e-mail based surveys, interviews or chat rooms without authorization or permission of the department head.
- (iv) No use of Subscription-based Services without Prior Approval. Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the authorization of their department head and the City Manager [after approval from the Information Systems Manager. Elected Officials need only obtain permission from the Information Systems Manager.](#)
- (v) Remote Access to any systems of the City. Remote access to any systems of the City without proper advance authorization [by the Information Systems Manager and the department head](#) is prohibited. [Elected officials may request remote access to their City systems and accounts from the Information Systems Manager.](#)

7. SECURITY PRECAUTIONS.

a. The Information Systems Manager has overall responsibility for establishing the security standards for City-issued electronic and mobile devices. The Information Systems Manager will:

- (i) Procure all City of Newburgh-owned electronic and mobile devices for City of Newburgh issuance and approve the types of personally owned devices that will be used.
- (ii) Assure that City of Newburgh issued electronic and mobile devices are available for staff members with job functions that are mission critical to City of Newburgh operations, or that protect the safety and security of City of Newburgh staff.
- (iii) Provide for the distribution, operation, and administrative support of issued electronic and mobile devices.
- (iv) Maintain an inventory of City of Newburgh electronic and mobile devices by serial number, user's office, user's name, and service start/end dates.
- (v) Maintain an inventory of licenses for City of Newburgh owned software installed on each City of Newburgh-owned electronic and mobile device.
- (vi) Establish and maintain security configurations for all City-issued electronic and mobile devices, including patching and upgrading of software/firmware.
- (vii) Establish a timetable for replacement of obsolete City-issued electronic devices and equipment and mobile devices.
- (viii) Establish security standards for electronic devices issued to the Elected Officials to maintain separate email and electronic device accounts and passwords for each elected official which cannot be linked or otherwise shared with other elected officials or employees.

b. To increase security, users shall take all necessary and appropriate measures to protect all City systems, electronic devices and equipment and the data and information which is stored therein and accessed and used thereby. Such measures shall include but not be limited to the following:

- (i) Users should log off of computer or electronic systems or take other appropriate precautions when ~~their computers~~ electronic devices are not in use for a significant period of time.
- (ii) Passwords and user accounts must not be "shared" with any unauthorized individual. Passwords may not be saved in websites or associated keychains, on system hard drives, on personal devices or any other non-approved location.
- (iii) All anti-virus and other protective measures shall be employed at all times that City systems are in use.
- (iv) Careless, reckless, malicious or intentional damage to City systems is prohibited.
- (v) Any violations by employees or non-employees of any provision or part of this policy shall be reported immediately to the department head and the City Manager.

b.c. Rules for Use of Personal Computers, [Mobile Devices and other Electronic Devices](#).
City employees, agents and volunteers, **SHALL NOT**:

- (i) Load software (screen savers, tutorials, application software, hardware, freeware, [open-source software](#), etc.) without prior written approval from your department head AND from the City's Information Systems Manager.
- (ii) Copy, download, lend or allow unauthorized use of or access to software owned and/or licensed for use by the City.
- (iii) Use, attach, load, apply, install or otherwise introduce into City systems personally owned and/or licensed software and/or hardware, [including USB drives, mobile phones and devices and other personal equipment](#).
- (iv) Install hardware or hardware drivers; and **SHALL NOT** relocate computer equipment [or electronic device](#) or swap equipment from one ~~PC~~ [electronic device](#) to another.
- (v) Exchange, or themselves take or allow others to take computer equipment, [electronic devices, ~~dis~~portable storage devices](#), software or any other City-owned property off of City premises or move or remove any City property without permission of the department head or City Manager. Requests to use any City-owned equipment or materials off-site must be made in writing and must be approved in advance by both the department head and the Information Systems Manager. [Elected Officials may remove portable electronic devices and portable storage devices from City premises as needed for the performance of their official duties](#).
- (vi) Act such as to accept and use or allow others the acceptance and use of computer hardware or software from other sources without the advance written authorization from the department head and the Information Systems Manager.
- (vii) Turn off anti-virus protection or change settings pertaining thereto.
- (viii) Change system settings (Network Neighborhood, Device Setup, E-mail Server options, Control Panel Regional Settings, etc.) or modify (delete or rename) system ~~icons~~ [files/programs/shortcuts](#) (My Computer, Network Neighborhood, Microsoft Word, etc.) from the main desktop screen.
- (ix) Act so as to use or allow others the use of e-mail and Internet browsing for other than City business.
- (x) Download from the Internet or open e-mail attachments that are ".exe" files unless the source, sender and/or originator has been properly verified.
- (xi) Use the Internet inquiry/download for inappropriate [or improper](#) content.

