



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
January 5, 2017
6:00 PM

Work Session Presentations

1. A Presentation will be given by Rae Liener from United Way

Engineering/Ingeniería

2. Lake Drive Bridge Replacement Design Proposal
Resolution Authorizing the City Manager to accept a Proposal and Execute an Agreement with Hudson Valley Engineering Associates, P.C. for Design Services for the Lake Drive Bridge Replacement Project at a cost of \$364,949.00. (Jason Morris)
3. Sunset Ridge Subdivision Bond Reduction
Resolution reducing the fixed amount to be provided in the form of a public improvement performance security to be posted by the owner/sponsor of the Sunset Ridge Subdivision Project. (Jason Morris)

Planning and Economic Development/Planificación y Desarrollo Económico

4. Authorizing the Extension of Time to Close Title on 70 Liberty Street WH
Resolution Authorizing the Extension of Time to Close Title on the Property Located at 70 Liberty Street WH (Section 48, Block 5, Lot 35) Sold at Private Sale to Lamont D. Staples. (Michelle Kelson)
5. Discharge of Judgments - 254 Liberty Street
Resolution Authorizing the City Manager to execute a Satisfaction of Judgment for property located at 254 Liberty Street. (Michelle Kelson)
6. Authorizing the Execution of a Release of Covenants from Deed to 5 Hillcrest Place
A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-entry from a Deed Issued to Hefla and Letitia J. Myers to the Premises Known as 5 Hillcrest Place (Section 21, Block 2, Lot 6) (Michelle Kelson)
7. Resolution of Support for Orange County's Grant Application for EPA's Community-Wide Brownfields Assessment Grant
Resolution of the City Council of the City of Newburgh expressing continuing support for the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a phase II assessment of the property known as the Diamond Candle Factory site located in the Town of New Windsor. (Deirdre Glenn)
8. Purchase of 20 Pierces Road, Unit 40

A resolution to authorize the conveyance of real property known as 20 Pierces Road, unit 40 (Section 53, Block 1, Lot 1.40) at private sale to Eugenio Nevarez & Jose Luis Nevarez for the amount of \$38,555.00. (Deirdre Glenn)

9. Purchase of 585 South Street

A resolution to authorize the conveyance of real property known as 585 South Street (Section 14, Block 2, Lot 6.1) at private sale to Junior Thomas & Juwel Isaac for the amount of \$55,720.00. (Deirdre Glenn)

10. Purchase of 257 Liberty Street

A resolution to authorize the conveyance of real property known as 257 Liberty Street (Section 18, Block 8, Lot 1.1) at private sale to Lauren Maples for the amount of \$12,000.00. (Deirdre Glenn)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. 123 Grand Street -- Rep. Maloney District Office Lease

Resolution Authorizing the City Manager to enter into a Lease Amendment with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street for a term of two years in the amount of \$2,000.00 per month. (Michelle Kelson)

12. Parking Lease Agreement for Ferry Commuters

Resolution Authorizing the City Manager to execute an Agreement of Lease with RBG of Newburgh LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters. (Michelle Kelson & Katie Mack)

13. MOU with Metro-North

A Resolution authorizing the City Manager to execute a Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service.

Fire Department / Departamento de Bomberos

14. Declaring a 1990 Suburban Vehicle to be Surplus Equipment

Resolution Declaring a 1990 Suburban Vehicle Designated as VIN Number 1GNEV16KXLF177394 to be Surplus Equipment. (Assistant Chief Ahlers)

Old Business Discussion/ Discusion de Negocios Viejos

15. Presentation from Shot Spotter

16. Resolution No. 336 - 2016 - Contract Agreement to Acquire Shot Spotter

Resolution Authorizing the City Manager to Execute an Agreement with SST, Inc. for ShotSpotter Flex Gunfire Location, Alert and Analysis Services for the City of Newburgh Police Department. (Michael Ciaravino & Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar un Acuerdo con "SST, Inc." Para Ubicación de disparos "ShotSpotter Flex", Servicios de Alerta y Análisis para el Departamento de Policía de la Ciudad

de Newburgh. (Michael Ciaravino & Deirdre Glenn)

Discussion Items/Temas de Discusión

17. Cat Issue
(City Council)

Executive Session/ Sesión Ejecutiva

18. Pending litigation

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
HUDSON VALLEY ENGINEERING ASSOCIATES, P.C. FOR ENGINEERING SERVICES
FOR THE LAKE DRIVE BRIDGE (BIN No. 2223630) REPLACEMENT PROJECT AT A
COST NOT TO EXCEED \$364,949.00**

WHEREAS, the Lake Drive Bridge has been Red Flagged for structural deficiencies by the New York State Department of Transportation; and

WHEREAS, the City of Newburgh has funding allocated in the Transportation Improvement Program (TIP) in project PIN#8761.39 for the replacement of this bridge; and

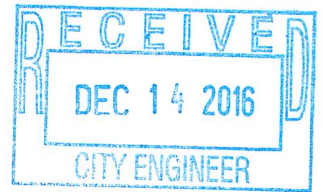
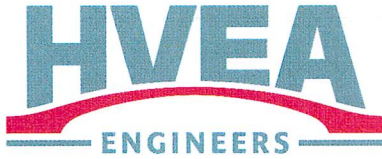
WHEREAS, the City of Newburgh has proceeded with the RFQ process for selecting a design consultant in accordance with the Federal Aid process and wishes to accept a proposal and execute an agreement with Hudson Valley Engineering Associates, P.C. for engineering services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630) Bridge Replacement Project (the "Project"); and

WHEREAS, the proposal includes preliminary design, right-of-way incidentals, final design and construction support consistent with the requirements of the New York State Department of Transportation and federal regulatory agencies for federal-aid local projects; and

WHEREAS, the cost of the services shall not exceed \$364,949.00 with funding to be derived from the 2016 BAN—H1.5110.0208.8102.2016 which funding shall be reimbursed through the TIP program via project PIN#8761.39; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed 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 Hudson Valley Engineering Associates, P.C. for engineering services related to the Lake Drive over the Quassaick Creek (BIN No. 2223630) Bridge Replacement Project at a cost not to exceed \$364,949.00.



December 9, 2016

Mr. Jason Morris, P.E.
City of Newburgh Engineer
City Hall
83 Broadway
Newburgh, New York 12550

**Re: City of Newburgh
PIN 8761.39 – Lake Drive over Quassaic Creek (BIN 2223630) Bridge Replacement**

Dear Mr. Morris:

Enclosed please find two copies of our contract proposal for the design of the Lake Drive Bridge Replacement project. The contract employs the NYSDOT's recommended language for federal-aid local projects.

Please review and if you find the proposal acceptable return one fully executed copy for our records.

Thank you very much for this assignment. We look forward to working with you and the City.

Sincerely,

HVEA Engineers

by Mia K. Nadasky
Mia K. Nadasky, P.E.

Encs. (2)

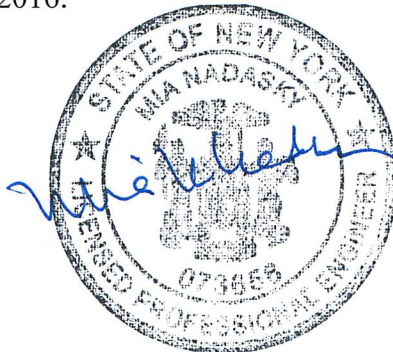


CERTIFICATION of Consultant Contract Costs

City of Newburgh
Lake Drive/Quassaick Creek Bridge Replacement
PIN 8761.39

I, Mia K. Nadasky, principal with HVEA Engineers, hereby certify that to the best of my knowledge and belief:

- ☐ the salary rates and overhead multiplier used in the contract between (name of administering agency) and HVEA Engineers conform to the most recent certified salary roster submitted by HVEA Engineers to the NYSDOT on (date).
- ☐ the salary rates and overhead multiplier used in the attached contract between (name of administering agency) and HVEA Engineers are the lowest salary and overhead rates that HVEA Engineers charges clients for similar services. (Applies only to services provided by the consultant valued at less than \$250,000.00.)
- ☒ the salary rates and overhead multiplier used in the contract between the City of Newburgh and HVEA Engineers conform to the firm's audited overhead rate and to the Certified Salary Roster submitted to the NYSDOT on May 3, 2016.



Mia K. Nadasky
Signature

12/9/16
Date

Architectural/ Engineering Consultant Contract

PIN (s) 8761.39 Municipal Contract No. _____

Agreement made this _____ day of _____, _____ by and between

City of Newburgh

(Municipal Corporation)

Having its principal office at 83 Broadway, Newburgh, New York 12550 (the "**Municipality**")

and

HVEA Engineers with its office at 560 Route 52, Beacon, New York 12508

(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract as **Lake Drive/Quassaick Creek Bridge Replacement** (as described in detail in Attachment A annexed hereto, the "Project") the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, _____, is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Contract";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** – Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Sponsor with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Sponsor.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

☒ 3.3 Lump Sum Cost Plus Reimbursables Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	A Lump Sum paid to Consultant for the scope of services hereunder, unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A Lump Sum of \$364,949.	The Consultant shall be paid in monthly progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the Sponsor's representative.
ITEM II	Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Contract; all subject to audit.	- Actual costs incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. - All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. - For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$71,100.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Sponsor:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 In order to enable the Sponsor to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Sponsor will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Sponsor from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Contract or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Sponsor of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Sponsor on a monthly basis or such alternative interval as the Sponsor directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Sponsor all assistance required by the Sponsor. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Contract for the additional services above described, the Sponsor's directions shall be exercised by the issuance of a separate Contract, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Contract.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Sponsor from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Contract shall create or give to third parties any claim or right of action against the Sponsor beyond such as may legally exist irrespective of this Article or this Contract.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Contract. The CONSULTANT shall supply any certificates

of insurance required by the Sponsor and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Sponsor or existing in the offices of the CONSULTANT shall be made available to the other party to this Contract without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Sponsor may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Sponsor of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this contract.

ARTICLE 13. TERMINATION

The Sponsor shall have the absolute right to terminate this Contract, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Sponsor - if a termination is brought about for the convenience of the Sponsor and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Sponsor's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Sponsor, of the total amount of work contemplated by the PROJECT CONTRACT.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Contract, and the Sponsor shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Contract may be canceled or terminated if any work under this Contract is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Sponsor by reason hereof, and that he 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 Sponsor, including but not limited to Worker's

Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Contract or of his right, title or interest therein, or his power to execute such Contract, to any other person, company or corporation, without the previous consent in writing of the Sponsor.

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the Sponsor.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Sponsor.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other

payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor 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.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Sponsor may in certain circumstances, provide compensation for such work.
- B. Neither the Sponsor's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Sponsor in accordance with applicable law for all damages to the Sponsor caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering;
or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the New York State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (see 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA. At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

ARTICLE 31. MISCELLANEOUS

31.1 *Executory Contract.* This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Sponsor beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Contract effective the day and year first above written.

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: <u>Mia K. Nadasky</u>
Date: _____	Date: <u>12/14/16</u>

For the Sponsor:

STATE OF NEW YORK

SS:

COUNTY OF ORANGE

On this ____ day of _____, _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

For the Consultant:

STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

On this 14 day of December, 2016 before me, Mia K. Nadasky, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the Somers, New York; that he/she is the Principal of HVEA Engineers, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Consultant.

Diane E. Butler

Notary Public, DUTCHESS County, N.Y.



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Federal-Aid Requirements for Architectural/ Engineering Consultant Supplement

ARTICLE A. DOCUMENTS FORMING THIS AGREEMENT

The contract must include the documents forming the contract between the Sponsor and the Consultant. The following will be included in the contract:

- Agreement Form - "Municipal Consultant Contract";
- Project Description and Funding;
- Scope of Services;
- As applicable, Staffing Rates, Hours, Reimbursables and Fee;
- Federal-Aid Requirements for Architectural/Engineering Consultant Supplement.

ARTICLE B. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Sponsor shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based the methods designated and described in this contract. Compensation methods must be clearly documented in the contract. Compensation methods available are Cost Plus Fixed Fee Method, Specific Hourly Rate Method, and Lump Sum Cost Plus Reimbursables Method.

ARTICLE C. INSPECTION

The duly authorized representatives of the Sponsor, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE D. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT CONTRACT and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required from the Federal Highway Administration.

ARTICLE E. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This contract shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this contract, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this contract. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this contract in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Sponsor at the time of execution of this contract.

ARTICLE F. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Sponsor, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE G. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Sponsor shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE H. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE I. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Contract, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE J. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE K. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Sponsor Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and Title VI of the Civil Rights Act of 1964, as amended, and any other State and Federal Statutory and constitutional non-discrimination provision, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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. CONSULTANT 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.

ARTICLE L. CERTIFICATION REQUIRED BY 40 CFR 111506.5(c)

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE M. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE N. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Sponsor and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE O. PROMPT PAYMENT.

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor 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.

APPENDIX A-2 IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

City of Newburgh
Lake Drive/Quassaick Creek Bridge Replacement
PIN 8761.39

December 2016
A/E Consultant Agreement
Preliminary and Final Design

Attachment A

Project Description and Funding

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Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 8761.39
BIN:

Term of Agreement Ends: December 31, 2018

☒ Main Agreement ☐ Amendment to Contract [add identifying #] ☐ Supplement to Contract

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW Incidentals ☒ ROW Acquisition
☒ Construction, C/I, & C/S (Supplemental)

PROJECT DESCRIPTION:

Preliminary and Final Design of:

Lake Drive/Quassaick Creek Bridge Replacement

Project Location:

City of Newburgh, Orange County

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$364,949

Footnotes:

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City of Newburgh
Lake Drive/Quassaick Creek Bridge Replacement
PIN 8761.39

December 2016
A/E Consultant Agreement
Preliminary and Final Design

Attachment B

Task List

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Section 1 - General

1.01 Project Description and Location

Project Name: Lake Drive/Quassaick Creek Bridge Replacement

PIN: 8761.39

Project Description: The project will remove the two existing corrugated metal arch culverts and replace them with a precast bridge structure to carry both vehicles and pedestrians along Lake Drive over the Quassaick Creek. The replacement of these structures will also allow reestablishment of the stream bed and resulting aquatic habitat of the Quassaick Creek through the structure.

Project Limits: Lake Drive, approximately 305 +/- feet west of Lake Street to approximately 398 +/- feet west of Lake Street

Sponsor: City of Newburgh

County: Orange

The anticipated start date of preliminary design – January 15, 2017

The letting date – May 30, 2018

The construction completed date – November 30, 2018

The anticipated design costs - \$0.365M

The anticipated ROW acquisition costs - \$0.130M

The anticipated construction costs – \$1.450M

1.02 Project Manager

The **Sponsor's** Project Manager for this project is **Jason Morris, P.E.**, who can be reached at **(845) 569-7448**.

All correspondence to the **Sponsor** should be addressed to:

Jason Morris, P.E.
City Engineer
City Hall
83 Broadway
Newburgh, New York 12550
845.569.7448

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a C List action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II. The City of Newburgh will be the lead agency.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7, 8 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's Project Manager**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report.¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual² including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the PLAFAP those listed in the PLAFAP take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

² <https://www.dot.ny.gov/plafap>

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey **250 feet** east and west of the centerline of the structure. The survey will be aligned in the state datum.

B. Stream Survey

The **Consultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the Quassaick Creek. Cross-sections will be taken every 25 feet for a distance of 200 feet upstream and downstream of the structure.

C. Supplemental Survey

The **Consultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current.

C. Standards

Survey will be done in accordance with the standards set forth in the NYSDOT Land Surveying Standards and Procedures Manual³ and in accordance with local standards described in Section 10 of the SOS..

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 40 scale mapping with 2 foot contour intervals from terrain data provided by the **Sponsor** and obtained by the **Consultant**.

The **Consultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

2.03 Determination of Existing Conditions

³ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

2.04 Accident Data and Analysis

The **Sponsor** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits

The **Consultant** will prepare collision diagrams and associated summary sheets for accidents involving pedestrians and bicyclists, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Consultant** will provide traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the *NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*⁴.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's *Highway Capacity Manual* at mainline and intersection locations within the project limit to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel periods.

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

⁴ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in the Section 3.4 of the *NYSDOT Bridge Manual*⁵.

2.11 Pavement Evaluation

The **Consultant** will take pavement cores to determine the depth of existing asphalt on Lake Drive.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Sponsor** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **Sponsor's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.

⁵ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **Sponsor** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the **Sponsor** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the "Locally Administered Federal Aid Procedures Manual."
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads.
- Right-of-way acquisition requirements.
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 100 scale plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a “**Design Report.**”

The **Sponsor** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT *Project Development Manual (PDM)*.⁶

The **Consultant** will submit 2 copies of the Draft DAD to the **Sponsor** for review. The **Sponsor** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A Public Information Meeting(s)

The **Sponsor** will hold public information meeting(s) with advisory agencies, local officials, and citizens. The **Consultant** will prepare a discussion of the project and conduct the meeting. The **Sponsor** will arrange for the location of public information meeting(s). The **Sponsor** will be responsible for providing appropriate notification.

3.07 Preparation of Final Design Approval Document (DAD)

The **Sponsor** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will

⁶ <https://www.dot.ny.gov/divisions/engineering/design/dgab/pdm>

incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit 2 copies of the Final DAD to the **Sponsor** for review. The **Sponsor** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Sponsor** will submit 1 copy of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Sponsor** will grant or obtain, from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the Federal Environmental Approval Worksheet (FEAW), and forward the completed worksheet to the **Sponsor** for forwarding to NYSDOT (with the Final DAD) for a final NEPA determination. The FEAW need not be completed for projects assumed to be Class I or III actions.

The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The **Consultant** will assist the **Sponsor** in complying with SEQRA (6 NYCRR Part 617). The **Sponsor** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting Environmental Assessment Form(s) (Short EAF).

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water

- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the PLAFAP Manual and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDOT Highway Work Permit
- Article 24 Freshwater Wetlands Permit
- Article 25 Tidal Wetlands Permit
- FHWA Executive Order 11990 Wetlands Finding
- U.S. Coast Guard Section 9 Permit
- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit
- Safe Drinking Water Act Section 1424(e)
- Migratory Bird Treaty Act
- Coastal Zone Consistency
- Scenic, Wild and Recreational Rivers

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **Sponsor**.

5.02 Right-of-Way Survey

The **Consultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Sponsor** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Sponsor**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the PLAFAP Manual.

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies).

5.08 Appraisal Review

The **Sponsor** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of "just compensation" to the **Sponsor**. The **Sponsor** must set the value of just compensation prior to offers being made to the property owners.

5.09 Negotiations and Acquisition of Property

Property offers must not be made until authorization is granted to the **Sponsor** by the NYSDOT.

The **Consultant** will negotiate with property owners for the acquisition of their property, including completion of all documents required by the **Sponsor** in order to obtain the property.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

The **Consultant** will prepare and submit to the **Sponsor** a Preliminary Bridge Plan in accordance with the *NYSDOT Bridge Manual*.⁷ For each bridge, the **Consultant** will prepare and submit to the **Sponsor** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be **90%** complete.

As part of this task the **Consultant** will prepare templated cross sections at 50 foot intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.⁸

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Sponsor** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the *PLAFAP Manual*.

⁷ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

⁸ https://www.dot.ny.gov/divisions/engineering/design/dgab/hdm/hdm-repository/Chapt_21.pdf

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval, the **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.

Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual.

Section 8 - Construction Support

To be added to the Consultant Agreement by Supplemental Agreement.

Section 9 - Construction Inspection

To be added to the Consultant Agreement by Supplemental Agreement.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate 8 meetings during the life of this agreement. Assume 4 hours per meeting.

Estimate 12 cost and progress reporting periods will occur during the life of this agreement. Assume 1.5 hours per report. |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.

Survey will be based on NYS Plane.

Estimate 10 accidents will require analysis.

Traffic data will be based on available traffic counts from the City and NYSDOT

Estimate 4 soil borings will be taken.

Estimate 6 pavement cores will be taken. |
| Section 3 | Estimate 3 concepts will be evaluated.

Estimate 2 design alternatives will be analyzed in addition to the null alternative.

Estimate 1 cost estimate plus 2 updates will be required.

Estimate 0 bridges will be rehabilitated.

Estimate 1 public meeting will be held. |
| Section 4 | Assume project is a NEPA "C List" requiring the Federal Environmental Approval Worksheet

Project will be a SEQR Type II Action requiring at most a Short EAF.

Estimate 3 permits will be required.

A Section 106 (SHPO) determination package will be required.

USFWS Section 7 and NYSDEC Heritage Program consultation will be required. |

A Habitat Assessment will be required. Detailed habitat studies will not be required.

Section 5

Estimate 3 properties will require title searches.

Estimate 3 taking maps will be required.

Estimate 0 public hearings.

Estimate 0 administrative settlements.

Estimate 0 condemnations.

Section 6

Detailed Design or Final Design

Final Design will include but not be limited to:

- Development bridge, sidewalk, and drainage plans.
- Highway design.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate 1 cost estimate(s) plus 2 updates will be required.

Estimate 1 bridges will be replaced and 0 will be rehabilitated.

Estimate 4 utility companies and 0 railroad agencies will be affected.

Section 7

Estimate 4 copies of the final contract bid documents will be needed for Sponsor and NYSDOT. The Sponsor shall be responsible for additional paper copies to bidders. The Consultant will provide CD's containing the project documents.

City of Newburgh
Lake Drive/Quassaick Creek Bridge Replacement
PIN 8761.39

December 2016
A/E Consultant Agreement
Preliminary and Final Design

Attachment C

Staffing Rates, Hours, and Estimated Direct Non-Salary Costs

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Salary Schedule

	ASCE (A) OR NICET (N)	AVERAGE HOURLY RATES		OVERTIME
		PRESENT	PROJECTED	CATEGORY
JOB TITLE	GRADE	Dec-2016	Jul-17	
Principal-in-Charge	VIII (A)	\$73.50	\$73.50	A
Project Manager	VI (A)	\$73.50	\$73.50	A
Project Engineer	IV/V (A)	\$52.82	\$53.88	B
Design Engineer	III (A)	\$42.06	\$42.90	C
Staff Engineer	I/II (A)	\$30.56	\$31.17	C
CAD Operator/Detailer	I/II (A)	\$24.50	\$24.99	C

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Staffing Worksheet

Section	Task	Principal in Charge	Project Manager	Project Engineer	Design Engineer	Staff Engineer	CAD Operator
Preliminary Design							
SECTION 1 General	1.05 Project Familiarization		8	8	8	8	
	1.06 Meetings		32	32	32		
	1.07 Cost and Progress Reporting		18				
	1.10 Subconsultant Coordination		4	12			
	1.11 Subcontractors						
	Subtotal, Section 1	0	62	52	40	8	0
SECTION 2 Data Collection and Analysis	2.01 Design Survey						80
	2.02 Design Mapping						
	2.03 Determination of exist. Conditions			4	8	40	
	2.04 Accident Data and Analysis			8	16	24	
	2.05 Traffic Counts (flow diag.)					16	
	2.06 Capacity Analysis					16	
	2.07 Future Plans						
	2.08 Soil Investigations				8		
	2.09 Hydraulic Analysis			8	40	40	40
	2.11 Pavement Evaluation				4		4
	Subtotal, Section 2	0	0	20	76	136	124
SECTION 3 Preliminary Design	3.01 Design Criteria, identify nonstandard features			2			
	3.02 Development of Alternatives		4	40	80	80	100
	3.03 Cost Estimates			8	40	60	
	3.04 Preparation of Draft DAD		8	24	80	80	
	3.05 Advisory Agency Review						
	3.06 Public Information Meeting		8	16	24	40	
	3.07 Preparation of Final DAD		4	24	40	40	
	Subtotal, Section 3	0	24	114	264	300	100
SECTION 4 Environmental	4.01 NEPA Classification			2	4		
	4.02 SEQRA Classification			2	8		
	4.03 Screenings and Prelim. Invest.			4	40	40	
	4.04 Detailed Studies and Analyses						
	4.05 Permits and Approvals			16	80	80	
	Subtotal, Section 4	0	0	24	132	120	0
Subtotal, Preliminary Design:		0	86	210	512	564	224
Direct Technical Labor, Prelim. Design:		\$0.00	\$6,321.00	\$11,092.20	\$21,534.72	\$17,235.84	\$5,488.00
ROW Incidentals							
SECTION 5 Right-of-Way	5.01 Abstract Request Map/Title Search						
	5.02 Right-of-Way Survey						
	5.03 Right-of-Way Mapping			8	24		
	5.04 Right-of-Way Plan			4	16		
	5.05 Right-of-Way Cost Estimates				4		
	5.06 Public Hearings/Meetings						
	5.07 Property Appraisals				4		
	5.08 Appraisal Review				2		
	5.09 Negotiations and Acquisition of Prop.			40	40		
	5.10 Relocation Assistance						
	5.11 Property Management						
	Subtotal, Section 5	0	0	52	90	0	0
Subtotal, ROW Incidentals:		0	0	52	90	0	0
Direct Technical Labor, ROW Incidentals:		\$0.00	\$0.00	\$2,746.64	\$3,785.40	\$0.00	\$0.00
Detailed Design							
SECTION 6 Detailed Design	6.01 Preliminary Bridge Plans		8	40	80	80	80
	6.02 Advance Detail Plans		24	80	120	120	120
	6.03 Contract Documents		8	80	80	80	
	6.04 Cost Estimate			4	24	80	
	6.05 Utilities			16	40	40	
	6.06 Railroads						
	6.07 Bridge Inventory & Load Rating						
	6.08 Information Transmittal					8	
	Subtotal, Section 6	0	40	220	344	408	200
SECTION 7 Advertisement, Bid Opening, and Award	7.01 Advertisement			2	2		
	7.02 Bid Opening (Letting)						
	7.03 Award			4	24	8	
	Subtotal, Section 7	0	0	6	26	8	0
SECTION 8 Construction Support	8.01 Construction Support						
	Subtotal, Section 8	0	0	0	0	0	0
Subtotal, Detailed Design:		0	40	226	370	416	200
Direct Technical Labor, Final Des./Constr. Suppor		\$0.00	\$2,940.00	\$12,176.07	\$15,873.44	\$12,967.22	\$4,998.00

Direct Non-Salary Expense

Preliminary Engineering

1. Topographic Survey (Subconsultant - estimated)

Set/Tie Secondary Traverse Points and Benchmarks			\$	750.00	
Run Secondary Horizontal Traverse			\$	900.00	
Primary & Secondary Processing & Report			\$	400.00	
CAD work for control			\$	150.00	
Field Survey (topo)			\$	3,000.00	
Drafting			\$	2,000.00	
TOTAL SURVEY			\$		7,200.00

2. Pavement Cores (Subconsultant - estimated)

Pavement Cores	6 @	\$ 200.00	each	\$	1,200
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3. Soil Borings (Subconsultant - estimated)

Soil Borings	4 @	\$ 3,000.00	each	\$	12,000
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TOTAL Preliminary Engineering				\$	20,400
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ROW Incidentals

4. Right-of-Way Incidentals (Subconsultant-estimated)

5.01 Abstract Request Map/Title Search	Assume 3 maps @ \$250 each	\$	750	
5.02 Right-of-Way Survey				
Set/Tie Secondary Traverse Points and Benchmarks		\$	650	
Run Secondary Horizontal Traverse		\$	750	
Primary & Secondary Processing & Report		\$	400	
CAD work for control		\$	350	
Field Survey		\$	6,000	
Record Research		\$	1,500	
Compile Research		\$	350	
Boundary Computations		\$	2,500	
Drafting		\$	2,500	
5.03 Right-of-Way Mapping	Assume 3 maps @ \$1250 each	\$	3,750	
5.04 Right-of-Way Plan				
5.05 Right-of-Way Cost Estimates				
5.06 Public Hearings/Meetings				
5.07 Property Appraisals	Assume 3 maps @ \$1500 each	\$	4,500	
5.08 Appraisal Review	Assume 3 maps @ \$500 each	\$	1,500	
5.09 Negotiations and Acquisition of Prop.	Assume 3 maps @ \$4000 each	\$	12,000	
5.10 Relocation Assistance				
5.11 Property Management				
TOTAL ROW Incidentals		\$		37,500

TOTAL DIRECT NON-SALARY COST		\$		71,100
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Summary (Preliminary Design)

Item IA, Direct Technical Salaries	\$	61,672
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	20,400
Item III, Overhead (1.34) (NYSDOT audited rate)	\$	82,640
Item IV, Fixed Fee (12%)	\$	17,317
Subtotal, Preliminary Design	\$	182,029

Summary (ROW Incidentals)

Item IA, Direct Technical Salaries	\$	6,532
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	37,500
Item III, Overhead (1.34) (NYSDOT audited rate)	\$	8,753
Item IV, Fixed Fee (12%)	\$	1,834
Subtotal, ROW Incidentals	\$	54,619

Summary (Final Design/Construction Support)

Item IA, Direct Technical Salaries	\$	48,955
Item II Direct Non-Salary Cost <i>(estimated, subject to audit)</i>	\$	-
Item III, Overhead (1.34) (NYSDOT audited rate)	\$	65,599
Item IV, Fixed Fee (12%)	\$	13,746
Subtotal, Final Design Design	\$	128,301

Total, Preliminary Design and Final Design	\$	310,330
Total ROW Incidentals	\$	54,619
Maximum Amount Payable	\$	364,949

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION REDUCING THE FIXED AMOUNT TO
BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT
PERFORMANCE SECURITY TO BE POSTED BY THE OWNER/SPONSOR
OF THE SUNSET RIDGE SUBDIVISION PROJECT**

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements and current developer, Iconic Properties, LLC, requested a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 101-2013 of May 13, 2013, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars to Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars; and

WHEREAS, current developer, Iconic Properties, LLC, has requested another reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; and

WHEREAS, the City Engineer has reviewed the developer's submission and completed his own survey of the subdivision and the infrastructure work installed and completed and recommends that the performance bond for the infrastructure improvements be reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; and

WHEREAS, this Council finds that the reduction in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby is reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths (\$336,850.00) Dollars; as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 12-8-2016

TASK	QUANTITY	UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
<u>Right-of-Way</u>						
Clear & Grade	1740 LF	\$16.50	\$28,710	100%	\$28,710	\$0
18" Item #4 Foundation Course	6050 SY	\$18.00	\$108,900	90%	\$98,010	\$10,890
3" Asphalt Base Course	6050 SY	\$23.00	\$112,530	90%	\$101,277	\$11,253
1-1/4 Asphalt wearing course	6050 SY	\$11.80	\$71,390	0%	\$0	\$71,390
Prime Coat – MCO Asphalt	6050 SY	\$0.65	\$3,933	100%	\$3,933	\$0
Concrete Curbing	3350 LF	\$30.00	\$79,395	90%	\$71,456	\$7,940
4' Concrete Sidewalk	3200 LF	\$38.00	\$98,560	40%	\$39,424	\$59,136
Guiderail	32 LF	\$45.00	\$1,440	0%	\$0	\$1,440
Street Lights	10	\$7,500.00	\$75,000	100%	\$75,000	\$0
Street Trees	36	\$750.00	\$27,000	19%	\$5,130	\$21,870
Topsoil & Seed	1740 LF	\$5.00	\$8,700	0%	\$0	\$8,700
Monuments	13	\$145.00	\$1,885	0%	\$0	\$1,885
Traffic Control Signs	3	\$225.00	\$675	0%	\$0	\$675
Street ID Signs	3	\$250.00	\$750	0%	\$0	\$750
As-Built Drawing	1740 LF	\$1.10	\$1,914	0%	\$0	\$1,914
Soil Erosion & Sediment Control	8 AC	\$3,200.00	\$20,800	50%	\$10,400	\$10,400
<u>Page 1 Total</u>			\$641,582.00		\$433,339.50	\$208,242.50

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 12-8-2016

TASK	QUANTITY	UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
Water System						
8" DIP Water main	1730 LF	\$75.00	\$114,180	100%	\$114,180	\$0
8" Mainline Valves	6	\$1,500.00	\$9,000	100%	\$9,000	\$0
Hydrant Assemblies	5	\$4,500.00	\$15,750	100%	\$15,750	\$0
8" Mainline Fittings w/thrust block	9	\$300.00	\$2,700	100%	\$2,700	\$0
Concrete Encasement	5 CY	\$250.00	\$1,250	100%	\$1,250	\$0
¾" Copper Water Services	32	\$2,000.00	\$64,000	90%	\$57,600	\$6,400
Relocate Existing Hydrant	1	\$2,000.00	\$2,000	50%	\$1,000	\$1,000
Shipp & Hawthorne Pavement Restore	1	\$1,000.00	\$1,000	0%	\$0	\$1,000
					\$0	\$0
Sanitary Sewer System						
8" PVC Mainline Gravity pipe	1647 LF	\$68.00	\$100,138	100%	\$100,138	\$0
4' Diameter Manholes	11	\$4,000.00	\$36,080	100%	\$36,080	\$0
4' Diameter Drop manholes	1	\$4,500.00	\$3,870	100%	\$3,870	\$0
4" PVC Gravity House Services	32	\$2,000.00	\$64,000	90%	\$57,600	\$6,400
Concrete Encasement	1 CY	\$250.00	\$250	100%	\$250	\$0
Ship & Hawthorne Pavement Restore	1	\$1,600.00	\$1,600	0%	\$0	\$1,600
					\$0	\$0
R.O.W. Storm Drainage System						
15" ADS N-12 Pipe	165 LF	\$55.00	\$7,145	90%	\$6,431	\$715
18" ADS N-12 Pipe	1126 LF	\$68.00	\$56,300	90%	\$50,670	\$5,630
Catch Basins	18	\$3,500.00	\$46,800	90%	\$42,120	\$4,680
<u>Page 2 Totals</u>			\$526,063.00		\$498,639	\$27,425

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 12-8-2016

TASK	QUANTITY	UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
Off-Site Storm Drainage (Hawthorne Avenue)						
18" ADS N-12 Pipe	235	\$68.00	\$15,980	90%	\$14,382	\$1,598
24" ADS N-12 Pipe	85 LF	\$75.00	\$6,375	90%	\$5,738	\$638
5' Diameter Flushing Basins	1	\$3,500.00	\$3,500	90%	\$3,150	\$350
Hawthorne Avenue Pavement Restore	235 LF	\$30.00	\$7,050	0%	\$0	\$7,050
Hawthorne Avenue Topsoil & Seed	235 LF	\$5.00	\$1,175	0%	\$0	\$1,175
Parcel A – Storm Water Sand Filter						
Clear & Grade	1300 SY	\$6.75	\$8,775	50%	\$4,388	\$4,388
Excavation & Backfill	1	\$5,000.00	\$5,000	50%	\$2,500	\$2,500
Masonry Retaining Wall	870 SF	\$22.00	\$19,140	50%	\$9,570	\$9,570
12" Layer of Crushed Stone	166 SY	\$12.00	\$1,992	100%	\$1,992	\$0
Concrete Structure	80 CY	\$300.00	\$24,000	90%	\$21,600	\$2,400
3'-6" Railings	184 LF	\$12.00	\$2,208	0%	\$0	\$2,208
Sand/Gravel Media 2'/Underdrain Pipe	1	\$7,000.00	\$7,000	0%	\$0	\$7,000
10" ADS N-12 Inlet Pipe	60 LF	\$35.00	\$2,100	0%	\$0	\$2,100
15" ADS N-12 Outlet Pipe	28 LF	\$55.00	\$1,540	0%	\$0	\$1,540
Catch Basin	1	\$3,500.00	\$3,500	0%	\$0	\$3,500
12" Shale Drive	38 SY	\$15.00	\$570	0%	\$0	\$570
6' High Chain Link Fence	325 LF	\$25.00	\$8,125	0%	\$0	\$8,125
Topsoil and Seed	1	\$2,000.00	\$2,000	0%	\$0	\$2,000
White Pines	15	\$750.00	\$11,250	0%	\$0	\$11,250
Soil Erosion & Sediment Control	.5 AC	\$3,200.00	\$1,600	0%	\$0	\$1,600
As-Built Drawings	1	\$1,000.00	\$1,000	0%	\$0	\$1,000
<u>Page 3 Total</u>			\$133,880		\$63,319	\$70,561

Sunset Ridge Subdivision - City of Newburgh
 Site Improvement Bond Estimate 12-8-2016

TASK	TOTAL COST	Balance Completed	Balance Remaining
Total Page 1	\$641,582	\$433,340	\$208,243
Total Page 2	\$526,063	\$498,639	\$27,425
Total Page 3	\$133,880	\$63,319	\$70,561
<i>GRAND TOTAL</i>	<i>\$1,301,525</i>	<i>\$995,297</i>	<i>\$306,228</i>
General Cost Increase of 10%			\$30,622
GRAND TOTAL W/INCREASE	\$1,332,147	\$995,297	\$336,850
Bond Amount Posted by Excell	\$575,500		
Proposed Bond Reduction December 2016	\$238,650		
Proposed Bond Balance after Reduction	\$336,850		

RESOLUTION NO.: 101 - 2013

OF

MAY 13, 2013

**A RESOLUTION REDUCING THE FIXED AMOUNT TO
BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT
PERFORMANCE SECURITY TO BE POSTED BY THE OWNER/SPONSOR
OF THE SUNSET RIDGE SUBDIVISION PROJECT**

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements; and

WHEREAS, Iconic Properties, LLC is in contract to purchase the Sunset Ridge Subdivision from TD Bank and is requesting a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer; and

WHEREAS, the City Engineer has reviewed the developer's submission and completed his own survey of the subdivision and the existing infrastructure and recommends that the performance bond for the infrastructure improvements be reduced from One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars to Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars; and

WHEREAS, this Council finds that the reduction in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development;

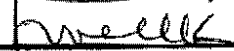
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby is reduced from One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths (\$1,153,645.00) Dollars to Five

Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths (\$575,500.00) Dollars as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project.; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

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 May 13, 2013
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of May 2013



City Clerk

RESOLUTION NO. _____ - 2017

OF

JANUAR 9, 2017

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 70 LIBERTY STREET WH
(SECTION 48, BLOCK 5, LOT 35) SOLD AT PRIVATE SALE
TO LAMONT D. STAPLES**

WHEREAS, by Resolution No.: 103-2016 of April 25, 2016, the Council of the City of Newburgh, New York, authorized the sale of 70 Liberty Street WH (Section 48, Block 5, Lot 35) to Lamont Staples; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before September 22, 2016; and

WHEREAS, by Resolution No.: 265-2016 of October 11, 2016, the City Council authorized an extension to close on or before December 31, 2016; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues and lender requirements, Mr. Staples, by his attorney, is requesting an additional extension of time to close; 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 70 Liberty Street WH is hereby authorized until March 31, 2017.

RESOLUTION NO.: _____-2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF JUDGMENT FOR PROPERTY AT 254 LIBERTY STREET**

WHEREAS, the Newburgh Community Action Committee (“NCAC”) owned the property known as 254 Liberty Street in the City of Newburgh (18 – 6 – 26) (“Property”) between November 20, 2007 and February 18, 2015; and

WHEREAS, during that period of time, the City of Newburgh filed and recorded six (6) Judgments against NCAC and the Property totaling \$2,450.00; and

WHEREAS, the City of Newburgh acquired title to the Property from NCAC in the Matter of the Foreclosure of Tax Liens Pursuant to Article 11, Title 3 of the Real Property Tax Law by the City of Newburgh for the Year 2012 and under Real Property Tax Law Section 1136, and upon the execution of the tax deed by the City of Newburgh on February 18, 2015, the City’s judgments were extinguished; and

WHEREAS, by Resolution No. 173-2016 of July 11, 2016, the City Council of the City of Newburgh authorized the sale of the Property to Hudson Todd, LLC, which has requested that the City issue an instrument in recordable form documenting the discharge of the Judgments; and

WHEREAS, this Council has determined that executing an instrument of discharge in the form of a Satisfaction of Judgment, a copy of which is annexed hereto, 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 of Judgment for the six (6) Judgments in favor of the City of Newburgh against NCAC.

SATISFACTION OF JUDGMENT

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 Judgments against the Newburgh Community Action Committee, which have not been further assigned of record, are of no further force and effect, and does hereby consent that the same be discharged of record:

1. Instrument 20110067623, Book 8108, Page 218 for \$100.00;
2. Instrument 20110067624, Book 8108, Page 220 for \$400.00;
3. Instrument 20100105818, Book 8097, Page 1630 for \$750.00;
4. Instrument 20130097612, Book 8137, Page 1704 for \$750.00;
5. Instrument 20120093076, Book 8125, Page 568 for \$200.00; and
6. Instrument 20120093077, Book 8125, Page 569 for \$250.00.

Dated: January ___, 2017

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 January, 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:

RESOLUTION NO.: _____-2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO HEFLA AND LETITIA J. MYERS
TO THE PREMISES KNOWN AS 5 HILLCREST PLACE
(SECTION 21, BLOCK 2, LOT 6)**

WHEREAS, on April 1, 1998, the City of Newburgh conveyed property located at 5 Hillcrest Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 21, Block 2, Lot 6, to Dwelling Group, Inc.; and

WHEREAS, Hefla and Letitia J. Myers have conveyed said property to Beaver Dam Properties, Inc; and

WHEREAS, Beaver Dam Properties, Inc. intends to sell said property and has requested, by their attorney, a release of the restrictive covenants contained in the deed from the City of Newburgh to Hefla and Letitia J. Myers; and

WHEREAS, it has been determined that 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 and 4 of the aforementioned deed.

RECORD & RETURN TO:

RESOLUTION NO. _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONTINUING SUPPORT OF THE APPLICATION OF
ORANGE COUNTY FOR AN ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELD ASSESSMENT GRANT TO FUND A PHASE II ASSESSMENT OF
THE PROPERTY KNOWN AS THE DIAMOND CANDLE FACTORY SITE
LOCATED IN THE TOWN OF NEW WINDSOR**

WHEREAS, by Resolution No. 304-2014 of December 15, 2014, the City Council of the City of Newburgh, New York, expressed its support for the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor and its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall; and

WHEREAS, by Resolution No. 296-2015 of November 23, 2015, the City council of the City of Newburgh, New York, expressed its continuing support for such application; and

WHEREAS, the County of Orange has requested that the City Council of the City of Newburgh, New York reaffirm its continued support of such application and its commitment to the project by assisting with the implementation of their Community Involvement Plan to include providing space for public meetings and posting notices in City Hall for the purposes of public outreach; and

WHEREAS, the City of Newburgh intends to construct a pedestrian nature trail along the northern bank of the Quassaick Creek at some point in the future, and the County's Diamond Candle Factory site is essential to providing future public access and parking for this future trail; and

WHEREAS, this Council has determined that such support and commitment is in the best interests of the City of Newburgh, Town of New Windsor, County of Orange for the future development to provide public access to the Quassaick Creek corridor and future Quassaick Creek trail;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby continues to support the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor; and

BE IT FURTHER RESOLVED, that this Council further extends its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall.



CITY OF NEWBURGH

Department of Planning & Development

83 Broadway, Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

December 15, 2016

David Church, Commissioner
Orange County Planning Department
124 Main Street
Goshen, NY 10924

Re: Community-Wide Brownfields Assessment Grant

Commissioner Church,

The City of Newburgh would like to offer our complete support of the County's efforts to obtain an EPA Community-Wide Brownfields Assessment Grant for the area along the lower Quassaick Creek in the City of Newburgh and Town of New Windsor. The City highly values our partnership with our neighboring town and with Orange County on this larger effort to clean up the Quassaick Creek in order to provide environmental, recreational, and economic benefits to the City and its residents.

The City is committed to provide space for public meetings and to post notices in City Hall and other City facilities. The City is willing to assist, if necessary, with maps, history, and other information about city owned parcels including work done or being done which may affect other properties in the corridor; and the City will allow access to city owned parcels, if required, for assessment purposes.

The City is pleased that the EPA continues to offer our communities valuable resources to mitigate environmental justice concerns, and look forward to the potential to leverage our Making a Visible Difference status to have long lasting environmental improvements that benefit all of our communities' residents and visitors.

Sincerely,

Michael Ciaravino
City Manager

RESOLUTION NO. ----"3....-0_,_4_____.. 2014

OF

DECEMBER 15, 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING THE APPLICATION OF ORANGE COUNTY FOR AN
ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT GRANT TO
FUND A PHASE II ASSESSMENT OF THE PROPERTY KNOWN AS THE DIAMOND
CANDLE FACTORY SITE LOCATED IN THE TOWN OF NEW WINDSOR

WHEREAS, the United States Environmental Protection Agency's ("EPA") Brownfields Program is designed to empower states, communities and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields sites; and

WHEREAS, the EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals, which include protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace; and

WHEREAS, state and local governments are eligible to apply for EPA Brownfields Assessment Grants to provide funding through a revolving loan fund that provides loans and sub-grants to carry out cleanup investigations and activities at brownfields sites; and

WHEREAS, the County of Orange has advised of its desire to make an application for EPA grant funding with hopes that the grant could fully fund their proposal to prepare a Phase II Environmental Assessment of the property known as the Diamond Candle Factory, located in the Town of New Windsor, at an approximate cost of \$26,000.00; and

WHEREAS, the County of Orange has requested that the City Council of the City of Newburgh, New York express its support of such application and its commitment to assisting with the implementation of their Community Involvement Plan by providing space for public meetings and posting notices in City Hall for the purposes of public outreach; and

WHEREAS, the City of Newburgh seeks to construct a pedestrian nature trail along the northern bank of the Quassaick Creek at some point in the future, and the County's Diamond Candle Factory site is essential to providing future public access and parking for this future trail; and

WHEREAS, this Council has determined that such support and commitment is in the best interests of the City of Newburgh, Town of New Windsor, County of Orange for the future development to provide public access to the Quassaick Creek corridor and future Quassaick Creek trail;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby supports the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor; and

BE IT FURTHER RESOLVED, that this Council further expresses its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall.

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 12/15/14
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 16 day of Dec. 20 14

City Clerk

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 20 PIERCES ROAD, UNIT 40 (SECTION 53, BLOCK 1, LOT 1.40)
AT PRIVATE SALE TO EUGENIO NEVAREZ & JOSE LUIS NEVAREZ FOR THE
AMOUNT OF \$38,555.00

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 20 Pierces Road, Unit 40 being more accurately described as Section 53, Block 1, Lot 1.40 on the official tax map of the City of Newburgh; and

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

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 10, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
40 Pierces Road, Unit 40	53 - 1 - 1.40	Eugenio Nevarez & Jose Luis Nevarez	\$38,555.00

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

20 Pierces Road, Unit 40, City of Newburgh

(58-1-1.-40)

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. 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 properties are vacant and unoccupied. These 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 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 April 10, 2017. *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.

Proposal Form

Contact Information:

Name: Eugenio Nevarez - José Luis Nevarez
Business Name (If Applicable): _____
Address: 499 Garnertown Rd.
City, State & Zip: NEWBURGH NY. 12556
Home phone: 914-755-0126 - 845-564-0640
Business Phone: _____
Mobile Phone: 914-755-0126
E-mail: TARANUARA43@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

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes _____ (attach explanation) No X

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 X No _____ (attach explanation)

☐ 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

☐ 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: 20 Piers Road Unit 40

S-B-L#: 53-1-1.40

Type of Project:

~~Single-Family~~

____ Multi-Family (# of Units____)

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

Will the property be occupied by the purchaser: Yes ☒ No ☐

Commercial _____ Industrial

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 38,555

(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 - 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: \$ 0

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.	Rough Kipsie NY 36 Pine Street	491 165 ST BX NY
Role (i.e. owner, partner, general contractor, architect, investor.)	CONTRACTOR	Sub Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Renovation	Shed Box + Typ
Property Type: (i.e. single-family, multi-family rental or commercial.)	Residential	Residential
Number of Buildings in Project	130 Units	58 Units
Total Number of Residential Units in Project/Building	Residential	Residential
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$350,000 to \$400,000	119,950
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Under renovation	completed
Government Program , if any (provide name of program and agency, name and current phone of reference.)	NO.	NO

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.	Poughkeepsie NY 36 Pine Street	491 165 ST BX NY
Role (i.e. owner, partner, general contractor, architect, investor.)	CONTRACTOR	Sub Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Renovation	Shed Box + Top
Property Type: (i.e. single-family, multi-family rental or commercial.)	Residential	Residential
Number of Buildings in Project	130 Units	58 Units
Total Number of Residential Units in Project/Building	Residential	Residential
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	\$350,000 to \$400,000	119,950
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Under renovation	Completed
Government Program, if any (provide name of program and agency, name and current phone of reference.)	NO.	NO

(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

- 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_____

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.

X Eugenio Meraz 11/10/16
Signature Date

Eugenio Nunez Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

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

Session
One | Two | Three | Research
GENESIS DRYWALL CONTRACTING INC

SEARCH | REMOVE | END

ACCOUNTS
-6941 ATM \$0.00
-7265 DD4 \$97,054.04
-7272 CCA \$46.00
-4147 CCA \$0.00
-2994 SAV \$2,350.34

Top Opportunities
SERVICE MERCHANT SERVICE
SMALL BUSINESS INTEREST

Options

Key Links
Associate Verification System
Compte
Complaint Tracking
New Account
Refresh Profile
Smart Lobby
Maintenance
Appointments
Sales Tools
Inquiry/General Tools
Opportunities Management
Recent Customers

General | Transactions | Fees | Stops/Holds | Notes | Scheduled Transfers | Interest/V

Account Balance

Available Balance: \$96,912.32
Credit Pending / Deposit Hold(s):
Estimated Balance: \$96,912.32
Ending Balance as of 12/14/16: \$97,054.04
SEARCH
ACCOUNT DOCUMENTATION
HOLD AND TRANSACTION HISTORY
Last Statement Date: 11/30/2015
POSTED TRANSACTIONS SUMMARY

Date	Description	Type	Amount	Available
Processing	CHECKCARD 12/15 SUNOCO 0275431500 HIGHLAND NY		\$ (12.73)	\$96,912.5
Processing	AUTOZONE 5126 1404 RD 12/15 =635014960462		\$ (108.11)	\$96,925.6
Processing	PURCHASE AUTOZONE 5126 1404 RD NEWBURGH NY		\$ (20.88)	\$97,033.1
Processing	CHECKCARD SLOATSBURG - SEAR Sloatsburg NY ON 12/14		\$ (65.00)	\$97,054.0
12/14/2015	SOUTH PLANK VA 12/14 =000327715 PURCHASE SOUTH PLANK VALER NEWBURGH NY CKCD 5542		\$ (176.22)	\$97,119.0
12/14/2015	4135744505855941		\$ (78.81)	\$97,295.2
12/14/2015	AUTOZONE 5126 12/14 =000553928 PURCHASE AUTOZONE 5126 14 NEWBURGH NY CKCD 5533		\$ (590.00)	\$97,374.0
12/14/2015	4135744505855941		\$ (2,000.00)	\$99,374.0
12/14/2015	CHECKCARD 1214 VZWRLSS=2575-01 690-922-0204 FL 2469216639000575144795 CKCD 4814		\$ (1,200.00)	\$89,284.0
12/14/2015	4135744505855941		\$ (1,400.00)	\$71,884.0
12/13/2015	Check 1242		\$ (1,400.00)	\$71,884.0
12/13/2015	Online Banking Payment to CRD 4795 Confirmation= 2967617803 BKOFAMERICA MOBILE 12/14 3504914402 DEPOSIT MOBILE NY		\$ (1,400.00)	\$71,884.0
12/13/2015	Check 1241		\$ (1,400.00)	\$71,884.0
12/12/2015	Check 1240		\$ (1,400.00)	\$71,884.0
12/12/2015	Check 1239		\$ (1,400.00)	\$71,884.0

Change Customer

PRINT

MOSE

Date: 9/4/2015 Time: 1:21:43 PM (US Central Time) Scanned From IP:10.60.99.9

Bank of America

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

**Business Signature Card
with Substitute Form W-9**Account Number: XXXXXXXXXX

Bank Number: 487

Account Type: ☒ DDA ☐ SAV ☐ CD

Account Title:

GENESIS DRYWALL CONTRACTING INC

Legal Designation:

- ☐ Individual/Sole Proprietor ☐ Trust/Estate ☐ Unincorporated Association ☒ C Corporation ☐ S Corporation
- ☐ Partnership (Enter the type of partnership: General, LP, LLP or LLLP) _____
- ☐ Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership or M=Single Member Sole Proprietor) _____
- ☐ Other (Defined in W-9 Instructions) _____

Social Security Number _____ (or) Employer Identification Number 46-5489657

By signing below, I/we acknowledge and agree that this account is and will be governed by the terms and conditions set forth in the account opening documents for my/our account, as they are amended from time to time. The account opening documents include the Deposit Agreement and Disclosures and the Business Schedule of Fees. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we acknowledge and agree that the signature(s) will serve as verification for any transactions in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported. The Deposit Agreement includes a provision for alternative dispute resolution.

Substitute Form W-9. Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) The IRS has notified me that I am no longer subject to backup withholding, and (3) I am a US citizen or other US person (Defined in the W-9 instructions) and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (Please refer to the IRS instructions for Form W-9).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

☐ **Nonresident Alien Status (if applicable)** If the beneficial owner of this account is a foreign person, check here, and complete and sign the applicable Form(s) W-8.

Name (typed or printed)

Title (if applicable)

Signature

Date

1 EUGENIO NEVAREZ

PRESIDENT

Eugenio Nevarez

9-2-15

2

3

4

5

NNY

00-14-9297MW 08-2014

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Page 1 of 2



Purchase Proposal Summary

Location: 20 Pierces Rd, Unit 40 (Greenbriar Condominium)
Tax Map Number: 53-1-1.-40
Property Class: 411C—Apartment Condo
Zoning: RH—Residential High Density
Description: Condominium unit—Year built: 1973; 1071sf; 2 bedrooms; 1 1/2 baths
Condition: Average
Assessed Value: \$ 70,100
Annual Taxes: \$ 4,444+/-
Selling Price: \$ 38,555 @ 55%

The city acquired this property: February 2015

Offer Information:

Name: Eugenio Nevarez & Jose Luis Nevarez

Offer Price: **\$ 38,555**

Proof of Financing: Bank of America account.

Comments: The purchasers are a father (Eugenio) and a son (Jose Luis). They both currently rent separate apartments in the greater Newburgh area. The son plans to occupy the condo unit as his primary residence. The father is financing the purchase. Eugenio is in the process of purchasing another City-owned property at 8 Larter Avenue for his own residence.

The unit needs some repairs—new flooring throughout, interior painting and some repair to the walls and some minor work in the kitchen. The father and son have a drywall business—Genesis Drywall Contracting Inc. They have extensive experience in drywall replacement.





Interior Photos



Rear of unit



RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 585 SOUTH STREET (SECTION 14, BLOCK 2, LOT 6.1)
AT PRIVATE SALE TO JUNIOR THOMAS & JUWEL ISAAC
FOR THE AMOUNT OF \$55,720.00**

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 585 South Street, being more accurately described as Section 14, Block 2, Lot 6.1 on the official tax map of the City of Newburgh; and

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

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before April 10, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
585 South Street	14 - 2 - 6.1	Junior Thomas & Juwel Isaac	\$55,720.00

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

585 South Street, City of Newburgh

(14-2-6.1)

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. 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 properties are vacant and unoccupied. These 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 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 April 10, 2017. *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.

Proposal Form

Contact Information:

Name: JUNIOR THOMAS / JUWEL ISAAC
Business Name (If Applicable): _____
Address: 352 E 31ST STREET
City, State & Zip: BROOKLYN, NY 11226
Home phone: _____
Business Phone: 917-731-6840
Mobile Phone: 917-731-6840
E-mail: J'S FIXER UPPERS @ 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 ☒

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No ___

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.):

N/A

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes ☒ No ___ (attach explanation)

☐ 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 ☒

☐ 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. Only one copy of the other pages in this application is required even if you are bidding on multiple properties.)