- (xii) Use media, such as ~~CDs or diskettes~~ portable storage devices, unless they have been checked for viruses by authorized and qualified City staff. Portable storage devices will be scanned automatically for viruses upon connection to City computers and electronic devices.
- (xiii) Share electronic device or mobile device ~~computer~~ passwords or access codes with any unauthorized person(s) at any time. Electronic device or mobile device ~~Computer~~ passwords are not to be stored or posted in any publicly accessible area nor kept among private office possessions in a manner that could lead to their exposure even with substantial effort and ingenuity. Information concerning or to the effect that any unauthorized person(s) know a password or access code(s) or other confidential information must be reported to the department head and to the City Manager immediately. Elected officials need only report unauthorized access to passwords and/or other confidential information to the Information Systems Manager. The City may require periodic changes of passwords at its discretion.
- (xiv) Fail to check any and all ~~floppy diskettes~~ portable storage devices or other media devices inserted into a computer or other electronic device for viruses. All users are required to notify the City's Information Systems Manager, the department head and the City Manager immediately if a virus is detected.
- (xv) Use or access any internet radio, television or other similar media station for any reason unrelated to city business or purposes.
- (xvi) Use any instant messaging client(s) or services, such as but not limited to AOL Instant Messenger, Yahoo Messenger, MSN Messenger, Google Talk, Google Hangouts, iMessage or others, unless prior written permission has been given therefore by both the department head and ~~e~~City Manager.
- (xvii) Use any free or promotional internet web-mail sites unless prior written approval is granted therefore by both the department head and the City Manager.

(xviii) Obtain prior authorization of the Information Systems Manager, department head and City Manager to alter or delete systems files.

ed. All City employees, agents and volunteers shall abide by the following:

- (i) ~~(i)~~ All authorized work-related data files (documents, spreadsheets, etc.) must be saved on the server (F: drive, G: drive or Z: drive) folders and not on the PC, mobile device, portable device or other electronic equipment. Storing files on the ~~PC~~ electronic device and/or hard drives is done at the risk of lost data. It is not the responsibility of Information Services to restore this information if there is an electronic device, mobile device, portable device or PC failure.
- (ii) Abide by the applicable New York State law governing the use of mobile devices and/or smartphones while driving.

~~(f)~~(iii) City electronic devices and/or equipment during non-working hours and may be used for work-related purposes in accordance with the other terms and conditions of this policy.

~~de.~~ Rules for Electronic Mail (E-mail & Internet):

~~a~~(i) The City's e-mail systems are City-owned property and are intended to be used for official City business only. All messages sent or received via e-mail are City property. It is against City policy to use e-mail for any unlawful endeavor.

(ii) Employer Rights -- The City reserves and intends to exercise the right to access and disclose contents of e-mail messages for any purpose, including but not limited to:

- Finding lost messages
- Providing assistance when an employee is out of the office or otherwise unavailable
- Evaluating the effectiveness of electronic mail
- Complying with an investigation into suspected unlawful acts
- Recovering from system failures or other emergencies
- Investigating suspected breaches of security or violation of City policies.

~~ee~~f. Usage Guidelines -- All users shall exercise restraint when sending very large files, and shall not unnecessarily or inappropriately send messages to a large number of recipients, thereby wasting City network resources.