Property Address: 585 SOUTH STREET

S-B-L#: 14-2-6.1

Type of Project:

☒ Single Family

_____ Multi-Family (# of Units_____)

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

Will the property be occupied by the purchaser: Yes ☒ No ☐

Commercial _____ Industrial _____

_____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 55,720

(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 - 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: \$ 21,500

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.	135 VERMONT ST BROOKLYN, NY 11207	352 E 31ST ST BROOKLYN, NY 11226
Role (i.e. owner, partner, general contractor, architect, investor.)	CONTRACTOR	PARTNER/OWNER
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	EXISTING BUILDING REQUIRING SUBSTANTIAL REHABILITATION	FIXER UPPER PROPERTY REQUIRING MODERATE REHABILITATION
Property Type: (i.e. single-family, multi-family rental or commercial.)	MULTIFAMILY	MULTIFAMILY
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	3	2
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	75,000	25,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	2nd UNIT STILL UNDER CONSTRUCTION. TWO UNITS COMPLETED	COMPLETED 11/1/2016
Government Program, if any (provide name of program and agency, name and current phone of reference.)		

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:

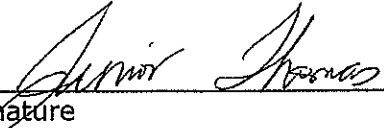
- o Description of renovation plan with preliminary budget
- o Verification of financial capacity
- o Explanation of any tax delinquency/code violations/vacant building (if applicable)

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.

 12/8/16
Signature Date
JUNIOR THOMAS Social Security # [REDACTED] Date of Birth: [REDACTED]
Print Name

Submit Application to:

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

REHABILITATION PROJECT FOR 585 SOUTH ST

585 SOUTH WILL BE RESTORED TO ITS FORMER GRANDEUR. IT WILL BE USED AS OUR MAIN HOME TO RETREAT FROM THE HUSTLE AND BUSTLE OF CITY LIFE. IT WILL SERVE AS THE IDYLIC HOME TO ENJOY ALL NEWBURGH HAS TO OFFER.

Description	Budget
Kitchen	\$5,000
Bedroom 1	\$1,500
Bedroom 2	\$1,500
Bedroom 3	\$1,500
Bathrooms	\$5,000
Exterior	\$7,000
Total	\$21,500

SUMMARY

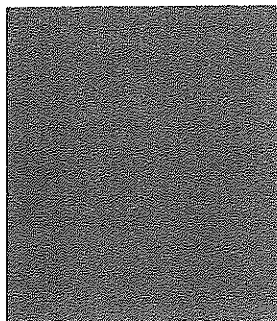
\$21,500

\$16,125

\$10,750

\$5,375

\$0



■ Budget



PETRI PLUMBING & HEATING
ATTN: MICHAEL PETRI
901 BAY RIDGE AVENUE
BROOKLYN NY 11219

THE TRUSTEES OF PETRI PLUMBING & HEATING
INC. PROFIT SHARING PLAN

Contract Number: **000000**

Retirement Account

Your retirement account value as of 09/30/2016
\$72,892.00

July 01, 2016 - September 30, 2016

Your personal rate of return

This period 2.71%
Since your account inception 3.67%

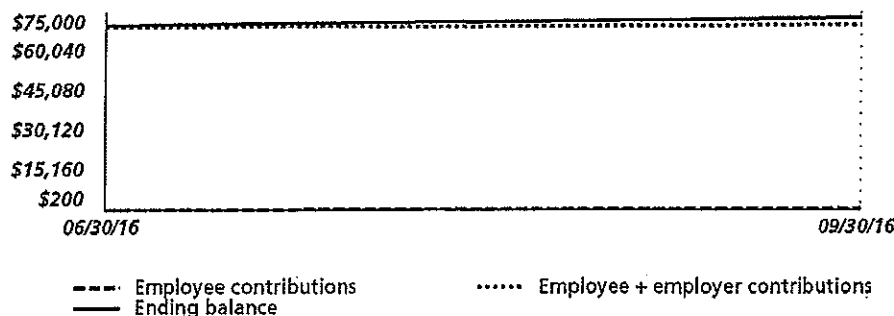
This period

Beginning balance \$70,327.99
Money in
Employee money 651.82
Net change* 1,912.19
Ending balance \$72,892.00

*Gain/loss for your account is net of the fees shown in the "Your summary of charges" section.

Looking back

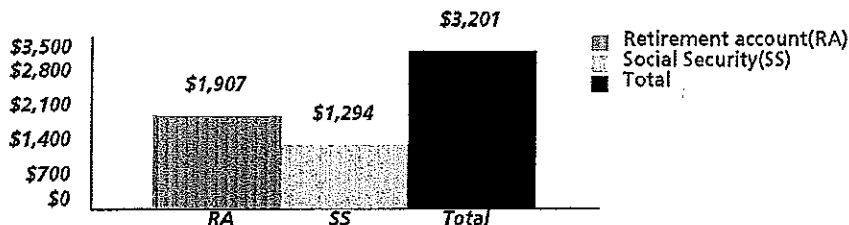
Change in your account this period: **\$2,564.01**



Looking ahead

Your year of birth is 1971. If you retire at 67 in 2038, your projected retirement account value will be **\$316,969.94** in today's dollars (net of inflation). Based on the projected balance, we have calculated the monthly income in today's dollars you can reasonably expect your account to generate until age 84. **The Social Security benefit shown is the average Social Security benefit paid to retirees today, your benefit will likely be a different amount.**

Your projected monthly income



Projections are based on contributions made over the last 12 months and your current account value. They assume you are following a balanced investment strategy (60% stocks, 40% bonds) growing at an assumed average rate of 4.49%, after an adjustment for inflation of 2.3% and consider your years to retirement. This chart is for illustrative purposes only and does not guarantee future account value or future performance. For details, call the number below.

Your projected monthly income

Retirement account \$1,906.66
Social Security \$1,294.00
Total monthly income \$3,200.66

◆ Want some ideas on how to set aside more for your retirement while still looking after those other financial needs? Check out *Retirement Fitness* for your retirement planning education at www.jhnypensions.com.

Important: Any inaccuracies in this statement must be reported to John Hancock New York within 45 days. See last page for details.

For questions about your account with John Hancock New York, visit www.jhnypensions.com or 1-800-395-1113 (1-800-363-0530 Español) Monday - Friday, 8am - 8pm ET.

Changing jobs or retiring? Call 1-888-695-4472 if you have questions about your distribution options.





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

November 09, 2016 through December 08, 2016

Primary Account: [REDACTED]

00324945 DRE 802 219 34416 NNNNNNNNNN 1 000000000 06 0000
JUDITH A JONES
OR JUWEL ISAAC
1415 PITKIN AVE
BROOKLYN NY 11233-5109

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've updated your deposit agreement regarding transactions in a foreign currency

Effective November 13, 2016, we've updated the Deposit Account Agreement to clarify how we determine the exchange rate for transactions in a foreign currency. See the foreign transaction sections of the General Terms and Electronic Funds Transfer Service Terms for details. You can get the latest Deposit Account Agreement online at chase.com, at a branch or by request when you call us.

If you have any questions, please visit any Chase branch.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Checking	000000815221957	\$673.92	\$1,719.87
Chase Savings	000003088807820	17,000.37	19,000.50
Total		\$17,674.29	\$20,720.37
TOTAL ASSETS		\$17,674.29	\$20,720.37

All Summary Balances shown are as of December 8, 2016 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Purchase Proposal Summary

Location: 585 South Street (Southwest corner of Monroe and South)
Tax Map Number: 14-2-6.1
Property Class: 210—One Family Residential
Zoning: RL—Residential Low Density
Description: Detached single family home—Year built: 1918; 1680sf; 3 bedrooms; 2 1/4 baths; lot size: 87.2 x 145 x irregular
Condition: Average/Fair
Assessed Value: \$139,300
Annual Taxes: \$ 7,197+/-
Selling Price: \$ 55,720 @ 40%
The city acquired this property: March 2016

Offer Information:

Name: Junior Thomas & Juwel Isaac
Offer Price: **\$ 55,720**
Proof of Financing: John Hancock & Chase accounts.
Comments: The purchasers currently reside in Brooklyn. They have been

looking to relocate outside New York City and fell in love with the Newburgh area. They plan to occupy this home as their primary residence.

The house needs some repairs: the drywall needs to be replaced or repaired in several areas; the first floor bath needs work; the house needs a general cleanout; and the kitchen also needs some work. Junior Thomas has also done renovation work in Brooklyn.





Interior Photos



RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 257 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 1.1)
AT PRIVATE SALE TO LAUREN MAPLES FOR THE AMOUNT OF \$12,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 257 Liberty Street, being more accurately described as Section 35, Block 2, Lot 19, on the official tax map of the City of Newburgh; and

WHEREAS, the City of Newburgh issued a Request for Proposals seeking proposals to purchase, rehabilitate and re-use this historic building; and Lauren Maples of the Bija School was the sole bidder; 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 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 April 10, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
257 Liberty Street	18 - 8 - 1.1	Lauren Maples	\$12,000.00

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

Terms and Conditions Sale

257 Liberty Street, City of Newburgh (18-8-1.1)

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 properties are vacant and unoccupied. These 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 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 April 10, 2017. *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.



The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:
Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

August 9, 2016

Property Disposition Process

Guiding Principles

This policy shall be used to promote and regulate the sale and reuse of City properties. The following are the guiding principles for the sale of City owned property:

- Encourage development and reuse of properties
- Eliminate blight and revitalize neighborhoods
- Strengthen the City's tax base
- Encourage job creation
- Convey land in a unified, predictable, timely and transparent process.

Property sales are conducted consistently and regularly and are based on various factors, including the condition of the property, the assessed value and the ability to recapture the City's property tax loss.

Qualified Purchasers & Bids

All purchasers of City-owned property must fulfill their commitments to the City and to their neighbors which includes paying property taxes and maintaining property in accordance with all municipal codes and ordinances.

A Qualified Purchaser is defined as one who is in good standing on all municipal obligations, and:

1. Is an individual, developer, or organization with no outstanding tax or property-related liens and
2. Does not own any property that is subject to any significant unremediated violation of City codes and ordinances; and
3. Has not been an owner in a completed City of Newburgh tax foreclosure proceeding.

Prospective owners must purchase and rehabilitate the target property within 18 months.

All purchasers must submit disclosures as required by the City. A qualified Bid is one that includes:

1. Adequate plans for development;
2. Demonstrated capacity to complete work proposed;
3. Proven financial resources;
4. Demonstrated ongoing operating capacity

Side Yards

Property may be transferred to individuals for nominal consideration in accordance with the following

- City owned vacant land adjacent to the applicant's residential property with common boundary line on either side or behind the property.
- In the event that multiple adjacent property owners desire to acquire the same side lot, the lot may be transferred to the highest bidder for the property, or subdivided upon mutual agreement by both adjoining property owners
- Maximum adjacent lot value: \$15,000
- Maximum adjacent lot size: 5000 sq ft.

Purchase Process

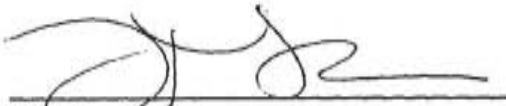
1. In order to inspect a property the following must be provided:
 - a. Properties may only be inspected by qualified buyers. Proof of funding must be on file prior to scheduling an inspection.
 - b. All interested parties must provide a waiver of liability prior to entering a City owned property.
 - c. Inspection of City-owned property takes place on Fridays by appointment only.
2. All proposals should be submitted using the Private Owner Development Application (PODA). Depending on the development proposed additional materials may be requested. Additional information may be required regarding financing plans, as well as preliminary design and/or specifications.
3. The purchaser will not only need to pay the agreed upon purchase price but also the prior year's school taxes and County real estate taxes. The purchaser will also be responsible for paying the current year's City tax, which will be prorated at closing.
4. Purchase of property is subject to the approval of the City Council.
5. The purchaser of the property is responsible for the title search and recording fees for the transaction.
6. If a purchaser opts not to complete the purchase after City Council approval, the purchaser may be barred (at the discretion of the Department of Planning and Development) from being considered for purchasing other City-owned property.

Release of Liability

I Lauren Maples, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Lauren Maples

Print



Signature

12.6.2016

Date

Proposal Form

Contact Information:

Name: Lauren Maples
Business Name (If Applicable): The Bija School
Address: 869 Wolcott Ave
City, State & Zip: Bacon NY 12508
Home phone: 718-916-6885
Business Phone: 347-294-0653
Mobile Phone: 718-916-6885
E-mail: lauren@bijkids.com
Federal I.D. No. (If Available): 27-3125059

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

Are any of these properties vacant and/or currently listed on the City of Newburgh's Vacant Building Registry? Yes ___ (attach explanation) No X

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.): n/a

Are you current on all municipal obligations (taxes, water charges, etc.)? Yes X No ___ (attach explanation)

Do you have any outstanding code violations for properties owned in the City of Newburgh? Yes ___ (attach explanation) No X

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: 257 Liberty Street

S-B-L#: _____

Type of Project:

____ Single Family

____ Multi-Family (# of Units ____)

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

Will the property be occupied by the purchaser: Yes X No ____

X Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: \$ 12,000

(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 - 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: \$ 250,000

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: B. Smith and Company
Architect: Argha Seigel
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.	410 Fulton Street Brooklyn, NY 11225	869 West 61st Ave Brooklyn, NY 11208
Role (i.e. owner, partner, general contractor, architect, investor.)	Business tenant	owner
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Moderate rehabilitation	New construction
Property Type: (i.e. single-family, multi-family rental or commercial.)	Commercial	Auxiliary building adjacent to single family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	0	0
If commercial, total square footage of project	7000 sq ft	n/a
Total Estimated Development/Rehabilitation Costs	\$225,000	\$65,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Completed 2/2011	Completed 3/2016
Government Program, if any (provide name of program and agency, name and current phone of reference.)	n/a	n/a

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 (David Maples)
☒ 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.

Signature

Date

Print Name

Social Security #

Date of Birth:

Submit Application to:

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

THE BIJA SCHOOL



PROPOSAL FOR
257 LIBERTY STREET
NEWBURGH, NY

DECEMBER 2016
BIJAKIDS.COM

900 Fulton Street
Brooklyn, NY 11238

347-294-0653
director@bijkids.com

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Introduction

The Bija School is a progressive early childhood school in Brooklyn, established in 2005. After relocating to the Hudson Valley in 2015, Founder and Director Lauren Maples became interested in the possibility of building a sister school in Newburgh, NY. Newburgh's vibrant artist community, commitment to redevelopment in a sustainable way, and need for alternative education options make it an excellent location for Bija. After searching for the perfect space, Bija is excited about 257 Liberty Street becoming our home. Located inside Audrey Carey park on the Liberty Street corridor, the building is a perfect fit for Lauren's vision for the school.

About Bija: Company Overview



In 2005 Bija opened its doors in Brooklyn as a creative movement studio for children and adults. Over the past 12 years, Bija has evolved into a well-respected early childhood school offering a full-time preschool program, summer camp, playgroups, workshops, and events. The preschool program currently serves approximately 50 families annually (with a 100+ waitlist yearly since 2012,) while Bija's summer camp draws, on average, 100 students per summer.

Bija has developed a unique and visionary program of progressive education with a focus on the arts, sustainability, food access, social justice, activism, community and diversity. Creating meaningful learning experiences includes being involved in volunteer work and being a welcoming, inclusive community for all.

Vision for 257 Liberty St.

Bija is seeking the opportunity to replicate our successful program in the Hudson Valley, expanding as an organization and extending our positive influence in the field of progressive education. Opening our doors at 257 Liberty will allow Bija to grow and evolve, while providing an invaluable service to the children and families of Newburgh. Bija is committed to serving the immediate community as well as attracting clients from surrounding towns. Our vision includes a commitment to offer 50% of our spaces for free and low cost through fundraising initiatives.



257 Liberty Street is a stunning building in need of vision. We feel the building is the ideal home for a school like ours, and we will restore the space to its original glory. We plan to maintain the majority of the current floor plan and bring the space back to life while preserving and restoring original details like moldings, medallions, and mantelpieces, as well as refinishing the original wood floors. The ground floor will feature a meeting/movement/music room, an art studio, a dining room, and a commercial kitchen to prepare all food on site (either grown by the students or sourced from local farms.) The second and third floors will include classrooms, a library, and an office. The entire building will be flooded with light once new windows are installed. The walls will feature original artwork from local artists and the students themselves. The space, like our Brooklyn space, will be minimal, open, full of high quality materials and supportive of children's creativity and success.

In addition to the purchase of 257 Liberty, Bija is excited to sponsor a redevelopment of Audrey Carey park in partnership with the city of Newburgh. Our school philosophy includes a commitment to sustainable farming and food justice. We envision creating a space for the community to grow food, gather for events, interact with art, and attend free workshops. Bija pledges to finance the redevelopment and oversee programming in this vibrant vision. Our students will enjoy the park on a daily basis. Audrey Carey currently features new playground equipment and a splash pad (sprinkler) but research indicates it is highly underutilized. It is our hope that, by reviving the park via the school, it becomes a space used and loved by the community, especially local children.



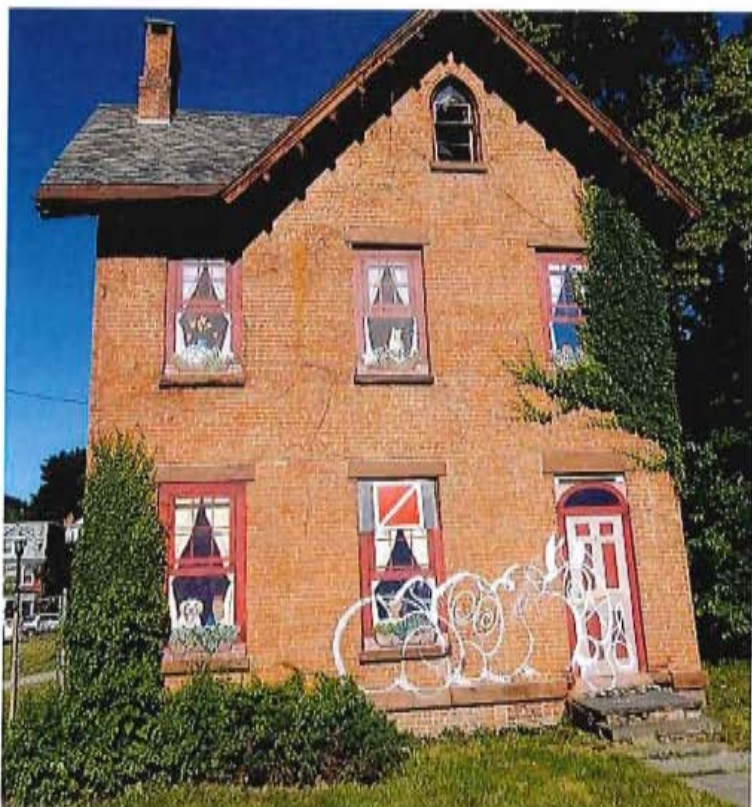
An example of how we envision raised bed planting near the playground structure.

We believe diversifying educational options inspires communities to grow, evolve, and strengthen. The current independent school options in Newburgh differ significantly in terms of values and approach. A survey of 10 notable preschools and 8 elementary schools in the City of Newburgh indicates that only one declares a “progressive” approach, and while a small fraction (mostly elementary schools) do

offer specialized focuses such as arts, tech, language, and accelerated education, none professes an emphasis on nature, sustainability, social justice, or activism. Bija would respectfully provide a diversifying alternative and set the standard for progressive options to come.

We believe our commitment to inclusion and efforts to provide as many free and reduced cost spaces as possible orients us with the types of development the City of Newburgh is looking for. We understand that tuition can be a financial barrier for many families to participate in programs like ours. Through a partnership with Fractured Atlas, we founded The Bija Fund in 2016 in order to actualize our goal of offering free and reduced-cost tuition to families in need. Bija will help bridge the educational gap and empower young community members and their families with the tools they need to succeed.

Plans for the Space



The procurement of 257 Liberty Street would represent a momentous next step for Bija: the expansion to a permanent home for Bija Brooklyn's "Sister School" in the Hudson Valley.

The long-abandoned space has immense potential and will be revived by a skilled, ambitious, and experienced team of local professionals, including a seasoned architect who has decades of experience and a strong track record of restoring and developing noteworthy historic structures in the area. The project will have

the support of a dedicated staff, devoted families, and a strong network of investors, educational professionals, and well-connected community figures.

We plan to honor the space itself while creating an environment that we feel serves children best. This includes open minimal spaces, with high quality materials and supplies.

The following images from our current school in Brooklyn illustrate our approach to design. Our architect is available to work up detailed plans and drawings as needed.



THE BIJA SCHOOL

Projected Timeline

Total time: 18 months

January 2017	Purchase building and take possession. Clean out all debris. Inspect premises and make any immediate repairs to prevent further deterioration.
March 2017 - June 2017	Begin redeveloping Audrey Carey Park. Host community meeting to discuss desires of residents for the park. Apply for grants and raise funds for farm and community use upgrades. Schedule volunteer days to plant fruit trees, build raised bed garden boxes, and plant veggies.
July 2017	Community programming in Audrey Carey begins.
August 2017	Submit proposed plans for 257 Liberty to Buildings Department for review.
September 2017 - January 2018	Construction of 257. Sign off on work and new CO issued.
February 2018 - June 2018	Offer tours of the space and begin accepting applications for summer camp and 2018 - 2019 school year.
July 2018	Doors open at 257 Liberty as The Bija School Newburgh.

Goals and objectives for Bija at 257 Liberty Street in the next 5 years



An example of the kind of vision we have of urban farming potential in Audrey Carey Park.

- Purchase, renovate, and open 257 Liberty Street.
- Research, apply for, and receive grant funding for educational projects, school gardens, artist residencies, etc.
- Continue to raise money through The Bija Fund to provide programming for free or low cost to those in need (goal - 50% of families enrolled).
- Create urban farm on school and park premises. Use produce and eggs to feed students and offer education and food access to the community (goal - 50% of food served at school comes from the garden).
- Partner with the City of Newburgh to create a shared community space to serve our students and the broader community through free programming, skill-based workshops and trainings, and a safe space to gather and play.

Products and Services

**All indicated costs are for prospective Newburgh Programs. Tuition assistance will be provided to qualified students and families for all programs.*

Preschool



Bija provides a flexible preschool program for children ages 2 - 4. Preschool is offered in several registration configurations to meet the needs of parents. Our preschool program is an arts- and play-based program that focuses on life skills, social-emotional development, and developing awareness. Students are taught by skilled and diverse educators who bring their expertise in visual art, music, theater, gardening, language, science, sensory play, cooking, and yoga to the classroom each day. Bija's preschool program runs from September - June and costs \$3,000 - \$18,000/year based on the enrollment option selected.

Elementary School (new)



Bija Elementary will provide a progressive, forward-thinking education focused on the whole child. Academics are interwoven into experiential and hands-on learning. On a daily basis, elementary age students engage in gardening, yoga, cooking, outdoor play, earth science, social studies, reading, creative writing, nature exploration and math activities. Life skills and social-emotional development are core focuses of the program. Students engage with the local community through regular field trips and volunteer work. Bija's elementary program runs from September - June and costs \$3,000 - \$18,000/year based on enrollment option selected.

Camp



Bija offers camp programs during winter and spring school breaks as well as for the entire summer. Camp programs are offered with flexible registration options for children ages 3 - 12 years old. Curriculum incorporates daily enrichment (yoga, cooking, art, music, science, sensory play, language and theater) as well as indoor and outdoor play. Bija's camp program is designed to be joyful, relaxed, and educational. Campers engage in a topic each school year break or summer and dive deep into integrated curriculum, creative experiences with high quality materials, and regular field trips. Camp costs \$195 - \$325/week based on enrollment option selected.

Playgroup



Playgroup is Bija's introductory program for our youngest students (ages 1 - 3 years) accompanied by a parent or caregiver. Playgroup is an opportunity for clients to get a feel for the Bija experience with no commitment on a drop-in schedule. The program runs in quarterly sessions. Cost is \$10/child \$4/siblings or with the purchase of a Playback \$90/10 visits or \$125/with siblings.

Enrichment Classes



Enrichment classes are 30 - 45 minute classes for children ages 1 - 3 (with parent/ caregiver) or 4 - 12 (solo) in areas of Bija expertise. Instructors lead students or families in activism, yoga, creative movement, theater, gardening, cooking, visual art, music, science, and sensory experiences. Enrichment classes run in quarterly sessions and are available with pre-registration or on a drop-in basis (space permitting). 12-week sessions range in cost from \$125 - \$195.

Parenting Workshops



Parenting workshops run in single sessions or series on various topics relevant and interesting to the Bija parent community. Workshops aim to provide parents with knowledge and an understanding of the Bija philosophy and approach as well as life and parenting skills that are relevant and meaningful. Topics include but are not limited to: Potty Training 101, Welcoming a New Sibling, How to Set Limits and Expectations for a Peaceful Home Life, Traveling with Children, The Value of a Progressive Educational Approach, Homesteading with Kids, and Messy Play Experiences. Workshops range in price from Free (registered families) to \$50/4 week series.

Professional Development for Educators

New



Bija plans to develop professional development trainings and workshops for educators in person and online. Trainings will aim to introduce educators to the Bija method, offer educators real tools to bring to their schools and classrooms while being experiential, hands-on, and relevant. Sample training topics include: Progressive Education 101, Designing a Progressive Classroom Environment, Messy Play Experiences, Nature Play - How to Get Students Outdoors, Risk Taking and Why it is Important in School, Emergent Curriculum - How to Develop Learning Based on Students' Passions and Interests, Classroom Management 101. In person trainings - \$25 - \$500. Online trainings - \$10 - \$250

Urban Farm



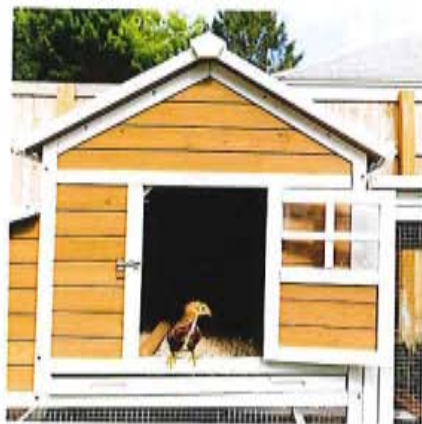
Bija farms will provide educational opportunities for enrolled families, educators, and the broader community. Each farm will be the main source of food for school snacks and lunches, and will be created and maintained by farm educators. Farms will be co-located with each school building. Students will learn about the importance of sustainable agriculture, organic produce, heirloom seeds, and how to make positive food choices. Urban farms will be integrated ecosystems utilizing sustainable practices such as rainwater collection, small livestock, and permaculture techniques. The larger community will be invited in for garden workshops, to grow their own food and for community cooking and eating events. Farm programs will create equity through providing the main food source for school locations (no direct profit).

Artist Teaching Residencies/Art Gallery



Bija teaching residencies connect local, emerging artists with the Bija student body and provide a venue for artists to showcase their work. Each year Bija puts out a call for proposals and selects 4 artists to become part of our residency and gallery program. The artist's work is installed in our gallery space and, in collaboration with our senior teaching team, the artist creates a curriculum to share with students. Activities relate to the artist's materials, subject matter, philosophy, or concepts. Typically artists visit the school twice to work with students and view the work together. Additionally Bija provides an opening for the public and all works displayed are available for sale onsite and online. (Bija takes 25% commission of sales as profit.)

Bija Homestead



The Bija Homestead is an incubator for Lauren, Bija's director, and her team to explore Bija's philosophy and create meaningful learning experiences for teachers, children, and the community. Established in 2015, Bija's Homestead currently features an organic vegetable garden, heritage breed chickens, a natural playground, rainwater collection, composting, and solar panels. The space is a place to explore, connect with nature, watch things grow, and re-think education for the next generation.

Online Shop



The online Bija store features exclusive products for home play and educational use. Products are sourced from a family business in Vermont and handcrafted from safe, durable, high-quality materials. They feature vibrant colors and sensory properties that encourage imaginative play, exploration, and development. Making available the same items used in the classroom at Bija accomplishes further brand reach and creates a contiguous experience for Bija students. Currently featuring magic wands, ribbon dancers, smocks, nap mats, and tutus, the Bija store will continue to expand to feature additional products and represent what is used and recommended by The Bija School. Proceeds benefit The Bija Fund.

Bija Fund



Made possible through a partnership with Fractured Atlas, The Bija Fund offers free- and reduced-cost tuition for families in need. As part of our expansion plan, Bija aims to provide financial assistance for up to 50% of our student body.

Team and Qualifications

The Bija School Newburgh project will be overseen by Aryeh Siegel (Architect) and The Bija School Director, Lauren Maples. Construction will be completed by B. Smith and Company, a firm based in Fishkill headed up by Brian Smith, who has nearly 30 years of experience in construction. Administration will be overseen by The Bija School Director of Operations Mitch Epeneter. Résumés attached to this proposal.

The Bija School: Company Structure



Key Managers

Lauren Maples, Director



In 2005, the weekend she graduated from the New School, Lauren opened the doors of Bija at age 22. Over the course of the last 12 years, Lauren has developed Bija's educational philosophy through her time teaching, observing, and studying progressive education. Bija has grown from a small business with one full-time employee (Lauren herself) in 2005 to an organization employing 12 people with annual revenues of 750K. Lauren attributes Bija's success to its authenticity and commitment to providing the highest quality progressive education. She danced with internationally acclaimed ballet companies including San Francisco Ballet and New York City Ballet, and holds a BA from New School University. She is a 200 Hour Registered Yoga Teacher and licensed as an Ayurvedic Therapist from the Ayurvedic Hospital in Coimbatore, India. Lauren is currently completing her Masters in Early Childhood Education at Bank Street College.

Mitchell Epeneter, Operations Director



Mitch graduated from Cal Poly with a BS in Liberal Arts with a focus in Elementary Education and Mathematics. Mitch began working as an assistant teacher and became Bija's first Operations Director. Since joining the team Mitch has created company-wide systems, developed a training and onboarding procedure for staff, been involved in the creation and management of Bija's web presence. Since fall 2015 Mitch has run the daily operations at Bija's Clinton Hill/Bed Stuy location overseeing 12 staff members and approximately 150 families.

Kat Murphy, Educational Director

Kat has taught preschool/pre-k in NYC for the last seven years. She has a BA in Theater Education (K-12) and is currently studying for her MS in Early Childhood and Art Education. Kat has worked as Lead Teacher/Educational Director at Bija for two years and her strength is in translating Bija's philosophical ideas into developmentally appropriate and meaningful curriculum.

Liz Rodano, Education Administrator

Liz holds an MS in Human Services from Walden University, and is currently pursuing her PhD in Early Childhood Education. She holds New Jersey K-5 teacher certification and is a certified yoga instructor for adults and children. She has taught internationally in Europe and Asia and supported educational program development in underserved communities.

Client Profile**Children's Educational Programs Client (Paying)**

College-educated creative professionals with a household income of approximately \$80 - 500K/year. Clients are typically parents of 1 - 3 children under the age of 6 years and live within a 2-mile radius of the school location. They are passionate supporters of the arts, concerned with social justice and sustainability issues. Diversity and inclusion are important factors when selecting a school for their child.

**Children's Educational Programs Client (Scholarship)**

Neighborhood families earning less than \$79K year who are invested in providing progressive, positive educational experiences to their children. Scholarship clients are searching for alternatives to daycare, headstart, and other programs available at an affordable cost.

Adult Professional Development Client (Paying and Scholarship)

Early childhood and elementary education professionals currently pursuing undergraduate or graduate level degrees or seeking ongoing professional

development. This client may be local or international and is seeking salient tools to support them in teaching children ages pre-K - 12. Secondary clients include social workers, occupational therapists, physical therapists, special needs consultants, yoga instructors, and professionals in the healing arts.

Financial

Bija School Director Lauren Maples will be purchasing the building in conjunction with her father, David Maples. Mr. Maples' financials provide the security needed to assure the project will have the resources required to be successful. In addition to Mr. Maples' personal financials (see attached statement), The Bija School has also secured a letter of intent to fund from TD Bank Newburgh. Over the past 10 years in business Bija has grown more than 10 times and currently has annual revenues of approximately \$700K.

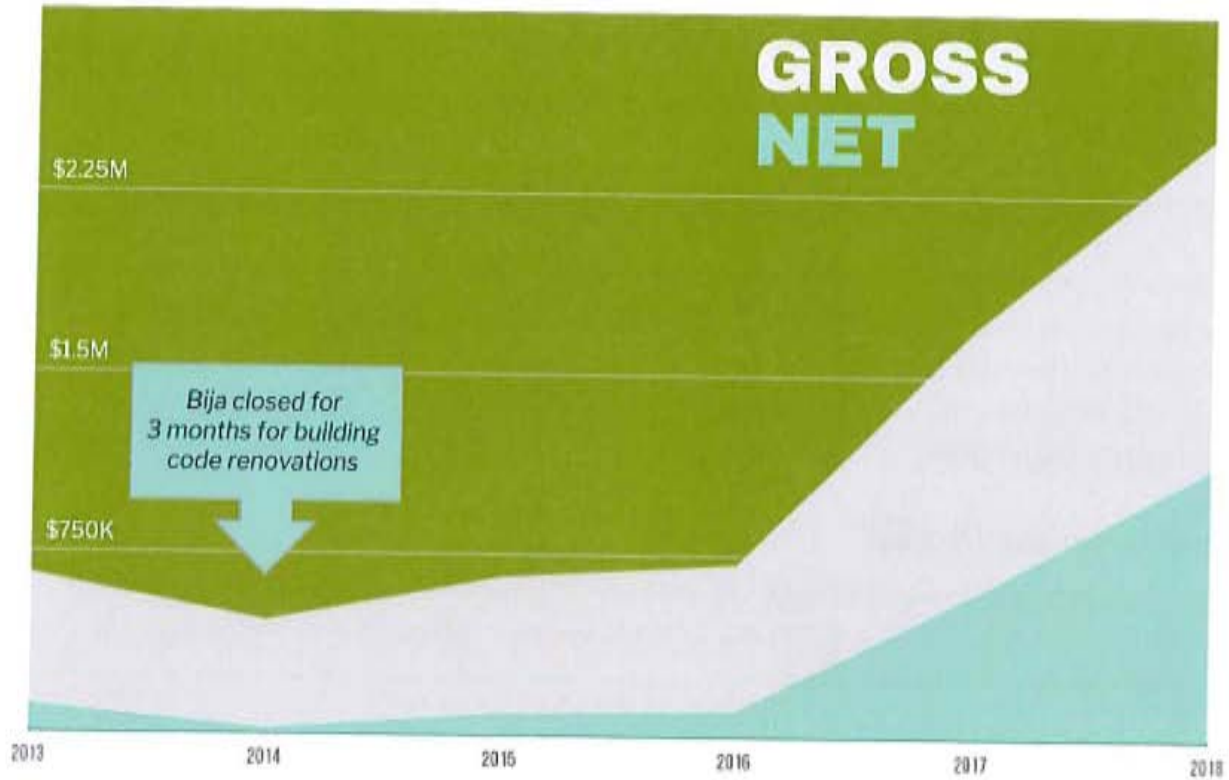
Budget for the Project

We foresee a total budget of \$326,000 for the project, including our offering price of \$12,000 for the building, \$250,000 for contractor fees and expenses, and \$17,000 allotted to the architect.

Purchase of 257 Liberty	\$12,000
Renovations	\$250,000
Architect/Engineer Fees	\$17,500
Furniture & Fixtures	\$22,000
Advertising Campaign	\$5,000
Engineering	\$20,000
Total	\$326,500.00

Please see attached financial projections document, contractor estimate, and architect's proposal for more detailed budget information.

Financial History and Projections



2013

Total Income/Gross Profit: 662,842.13

Total Expenses: \$534,823.27

Net Income: \$117,758.38

2014

Total Income/Gross Profit: \$472,561.06

Total Expenses: \$495,099.83

Net Income: \$-23,917.28

** 3 month closure due to required building code updates

2015

Total Income/Gross Profit: \$658,196.62

Total Expenses: \$561,989.82

Net Income: \$93,704.69

2016 to date

Total Income/Gross Profit: \$660,743.55

Total Expenses: \$539,218.70

Net Income: \$121,394.85

2017 projected

Total Income/Gross Profit: \$1,713,000

Total Expenses: \$1,136,450

Net Income: \$576,550.00

2018 projected

Total Income/Gross Profit: \$2,493,000

Total Expenses: \$1,366,470

Net Income: \$1,126,530

Appendices/Attachments

City of Newburgh PODA (Professional Development Application)

Projected Financials

Bank Letter

Personal Financial Statement

Résumés - Lauren Maples, Mitch Epeneter, Aryeh Siegel (Architect), Brian Smith
(Contractor)

Estimates/Proposals - Aryeh Siegel, Brian Smith

Bija Press Examples

Articles Supporting Industry Growth

Copy of The Bijla School: 2017 - 2018 Financial Projections (Brooklyn + Newburgh) - Financial Projections 2017

Bijla Kids LLC 2017 P&L/Cash Flow	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	TOTALS
Cash Checking Beg Bal:	\$55,000.00	\$354,405.00	\$317,060.00	\$284,205.00	\$249,280.00	\$203,595.00	\$610,980.00	\$553,355.00	\$497,530.00	\$334,785.00	\$273,640.00	\$223,495.00	
Income													
Camp	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130,000.00
Donations for Tuition Scholarships	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00
Investor Income	\$250,000.00												\$250,000.00
Playgroup Income	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$22,000.00
Preschool/Pre-K/%	\$125,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$62,500.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$1,262,500.00
Space Rental	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,800.00
Total Income	\$404,300.00	\$669,300.00	\$669,300.00	\$669,300.00	\$84,300.00	\$534,300.00	\$74,600.00	\$77,100.00	\$80,200.00	\$80,200.00	\$80,200.00	\$80,200.00	\$1,703,300.00
Expenses													
Gross Profit	\$404,300.00	\$669,300.00	\$669,300.00	\$669,300.00	\$84,300.00	\$534,300.00	\$74,600.00	\$77,100.00	\$80,200.00	\$80,200.00	\$80,200.00	\$80,200.00	\$1,703,300.00
Expenses													
Accounting	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$21,200.00
Advertising	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$12,400.00
Bank Charges	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$2,100.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$9,800.00
Camp Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Cleaning	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$7,100.00
Events	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Field Trips	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fingerprinting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Garbage Removal	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$400.00	\$400.00	\$400.00	\$400.00	\$3,400.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Disability Insurance	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$19,200.00
Health Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Liability Insurance	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00
Property Insurance	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$720.00
Life	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$400.00	\$400.00	\$400.00	\$400.00	\$3,200.00
Workers Comp	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$7,050.00	\$2,350.00	\$2,350.00	\$5,960.00	\$4,900.00	\$4,900.00	\$4,900.00	\$44,300.00
Total Insurance	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$2,350.00	\$7,050.00	\$2,350.00	\$2,350.00	\$5,960.00	\$4,900.00	\$4,900.00	\$4,900.00	\$44,300.00
Deadweight Loan (\$2,000); BiLyn Coop (\$500); Newburgh (\$600 start Sep 2017)	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$3,300.00	\$1,100.00	\$1,100.00	\$1,100.00	\$18,200.00
Interest Paid	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$2,100.00
Internet Service	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00
Laundry	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$36,000.00
Legal & Professional Fees	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$9,600.00
Meals and Entertainment	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Office Expenses	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$3,600.00
Sep Add- Front Desk \$38K. 4 Lead Teachers \$1,600, Nurse \$400, Increase LM & ME by \$45K/yr	\$50,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$330,000.00
Payroll Salaries	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$24,000.00
Payroll Tax Expense	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$1,440.00
Total Payroll Salaries	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$1,880.00	\$22,560.00
Payroll Service Fees	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Phone Service	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$960.00
Photography	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$320.00	\$3,840.00
Postage and delivery	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$240.00
Professional Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Copy of The Bija School: 2017 - 2018 Financial Projections (Brooklyn + Newburgh) - Financial Projections 2017

Bija Kids LLC	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	2017 TOTALS
2017 P&L/Cash Flow													
Public Relations	\$2,100.00	\$1,500.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$25,200.00
QuickBooks Payments Fees	\$4,400.00	\$1,500.00	\$2,400.00	\$3,000.00	\$2,400.00	\$15,000.00	\$2,800.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$44,500.00
Rent	\$19,500.00	\$21,500.00	\$21,500.00	\$21,500.00	\$21,500.00	\$21,500.00	\$21,500.00	\$21,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$230,000.00
Repair & Maintenance	\$200.00	\$300.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$800.00	\$800.00	\$800.00	\$800.00	\$4,600.00
Staff Perks	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$840.00
Subcontractors	\$2,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$48,400.00
Camp Supplies	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
General Classroom Supplies	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$4,800.00
Snacks & Lunch	\$250.00	\$900.00	\$250.00	\$600.00	\$600.00	\$250.00	\$2,000.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$7,950.00
Total Supplies	\$650.00	\$1,200.00	\$650.00	\$1,200.00	\$650.00	\$2,400.00	\$2,650.00	\$1,050.00	\$800.00	\$800.00	\$800.00	\$800.00	\$13,650.00
RE Taxes (56 Cambridge)	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Total Taxes	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Tuition Scholarships	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00	\$10,200.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Investments: Down Payment	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$8,400.00
Total Expenses	\$77,335.00	\$79,145.00	\$74,655.00	\$76,725.00	\$74,575.00	\$101,325.00	\$106,725.00	\$106,425.00	\$85,125.00	\$103,525.00	\$101,525.00	\$101,605.00	\$1,106,750.00
Net Operating Income	\$316,905.00	\$9,845.00	\$5,355.00	\$7,425.00	\$9,725.00	\$432,675.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$596,550.00
Net Income	\$326,905.00	\$9,845.00	\$5,355.00	\$7,425.00	\$9,725.00	\$432,675.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$432,125.00	\$596,550.00
Balance Sheet Items Effecting Cash:													
Loans Owed													
Due to Brooklyn Cooperative	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Due to David Nepley	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Due to Loan for Newburgh													
Due to Investors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$5,280.00
Due to DebtStuck	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$99,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Liabilities (Start Up Costs)													
Newburgh Renovations													
Renovations	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$38,000.00	\$126,000.00
Furniture & Fixtures									\$0.00	\$0.00	\$0.00	\$0.00	\$148,000.00
Datacenter/Wireless									\$22,000.00				\$22,000.00
Advertising Campaign									\$25,000.00				\$25,000.00
Total Loan/Asset Payments	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$27,500.00	\$137,820.00	\$38,820.00	\$38,820.00	\$38,820.00	\$476,280.00
Net Cash	\$354,405.00	\$317,060.00	\$284,205.00	\$249,280.00	\$203,505.00	\$810,980.00	\$653,355.00	\$497,530.00	\$384,785.00	\$273,640.00	\$223,495.00	\$173,270.00	\$173,270.00

Bija Kids LLC	
Balance Sheet	
Projected as of 12/31/17	
	Total
ASSETS	
Current Assets	
Bank Accounts	
Chase Bija Kids LLC	\$173,270.00
Total Bank Accounts	\$173,270.00
Accounts Receivable	
Accounts Receivable (A/R)	Jan 2018 installments
Total Accounts Receivable	\$60,000.00
Total Current Assets	\$60,000.00
Fixed Assets	
Building Improvements	148,000.00
Equipment/Software	Customer Data Base \$10K; Website \$15K
Accumulated Depreciation	28,275.00
Total Equipment	-2,584.00
Furniture & Fixtures	\$25,691.00
Accumulated Depreciation	34,594.00
Total Furniture & Fixtures	-9,701.00
Leasehold Improvements - 900 Fulton	\$24,893.00
Accumulated Depreciation	47,374.00
Total Leasehold Improvements	-47,374.00
Total Fixed Assets	\$0.00
TOTAL ASSETS	\$406,163.00
LIABILITIES AND EQUITY	\$466,163.00
Liabilities	

Current Liabilities		
Due to Brooklyn Cooperative (7.75%)	7.75%	32,000.00
Due to David Maples	0.00%	10,000.00
Due to Investors	\$350K @ 6% over 5 yrs; Jan 2018 Start	250,000.00
Due to Loan for Newburgh		184,720.00
Due to DealStruck		0.00
Total Current Liabilities		\$476,720.00
Total Liabilities		\$476,720.00
Equity		
Member's Equity		
Owner's Equity		-740,436.00
Retained Earnings		153,329.00
Net Income		0.00
Total Equity		596,550.00
TOTAL LIABILITIES AND EQUITY		\$9,443.00
		\$486,163.00
Saturday, Oct 08, 2016 09:32:12 PM PDT GMT-4 - Cash Basis		

Copy of The Bija School: 2017 - 2018 Financial Projections (Brooklyn + Newburgh) - Financial Projections 2018

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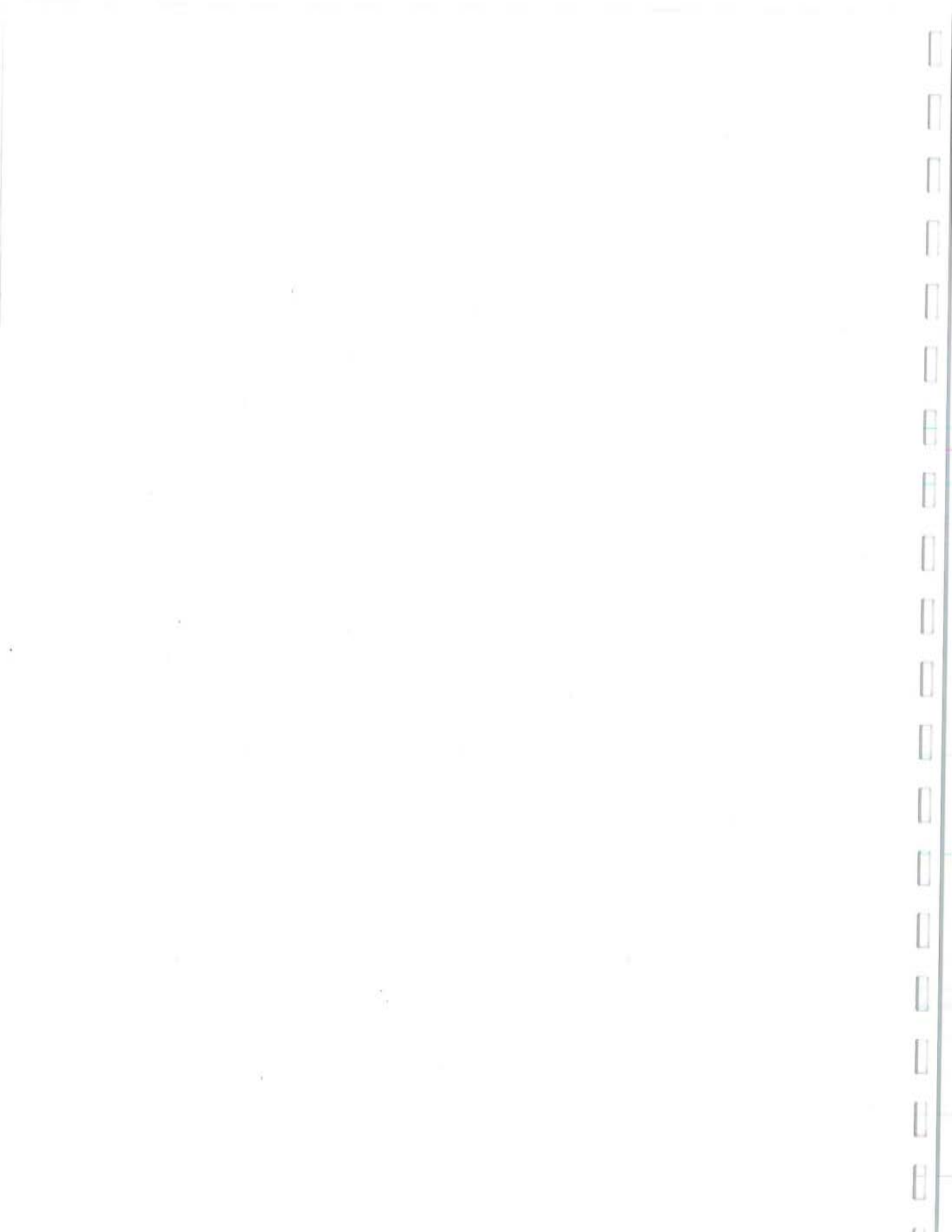
Copy of The Bija School: 2017 - 2018 Financial Projections (Brooklyn + Newburgh) - Financial Projections 2018

Bija Kids LLC 2018 P&L/Cash Flow	2018												2018 TOTALS
	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	
Photography	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$2,400.00
Postage and delivery	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$960.00
Professional Development	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00
Public Relations	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$25,200.00
QuickBooks Payments Fees	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$7,800.00	\$93,600.00
Rent	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$180,000.00
Repair & Maintenance	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$9,600.00
Staff Perks	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$1,200.00
Subcontractors	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$79,200.00
Camp Supplies	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00
General Classroom Supplies	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$4,800.00
Snacks & Lunch	\$400.00	\$600.00	\$400.00	\$600.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$4,800.00
Total Supplies	\$800.00	\$1,200.00	\$800.00	\$1,200.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$9,600.00
RE Taxes	\$3,800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,800.00
Total Taxes	\$3,800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,800.00
Travel	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Tuition Scholarships	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$8,400.00
Capital Investments: Down Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenses	\$99,310.00	\$92,610.00	\$91,170.00	\$93,210.00	\$91,090.00	\$125,890.00	\$102,790.00	\$134,400.00	\$136,580.00	\$133,700.00	\$132,700.00	\$132,780.00	\$1,566,470.00
Net Operating Income	\$157,890.00	\$2,590.00	\$4,050.00	\$1,990.00	\$46,110.00	\$683,270.00	\$67,210.00	\$30,400.00	\$30,620.00	\$33,500.00	\$34,500.00	\$34,420.00	\$1,126,530.00
Net Income	\$157,890.00	\$2,590.00	\$4,050.00	\$1,990.00	\$46,110.00	\$683,270.00	\$67,210.00	\$30,400.00	\$30,620.00	\$33,500.00	\$34,500.00	\$34,420.00	\$1,126,530.00
Balance Sheet Items Effecting Cash													
Loans Owed													
Due to Brooklyn Cooperative	\$32,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,300.00
Due to David Maples	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00
Due to Investors	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	\$81,000.00
Due to Loan for Newburgh	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$1,320.00	\$15,840.00
Other Liabilities (Start Up Costs)													
Newburgh Renovations	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$300,000.00
Total Loan Payments	\$66,670.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$34,070.00	\$408,840.00
Net Cash	\$265,090.00	\$233,610.00	\$203,570.00	\$171,490.00	\$183,530.00	\$832,730.00	\$890,870.00	\$912,200.00	\$903,750.00	\$868,180.00	\$884,610.00	\$1,010,960.00	\$1,010,960.00

Bija Kids LLC		
Balance Sheet		
Projected as of 12/31/18		
		Total
ASSETS		
Current Assets		
Bank Accounts		
Chase Bija Kids LLC		\$1,010,960.00
Total Bank Accounts		\$1,010,960.00
Accounts Receivable		
Accounts Receivable (A/R)	Jan 2019 installments	\$92,000.00
Total Accounts Receivable		\$92,000.00
Other current assets		0
Total Current Assets		\$92,000.00
Fixed Assets		
Building Improvements		398,000.00
Accumulated Depreciation		-39,800.00
Equipment/Software		28,275.00
Accumulated Depreciation		-12,009.00
Total Equipment		\$16,266.00
Furniture & Fixtures		34,594.00
Accumulated Depreciation		-16,619.00
Total Furniture & Fixtures		\$17,975.00
Leasehold Improvements		47,374.00
Accumulated Depreciation		-47,374.00
Total Leasehold Improvements		\$0.00
Total Fixed Assets		\$507,975.00
TOTAL ASSETS		\$599,975.00

LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Due to Brooklyn Cooperative (7.75%)	0.00
Due to David Maples	0.00
Due to Investors	\$350K @ 6% over 5 yrs; Jan 2018 Start
Due to Loan for Newburgh	269,000.00
Total Current Liabilities	\$168,880.00
Total Liabilities	\$269,000.00
Equity	\$269,000.00
Member's Equity	
Owner's Equity	-488,599.00
Retained Earnings	-343,151.00
Net Income	0.00
Total Equity	1,126,530.00
TOTAL LIABILITIES AND EQUITY	\$294,780.00
	\$563,780.00
Saturday, Oct 08, 2016 09:32:12 PM PDT GMT-4 - Cash Basis	

Start Up Costs: Newburgh	
Purchase of 257 Liberty	\$12,000.00
Renovations	\$250,000.00
Architect Fees	\$17,500.00
Furniture & Fixtures	\$22,000.00
Advertising Campaign	\$5,000.00
Engineering Fees	\$20,000.00
	\$326,500.00





TD Bank
America's Most Convenient Bank®
Commercial Lending
555 Hudson Valley Avenue, Suite 105
New Windsor, NY 12553

tdbank.com

December 6, 2016

Ms. Lauren Maples
189 East 18th Street
Brooklyn, NY 11226

Re: 257 Liberty Street, Newburgh NY 12550

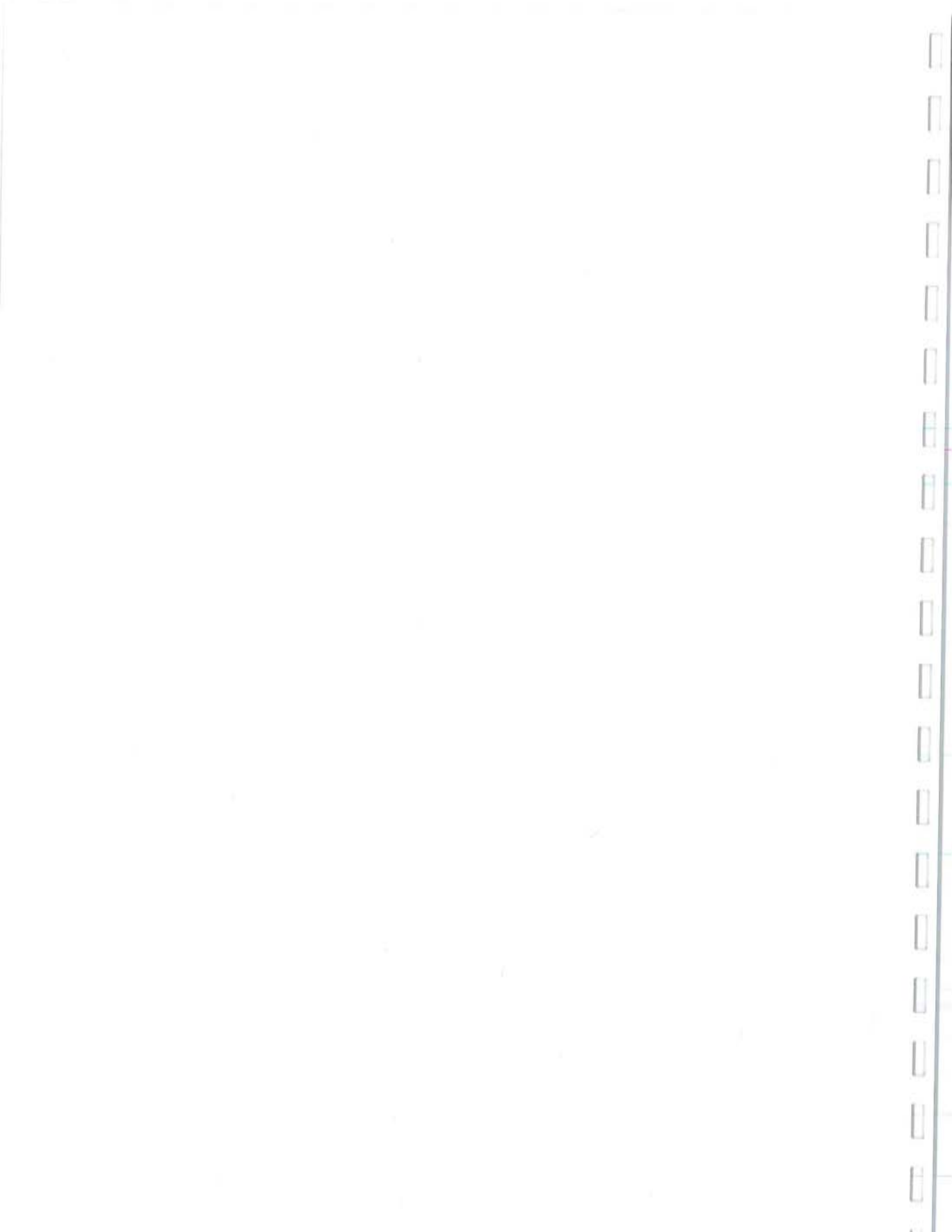
To Whom It May Concern:

Please be advised that TD Bank has been presented with an RFP Package for the acquisition of the above property for the development and use of The BiJa School, owned and operated by Ms. Maples. We have been asked to consider funding for same which we have agreed to do. Consideration is not tantamount to approval and as such this is not a commitment to lend and any such commitment would be subject to additional due diligence and information to be supplied by the applicant in support of this request.