~~ff~~g. When the City grants an employee an e-mail account, it is the responsibility of the employee to adhere to the following guidelines:

(i) E-mail messages must not involve personal sales or solicitation; must not be associated with any outside business activity; and must not ~~potentially embarrass the City or~~ violate any other City policy or department rules and regulations.

(ii) Chain letters and/or messages are prohibited and may be illegal and must not be transmitted through City e-mail at any time.

(iii) Region-Wide E-mail Messages -- E-mail sent to all members on a "Global Address List" generates a heavy burden on the computer systems and network that have to route and store them. In many cases global messages interrupt the work of a substantial number of people. All Global Address e-mail must be approved by the department head before it is sent.

~~eg~~h. Reporting of Security Violations: Any ~~employee~~individual suspected of unauthorized use of e-mail should be reported immediately to the department head and to the City Manager.

hi. Reporting Technical Issues: Technical assistance and support is handled by the City's IT Department. Employees will report technical issues affecting electronic devices and

equipment including device malfunctions and loss of data, within one (1) hour or as soon as practical after discovering a technical issue, device malfunction or data loss to the IT Helpdesk by calling 569-7345 or by emailing ithelpdesk@cityofnewburgh-ny.gov. Employees will request assistance with electronic devices, equipment and data from the IT Helpdesk by calling 569-7345 or by emailing ithelpdesk@cityofnewburgh-ny.gov.

ii. The City expects employees to protect their City-issued electronic devices and equipment from theft, damage, abuse and unauthorized use. Lost or stolen electronic devices or equipment shall be reported to the employee's department head, the IT Helpdesk by calling (845) 569-7345 or emailing ithelpdesk@cityofnewburgh-ny.gov and the Information Systems Manager within one (1) hour or as soon as practicable after the employee discovers the electronic device or equipment is missing. The Information Systems Manager will lock and disable the electronic device upon notification. A lost or stolen electronic device will be replaced a maximum of three times, subject to availability of electronic devices and funding. The City may discipline an employee or may seek reimbursement from the employee for the cost of the replacement of lost or stolen electronic device or equipment as permitted under this Policy and pursuant to applicable laws, rules, regulations and collective bargaining agreements.

8. **COMPLIANCE (ENFORCEMENT FOR VIOLATION(S)):**

a. Any violation(s) of this policy may result in potential disciplinary action, subject to applicable laws and collective bargaining agreements, under pursuant to the City's Employee Disciplinary Policy up to and including termination. Other ~~potential~~ possible disciplinary early actions ~~might be~~ may include but are not limited to:

- (i) Verbal and/or written counseling.
- (ii) ~~PC~~ Electronic devices will be "locked down" to run only authorized standard software or other limitations on ~~computer~~ electronic device use.
- (iii) Internet/Intranet access will be denied if improperly used.
- (iv) E-mail privileges may be revoked.

b. As a condition of employment and continued employment, employees are required to sign an "Electronic Communications and Telephone Communications Acknowledgment Form" attached to this policy and available from the City Manager's Office. New employees are required to sign this form on their first day of City employment.

c. Upon separation from the City, all employees are required to return all electronic devices and equipment issued by the City. The Information Systems Manager is responsible for the maintenance, protection or deletion of data contained on returned electronic devices and equipment. The Information Systems Manager is responsible for re-setting usernames and passwords. An employee's final paycheck will be held until all electronic devices and equipment are returned.

d. Elected Officials are expected to return all electronic devices and equipment issued by the City to the Information Systems Manager upon the expiration of term.

9. **INTERPRETATION AND INTEGRATION**

a. The City Manager, with the advice and in consultation with the Information Systems Manager and the Corporation Counsel, shall be responsible for official interpretation of this policy. Questions regarding the application of this policy should be directed to the Corporation Counsel.

b. This law and the policies, rules, terms and conditions hereof shall be interpreted and applied as provided under the laws of the United States and of the State of New York.

c. Should any part or portion of this policy be ruled invalid by any court or agency of competent jurisdiction, the remainder shall remain in full force and effect, as the sense thereof may permit.

d. Notwithstanding the above, nothing contained in this policy will supersede any relevant and/or applicable provision of any collective bargaining agreement to which the City is a party.

Acknowledgment to be signed by employee; user's responsibility.

I acknowledge that I have received a written copy of the Cyber/Electronic and Telephonic Communications Policy for the City of Newburgh. I understand the terms of this policy and agree to abide by them. I realize that the City of Newburgh security software may record and store for management use the electronic e-mail messages I send and receive, the Internet address of any site that I visit and any network activity in which I transmit or receive any type of file. I understand that any violation of this policy could lead to my dismissal from employment or even criminal prosecution.

Signature

Name (Printed)

Date

CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS
EMPLOYEE ACKNOWLEDGMENT FORM

I have read the City's "Cyber/Electronic and Telephonic Communications" policy and understand that I may bring any questions I have about the policy to my department head. I

understand that any violation of the policy will subject me to potential disciplinary action, subject to applicable laws and collective bargaining agreements, up to and including termination.

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of the City. I also understand that these systems, including the Internet, are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of the equipment or with the transmission, receipt, or storage of information in the equipment. I also understand the City strictly forbids using these systems for any unlawful purpose, including discrimination and/or harassment. I understand that I may not act in such manner as may intentionally, recklessly or carelessly cause harm or damage to City systems.

I agree not to use a password, code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to the City monitoring my use of its devices and equipment, as well as personal devices and equipment to the extent that they use the City's intranet/internet, at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in these systems, and listening to my voicemail messages in the ordinary course of business.

I understand that any violations of these rules, regulations and standards may be a violation of City policy, or of ethics, or of law. I agree to comply with these rules, regulations, standards and policy. Should I commit, or allow another to commit, any such violation, my privileges to use and access such systems may be restricted or revoked; and/or I may be subject to discipline up to and including termination, in addition to such other penalty as may be applicable under law, including but not limited to compensating and/or indemnifying the City for damages or loss.

_____ Name of Employee (Print Name)	_____ Name of Witness (Print Name)
_____ Employee's Signature	_____ Signature of Witness
_____ Date	_____ Date

PLEASE RETURN THIS FORM TO THE CITY CLERK AFTER SIGNING

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

May 18, 2017

Ms. Vanessa Bisone
Labor Relations Specialist
C.S.E.A. Local 1000, AFSCME AFL-CIO
568 Route 52
Beacon, NY 12508

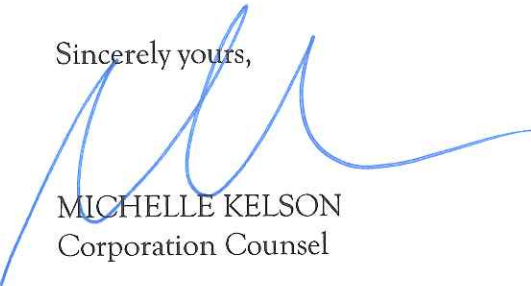
Re: The City of Newburgh with Civil Service Employees Association, Inc.
2017-2021 MOU

Dear Ms. Bisone:

Enclosed herewith is a copy of the fully executed Stipulation of Agreement between the City of Newburgh and the City of Newburgh Unit, Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, covering the period from January 1, 2017 through December 31, 2021.

Please contact me if you need additional assistance from my office.

Sincerely yours,



MICHELLE KELSON
Corporation Counsel

MK/dt
Enclosure

cc w/o enc.: Richard K. Zuckerman, Esq.