Should you have any questions regarding the above please feel free to contact the undersigned.

Very truly yours,

Thomas A. McGorry
Vice President
845-220-2802



Personal Financial Statement of:

David G. Maples

as of:

12/02/2016

<u>Assets</u>	<u>Amount in Dollars</u>
Cash - checking accounts	\$ 39,899.75
Cash - savings accounts	\$ 158,787.29
Certificates of deposit	-
Securities - stocks / bonds / mutual funds	-
Notes & contracts receivable	-
Life insurance (cash surrender value)	-
Personal property (autos, jewelry, etc.)	-
Retirement Funds (eg. IRAs, 401k)	\$ 1,005,039.44
Real estate (market value)	\$ 3,950,000.00
Other assets (specify)	-
Other assets (specify)	-
Total Assets	\$ 5,153,726
<u>Liabilities</u>	<u>Amount in Dollars</u>
Current Debt (Credit cards, Accounts)	\$ 1,742
Notes payable (describe below)	-
Taxes payable	-
Real estate mortgages (describe)	\$ 214,150.75
Other liabilities (specify)	\$ 25,280.00
Other liabilities (specify)	-
Total Liabilities	\$ 241,173
Net Worth	\$ 4,912,554 CDN

Signature:



Date:

December 2, 2016

Personal Finance Statement of:

Enter your name here

Details**1. ASSETS - Details****Notes and Contracts held**

From Whom Owning	Balance Owning	Original Amount	Original Date	Monthly Payment	Maturity Date	History / Purpose
	\$ -	\$ -		\$ -		

Securities: stocks / bonds / mutual funds

Name of Security	Number of Shares	Cost	Market Value	Date of Acquisition
See attached		\$ -	\$ -	

Stock in Privately Held Companies

Company Name	No. of shares	\$ Invested	Est. Market Value
		\$ -	\$ -

Real Estate

Description / Location	Market Value	Amount Owning	Original Cost	Purchase Date
37 Gilgorm Rd, Toronto, ON	\$ 2,000,000	\$ -	\$ -	01/10/2005
502 St. Clarens Ave, Toronto, ON	\$ 850,000.00	\$ 127,356.66	\$ 295,000.00	01/09/2005
368 Brock Avenue, Toronto, ON	\$ 1,100,000.00	86,794	\$ 365,000.00	01/11/2001

2. LIABILITIES - Details**Credit Card & Charge Card Debt**

Name of Card / Creditor	Amount Due
TD Visa	\$ 1,742.09
	\$ 1,742.09

Notes Payable (excluding monthly bills)

Name of Creditor	Amount Owning	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
	\$ -	\$ -	\$ -		

Mortgage / Real Estate Loans Payable

Name of Creditor	Amount Owning	Original Amount	Monthly Payment	Interest Rate	Secured by (Leine)
TD Bank	\$ 86,794	\$ 287,500	\$ 2,207.12	2.29%	
TD Bank	\$ 127,356.66	\$ 221,250	\$ 1,311.50	2.72%	
TD Bank (Line of Credit)	\$ 25,280.00			2.95%	
TD Bank	-	\$ 515,000.00			



Prepared for:

DAVID G MAPLES
37 GILGORM RD
TORONTO, ON, CAN
M5N 2M4

As at: December 2, 2016

Prepared by:

Courtney Chan, FIN ADVISOR
443 QUEEN ST W
TORONTO, ON, CAN M5V 2B1
Phone: (416) 982-2535
E-mail: Courtney.Chan@td.com

EasyLine: 1-866-222-3456
EasyWeb: www.tdcanadatrust.com

TD Assets:

Account(s)	Balance	Description
TD WATERHOUSE PRIVATE INVESTMENT ADVICE - CDN CASH - [REDACTED]	\$0.00	
TD WATERHOUSE PRIVATE INVESTMENT ADVICE - SDRSP - [REDACTED]	\$354,581.30	OWNER
TD WATERHOUSE PRIVATE INVESTMENT ADVICE - SDRSP - [REDACTED]	\$276,693.20	OWNER
TD ALL-INCLUSIVE BANKING PLAN - [REDACTED]	\$18,746.05	Overdraft Limit: \$2,500.00
TD MINIMUM CHEQUING ACCOUNT - [REDACTED]	\$5,970.28	JOINT - ANY ONE TO SIGN Overdraft Limit: \$2,000.00
TD EVERY DAY CHEQUING ACCOUNT - [REDACTED]	\$4,043.99	JOINT - ANY ONE TO SIGN Overdraft Limit: \$1,000.00
TD HIGH INTEREST SAVINGS ACCOUNT [REDACTED] [REDACTED]	\$158,787.29	
TD UNLIMITED CHEQUING ACCOUNT - [REDACTED]	\$1,674.71	JOINT - ANY ONE TO SIGN Overdraft Limit: \$2,000.00
BORDERLESS PLAN - [REDACTED]	USD \$7,098.54	
RETIREMENT SAVINGS PLAN - PERSONAL - [REDACTED] [REDACTED]		OWNER
DAILY INTEREST SAVINGS RSP - [REDACTED]	\$0.07	
Total TD Assets: CDN	\$820,496.89	
Total TD Assets: USD	\$7,098.54	

Other Assets:

Account(s)	Balance	Description
Principal Residence	\$2,000,000.00	37 GILGORM RD
Other Real Estate	\$850,000.00	502 ST CLARENS AVE
Other Real Estate	\$1,100,000.00	368 BROCK AVENUE
Total Other Assets: CDN	\$3,950,000.00	

Total Assets: CDN	\$4,770,496.89
Total Assets: USD	\$7,098.54

TD Liabilities

Account(s)	Balance	Description
MORTGAGE - [REDACTED]	\$86,794.19	MORTGAGOR
MORTGAGE - 1 [REDACTED]	\$127,356.56	MORTGAGOR
LINE OF CREDIT - HOME EQUITY - [REDACTED]	\$0.00	APPLICANT Credit Limit: \$600,000.00
LINE OF CREDIT - HOME EQUITY [REDACTED]	\$25,280.00	APPLICANT Credit Limit: \$50,000.00
LINE OF CREDIT UNSECURED - [REDACTED]	\$0.00	APPLICANT Credit Limit: \$50,000.00
US DOLLAR CARD [REDACTED]	USD \$0.00	OWNER Credit Limit: \$5,000.00
TD AEROPLAN VISA BUSINESS - [REDACTED]	\$310.43	ADDITIONAL CARD HOLDER 1 Credit Limit: \$25,000.00
TD FIRST CLASS TRAVEL VISA INFINITE CARD - [REDACTED]	\$1,742.09	OWNER Credit Limit: \$30,000.00
Total TD Liabilities: CDN	\$241,483.27	
Total TD Liabilities: USD	\$0.00	

Total Liabilities: CDN	\$241,483.27
Total Liabilities: USD	\$0.00

Net Worth: CDN	\$4,529,013.62
Net Worth: USD	\$7,098.54
Your Net Worth*	\$4,536,112.16

Get rich safely! In market ups and downs, a diversified portfolio can help minimize risk and maximize returns. Ask us how to diversify your portfolio across markets, asset classes, and geographic regions.

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The Total Net Worth value is a combination of both the CDN and USD products on your Portfolio. * The Total Net Worth value assumes USD \$1 = CDN \$1.

This report has been prepared using TD Bank Financial Group information, as well as information that you have provided to us. While every reasonable effort has been made to ensure the accuracy and completeness of the other financial institution information, we cannot guarantee it. The information contained herein is for illustration purposes only. Any legal or tax issues should be confirmed by your own legal or tax advisers.



My Account: Overview

squallo4

Link/Add Acct

Balances

Account value

\$280,323.71

\$0.01 (0.00%)

USD

Positions

PIMIX \$11.97 -0.01 (0.17%) 9,751.19 shares	PRRSX \$7.68 -0.11 (1.41%) 7,814.31 shares	PSRIX \$9.89 0.00 (0.00%) 5,274.72 shares	PRRIX \$10.93 -0.00 (0.09%) 3,999.66 shares
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4 of 4

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Market Snapshot

[Amberella Surges On Earnings Beat,
Buyback Program Extension](#)

Benzinga

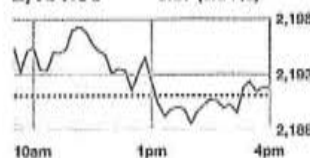
12/01/2016

Amberella Inc (NASDAQ: AMBA) reported Q3 EPS of \$1.11, beating the Street's consensus by \$0.17. Revenue of \$100.5 million, up 7.8 percent year-over-year, came in \$3.2 million ahead of... [Read more](#)

S&P 500

2,191.95

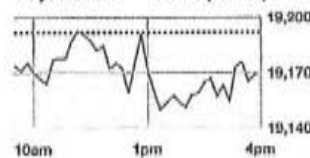
0.87 (0.04%)



Dow Jones Industrials

19,170.42

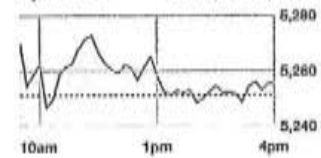
21.51 (0.11%)



NASDAQ Composite

5,255.65

4.542 (0.09%)



News

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Calendar

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IPOs

Splits

Dividends

Ratings change

Conference calls

Filter by

None selected

4 Earnings [See all](#)[Go to calendar](#)

Friday, December 2, 2016

December 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28 (14)	29 (36)	30 (28)	1 (26)	2 (4)	3
4	5 (4)	6 (24)	7 (20)	8 (32)	9 (7)	10
11	12 (11)	13 (7)	14 (10)	15 (12)	16 (6)	17
18	19 (2)	20 (10)	21 (10)	22 (1)	23	24
25	26	27 (1)	28	29 (2)	30	31
1	2 (1)	3 (3)	4 (6)	5 (17)	6 (3)	7

Today: December 2, 2016

1-20

21-100

101+

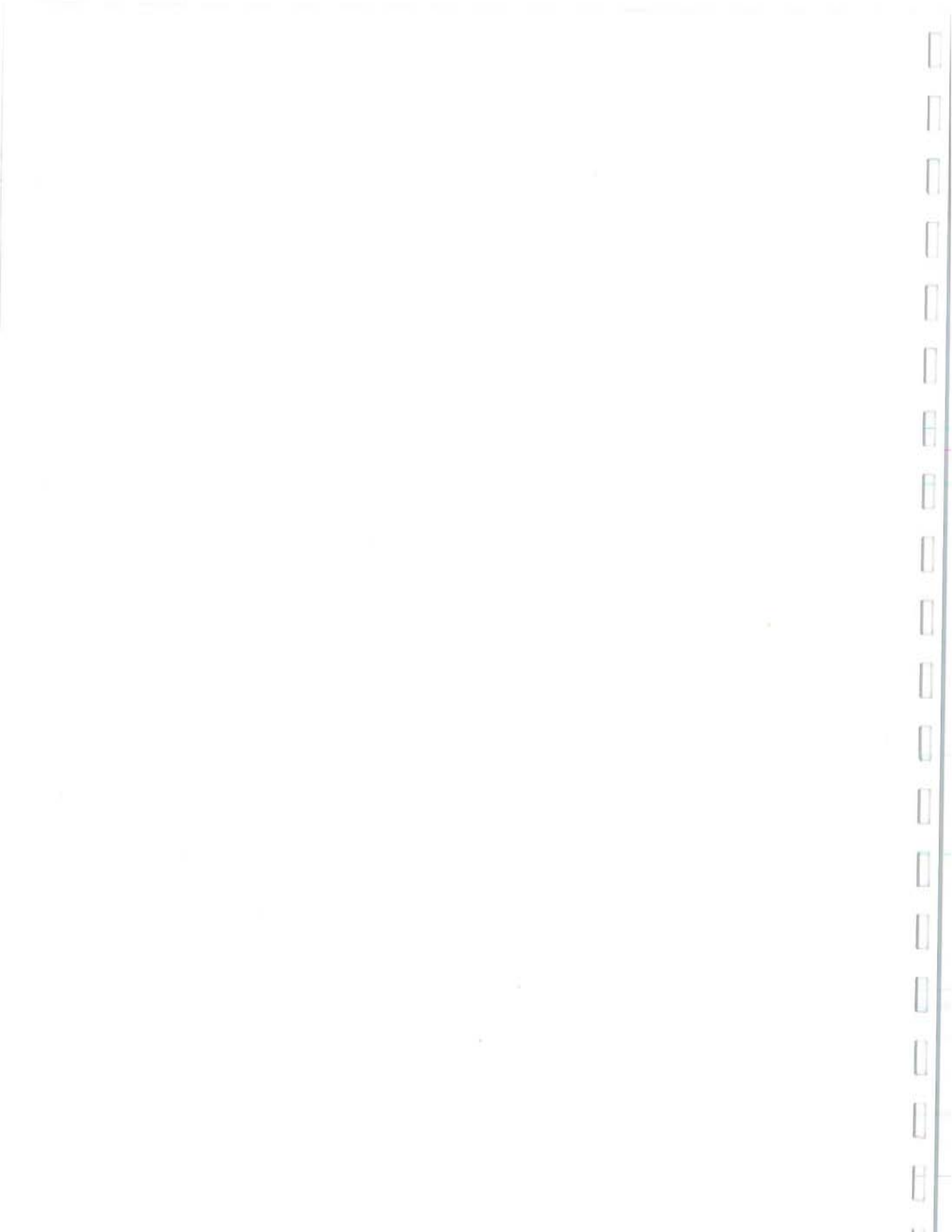
Symbol	Estimate (E) or Actual (A)	Prev qtr change	Estimate range	Confirmed
NTIOF	\$1.21 E	-0.41%	\$1.16 to \$1.26	Yes
VAL	\$1.50 E	-4.65%	\$1.43 to \$1.56	Yes
BIG	\$-0.01 E	--	\$-0.04 to --	Yes
GCO	\$0.93 E	173.24%	\$0.80 to \$1.09	Yes

This page reports non-GAAP earnings

Last Transactions

Your IRA

squallo4



Lauren Maples

869 Wolcott Avenue, Beacon, NY 12508

Phone: 718-916-6885 Email: director@bijakids.com

www.bijakids.com

Experience

Founder and Director, Bija Kids LLC

2005 - 2016

- Created mission, vision, philosophy, and curriculum for diverse progressive education program for children ages 0 – 8. Program focuses include nature, sustainability, social justice, activism, yoga, visual art, dance, music, reading and science.
- Lead teacher for various arts classes, workshops and events.
- Manages a full roster of part-time and full-time employees, plus contractors, freelancers and consultants (approx 20 professionals).
- Maintains relationships with over 200 clients, as well as partners, investors and community leaders.
- From 2005 - 2012 oversaw Bija Kids programming in schools (including International School of Brooklyn, Comprehensive Kids, Open House Nursery and St Luke's Academy). These programs established Bija's reputation enough to begin running a full-time preschool program in 2011.
- Director of Bija Kids Mini Camps at various schools including Open House Nursery and International School of Brooklyn.
- Creator and lead instructor of Bija teacher trainings including a 32 hour comprehensive children's yoga teacher training program and 2-4 hour professional development segments on child development, incorporating yoga and movement in the classroom, and how to facilitate an effective class for ages 0 – 8.
- Educational writer and speaker for national publications and industry events.
- Parenting consultant for enrolled families.

Children's Yoga and Dance Instructor, Powerplay Brooklyn

2003 - 2005

- Created and implemented children's dance and yoga curriculum for ages 0 – 12.
- Oversaw birthday parties and special event programming including scheduling staff, creating contracts, ordering supplies and following up with client satisfaction.
- Co-Director of Powerplay's annual demonstration including rehearsals, staff schedules, choreography, programs and ticket sales for over 500 families.

Nanny, Various Families

1999 - 2004

- Cared for children ages 0 – 8 years.
- Took charges to various classes including music, movement, gymnastics, cooking and soccer.
- Main point of contact for Early Intervention services for twins from 2001 - 2004.
- Created daily schedules, prepared food, performed various housekeeping responsibilities and implemented nutrition plans and nap schedules.

Ballet Dancer, Various Companies and Schools

1986 - 1999

- Performed in the Nutcracker at Chicago City Ballet (age 4 – 9) including the lead role of Clara in the Nutcracker.

- Performed with New York City Ballet (ages 10 – 12.)
- Performed with San Francisco Ballet (ages 13 – 17) including classical and contemporary works.
- Performed with Alberta Ballet (age 17) including classical and contemporary works including the lead role of Sugarplum Fairy in the Nutcracker.

Education

M.S. in Early Childhood Education	2014 - 2015
Completed 16 credits. GPA 3.9	
B.A. of the Arts, New School University	2001 - 2005
Graduated with a concentration in Philosophy and Literature. GPA 3.7	
200 Hour Yoga Teacher Training, Integral Yoga Institute	2004
Areas of study include asana (yoga poses), breathing exercises, meditation, and yoga for children.	
100 Hour Ayurvedic Therapist Training, Ayurvedic Hospital Coonoor India	2008
Areas of study include using Ayurvedic Therapies such as herbs, diet and lifestyle to heal various ailments. Focus on pediatric treatments.	
Infant Child CPR/First Aid	2014
Extensive Professional Ballet Training, Various Schools	1986 - 1999
Full scholarship to the Harid Conservatory at age 12, Full scholarship and living stipend at San Francisco Ballet School from age 13 – 16. Performed in a professional capacity with leading dance companies. Performed the lead role in San Francisco Ballet School's Demo Performance in 1998 and 1999.	

Mitchell Epeneter

Brooklyn, NY 11205

516.653.8844 * mitchell.epeneter@gmail.com

Education

California Polytechnic State University

San Luis Obispo, CA

B.A. Liberal Studies

2012

Child Education and Math Concentrations

Coursework Highlights

- Field Experience: Over 60 hours assisting 1st and 5th grade teachers
- Educating Individuals with Exceptional Needs
- Elementary Physical Education
- Applied Linguistics (focusing on sociolinguistics, language acquisition)
- Teaching Visual Arts (3 courses)
- Children's Literature

Experience

Director of Operations

Brooklyn, NY

Bija Kids

2014 - present

- Manage day to day operations for two locations, with 50+ families and 12 employees
- Develop big picture growth strategies with director
- Work directly with marketing, accounting and educational teams to further vision and philosophy of the business
- Create and deploy streamlined systems for tracking hours, scheduling and intergroup communication
- Act as the main point of contact for 50+ families for enrollment, payment and other logistic questions
- Maintain all required credentials and paperwork for the business to maintain license through Department of Health
- Help with recruitment and onboard process of all new hires
- Demonstrate consistently high interpersonal skills with parents, team members, and students

Assistant Teacher

Brooklyn, NY

Bija Kids

2013 - 2014

- Led enrichment for up to 29 children per day, ages 2 - 6 in preschool, afterschool and camp programs
- Collaborated with other teaching staff and develop age appropriate curriculum
- Implemented electronic timecard system to improve payroll efficiency
- Encourage positive participation of all students in activities and events to develop and strengthen their mental, physical, and social awareness and ability
- modeled effective classroom management skills

Classroom Assistant

2009 - 2012

ASI Children's Center

San Luis Obispo, CA

- Over 3 years, assisted head teachers of 2 different classrooms of 25 students each, following the group from ages 3 through 5
- Developed and regularly taught hands-on curriculum
- Guided and assessed physical development through fine and large motor skill exploration-based activities
- Tailored attention for each child based on IEP, special needs, and cultural factors

- Prepared meals and counseled children in healthy nutrition habits
- Facilitated safe and positive learning environment through effective classroom management and adherence to safety regulations
- Collaborated with parents to create a consistent environment outside the classroom
- Fostered meaningful relationships between students, their families, and teachers

Manager

2008 - 2011

Smile and Nod Improv Comedy Troupe

San Luis Obispo, CA

- Managed 20 person performance team; organized weekly performances, developed and implemented financial plans, monitored administrative responsibilities
- Adapted to high stress performances and public speaking through creative problem solving and flexibility
- Resolved interpersonal conflicts, facilitated team building exercises
- Showed professionalism by adjusting to diverse cultural customs

Production Manager

2012

Black Light Bangkok

Bangkok, Thailand

- Co-created international production company that brings live music and other arts events to Bangkok
- Scheduled daily activities, liaised between artists, venue and technical team, and multitasked administrative duties
- Pitched and secured sponsorships from Red Bull and Pioneer DJ
- Showed professionalism by adjusting to diverse cultural customs

ARYEH SIEGEL

ARCHITECT

EXPERIENCE & SELECTED PROJECTS

1996 – Present

Aryeh Siegel Architect

Principal

- KUBE Beacon, NY
Renovation and conversion of an existing High School building for artist live work residential, gallery space, artist working studios, and a museum. 121,000 sf
- Beacon Lofts Beacon, NY
Renovation and adaptive re-use of 19th century mill buildings for artist live-work residential, artist working studios, recreation facilities, and self-storage. Master planning of 8 acre site. Green building practices and solar panels.
- Towne Crier Cafe Beacon, NY
Renovation of an existing building on Main Street for use as a live music venue and restaurant. 8,000 sf
- Starn Studio & Gallery Beacon, NY
Renovation of an existing industrial building for use as an artist studio and gallery for an internationally acclaimed artist. 22,000 sf
- Ridgecrest Baptist Church New Windsor, NY
Renovation of an existing building for use as a Church and community center. 12,000 sf
- Niche Modern Glass Shop Beacon, NY
Renovation of an existing industrial building for use as a glass blowing shop for a high end lighting company. Retail shop and gallery. 21,000 sf
- Beacon Welcome Center Beacon, NY
New Welcome Center visitor services building. 400 sf
- Beacon Dog Park Beacon, NY
Creation of a 1 acre dog park and associated public trails and facilities within a municipal park.
- Round House at Beacon Falls Beacon, NY
Renovation and adaptive re-use of 19th century mill buildings for hotel, restaurant, artist live-work residential. Master planning of 9 acre site. 56,000 sf LEED standards.
- 544 Main Street Beacon, NY
New construction in Beacon Historic District of 3 story mixed use residential and commercial building. 14 apartments, 3 storefronts. 8,750 sf
- 55 South Brett Street Beacon, NY
Renovated existing 2 story former school gymnasium building to create single family residence. 4,100 sf
- Tallix Artist Live Work Beacon, NY
Renovated existing former industrial space to create 5 artist live-work 12,500 sf
- Newburgh Institute for the Arts Newburgh, NY
Renovated existing 4 story building for an institute for the arts and science. 13,000 sf
- Keon Center Peekskill, NY
Renovated existing building for Day Rehab Center for Adults. 6,500 sf
- Dia:Beacon Museum Beacon, NY
Architectural Project Manager consultant for the renovation of a museum for

514 Main Street
Beacon, New York 12508

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www.ajsarch.com

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Fax 845 838 2657

ARYEH SIEGEL

ARCHITECT

- contemporary art on the Hudson River. Architect for Education Room, Screening Room, and Gallery renovations. 350,000 sf
- Beacon Cultural Community Center *Beacon, NY*
Renovation and conversion of an existing High School building into an arts and community center. 121,000 sf
 - Max Protetch Live/Work & Gallery *Beacon, NY*
Gut renovation of existing historic residence into 4 artist live/work spaces.
Renovation of existing industrial building into art gallery and storage. 14,000 sf
 - 518 Main Street *Beacon, NY*
Gut renovation & façade restoration of four story mixed use building. 12,000 sf
 - Lavaughn Robert Moore Day Care Center *Brooklyn, NY*
Daycare facility for 155 children. Project Designer/Project Architect with Michael Fieldman, Architect.
 - PS/IS 499 *Queens, NY*
New school building for 650 students located on the campus of Queens College. Project Architect with Michael Fieldman, Architect.
 - Massachusetts General Hospital *Boston, MA*
Planning and implementation of a variety of renovation and new construction projects on the hospital campus. Project Architect with Michael Fieldman, Architect.
 - Cinema City *Astana, Kazakhstan*
Entertainment complex with movie theater, live performance auditorium, restaurant, casino and commercial space. 52,000 sf
 - 177 Main Street *Beacon, NY*
Gut renovation & façade restoration of three story mixed-use building in Beacon's Historic District. 4,000 sf
 - Project Space *Beacon, NY*
Gut renovation for gallery and office space. 2,500 sf
 - 232 Main Street *Beacon, NY*
Gut renovation of three story mixed-use building. Tea Room, apartments 3,800 sf
 - 244 Main Street *Beacon, NY*
Renovation of office space.
 - Winthrop House *Shelter Island, NY*
Private residence for sculptor John Chamberlain. 21,000 sf
 - One Lexington Avenue – Clark Residence *New York, NY*
Creation of Triplex apartment and renovation on Gramercy Park. 7,000 sf
 - Chamberlain Studio *Shelter Island, NY*
Studio for sculptor John Chamberlain. 15,000 sf
 - Rossant Residence
Private Residence designed around courtyard. With James Rossant, Architect.
 - Shields Studio *Shelter Island, NY*
Studio for artist Alan Shields. 3,500 sf
 - Gallmann Residence *East Hampton, NY*
Addition to Frank Lloyd Wright Studio house. With Arakawa / Gins.
 - Gagnum Residence *East Hampton, NY*
Additions and renovation of existing private residence 2,800 sf
 - Gagnum Residence 2 *Barcelona, Spain*
Gut renovation of an apartment. 2,100 sf
 - Gagnum Residence 3 *East Hampton, NY*
Private Residence using restored antique barn framing. 4,500 sf

1996 – 1997

Beckhard Richlan Architects

- Temple Emeth *New Jersey*
Additions and Renovations to synagogue. 11,500 sf

Project Manager

ARYEH SIEGEL

ARCHITECT

- 1996 **Rafael Vinoly Architects** *Project Architect*
- Private Residence Ridgfield, Connecticut
House built around a 4,000 sf courtyard. 14,000 sf
- 1993 – 1996 **Michael Fieldman & Partners** *Project Manager / Designer*
- Staten Island University Hospital Staten Island, NY
Planning and implementation of a variety of renovation and new construction projects on the hospital campus, including: Radiation Oncology Building, Main Entrance and Lobby, Traumatic Brain Injury Unit, and a new six-room Operating Room Suite.
 - Massachusetts General Hospital Boston, MA
Planning and implementation of a variety of renovation and new construction projects on the hospital campus.
 - Audrey Cohen College New York, NY
Gut Renovation and two story fit-out for classrooms and administration. 75,000 sf
 - Junior High School 234 Brooklyn, NY
Addition and historical renovation to a public Junior High School. 160,000 sf
 - New York City Police Training Facility (project) Bronx, NY
Winning entry in an international competition for a new, state-of-the-art police training facility for the City of New York. Joint venture with Ellerbe Becket. 475,000 sf
 - PS / IS 217 (phase 2) Roosevelt Island, NY
New school for 850 students located on Roosevelt Island. 95,000 sf
- 1992 – 1993 **Carrington Macrae-Gibson Architects** *Project Architect*
- Salisbury Hotel New York, NY
Renovation of Lobby and public spaces.
 - New York Public Library New York, NY
Renovation of Service Facilities wing.
- 1991 – 1992 **Norman Rosenfeld Architects** *Project Architect*
- Mount Sinai Hospital New York, NY
Expansion of radiology department, including the installation of MRI therapy clinics.
 - New York Eye and Ear Hospital New York, NY
Comprehensive renovation of existing hospital facilities, along with a new 32-bed Ambulatory Care Unit. 8,500sf
 - St. Lukes / Roosevelt Hospital New York, NY
New construction and renovation of existing facilities in a multi-phase project to upgrade clinics and treatment centers. 56,000sf
- 1991 **David Roth Architects** *Project Architect*
- Ambassador's Residence New York, NY
Gut renovation for an apartment for the Ambassador of Finland to the United Nations. 3,400 sf
- 1988 – 1991 **Lee Manners & Associates** *Project Architect*
- 130 Prince Street New York, NY
Additions and gut renovation of a six story building for art galleries and ground floor commercial spaces.
 - Comme des Garçons New York, NY
Gut renovation of 2 stories for a high-end retail clothing store. 5,000 sf
 - 120 Wooster Street New York, NY
Façade restoration of 11 story building in historic Soho cast iron district.
- 1984 – 1988 **Ulrich Franzen & Partners** *Draftsman, Detailer's apprentice*

ARYEH SIEGEL

ARCHITECT

- Battery Park City New York, NY
New construction of two 50 story high-rise residential towers.
- Ralleye Motors Long Island, NY
New construction of a car dealership and showroom.
- Bristol Plaza New York, NY
56 story high-rise residential tower on the Upper East Side.

EDUCATION

1987	Pratt Institute	Bachelor of Architecture	Graduation with honors
1981 - 2	New York University	Journalism	
1980	Bronx High School of Science		Graduation with honors

REGISTRATION

Licensed and Registered Architect in New York State and Massachusetts
Member of the American Institute of Architects
Member of NCARB

ARYEH SIEGEL

ARCHITECT

257 Liberty Street

Experience

Aryeh Siegel Architect has worked on several projects in and around the Hudson Valley for the past 16 years. Prior to opening his own practice in 1996, Mr. Siegel worked for a number of notable architectural firms in New York City.

Mr. Siegel graduated with a Bachelor of Architecture with Honors from Pratt Institute in 1987. He is a member of the American Institute of Architects, NCARB, and Green Globes.

Many of the Hudson Valley projects involve historic restoration, adaptive re-use, and renovations of 19th century buildings. Preservation of historic buildings and sites is a central focus of the firm, and we have provided services for new construction, additions, renovation and interiors, as well as master planning of sites. The firm provides zoning and building code analysis at the beginning of each project to define the parameters required by state and local authorities having jurisdiction over the work.

A key aspect of many of Aryeh Siegel Architect's projects is fulfilling the goal of fitting the project into its immediate surroundings and larger neighborhood and environment. A majority of restoration and adaptive re-use projects must go through an extensive Architectural Review Board review, and the firm has a track record of approvals.

Projects are scheduled and staffed in order to provide services on the Owner's schedule and in a timely manner. Aryeh Siegel Architect has a strong record of completing projects on time and within budget. Attention to design and detail are evident in all of the firm's work.

514 Main Street
Beacon, New York 12508

ajs@ajsarch.com
www.ajsarch.com

Tel 845 838 2490
Fax 845 838 2657

ARYEH SIEGEL

ARCHITECT

The following is a selection of some recent work:

Roundhouse

Beacon, NY

Aryeh Siegel Architect was the Master Planner and Lead Architect for the renovations of multiple buildings at an existing 19th century factory complex for use as a hotel, event space, and restaurant. This was a vacant industrial site, and the firm worked closely with the Owner and led the efforts of multiple sub-consultants to bring the project to fruition. Although the Owner decided not to pursue LEED Certification, this project meets LEED standards and is highly energy efficient.



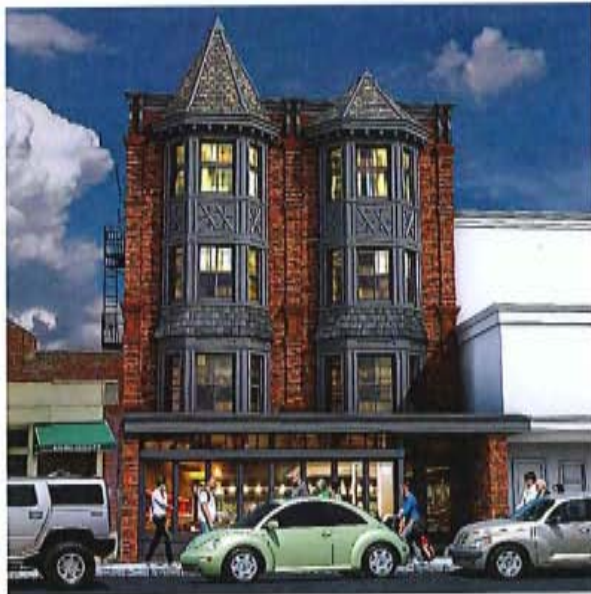
ARYEH SIEGEL

ARCHITECT

Beacon Hotel

Beacon, NY

Renovation of existing building in the Main Street Historic District for Hotel and Restaurant use. Aryeh Siegel Architect designed the extensive interior and exterior renovation, and brought the project into compliance with accessibility standards without compromising the historic nature of the existing building. Mr. Siegel coordinated a number of engineers and sub-consultants.



Beacon Lofts

Beacon, NY

Master Planning and renovation of existing factory complex for residential use. Aryeh Siegel Architect provided master planning as well as building design for over 200,000 square feet of new and existing construction. The site plan brings together the separate buildings and structures in a way that harmonizes the whole property. Construction is being executed in phases, and the lofts are being occupied as quickly as they are being completed.



ARYEH SIEGEL

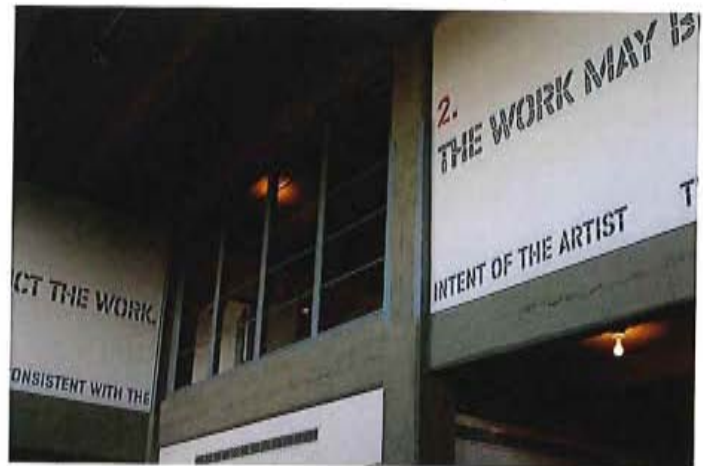
ARCHITECT

Dia Beacon Museum

Beacon, NY

Various Gallery Renovations, Education Center

Aryeh Siegel Architect was hired as an Owner's Representative during the original construction of the Museum, working closely with the Director of Operations to keep the large project running on time and on budget. Extensive coordination with the building architect, as well as contractors and engineers, was required during construction. After the museum opened, the Dia Beacon hired Mr. Siegel to provide architectural design services for several gallery renovations, a film theater, and the Education Center. The goal of each project is to fit within the overall design of the museum.



ARYEH SIEGEL

ARCHITECT

Elks Lodge Building Renovation Project

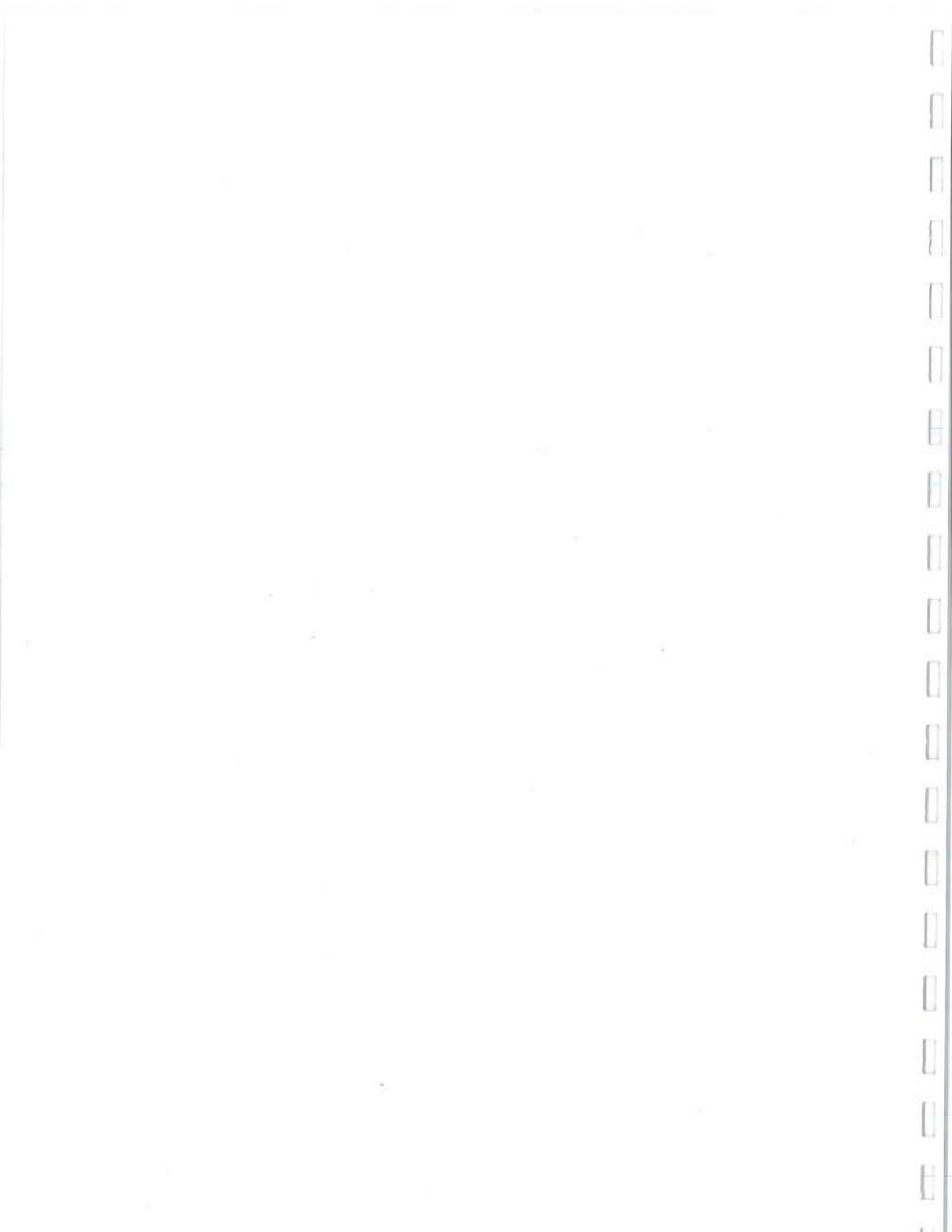
Newburgh, NY

Aryeh Siegel Architect led the design efforts for the renovation of the existing Elks Lodge Building on Liberty Street in Newburgh for and education center and artist residencies. Design and construction documents were completed, but the project was not built.

Howland Cultural Center

Beacon, NY

Renovation of Landmark building in the Historical District of Main Street. Installation of a geothermal heating and cooling system. Repairs and replacement of historic doors and windows





General Contracting Corporation
 Phone - 845.590.0272
 Fax - 845.838.4258
<http://bsmithandcompany.com>
bsmithgc@optonline.net

Brian Smith is a total package, hands-on builder and contractor serving the Hudson Valley. From land clearing to landscaping, from the first nail to the last drop of paint, and everything in between, Brian Smith himself oversees every detail.

Services include:

Debris clearing, renovations, modular homes, new homes, masonry, additions, painting, tilework, renovations, landscaping, kitchens, baths, and more.

Qualifications:

- 28 years of building experience
- 6 years as a union foreman for Nastasi and White building skyscrapers in Manhattan
- Major project examples include the Arthur Ave Tennis Stadium, renovation of J. Crew in Times Square, and a 63-story building on 63rd Street.
- BBB Accredited - A+ Rating
- 203k Certified Contractor

Renovation examples: <http://bsmithandcompany.com/RenovationProject/RenovationProject.html>

Before and after:



Other work examples:





General Contracting Corporation

Phone - 845.590.0272

Fax - 845.838.4258

<http://bsmithandcompany.com>

bsmithgc@optonline.net



203k
Certified
Contractor

Proposal for Architectural Services

257 Liberty Street

Newburgh, New York

November 19, 2016

ARYEH SIEGEL, ARCHITECT
514 MAIN STREET
BEACON, NY 12508

Program Requirements

Summary: Gut renovation of existing 2 ½ story building for use as a school.

Scope of Work

1. **1st Floor**
 - A. Classrooms
 - B. Kitchen
 - C. Toilets
2. **2nd Floor**
 - A. Classrooms
3. **3rd Floor**
 - A. Office
4. **Exterior**
 - A. New windows and doors in existing openings
 - B. Cleaning, repairs and repointing existing brick
 - C. Roof repairs as required
5. **Items Excluded from the Scope of Architectural work**
 - A. Surveying
 - B. Site / Civil Engineering
 - C. Structural Engineering
 - D. Mechanical / Electrical / Plumbing Engineering
 - E. Fire protection Engineering
 - F. Landscape Design and Planting Specifications

Phases of Work

A. Schematic Design

1. Review the program furnished by the Owner to ascertain the requirements of the Project and review the understanding of these requirements with the Owner.
2. Review with the Owner alternative approaches to design and construction of the Project. A total of three alternative schematic designs may be presented. Additional designs will be provided at the hourly rates described herein.
3. Prepare, based on mutually agreed upon program and Project budget requirements, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
4. No fixed limit of Construction Cost shall be established as a condition of the Agreement by the furnishing, proposal, or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.

B. Design Development

1. Based on the approved Schematic Design Documents, and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare Design Development Documents consisting of drawings to fix and describe the size and character of the entire Project as to architectural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2. The Architect shall prepare the Design Development drawings in anticipation of compliance with the Building Code as described in Section C.3. below. It is not the intent of the Design Development drawings to describe technical compliance with Building Codes.

C. Construction Documents

1. Based on approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.

Phases of Work *(continued)*

C. Construction Documents

2. Assist the Owner in connection with the Owner's responsibility for filing documents required for approval of authorities having jurisdiction over the Project.
3. The Architect shall review laws, codes and regulations applicable to the Architect's services. The Architect shall respond in the design of the project to requirements imposed by governmental authorities having jurisdiction over the Project. The Architect shall prepare the Construction Drawings to conform with applicable Building Codes in a manner that is normally acceptable to the Building Code authority having jurisdiction over the work; and which are known, published, and in effect as of the date of this Agreement. The Architect shall not be responsible for complying with any conflicting, inconsistent, or revised Building Codes not readily apparent at the time of drawing preparation; but shall make every effort to determine the applicability of any such conflicting Codes to the project, and obtain a determination from the Building Department.

D. Bidding or Negotiation

1. Subsequent to the Owner's approval of the Construction Documents, assist the Owner in obtaining bids or negotiated proposals from contractors.

E. Construction Administration

1. The construction phase will commence with the award of the Contract for Construction, and will terminate when the final payment to the Contractor is due.
2. Consult with the Owner during the Construction Phase as requested by the Owner. The Architect shall not have control over and shall not be responsible for construction means, methods, sequences, schedules, or procedures, since these are solely the responsibility of the Contractor under the Contract for Construction.
3. Visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding according to the Contract Documents. Keep the Owner informed of the progress and quality of the Work, and endeavor to guard the Owner against, and bring to the Owner's attention, defects and deficiencies in the Work of the Contractor observed during site visits.

Owner's Responsibilities

1. The Owner shall provide full information regarding requirements for the project including a program, which shall set forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
2. The Owner shall furnish a legal description and a certified land survey of the site giving, as applicable, grades and lines of streets, pavements, rights of way, restrictions, boundaries and contours of the site, tree locations, and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
3. The Owner shall furnish the services of engineers and other consultants when such services are deemed necessary by the Owner, the Architect, or by the authorities having jurisdiction over the work. The Owner shall coordinate the work of its own consultants with those services provided by the Architect. The Owner shall require its consultants to maintain professional liability insurance as appropriate for the services provided.
4. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required.
5. The Owner shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project.
6. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
7. The Architect shall be entitled to rely on the accuracy and completeness of the services, information, surveys and reports described herein.
8. The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and the Work.

Schedule of Fees

Base Fee for Architectural Services – Building Renovation

The Base Fee for the renovation work shall be a stipulated sum based on a percentage of the estimated construction cost and the work described in this agreement. Should the Scope of Work performed by the Architect change the fee will be adjusted accordingly. Such change of scope shall include revisions required by inconsistencies with approvals or instructions previously given by the Owner; change in the scope of the project; changes required by enactment or revision of codes, laws or regulations subsequent to the preparation of documents; due to changes required as a result of the Owner's failure to render decisions in a timely manner; and due to errors or default on the part of the Contractor or his sub-contractors.

Architect's Fee: \$17,500

Phase	%	Fee
Schematic Design	15%	\$ 2,625
Design Development	20%	\$ 3,500
Construction Documents	50%	\$ 8,750
Bidding or Negotiation	5%	\$ 875
Construction Administration	10%	\$ 1,750
Total Fee	100%	\$ 17,500

Hourly Rates

Architect: \$145 per hour
Drafting & Technical: \$85 per hour
Administration: \$25 per hour

The foregoing fees do not include the following reimbursable expenses:

- + Reproduction of documents.
- + Cost of express mailing and shipping, postage and handling.
- + Fees of consultants (including engineers and surveyors) at a multiple of 1.10 times the amount billed to the architect.
- + Fees for testing agencies, if required.
- + Hourly fees for work required to obtain approvals from authorities having jurisdiction over the work, with the exception of normally required approvals from the local Building Department. This includes, but is not limited to the Planning Board, Architectural Review Board, Zoning Board, and City Council.
- + Fees of cost estimating consultants to provide detailed cost estimates.
- + Cost of renderings, mock-ups, samples, or other methods of presentation apart from those indicated as part of the scope of work in this Proposal.
- + Providing services made necessary by the errors or default of the Contractor or his sub-contractors.
- + Other expenses that may reasonably be inferred and agreed by the Owner and the Architect to be beyond the scope of this agreement.

Miscellaneous Provisions

1. Invoices shall be billed on a monthly basis as the Architect's work progresses, and payment shall be due upon receipt of invoice. Late payments are subject to interest at the rate of 5% per month.
2. If Architect's fees are not paid per Item #1 above, notwithstanding any other provisions of this Agreement, the Architect reserves the right to seek payment through collection actions and/or legal means. All legal costs, court costs, and attorney fees of the prevailing party in any legal action shall be paid by the non-prevailing party.
3. No drawings will be issued or released until all payments are up to date.
4. Payments of fees to the Department of Buildings, Planning Board, Zoning Board, and other authorities having jurisdiction over the work shall be paid directly by the Owner.
5. The retainer given by the Owner to the Architect upon acceptance of the Proposal will be credited to the Architect's final invoice. Should the project be terminated or abandoned by the Owner before the entire retainer has been credited towards invoices, the remainder of the retainer shall not be refundable to the Owner, and any outstanding invoices shall be paid in full, without expectation of credit from the retainer.
6. The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
7. The Drawings, Specifications and other documents are instruments of the Architect's service, and the Architect shall be deemed the author of these documents, and shall retain all rights to these documents, including copyright. Owner agrees to allow the Architect to use photographs and drawings of the finished project in the Architect's marketing materials and website.
8. Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect.
9. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Any payments due as of seven days after the receipt of written notice of termination shall be due and payable immediately.
10. This Agreement may be terminated by the Owner upon not less than seven days written notice to the Architect in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 60 consecutive days, the Architect may terminate this Agreement by giving written notice.
11. The terms of this proposal are valid for 60 from the date of the proposal. After 60 days, the fees and terms are subject to change based on the Architect's current rates.

Agreement

made and entered into as of the Twenty Eighth Day of September, Two Thousand Sixteen

Between the Owner:

Lauren Maples
Bija Kids

and the Architect:

Aryeh Siegel, Architect
514 Main Street
Beacon, New York 12508

For the Project as outlined in this Proposal.

Owner	Lauren Maples	Date
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Architect	Aryeh Siegel	Date
-----------	--------------	------



General Contracting Corporation
C/o Brian Smith
19 Williams St
Fishkill, NY 12524

Phone - 845.590.0272
Fax - 845.838.4258
<http://bsmithandcompany.com>
bsmithgc@optonline.net

Estimate

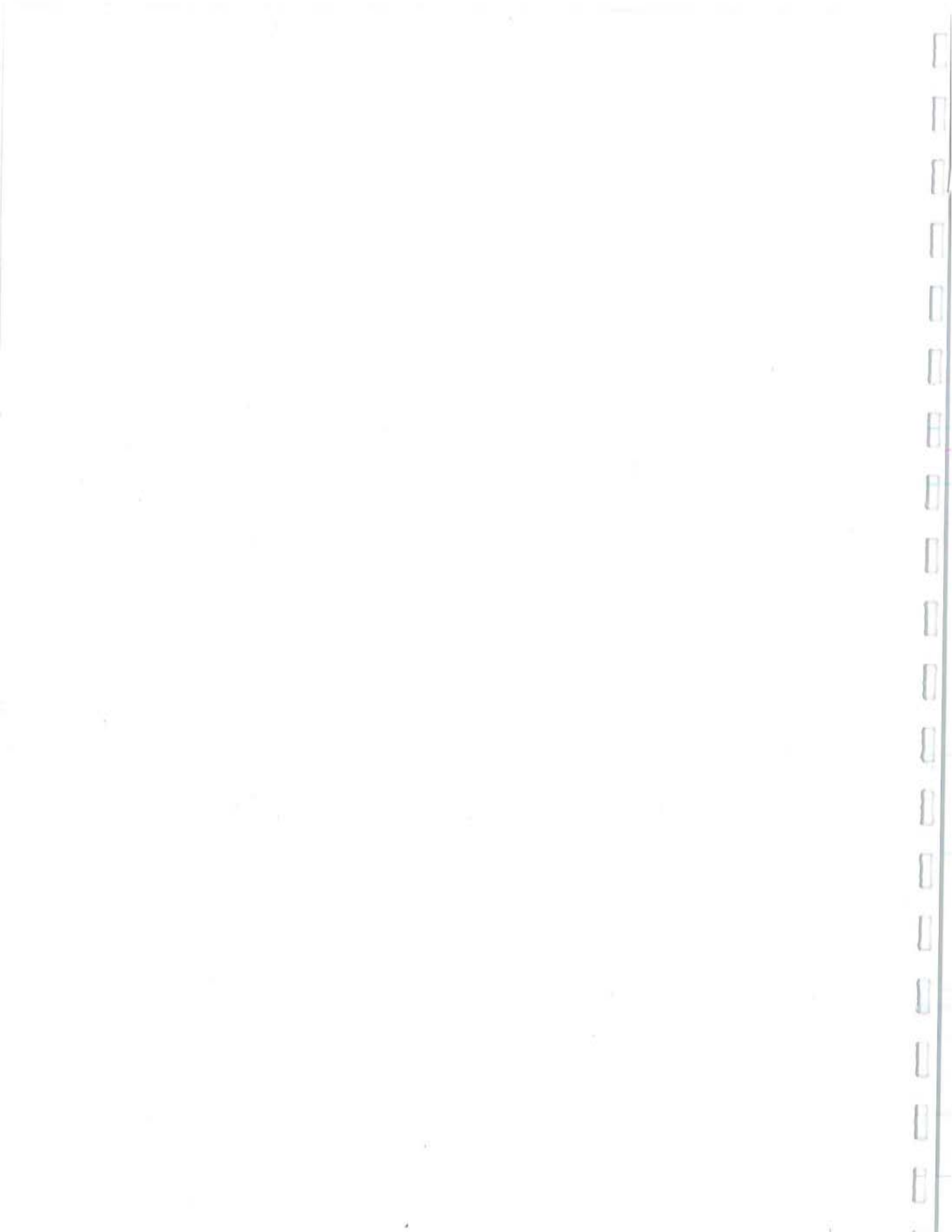
November 17th, 2016

Client: Lauren Maples
257 Liberty Street
Newburgh, NY
lauren@bijakids.com
715.916.6885

Description

• Remove debris from building	\$20,000
• Demolition	\$20,000
• Custom Windows to landmark specifications	\$30,000
• Electrical and plumbing	\$30,000
• Install commercial grade kitchen	\$20,000
• Repair/restore slate roof where needed	\$25,000
• Complete 3.5 bathrooms with tile and fixtures	\$50,000
• Install all sprinkler systems to code	\$25,000
• Install a pull system fire alarm	\$10,000
• Refinish all floors	\$10,000
• Refinish all drywall/plaster and paint	\$10,000

TOTAL ESTIMATED COST: \$250,000



A Moment With Lauren Maples

livetheprocess.com/2016/06/a-moment-with-lauren-maples/

6/23/2016

LIVE THE PROCESS



"As the world evolves, so do we."

Lauren Maples is a model of conscious behavior.

The onetime ballet dancer and certified yogi happened naturally upon her interest in childhood education after years of nannying during college. Then, while teaching in independent and public schools, she became fascinated by what separates a successful and happy learning environment from a less functional one.

Ultimately, she founded Bija (which means "seed" in Sanskrit), the sum of all her passions: The progressive Brooklyn- and now Beacon-based, socially conscious preschool promotes creativity and fosters the learning of life skills for the future in open, minimal spaces.

Here, Maples explains why evolution is essential to continued progress:

Live The Process: What was your own early childhood experience like?

Lauren Maples: I had a pretty wonderful early childhood experience, and it has very much influenced my philosophy at Bija. My mother is an artist. I spent a lot of time working alongside her in her studio, in her garden and in her kitchen, cooking together on a daily basis. We lived in Chicago and went to art museums, the Children's Museum and the aquarium on a regular basis. My parents exposed me to travel and great restaurants from a very early age. They always emphasized social graces and being independent. I was also seriously involved in ballet from a young age and the discipline, grace and focus required have been great tools for me as an innovator and educator. These experiences have all become integral to the Bija approach.

LTP: What led you to dance and yoga and then to combine that background with education?

LM: It was a very organic transition. I studied ballet from the age of 4 and began performing with professional companies at 10 years old. At 18, I was burnt out and decided to leave the profession. I moved to New York, enrolled in college and discovered my love for yoga. By the time I graduated, I had four years of nannying experience and was certified yoga teacher. Bija, in its earliest stages, was a culmination of my knowledge, passions and experience. We started off offering creative movement, yoga and tumbling classes. As I became more involved in social and food justice, cooking and sustainability, and developed into a passionate supporter of local artists, our offerings at Bija evolved. I see Bija's philosophy as an extension of my own way of living, so it continues to make sense to incorporate new ideas into what we do on a daily basis.

LTP: What sets Bija apart from other schools and why is this approach important?

LM: I started Bija eleven years ago, and we actually opened the weekend that I graduated from The New School. My original intent was to create a fun and meaningful place for children and families and to be in control of my own life's design. I have always had high expectations for myself, and I thought that I would enjoy and be motivated enough to work for myself. The evolution isn't something I could have predicted when I was 22, but Bija has really become my life's work.