4/26/17

STIPULATION OF AGREEMENT made and entered into this ____th day of April 2017
by and between the negotiating committees for the City of Newburgh and the City of Newburgh
Unit, Orange County Local 836, Civil Service Employees Association, Inc., Local 1000,
AFSCME, AFL-CIO ("the Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at
the terms of a new collective negotiations agreement to succeed the one that expires on
December 31, 2016; and

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the
parties stipulate and agree as follows:

1. The provisions of this Agreement are subject to ratification by the Association's
membership, and ratification and approval by the City Council.
2. The signatories agree to recommend this Agreement for ratification/approval.
3. A copy of this original document has been furnished to representatives of the City
and the Association.
4. All proposals made by either party during the course of negotiations that are not
covered by this Agreement will be deemed dropped.
5. Housekeeping. Clean-up contract for any non-substantive grammatical and
spelling errors and delete expired language.
6. Recognition (Article I(1)). Effective on the date on which this 2017-2021
Agreement is fully ratified and approved, the titles of Director of Community Development and
Economic Development Specialist will be added to the bargaining unit. The Union will then
promptly notify PERB of its withdrawal of Case No. C-1474.

4/26/17

7. Recognition (Article I(1)). Effective on the date on which this 2017-2021 Agreement is fully ratified and approved, the titles of Director of Human Resources and I.T. Manager will be excluded from the bargaining unit.

8. Salary (Article III(A)(2)(A-D)).

Effective and retroactive to January 1, 2017, the annual salary rates will be increased by 1.5%. Effective January 1, 2018, the annual salary rates will be increased by an additional 1.25%. Effective January 1, 2019, the annual salary rates will be increased by an additional 1.25%. Effective January 1, 2020, the annual salary rates will be increased by an additional 1.25%. Effective January 1, 2021, the annual salary rates will be increased by an additional 1.25%.

9. Longevity (Article III(G)). Effective January 1, 2019, each longevity step will be increased by \$100. Effective January 1, 2020, each longevity step will be increased by an additional \$100. Effective January 1, 2021, each longevity step will be increased by an additional \$100.

10. Holidays (Article IV(A)). Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, add: "In order to qualify for holiday pay, employees must work on their last scheduled day before the holiday and on their first scheduled day after it. The City Manager or designee may, in his/her non-reviewable discretion and on a non-precedent setting basis, waive this provision for an employee who submits, on the first day on which the employee returns to work, a doctor's note explaining and excusing the employee's absence."

11. Sick Leave (Article VI(1)(A)(2)). Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, add to end of the first sentence "or if the CITY suspects that the employee is abusing sick leave; e.g., exhibiting a pattern of absences on the first or last days of the employee's regularly scheduled workweek, the days immediately before or

4/26/17

after a holiday or vacation period, or due to use of sick leave in excess of the unit average for the past three full calendar years.”

12. Health Insurance (Article VIII(2)(A)(v)(2nd paragraph)). Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, delete “continuous.”

13. Health Insurance (Article VIII(2)(A)(i-v)(1st paragraph)). Revise to read: “The CITY will continue to participate in the New York State Health Insurance Plan. All full-time employees will continue to complete two months of service with the CITY before becoming eligible for health insurance coverage. All employees who, as of the date on which the 2017-2021 Agreement is fully ratified and approved, are not contributing toward their health insurance premium will continue to not contribute toward their health insurance premium. All employees hired after the date on which the 2017-2021 Agreement is fully ratified and approved will contribute towards their health insurance as follows: Employees with up to and including five years of service will pay 15% of their health insurance premium. Employees with six up to and including 10 years of service will contribute 10% of their health insurance premium. Employees with 11 up to and including 15 years of service will contribute 5% of their health insurance premium. Employees with 16 up to and including 19 years of service will contribute 2.5% of their health insurance premium. Effective January 1, 2019, employees who are contributing toward their health insurance premium on the date on which the 2017-2021 Agreement is fully ratified and approved will contribute toward their health insurance premium at the same rate as for those employees hired after the date on which the 2017-2021 Agreement is fully ratified and approved unless they are paying less than the new hire percentage, in which case they will continue to pay the lesser rate until they reach the requisite years of service that will put them at the lesser rate.”