I think the school is unique for several reasons: While much of our philosophy is aligned with other progressive educational approaches, I believe that we are taking things to the next level. I am continuously re-evaluating our commitment to our ideals and working to get closer to them. For example, we support small local farmers for all of our food and material purchases, right down to the flour for our homemade playdough. When we model our beliefs on such a deep level, those ideas become part of a child's experience. They understand the value. That's powerful. It's also really important to me that Bija never becomes dogmatic. We have ways that we do things, but, as the world evolves, so do we. I think this is a key component of progressivism.

LTP: In addition to dance and yoga, what wellness regimens do you practice to keep yourself feeling healthy and balanced?

LM: I think the best way that I stay healthy and balanced is by recognizing that life is meant to be lived. I spend time in nature every day. I travel, I meditate, I practice yoga and I cook. I love to host parties and believe laughter and celebration with friends is a very important part of my wellness routine. I get acupuncture every other week. I take baths. I play with my dogs. I have learned that these are the things that support my creativity. I make sure that my staff has access to wellness experiences too. At Bija, we encourage our teachers to travel and take time off and enjoy homemade meals together on a (somewhat) regular basis.

LTP: What does happiness look like to you?

LM: I think happiness changes over time. Mostly though, it's being present with what is actually happening. The more I learn to accept life as it is and stop trying to control things, the more contentment I feel. Happiness is also the willingness to take risks and be true to your own needs, even when they aren't conventional. After sixteen years in Brooklyn, I made the big leap to move to Beacon on my own. Many people said I was crazy, but I'm so glad I did it. Having nature in my backyard instantly improved my quality of life. And having wonderful, supportive, meaningful relationships is a very important part of being happy. I'm very grateful to have that in my life.

LTP: What does it mean to you to "Live the Process" and how can we all do that more every day?

LM: Living the Process is about getting to know who you really are and each day taking the (sometimes scary) steps of getting closer to that essence, that core. It's not about being your perfect self, but about getting to know yourself as deeply as possible. From there, you can design a life that is fulfilling and has purpose.



Laying the Groundwork for Life:

Creating Nature Experiences for Children



By most standards it was a gray and dismal day. Last night's snow was melting as temperatures rose fast—creating muddy pools and dripping gutters. The playground was half frozen mulch, half icy depressions. Most schools would keep their students inside. However, instead of painting or snuggling up to read books, Bija students were dressed in waterproof boots, hats, and jackets. Many were squealing with utter excitement as they jumped again and again in puddles so large that their jeans were dripping with mud. Others were filling pots and pans with mulch, ice, and rocks in our “mud kitchen” and still more were exploring for roots and worms in the partially frozen raised bed gardens. For Bija children, it was a beautiful day.

A Platform for Learning

When I started working as an educator 15 years ago, creating nature experiences for children was far from my mind. I was always invested in creative, open-ended, play-based education because I understood this as the basis for meaningful learning. Yet the more I think about ways to support children in growing into productive, happy, and kind individuals, the more I realize that time outdoors may be the missing ingredient. Spending unstructured time in nature opens a world of wonder and awe. There are ample opportunities for discovery. Nature experiences, whether in the schoolyard, at a nearby park, or on a camping trip can help kids understand the interconnectedness of our beautiful earth. Outdoor experiences shouldn't just be reserved for after school hours or weekends with parents. Time in nature is not a luxury; it's a platform for educating children.

Beauty in nature is diverse and multifaceted. It often takes multiple experiences in the same place, and in various types of weather, to

understand just how wonderful the outdoors can be. Left to roam freely outdoors, most kids quickly dive in and begin to notice patterns, create forts, tree houses, or play imaginative games together. They let go of their fears of being dirty and "doing it right" and instead, embrace uncertainty and change. For some this shift is immediate, and for others it may take more time. In general, kids long to climb trees or spend focused minutes observing the amazing things happening an inch below the earth. These desires help the wind and cold melt away on less than perfect days. Children's literature, toys, and materials are covered with depictions of animals and plants. Often a baby's earliest sounds are the "bah bah" of a sheep or the "tweet tweet" of a bird. But what about actual experiences in nature? How many kids feel the icy breeze on their face or navigate a forest trail regularly? How many schools opt to turn off the video in the auditorium and send kids out to recess in the snow and rain?

Longer school days, more homework, urbanization, organized sports, and daily access to technology all play a role in children spending less time in nature than ever before. Studies show that children now spend 90% of their leisure time inside and many schools contribute to this trend. We don't place the proper value on time outside, time without intentional goals or structured expectations. This is robbing our kids of joy and challenge—both such meaningful parts of life.



Nature experiences—whether in a park or in the playground—are a missing ingredient in many children's lives.

The Benefits of Nature

What happens when kids have unstructured time to play and explore outdoors?

- **Problem Solving:**

Unlike a structured school day, the routine of home life, organized classes, and sports, there is no telling what one will encounter outside. Whether it is crossing a stream, building a fort, or figuring out how to scale a rock, time in nature helps kids figure stuff out. When kids learn to problem solve in situations that are fun and spontaneous they are able to carry those skills into their schoolwork and daily life.

- **Risk Taking:**

Kids need to learn to take risks in order to be able to cope with the world. Life is full of adversity and many children today do not have the skills to manage everyday challenges. Playing outside requires kids to try things that might scare them, but does so in a way that is fun and inviting. How exciting was it the first time you climbed a tree, figured out how to trap minnows, or encountered a wild animal? These situations build self-esteem and foster a willingness to try new things.

- **Increased Creativity:**

Children who play outside become naturally curious and creative. Nature is full of open-ended materials. Pine cones become babies, leaves become blankets, and sticks become telescopes. Using imagination and creativity are valuable skills that will guide kids throughout their life.

- **Physical Development:**

It's important for children to use their bodies in experimental ways. Outdoor play in nature inspires and often requires running, kicking, jumping, climbing, and balancing. Coordination and core strength are improved as a result of these activities. When these skills are fostered early on, children are more successful not only in sports, but in academics as well, not to mention they are healthier in mind and spirit.

- **Reduced Mental Health Issues:**

Studies show that anxiety, depression, and possibly even ADD are reduced when children spend more time in nature. Children today have less control over their lives than ever before. Since 1955 the school day and school year have continued to get longer and homework has become the norm (sometimes for kids as young as 3!). The more scheduled we make their lives, the more children suffer from depression, anxiety, and attention deficit challenges. Children need freedom to play. They need time to themselves and with peers. It is no surprise that as we have removed these things from kid's lives we have seen a vast increase in psychological problems. Time in

nature offers great opportunities to help kids regain some control of their childhood.

- **Learn Empathy:**

When children understand the sanctity of life they respect it. Time in nature helps kids understand just how precious life is, and that life truly is all around us. Our world is in crisis and our children are the generation that will be able to stand up and fix it. Appreciating nature is the first step in the process.



Healthier in body, mind, and spirit!

The Role of the Teacher

Where and how do I begin?

Offering children nature experiences doesn't have to be overwhelming. Teachers can find ways to incorporate nature into everyday activities.

- Bring natural materials into the classroom. Use shells, rocks, seeds, beans, and tree slices for counting, sorting, and dramatic play activities.
- Add fresh or dried flowers to the center of your classroom tables. Herbs such as lavender and rosemary also make excellent natural centerpieces. Have children collect wildflowers on a nature walk and display them around the classroom. A beautiful classroom space enhances learning experiences.
- Use time outdoors as a "listening experience". Before heading out of the classroom let students know that you will use your ears to "hear nature". Discuss what sounds you might hear—birds, crickets, the crunching of leaves underfoot. When you return to the classroom, process what you heard in a discussion or through art-making. Create a classroom book with drawings or photographs of the "sounds of nature" in your local environment.

- Plant something. Even if you don't have access to your own outdoor space, there are ways to grow things with children. Plant a small herb garden in the classroom window, start some sunflower seeds to take home in plastic baggies, or grow a pot of lettuces to use to create a salad together. If you are really inspired, join a community garden! An added bonus is that kids are more likely to try new foods when they participated in caring of the plants.
- Skip the playground and explore an open green space, a grove of trees, or a hiking trail. Bring a bird book and learn some of the native birds. Take photographs of trees and plants and research their names when you return to school. Modeling an interest in the natural world will help students express their own excitements and discoveries.
- Make art with natural materials. Start by giving students collection bags on a nature walk. This could simply be a walk around your school building or around the block. Resist your desire to limit what children can put in the bag as long as it is natural, safe, and can fit inside. Children are born explorers and you will be amazed what they notice and collect! When you return to school, allow everyone time to observe their own and others findings. Materials can be collaged onto butcher paper or pieces of cardstock or cardboard.



There are many ways to collect nature. Try this nature bracelet activity.

Finding Joy in Nature

Spending time in nature doesn't have to be perfect. It may require examining your own assumptions about teaching and your relationship to the great outdoors. Children will watch what you model and notice if bugs, dirt, cold temperatures, or bright sun make you embrace the outdoors or stay inside. What are you interested in exploring? What are your children excited about? Start with the things that move you, collect reference books from the library and bring nature back into the classroom. Each little step will help create

connections. This is the real work, the real learning. Finding meaning and joy sets the stage for a lifelong desire to grow, question, and create change. When students become invested, mindful people—and I believe nature experiences lay the groundwork for just that—then we as educators can be proud.



Finding joy in nature sets the stage for a lifelong desire for learning.

By Lauren Maples

Topics: Benefits of Outdoor Play, Connecting with Nature, Environmental Education

Date: April 19, 2016

ABOUT THE AUTHOR

Lauren Maples



Back in 2005 while teaching yoga and dance in public and independent schools, Lauren became interested in why there was such disparity between successful and happy learning environments and those that struggled. Through inquiry and observation, she developed the Bija approach which strives to create a fulfilling and engaging educational experience that's grounded both in the real world and with an eye towards the future.

Lauren has danced with internationally acclaimed ballet companies including San Francisco Ballet and New York City Ballet and holds a BA from New School University. Lauren is currently completing her Masters in Early Childhood Education at Bank Street College.

From The Atlantic

CITYLAB

NAVIGATOR

Where the Wild Kids Are

An urban adventure playground is about to open up in the U.S., and the rough-and-tumble, unstructured play could benefit both parents and children.

KATHERINE MARTINELLI | [@martinelli](#) | Mar 29, 2016 | 2 Comments



A pop-up adventure playground on Governors Island. (play:groundNYC)

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Eve Mosher was getting frustrated. Her children, ages 4 and 6, encountered rules everywhere they went to play in New York City. Even at parks and playgrounds, expressly built for the purpose of play, they were chastised for digging in the dirt or climbing trees. Mosher, a native of the Houston suburbs, says that her city kids had "no sense of ownership over a space; there's no sense of independence and self-confidence that comes from playing on their own."

She and fellow parent Alexander Khost were talking about this issue one Saturday in August 2014 when the topic of adventure playgrounds came up. By Sunday they had a plan to bring an adventure playground to New York; by December, [play:groundNYC](#) hosted its first event.

Adventure playgrounds aren't a new concept. Also known as waste-material playgrounds, they were popularized in Europe and the U.K. after World War II, when people realized that kids were playing in bombed-out lots. "It was a very urban, rough play experience," explains Robin Meyer, a playground design project manager and one of eight board members of play:groundNYC. Hanna Rosin gave a great overview in her [2014 Atlantic article](#) on the subject, and Erin Davis's 2015 film [The Land](#) documents a modern Welsh adventure playground in all its tree-climbing, fire-starting, free-range glory.

The primary components of an adventure playground are moveable parts (which can include items like boxes, pipes, paint, hammers, and even saws) and trained, paid grown-up "playworkers," who oversee and facilitate the play without interfering. Children are free to build their own structures, tear them down, climb, graffiti, create. They are encouraged to take calculated risks in order to learn resilience, grit, and problem-solving skills. The concept of vandalism is moot at an adventure playground—it is child-led play in its freest, most anarchic form. It is organized chaos.



Parents are encouraged to take a hands-off approach and let kids solve problems on their own. (play:groundNYC)

Though adventure playgrounds never reached the popularity in the U.S. that they have in the U.K. and Europe, the environmental psychology Ph.D. student Reilly Wilson notes that there were 20 across America in the 1970s, according to a survey of the American Adventure Play Association (an organization that has recently been [revived](#)). There were several in New York alone. But without funding to maintain them, the adventure playgrounds fell into disrepair and looked, quite frankly, like the bombed-out remains they were originally based on.

Why now?

Shifts in parenting trends are reviving interest in waste-material playgrounds. So-called helicopter parenting, in which parents hover and rush in at the first sign of distress, is increasingly being called out by authors and researchers writing books and articles about the importance of letting children fail, working out their own problems, and developing independence. [New studies](#) show that we should be letting children engage in riskier play.

RELATED STORY



Science to Parents: Let Your Kids Run a Little Wild

A new literature review suggests that unsupervised play fosters resilient kids.

Adventure parks benefit parents as well as kids. Wilson, who is also on the board of play:ground NYC and became interested in playgrounds after working as a nanny, posits that adventure playgrounds might help assuage hovering moms and dads. "There's a lot of social pressure among caregivers to intervene when their kid is making another parent nervous," she says. "Other adults will step in very quickly so people will preemptively step in so as not to deal with the social pressure." That pressure is off in a monitored, safe space like an adventure playground, where the culture is to let kids do their own thing.

Marisa Karplus took her sons, ages 3 and 6, to the play:groundNYC pop-up on Governors Island last summer, thinking they'd just stop by then continue on their way. They were all having such a great time that they stayed for three hours. "My husband said that it looked like Burning Man for kids," she says. "They were happy on their own...It gives [parents] permission to sit back without feeling neglectful."

Sometimes, though, it takes a bit of reprogramming before parents can loosen the reins. It's not uncommon to find the occasional sign that says, "Parents! Sit down and relax!"

Using an organization called [Pop Up Adventure Play](#) as a model and source for playworker training, Mosher, Khost, and their six fellow board members started hosting pop-up adventure playgrounds around the city, including on Governors Island, where they've just signed a one-year lease. Their seasonal adventure playground for kids ages 6-13 will open there in May. play:groundNYC also had a residency at the Brooklyn Children's Museum this past winter, and they've

exceeded their \$25,000 goal on [Kickstarter](#) to help fund their efforts. "We're at a really exciting moment right now, where there's growing interest...and I think parents are ready," says Meyer.



Adventure playgrounds feature tools for open-ended play. (play:groundNYC)

Kids need free-range play

"There's all kinds of powerful research that shows that play is a natural vehicle for children to learn about themselves and the world," explains Roger Hart, a professor in the Environmental Psychology Ph.D. Program of the CUNY Graduate Center, the co-director of the [Children's Environments Research Group](#), and a member of the play:groundNYC board of advisors.

"One of the things that's wonderful about public space, and the reason we have to preserve it for children, is that it is a democratic space," Hart tells *CityLab*. "It's a space that should involve all kids and should be safe and it's a place where they can be next to one another and inventing culture and transforming it. They're making a new world."

Having the first semi-permanent play:groundNYC project on Governors Island—a ferry ride away from Brooklyn and Manhattan—means that it will be a destination. As Meyers explains, that status has its pluses and minuses. "The plus is that lots of people will come and it will get attention with the sort of cachet of it being Governors Island," she says. "But in lots of parts of Europe...adventure playgrounds are more integrated into lower-income neighborhoods, and they become a place where young people can go and have a space that's safe and has adult supervision. The playworkers become almost like a big brother or big sister or social worker-type role. So we recognize that our playground will be different in that respect."

However, the goal is that the destination location will draw lots of people—and, in turn, attention—to the power of adventure playgrounds. "My hope," says Hart, "is that it will spark initiatives at the community level where children

can have a more sustained relationship to a rich environment like that...There need to be more places where we can see children healthily inventing activities by themselves, with each other, rather than a society that is preparing everything for them."

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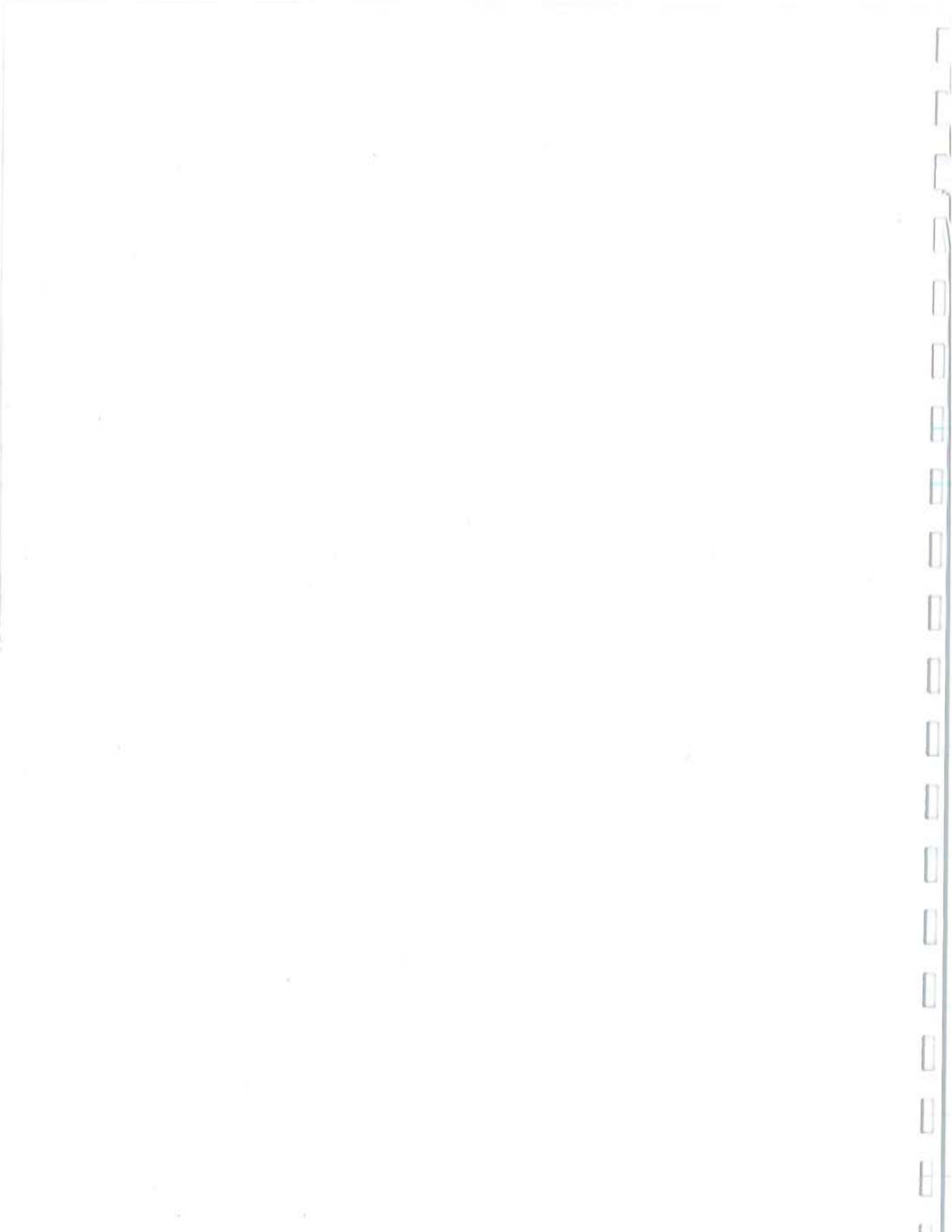
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Harry's

About the Author

Katherine Martinelli is a New York-based journalist. She has contributed to *AFAR*, *Fodor's*, and *Time Out New York*, among other publications.

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Too Small to Fail

 [nytimes.com/2016/06/02/opinion/building-childrens-brains.html](https://www.nytimes.com/2016/06/02/opinion/building-childrens-brains.html)

6/2/2016



Karsten Moran for The New York Times

First, a quiz: What's the most common "vegetable" eaten by American toddlers?

Answer: The French fry.

The same [study](#) that unearthed that nutritional tragedy also found that on any given day, almost half of American toddlers drink soda or similar drinks, possibly putting the children on a trajectory toward obesity or diabetes.

But for many kids, the problems start even earlier. In West Virginia, one study [found](#), almost one-fifth of children are born with alcohol or drugs in their system. Many thus face an uphill struggle from the day they are born.

Bear all this in mind as Hillary Clinton, Bernie Sanders and Donald Trump battle over taxes, minimum wages and whether to make tuition free at public universities. Those are legitimate debates, but the biggest obstacles and greatest inequality often have roots early in life:

If we want to get more kids in universities, we should invest in preschools.

Actually, preschool may be a bit late. Brain research in the last dozen years underscores that the time of life that may shape adult outcomes the most is pregnancy through age 2 or 3.

"The road to college attainment, higher wages and social mobility in the United States starts at birth," notes James Heckman, a Nobel-winning economist at the University of Chicago. "The greatest barrier to college education is not

high tuitions or the risk of student debt; it's in the skills children have when they first enter kindergarten."

Heckman is not a touchy-feely bleeding heart. He's a math wiz renowned for his work on econometrics. But he is focusing his work on early education for disadvantaged children because he sees that as perhaps the highest-return public investment in the world today.

He measures the economic savings from investments in early childhood — because less money is spent later on juvenile courts, prisons, health care and welfare — and calculates that early-education programs for needy kids pay for themselves several times over.

One of the paradoxes of American politics is that this is an issue backed by overwhelming evidence, enjoying bipartisan support, yet Washington is stalled on it. [Gallup finds](#) that Americans by more than two to one favor universal pre-K, and Clinton and Sanders are both strong advocates. Trump has made [approving comments](#) as well (although online searches of both "Trump" and "preschool" mostly turn up comparisons of him to a preschooler).

To be clear, what's needed is not just education but also help for families beginning in pregnancy, to reduce the risk that children will be born with addictions and to increase the prospect that they will be raised with lots of play and conversation. (By age 4, a child of professionals has heard 30 million more words than a child on welfare.)

The best metric of child poverty may have to do not with income but with how often a child is spoken and read to.

So it's in early childhood that the roots of inequality lie. A book from the Russell Sage Foundation, "[Too Many Children Left Behind](#)," notes that 60 to 70 percent of the achievement gap between rich and poor kids is already evident by kindergarten. The book recommends investing in early childhood, for that's when programs often have the most impact.

It is true that cognitive gains from preschool seem to fade by the third grade, but there are differences in life outcomes that persist. Many years later, these former pre-K students are less likely to be arrested, to drop out of high school, to be on welfare and to be jobless.

A wave of recent research in neuroscience explains why early childhood is so critical: That's when the brain is developing most quickly. Children growing up in poverty face high levels of the stress hormone cortisol, which changes the architecture of the brain, compromising areas like the amygdala and hippocampus.

A [new collection of essays](#) from Harvard Education Press, "The Leading Edge of Early Childhood Education," says that this "toxic stress" from poverty impairs brain circuits responsible for impulse control, working memory, emotional regulation, error processing and healthy metabolic functioning. Early-childhood programs protect those young brains.

So in this presidential campaign, let's move beyond the debates about free tuition and minimum wages to push something that might matter even more: early-childhood programs for needy kids.

"It is in the first 1,000 days of life that the stage is set for fulfilling individual potential," writes Roger Thurow in his powerful and important new book on leveraging early childhood, "[The First 1,000 Days](#)." "If we want to shape the future, to truly improve the world, we have 1,000 days to do it, mother by mother, child by child."

America's education wars resemble World War I, with each side entrenched and exhausted but no one making much progress. So let's transcend the stalemate and focus on investing in America's neediest kids.

We rescued banks because they were too big to fail. Now let's help children who are too small to fail.

Purchase Proposal Summary

Location: 257 Liberty Street (west side of Liberty Street on the corner of Farrington Street)

Tax Map Number: 18-8-1.1

Property Class: 464—Office Building

Zoning: DN-Downtown, Within East End Historic District

Description: Year Built—1867-1872; 2.5 story, brick building; 3660sf; uninhabitable. Lot size: 45 x 84

Condition: Poor

Assessed Value: \$ 47,300

Annual Taxes: \$ 2,785 +/-

City acquired property: September 2005

Offer Information:

Name: Lauren Maples (The Bija School)

Offer Price: **\$ 12,000**

Construction Estimate: \$ 250,000+/-

Proof of Financing: Various Accounts

Comments: 257 Liberty Street was initially built as a parsonage for Calvary Presbyterian Church. The original Calvary Presbyterian Church stood next to the parsonage on the lot of the present-day Audrey Carey Park.

The City of Newburgh issued an RF P on November 18, 2016 seeking proposals to purchase, rehab and re-use this historic building. The best and only proposal that the City received was from Lauren Maples of the Bija School. The Bija School is focused on early childhood education. Ms. Maples lives in Beacon. She currently operates a Bija School in Brooklyn and runs a smaller version of the school in Beacon. She is seeking to create an early childhood education facility at 257 Liberty that is modeled after her flagship school in Brooklyn. See her PODA and proposal for more details.





Side and Rear of the Exterior



Interior Photos



RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AMENDMENT WITH
REPRESENTATIVE SEAN PATRICK MALONEY
FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF TWO YEARS IN THE AMOUNT OF \$2,000.00 PER MONTH**

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand (\$2,000.00) per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

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 lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

- A. Section 1 has three blank lines to be filled in:
 - 1. the term of the previous lease that is being amended or extended;
 - 2. street address of office being leased; and
 - 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2019. If the lease is not going to be extended, write “N/A” in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write “NONE” in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 115th Congress must accompany this District Office Lease Amendment (“Amendment”).
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 115th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from _____ to _____ for the lease of office space located at _____ in the city, state and ZIP of _____.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including _____, 20_____. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be _____. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for 115th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 2 of 2 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Name:

Title:

Lessee Signature

Date

Date

***This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.***

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany **every** Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A **(Lease Amenities)**

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
- ☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- ☐ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking. ☐ Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☐ Utilities. Includes: _____
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☐ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.