14. Retiree Health Insurance (Article VIII(2)(A)). Add: "All employees hired on or after the date on which the 2017-2021 Agreement is fully ratified and approved must have 20 years of service with the CITY in order to be eligible for retiree health insurance."

15. Dual Health Insurance Coverage (Article VIII(2)(A)). Effective January 1, 2017, revise to codify the practice that, when an employee is eligible for health insurance coverage through another CITY employee's plan, the employee and the other CITY employee must choose either two single plans or one family plan.

16. Health Insurance Waiver (Article VIII(2)(B) (3rd ¶)). Add: "Effective January 1, 2017, the employee may only return to the plan during the 12 month period due to a legally cognizable qualifying event."

17. Visitation Rights (Article XI(H)). Add: "Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, visitors will follow all Department visitor protocols."

18. Arbitration (Article XII(C)(Step 4)). Add to the end of the first paragraph: "Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, for all grievances not yet processed to arbitration, add: "If the grievance is not resolved at Step 3, the UNION will have 30 calendar days within which to submit the grievance to final and binding arbitration. The demand for arbitration will include a full and complete statement of the grievance presented and a citation to the contract clause the UNION claims to have been violated. Arbitration will be invoked by the UNION with notice to the City Manager and Corporation Counsel to be sent by, at a minimum, certified mail, return receipt requested. Within 10 business days of receipt of the UNION'S written notification that it is invoking arbitration, the City Manager or designee will assign the next available arbitrator from the parties' grievance arbitration panel. Arbitration will be conducted before a rotating panel comprised of the

4/26/17

following arbitrators: Steven Kasarda, Jay Siegel and David Stein. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review except that, if the panel contains fewer than two names for one or more months, then a party will have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through PERB as specified in the 2011-2016 Agreement. Arbitrators will be selected on a rotating basis in alphabetical order and written notification of the arbitrator selected will be sent out on a form to be prepared by the CITY. Arbitrations will be assigned to arbitrators in the order in which they are received by the City Manager. The City Manager's assignment of arbitrators will constitute a ministerial act, and will not constitute participation by the CITY in the arbitration for purposes of preventing the CITY from filing an application to stay arbitration pursuant to New York Civil Practice Law and Rules Section 7503. If the CITY elects to file an application to stay an arbitration, it must do so within 20 calendar days after its receipt of the UNION'S notice of demand for arbitration in accordance with the New York Civil Practice Law and Rules Section 7503."

19. City Grievances (Article XII(C)). Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, delete.

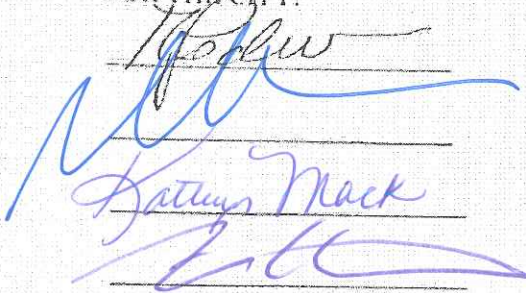
20. Fitness For Duty (Article XIII). Effective on the date on which the 2017-2021 Agreement is fully ratified and approved, all employees will be subject to drug and alcohol testing pursuant to the attached document.

21. Appendix E (Health Insurance). Delete (redundant).

4/26/17

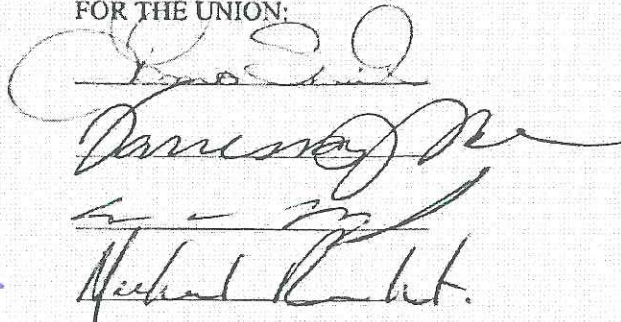
22. GPS. Add, pursuant to the parties' November 17, 2016 Agreement: "The City reserves the right to install and utilize GPS technology on employer-owned equipment to monitor employee activities while at work. Data received from the utilization of this technology may be used in disciplinary proceedings solely as supporting evidence."

FOR THE CITY:



Michael Mack

FOR THE UNION:



Michael Mack

4/26/17

DRUG AND ALCOHOL TESTING - The City will conduct reasonable suspicion testing and random (suspicionless) testing for drugs and alcohol utilizing the procedures set forth below. In addition, in the event that an employee is in an accident in a City-owned vehicle, the City will have the right to conduct an immediate drug and alcohol test utilizing the procedures set forth below.

A. Policy – It is the policy of the City to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The parties recognize that the use and possession of these substances constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this Article is to formalize a City policy that prohibits the use, possession, sale, delivery or being under the influence of illegal substances and/or drugs and/or alcohol while on duty.

B. Definitions

1. The term “Drug” includes controlled substances as defined in the New York State Penal Law and steroids and marijuana as defined in that Law.
2. The term “Drug Abuse” includes the use of a controlled substance or marihuana that has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the City.
3. The term “Alcohol Abuse” will be a test result of 0.04 or greater.
4. Random Employee Selection Sheet: A computer-generated list of randomly selected employees identified by employee I.D. numbers.
5. Computer Control Sheet: A computer generated list of all employees contained within the random drug/alcohol test data base.

C. Procedure

1. Whenever employees obtain information or suspect that another employee may be abusing drugs or alcohol, they will immediately notify their Department Head, in writing.

2. Refusal to submit. The refusal by an employee to submit to a drug or alcohol test or the adulteration of the test by the employee pursuant to the provisions of this order may result in immediate suspension and subsequent disciplinary action that may include dismissal from City employment pursuant to CBA Article VII and applicable law.

3. Testing Procedures

a. Employees will only be required to submit to testing as set forth in this procedure.

b. Determination of Reasonable Suspicion: The persons designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing will be any department head, assistant/deputy department head, Commissioner, or Deputy Commissioner, attorney or the City Manager, of the City provided that they are trained pursuant to this policy.

c. Documentation of Reasonable Suspicion: When the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for a violation of this policy then, following the Union's or the Employee's request, the City will document the facts contributing to and forming the basis for the reasonable suspicion.

d. Every reasonable effort will be made to maintain employee confidentiality. In order to ensure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff. Sample taking will not be conducted,

4/26/17

or otherwise interfered with by the City or any employee's representative. Samples will never be handled or tampered with by the City or any employee's representative. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the employee's written consent.

e. Each employee being tested will present proper photographic identification at the test location.

f. Each employee being tested may consult with and be accompanied by a Union representative, who may confer with and advise the employee before and after the collection process, but will not participate in or interfere with the process in any way. The representative will be given reasonable advance notice of when the testing will occur so that he or she may attend. However, the collection process will not be delayed because the representative is unavailable. The City will notify the employee in writing of the right to Union representation at the time of notification for testing.

g. Prior to testing, each employee will list all medications ingested during the preceding 10 calendar days. The employee may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list will be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Union President or designee.

h. There will be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is permitted. This individual will be a person of the same gender as the employee providing the sample.

i. Testing will be performed by a laboratory licensed or certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS). Two separate containers supplied by the testing lab will be prepared by each employee being tested. Each container will have a code number and date of collection affixed. The specimen will be divided into two samples at the time of collection and will be sealed and initialed in the presence of the employee.

j. The laboratory administering the test will assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

k. Initial alcohol screening will be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EBT"). The employee will be asked to forcefully blow into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, then the employee will be immediately sent for a medical evaluation for verification of the claim. Absence of verification will be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the first test result is negative, no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

l. Initial drug screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

m. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. In order to be defined as a "positive" result, the initial and/or confirmatory test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

n. Any employee whose test results in a positive report may, within five business days of receiving notification of the result, request in writing to the City Manager that the second sample be made available for retesting at a licensed/certified laboratory from a list of laboratories supplied by the City. The City will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

o. Employees who are subject to random drug and alcohol testing will report for testing upon notification if on duty, or on their next scheduled working shift if not on duty.

p. Selection of employees to be selected on a random basis will be performed by a computer program that will randomly select the employee number of those to be tested. The random selection of an employee will not result in that employee's number being removed from the selection process. Upon request, the City will provide the Union with a list of all employees actually tested based upon a specific selection, as well as the relevant computer-generated list.

q. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS and witnessed by the designated City representative, as well as a representative designated by the Union. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

r. The selection process will not be delayed due to the unavailability of the Union representative.

s. An employee selected will be notified and ordered to report for testing. Employees will not be given any advance notice of randomly scheduled tests. The Union President will be permitted to review the list of employees selected for testing and the computer control sheet after all selected employees have been tested.

t. Employees will not be recalled to duty for random testing on their regularly scheduled days off or if the employee is on authorized leave.

u. All random employee selection sheets and corresponding computer control sheets will be maintained in the office designated for that purpose by the City.

v. Removal Based on Behavior or Appearance Alone: Whenever no approved testing devices are available and the City removes the employee from work based only on behavior or appearance the City may assign the employee to duties within the employee's job description or send the employee home.

w. An employee will be exempt from a drug test if at the time of selection for that particular test the employee is unavailable due to: (i) vacation; (ii) injury; (iii) sickness; (iv) military leave; (v) bereavement leave; (vi) jury duty; (vii) personal leave; (viii) compensatory time; or (ix) mutual exchange.

4. Results of Tests

Employees who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the employee.

5. Confidentiality

The test results and/or other records released are to be used solely by the City to carry out its obligations pursuant to the drug/ alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be accessed by a Council Member if designated for that purpose, the City Manager, and the Corporation Counsel, and/or their designated medical experts, or others authorized by the Corporation Counsel for the purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the City will provide written notification to the employee listing the records released and to whom the records were released. Except as required by law, the City will redact all personally identifying information except the employee's ID number.

6. Positive Test Results

a. All positive test results will be reviewed and verified by a qualified Medical Review Officer (MRO) designated by the certified laboratory as designated by the City. The Medical Review Officer will examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the employee, who may be accompanied to the interview by an attorney or Union representative, review the employee's medical history or review any other relevant biomedical factors. If the MRO objects, the attorney or representative may not sit in during the interview. In this case, the employee may stop the interview at any time for the purpose of consulting with the attorney or representative, provided that no unreasonable delay results in conducting or continuing the interview. If the employee provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical

4/26/17

explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the City.

b. Positive Alcohol Test: Employees who test positive for the use of alcohol, after being interviewed by the MRO, will be relieved of duty consistent with the CBA and applicable law. The City retains the right to discipline an employee who tests positive for alcohol with a BAC of .04 or greater up to and including dismissal. In the sole discretion of the City, employees who test positive for the use of alcohol who do not have a history of alcohol abuse may be referred to the EAP.

c. Positive Drug Test: Employees who test positive for the use of drugs, after being interviewed by the MRO, will be relieved of duty. The City retains the right to discipline an employee who tests positive for drug use up to and including dismissal. In the sole discretion of the City, employees who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

d. Discipline for Positive Test Results: Subject to the restrictions of this policy, the City has the right to discipline employees who test positive for drug or alcohol use.

e. Voluntary Treatment: An employee may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. An employee who voluntarily seeks treatment for substance abuse under the auspices of the EAP will immediately notify the EAP of the desire to participate in the program. The employee and the representative of the EAP will meet as soon as possible for purposes of discussion on entrance into the program. Any employee who has voluntarily sought treatment will not be subject to any disciplinary action for that reason.

4/26/17

f. **Return to Work.** An employee who enters and successfully completes a rehabilitation program will not be entitled to enter another rehabilitation program if the employee tests positive within five years of the previous positive test, unless the City otherwise agrees.