Copies may also be faxed to 202-225-6999.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 - 114th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

City of Newburgh

83 Broadway, Newburgh, NY 12550

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Rep. Sean Patrick Maloney

a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 2,250 square feet of office space located at 123 Grand Street, 2nd Floor
(Office street address)
in the city, state and ZIP code of Newburgh, NY 12550
(Office city, state and ZIP)
2. **Lease Amenities.** Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):
☒ **Telephone Service Available.** (interior wiring CAT 5e or better)
☒ **Broadband Internet Access to Building.** (e.g., COMCAST, COX or like provider)
☒ **Parking.** ☒ 2 no. of assigned parking spaces ☐ no. of unassigned parking spaces
☒ General off-street parking on an as available basis
☒ **Utilities.** Includes: water, sewer and electricity
☒ **Janitorial Services.** Frequency: 1x per week - common area including kitchen
☒ **Trash Removal.** Frequency: 1x per week - common area including kitchen
☐ **Carpet Cleaning.** Frequency: _____
☐ **Window Washing.** ☐ **Window Treatments.**
☐ **Tenant Alterations Included In Rental Rate.**
☒ **After Hours Building Access.**
☐ **Office Furnishings.** Includes: _____
☐ **Cable TV Accessible.** If checked, Included in Rental Rate ☐ Yes ☐ No
☒ **Building Manager.** ☐ Onsite ☒ On Call Contact Name: George Garrison
Phone Number: 845-565-3297 Email Address: ggarrison@cityofnewburgh-ny.gov
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2015 and ending January 2, 2017. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$2,000.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 114th Congress)

5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:
The Lessor and Lessee agree that the following work will be completed at the Lessor's expense:
 1. Janitorial Services on public areas of the building, including rest rooms, stairwell, elevator and first floor lobby and maintain grounds of building so it remains presentable and accessible.
 2. Lobby Security provided by Police Department or Auxiliary Police.
 3. Install new key entry system with changeable code or secure access.
 5. Evaluate and repair HVAC system.
 6. Replace lights in the office space.
 7. Replace garbage cans with a dumpster which can be locked.
 8. Cleaning services 1x/week in common areas (see attached map of office) to include:
 - a. vacuum front lobby first floor and all carpet and hallway mats second floor
 - b. sweep and mop front lobby
 - c. empty trash in common areas (see attached map) - Reception Area, Hallways within office, Congressman's office, and Kitchen
 - d. wipe down kitchen area
 - e. light dusting every other week in reception area and Congressman's office
 - f. cleaning services shall not include interior offices in the Congressman's suite
 - g. vacuum common areas in Congressman's suite (see attached map)

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 114th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Newburgh

Print Name of Lessor/Landlord/Company

By: 

Lessor Signature

Name: Michael G. Claravino

Title: City Manager

6-12-15

Date

Per Resolution No. 6-2015

SEAN PATRICK MAUNEY

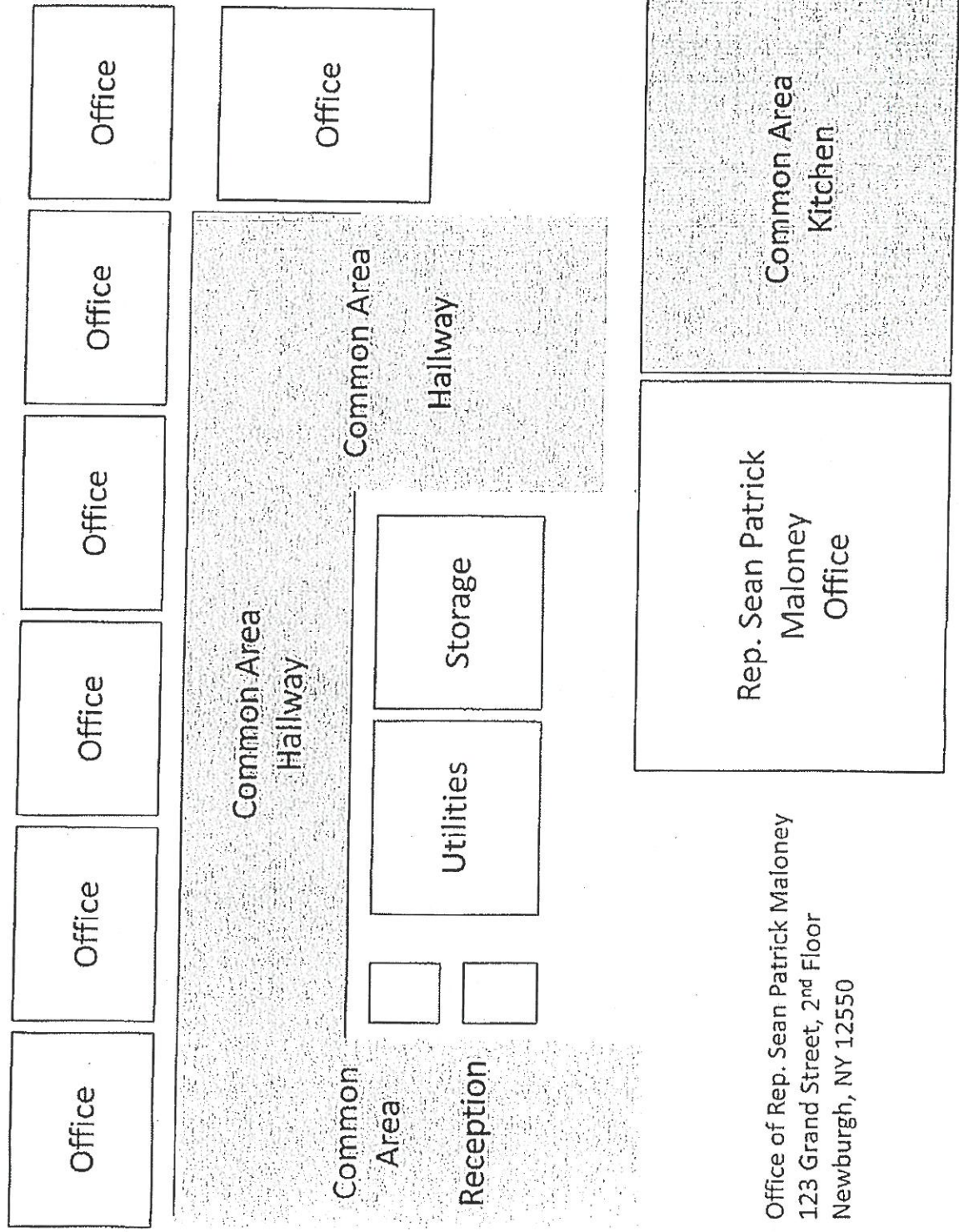
Print Name of Lessee


Lessee Signature

7/22/2015

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.



Office of Rep. Sean Patrick Maloney
123 Grand Street, 2nd Floor
Newburgh, NY 12550

ROUTING SLIP FOR CITY MANAGER SIGNATURE

Document Title:

District Office Leave
123 Grand St.

Date Submitted:

6/12/15 9:30 am Date required: TODAY 6/12/15

Requested by:

Reviewed and Approved (Applicable Department Heads)

☒ [Signature] Date 6/12/15
John Aber, City Comptroller

☐ _____ Date _____
Acting Police Chief Daniel Cameron

☒ [Signature] Date 6/12/15
Michelle Kelson, Corporation Counsel

☐ _____ Date _____
Fire Chief Michael Vatter

☐ _____ Date _____
Jason Morris, City Engineer

☐ _____ Date _____
George Garrison, DPW Superintendent

☐ _____ Date _____
Deirdre Glenn
Planning & Development

☐ _____ Date _____
Rey Santiago, Acting Water Superintendent

☐ _____ Date _____
Derrick Stanton, Recreation Director

☐ _____ Date _____
Michelle Mills, Civil Service Administrator

☐ _____ Date _____
Ellen Fillo, Grants Coordinator

☐ _____ Date _____
Other Staff

Title

AUTHORIZING RESOLUTION NO.(if applicable) _____

Attached: ☐ Yes / ☐ No If no resolution, please explain

** please sign up*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<u>Michael G. Ciaravino</u> Print Name of Lessor/Landlord	<u>SEAN RICK MANN</u> Print Name of Lessee
<u>[Signature]</u> By: Lessor Signature	<u>[Signature]</u> Lessee Signature
Name: Title: <u>Per resolution No. 6-2015</u>	
<u>6/18/15</u> Date	<u>7/22/2015</u> Date

From the Member's Office, who is the point of contact for questions?			
Name	JENNIFER STEEL	Phone (202) 225-5441	E-mail JENNIFER.STEEL@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed [Signature] Date July 23, 20 15
(Administrative Counsel)

ROUTING SLIP FOR CITY MANAGER SIGNATURE

Document Title:

District Office Lease Attachment

Date Submitted: 6/18/15 Date required: 6/18/15

Requested by: Claravino

Reviewed and Approved (Applicable Department Heads)

☒ [Signature] Date 6/18/15
John Aber, City Comptroller

☐ _____ Date _____
Acting Police Chief Daniel Cameron

☒ [Signature] Date 6/18/15
Michelle Kelson, Corporation Counsel

☐ _____ Date _____
Fire Chief Michael Vatter

☐ _____ Date _____
Jason Morris, City Engineer

☐ _____ Date _____
George Garrison, DPW Superintendent

☐ _____ Date _____
Deirdre Glenn
Planning & Development

☐ _____ Date _____
Rey Santiago, Acting Water Superintendent

☐ _____ Date _____
Derrick Stanton, Recreation Director

☐ _____ Date _____
Michelle Mills, Civil Service Administrator

☐ _____ Date _____
Ellen Fillo, Grants Coordinator

☐ _____ Date _____
Other Staff

_____ Title

AUTHORIZING RESOLUTION NO.(if applicable) _____

Attached: ☐ Yes / ☐ No If no resolution, please explain

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT OF LEASE WITH RBG OF NEWBURGH LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142 - 2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and RBG of Newburgh, LLC agree that it is necessary to enter into a new lease agreement for the period February 1, 2017 through December 31, 2018; the same being 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Lease Agreement for a term beginning on February 1, 2017 to December 31, 2018 with RBG of Newburgh LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease"), made as of this _____ day of _____, 201_, by and between RBG of Newburgh LLC, a limited liability company, having an address of _____, New York _____, ("Landlord"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to a First Amended Agreement of Lease dated April 21, 2010 and extended to January 31, 2017, and

WHEREAS, the Landlord owns in fee simple certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York, as more particularly described in Schedule A annexed hereto and made a part hereof known as and referred to herein as "Premises"; and

WHEREAS, Landlord and Tenant desire to continue a lease of the Premises for use in connection with parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith and Landlord desires to lease to Tenant the Premises therefor;

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

1. LANDLORD'S AUTHORITY, PREMISES, TERM

1.1 Landlord's Authority: Landlord is the sole owner in fee simple of the piece, parcel or tract of land lying and being in the City of Newburgh in the County of Orange and State of New York, more particularly described in Schedule A annexed hereto (the "Land"), upon which, in the locations outlined in red on Schedule A annexed hereto, a ferry landing and a parking area have been constructed. Landlord represents and warrants that it has full right and authority to lease the Premises (as hereinafter defined) to Tenant and to otherwise enter into this Lease on the terms and conditions set forth herein.

1.2 Premises: Landlord hereby does lease and devise to the Tenant, and the Tenant hereby does take and hire from Landlord those certain premises containing approximately 3.65 acres of land and improvements thereon, as more fully delineated on Schedule A annexed hereto (the "Premises"), for the purpose of providing two hundred and fifty (250)

parking spaces for commuters using the Ferry to the Beacon Train Station, TOGETHER WITH all facilities which serve the Premises and with all and singular appurtenances, rights, including, without limitation, riparian rights appurtenant to the operation of ferry service, including a barge, landing and other necessary facilities (the "Facilities"), and as described herein and in other agreements between and among the parties; including such other uses granted to Tenant hereunder, privileges and easements in or otherwise pertaining thereto including but not limited to, the right to use in common with Landlord and Landlord's tenants, such driveways, entranceways, stairways and such other similar or related facilities as may exist in and about the Premises, upon the covenants, conditions, limitations and agreements herein contained.

1.3 Term: The initial term of this Lease (the "Initial Term") shall commence on February 1, 2017 and terminate on December 31, 2018 ("Expiration Date") (such Initial Term and any renewal thereof is hereinafter referred to as the "Term") The Term is further subject to renewal ("Renewal Term") or termination at Tenant's option as further set forth herein.

1.4 Access: Commencing on the date hereof and thereafter throughout the Term and Renewal Term, if any, Tenant shall be permitted upon the Premises to prosecute any improvements work by Tenant, its employees, contractors, agents and assignees, provided that the same does not adversely interfere with the use of the Premises. Landlord shall permit Tenant to bring and store at the Premises all equipment, supplies, and other property required or appropriate to prepare the Premises for Tenant's use and occupancy. If Tenant or its contractors enter upon the Premises as provided herein, then, Tenant shall provide or cause to be provided appropriate insurance naming Landlord as an additional insured. In addition, the parties each agree to defend and indemnify the other from all claims, actions and damages arising from their own errors, acts, omissions and/or negligence. Tenant agrees to be responsible, directly or contractually with others, for the provision of Workers Compensation and for all other necessary and appropriate insurance coverage for its own employees, contractors and sub-contractors.

2. RENT

The rent under this Lease ("Rent") shall be payable as follows: Rent payable monthly in advance in equal monthly installments of Twenty-One Thousand Two Hundred Seventy-Eight (\$21,278.00) Dollars each provided however that Tenant shall have the right to terminate this lease if the Tenant has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent, and in no event shall Tenant's obligation to pay rent to Landlord exceed Tenant's reimbursement from other sources.

3. TENANTS RIGHT TO TERMINATE LEASE

Tenant shall have the right to notify Landlord, in writing, of Tenant's cancellation of this Lease. Such notice of cancellation delivered to Landlord shall take effect ninety (90) days following Landlord's receipt of same.

In addition to the foregoing, at any time during this Lease, Tenant shall have the right to terminate this Lease immediately and with no further liability to Landlord thereupon upon the happening of the following: the occurrence of an accident or Act of Providence ("force majeure"), which has the effect of terminating or suspending for a significant extended period of time, the operation of the Ferry service which is the subject hereof, or has as its consequence the immediate termination of Federal and/or State funding therefor, it being expressly understood that the Tenant's source of funding for payment of the Rent is from State and/or Federal funding sources. It is further understood and agreed that Tenant shall have no obligation for rent payments in the event reimbursement from such State and/or Federal funding sources is terminated.

4. REAL ESTATE TAXES

For the purposes of this Lease, "Real Estate Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Property, the Land or the improvements thereon, including without limitation any tax, assessment, charge or fee imposed in substitution for real estate taxes, any income or franchise tax or tax on rents in substitution for real estate taxes, and any increase in taxes attributable to special or non-standard fixtures, improvements or appurtenances installed at the Premises or at any portion of the Property, all of which taxes, assessments, charges or fees shall be deemed to constitute Real Estate Taxes hereunder. Landlord shall be responsible to pay all Real Estate Taxes and other taxes and assessments in the nature of real estate taxes (including any assessment for public betterments or improvements and any taxes levied or imposed upon or against the receipt of income or rent and any other tax imposed as a substitute in whole or in part for a real estate tax or assessment) which may be levied, assessed or imposed upon the Premises or the Property and any improvements thereon. The Tenant shall have no responsibility for any such Real Estate Taxes, taxes, or assessments, or other such charges, or for any expense, including payments to attorneys, experts and/or appraisers, paid or incurred by the Landlord in connection with contesting the assessed valuation of the Premises or any part of any real property of which the Premises are a part or with any application, proceeding, or settlement to obtain a reduction in real estate taxes for the Premises or any part of any real property of which the Premises are a part. Tenant shall not be entitled to any refund of real estate taxes or other taxes and assessments in the nature of real estate taxes which have been paid by Landlord and for which Landlord becomes entitled to a full or partial refund.

5. MUTUAL RENEWAL OPTIONS

No later than six (6) months prior to the expiration of the Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate this Lease, or to seek a renewal thereof.

6. LANDLORD'S OBLIGATIONS TO COMPLY

Landlord, at its sole cost and expense, has obtained and complied with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained (collectively, "Consents") necessary for Tenant's legal occupancy of the Premises as a parking area for the ferry service, and has obtained lien waivers ("Lien Waivers") from any and all general contractors, construction managers, subcontractors, materialmen, architects, engineers, and others engaged by or through Landlord for the construction and installation of improvements at the Premises. Except as provided in Section 7, Landlord shall not be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, NYS DEC, U.S. Corps of Engineers, U.S. EPA, related to the operation of the Ferry or its docking and landing facilities.

7. LANDLORD'S IMPROVEMENTS

7.1 Landlord shall have the right to redevelop the Premises as part of a larger redevelopment plan. Landlord, at its sole cost and expense, shall redevelop the Premises in compliance with all applicable laws, rules and regulations. Landlord shall obtain and comply with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained necessary for Landlord's redevelopment project which includes the Premises. Landlord covenants and warrants that the redevelopment of the Premises will not interfere with or impede Tenant's Intended Use as a parking area for the ferry service. Landlord shall be permitted to engage general contractors, construction managers, subcontractors, materialmen, architects and engineers for the construction and installation of improvements at the Premises. Landlord shall be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the City of Newburgh NYS DEC, U.S. Corps of Engineers, U.S. EPA, related to the redevelopment of the Premises. Landlord shall have the right to relocate the Facilities and fixtures located on the Premises during construction operations upon providing written notice to Tenant, MTA/Metro-North and the Ferry operator two weeks in advance of such relocation. Landlord shall obtain all permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, NYS DEC, U.S. Corps of Engineers, U.S. EPA, necessary to relocate the facilities and fixtures.

Landlord's relocation of the Facilities and fixtures shall not disrupt the operation of the Ferry or its docking and landing facilities.

7.2 RESERVED

8. LANDLORD'S INSURANCE

8.1 Upon the commencement of this Lease, Landlord shall name Tenant as an additional insured on Landlord's policy of insurance covering damage to the Premises, which coverage shall remain fully in effect during the life of this Lease. Landlord shall provide Tenant with the appropriate certificate of insurance naming Tenant as additional insured. The parties further understand and agree that standard maintenance during ferry operations including, but not limited to, trash removal, snow removal, repairs and upkeep shall be the responsibility of the Ferry operator. Such operator shall also be responsible for any and all costs associated with the negligence or failure of the operator to properly perform such maintenance during ferry operations.

9. USE

The Tenant shall have the right to use and occupy the Premises by itself, and/or by having a third party or parties use, occupy and operate the Premises, pursuant to an assignment or sublease or agency agreement or other contract, as a site for a parking lot, dock and facility for a cross-Hudson River ferry project, together with any other accessory public, civic or commercial uses by or on behalf of the Tenant as may be permitted by law (the "Intended Use"). The Landlord warrants and represents that the Premises may lawfully be used for the Intended Use for the Term and the Renewal Term, if any. Landlord covenants that it will do no act or thing, with respect to the Premises or otherwise, which will adversely affect ingress into or egress from the Premises or the Tenant's ability to use the Premises for the Intended Use. Landlord shall indemnify and defend Tenant against any cost, liability, or expense arising from, through or in connection with use of the right of way by third parties any other tenant of landlord or anyone permitted by Landlord to use the same. Landlord warrants and represents that such grant of right of ingress and egress shall not adversely affect or interfere with Tenant's use and enjoyment of the Premises and shall expend in good faith its best efforts to remedy any such interference as may occur. The parties agree that they will cooperate to secure such insurance and indemnification as may be provided for either or both of them by the New York State Department of Transportation, Metro-North Commuter Railroad or both, or either of them. Landlord shall have no duty or authority to monitor, control, or regulate the parking spaces provided for ferry commuters during ferry commuting hours. Specifically, and not in limitation of the foregoing, the Landlord shall not be permitted to use or permit any portion of the Premises to be used by the general public for commercial purposes, such as the holding of flea markets, meetings or gatherings, food or social events, or the display, sale or storage of goods, vehicles or other items, without Tenant's prior express written approval thereof, during ferry commuting hours which has the effect of interfering or preventing parking use

by ferry users. Tenant shall have the obligation to enforce parking for ferry riders only during ferry-commuting hours. In the event the lot is being used for non-ferry rider use, landlord reserves the right to establish and enforce parking restrictions non-ferry rider use during non-commuting hours on the lease.

10. LEGAL REQUIREMENTS

10.1 Tenant's Obligations with Respect to Legal Requirements: Tenant at its sole cost and expense shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law ("Legal Requirements") which duty to comply arises from Tenant's Intended Use of the Premises, (other than the duty to make any structural repair to or alteration of the Premises); the Tenant shall not do or permit to be done any act or thing upon the Premises, which will invalidate or be in conflict with fire or other insurance policies ("Insurance Requirements") covering the Premises and fixtures and property therein. Landlord represents, warrants, and covenants that the zoning for the area in which the Premises is located permits the use of the Premises for the intended use, (i) that the improvements constructed by Landlord at the Premises are constructed in accordance with applicable legal requirements for the Landlord's Use and the Intended Use, (ii) that a permanent or final certificate of occupancy has been or will be issued by appropriate authorities allowing use of the Premises for the Intended Use if necessary. Landlord shall not permit or suffer the certificate of occupancy for the Premises to be amended or revoked during the Term to prohibit or interfere with the Intended Use. Landlord further represents, warrants, and covenants that there is no easement, covenant or other encumbrance upon or affecting the Property or any portion thereof which will prevent, restrict or in any way limit the Tenant's ability to use the Premises for the Intended Use and that Landlord has no notice of any violation affecting the Premises or knowledge of any condition at the Premises which but for the passage of time would be in violation.

11. ASSIGNMENT, MORTGAGE OR ENCUMBRANCE

11.1 Assignment; Sublet: Except as provided herein, the Landlord may not assign, underlet, mortgage or encumber this Lease without the prior written consent of the Tenant which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the Tenant shall have the absolute right upon notice to the Landlord to assign any and all of its rights and obligations hereunder to or any governmental or quasi-governmental entity of the State of New York or of the United States or ferry operator and/or parking operator.

11.2 Subordination; Quiet Enjoyment: This Lease shall be subordinate to all present and future mortgages which affect the Premises, including renewals, consolidations, replacements and extensions thereof for which Tenant has received non-disturbance agreements in form and substance reasonably satisfactory to Tenant. The Landlord hereby represents and warrants to the Tenant that the only mortgages, ground leases or other

superior interests (the "Superior Interests") which will affect the Premises are those listed on Schedule C. Notwithstanding such subordination, the Tenant's right to quiet possession of the Premises shall not be disturbed if the Tenant is not in material monetary default hereunder beyond any applicable notice and cure periods, unless this Lease is otherwise terminated pursuant to its terms.

12. ESTOPPEL CERTIFICATE

Upon reasonable prior written request by either party to this Lease, the other party shall promptly execute, acknowledge and deliver to the requesting party a statement certifying, to the certifying party's knowledge, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications), stating, to that party's knowledge, the dates to which rent has been paid, whether the requesting party is in default and, if so, specifying such default.

13. NON-LIABILITY FOR THE TENANT'S WORK

Landlord shall not be liable to pay for, and the Tenant shall hold the Landlord free and harmless from any obligation to pay for, any work, labor or services rendered or materials furnished or claimed to be furnished, to or for the account of the Tenant upon or in connection with any construction and improvement of the Premises by the Tenant, and no mechanic's or architect's lien in form of a mechanic's lien filed by any contractor, subcontractor or architect for work, labor and services performed and/or materials furnished to or for the account of the Tenant shall in any instance be attached to or affect the Premises or any alterations, repairs or improvements to be made thereon, and, if any such lien or liens shall be filed, the Tenant shall within thirty (30) days after the receipt of notice thereof pay or bond such mechanic's lien or otherwise cause the same to be discharged. This Clause 14 shall in no event be interpreted or construed to mean or intend that Tenant shall in any manner be liable to Landlord for any liability, lien or encumbrance of any kind which shall result from any act, omission or decision of the New York State Department of Transportation or Metro-North Commuter Railroad.

14. ASSIGNMENT FOR THE BENEFIT OF CREDITORS; BANKRUPTCY

14.1 To the fullest extent permitted by law, if at any time after the Commencement Date there shall be filed by or against the Landlord in any court a petition for the appointment of a receiver of all or a portion of the Landlord's Property, or if the Landlord makes an assignment for the benefit of creditors, or petitions for or enters into an agreement or arrangement for the disposition of the Property, at Tenant's option without waiver of any right or remedy Tenant may have at law, at equity or otherwise, this Lease shall terminate on the date specified in a notice by Tenant of its exercise of its right to terminate or this Lease shall remain in full force and effect, and neither the Landlord nor any person

claiming through or under the Landlord or by virtue of any statute or of an order of any court shall be entitled to possession of the Premises or other use, right or entitlement thereto or part thereof.

14.2 Bankruptcy: Should a petition for bankruptcy be filed by or against either party pursuant to Title 11 USC or its successor statute, such party shall comply with all requirements as set forth in 11 USC §365 or any successor statute regarding the assumption, assignment or rejection of this Lease. Such party shall either cure all defaults, compensate actual losses, give adequate assurance of future performance and fulfill all obligations pursuant to 11 USC §365 (b)(1) or other applicable law and assume the obligation; or shall reject this Lease as provided by the Bankruptcy Code. No sale or assignment of the Premises shall be permitted without the written consent of the other party or without compliance with the assumption and assignment provisions under the Bankruptcy Code pursuant to 11 USC §365 or its successor statute. If a petition in Bankruptcy has been filed, the applicable sections of Bankruptcy Law regarding assignment shall govern.

14.3 Nothing contained in this Lease shall limit or prejudice the right of either party thereto to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceeding in which, the damages are to be proved.

15. DEFAULT

15.1 Default by Tenant: The occurrence of any of the following at any time during the Term shall constitute an Event of Default:

15.1.1 If Tenant shall fail to pay any installment of Rent, as and when the same becomes due and payable, and such failure shall continue for a period of sixty (60) days after Tenant's receipt of written notice thereof from Landlord referring to this Section 15, specifying such failure and requiring that it be remedied, except during any tolling period as set forth in Section 2 herein.

15.1.2 If Tenant shall fail to perform or comply with any material term of this Lease (other than a failure referred to in (i) above), and such failure shall continue for a period of ninety (90) days after Tenant's receipt of written notice thereof by Landlord referring to this Section 15 specifying such failure and requiring it to be remedied, provided however, that in case such failure cannot be completely cured or remedied within said ninety (90) day period, if Tenant commences to remedy such failure within such ninety (90) day period, and thereafter prosecutes with reasonable diligence and in good faith, then the period of time after the receipt of such notice by Tenant within which such failure may be remedied shall be extended so long as tenant prosecutes the remedying of such failure with reasonable diligence.

15.2 Default by Landlord: If (i) Landlord shall default in the observance or performance of any obligation on Landlord's part to be observed or performed under or by virtue of any of the material terms or provisions of this Lease and/or such requirements as may be set forth in any agreements between Landlord and New York State Department of Transportation and Metro-North Commuter Railroad, the Operator and/or any other party involved in the operation of the Project and/or the Ferry); and (ii) Tenant shall notify Landlord of the existence of such default referring in such notice to this Section 15.2, and (iii) said default shall continue for a period of ninety (90) days after said notice, or, if such observance or performance within such ninety (90) day period cannot be reasonably had within such ninety (90) day period, Landlord has not in good faith commenced such observance or performance within said ninety (90) day period or does not prosecute the same with reasonable diligence to completion, then Tenant may (but shall not be obligated) immediately or at any time thereafter without further notice perform the obligation of Landlord hereunder, and if any obligations for payment of money (including, but not limited to, reasonable attorneys' fees and disbursements) such sum so paid or incurred shall be repaid by Landlord to Tenant within thirty (30) days after demand or Tenant may set off the amount thereof against the installment or installments of Rent coming due hereunder. Following the occurrence of any Event of Default by Landlord, Tenant may terminate this Lease and surrender the Premises without any liability therefor, whereupon the Lease shall be of no further force and effect.

16. LANDLORD'S REMEDIES

16.1 If this Lease is terminated and if Landlord shall re-enter the Premises, or in the event of termination of this Lease, and of re-entry, by or under any proceeding or action or any provision of law, or by reason of any Event of Default hereunder on the part of Tenant, or in the event of termination by the State or under State law, rule or decision, Tenant covenants and agrees that: (a) the Rent shall become due thereupon and be paid up to the time of such termination; and (b) the Landlord may re-let the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease.

16.2 Notwithstanding the foregoing, a pre-condition to the serving of any notice to terminate on account of an Event of Default by Tenant or by any involved State agency or private company, is that Landlord shall first have sent any and all notices concerning that default or violation to all parties entitled to notice hereunder, including Tenant, and such party or parties shall have a reasonable opportunity to cure such default.

17. TERMINATION PROCEDURES

17.1 End of Term or Renewal Term, if any: Except as otherwise provided herein, upon the expiration or earlier termination of the term of this Lease, the Tenant shall quit and

surrender to the Landlord the Premises in good order and condition, ordinary wear excepted, and the Tenant shall remove all of its property from the Premises. The Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the term of this Lease. Other than the removal of such of the Tenant's personal property, the Tenant shall have no obligation whatsoever to remove any property or restore the Premises in any manner whatsoever, it being the parties' intention that the Tenant will, except as otherwise set forth in this Section 17.1, leave the Premises "as is" at the Expiration Date. Tenant shall not be liable to Landlord to perform any service or provide money or thing of value to Landlord on behalf of any other State or government agency or any private party, except as provided herein in Paragraph 3.

17.2 Holdover upon Consent: In the event Tenant remains in possession of the Premises after the expiration of the Term or the Renewal Term, if any, Tenant shall be deemed to be a tenant from month to month under all of the same terms and conditions, except as to the duration of the Term. Either party may terminate such tenancy by delivering to the other at least thirty (30) days prior written notice of its intent to terminate.

18. QUIET ENJOYMENT

18.1 Quiet Enjoyment: The Landlord covenants and agrees that the Tenant, so long as it shall not be in default hereunder beyond the expiration of any applicable grace or notice period, shall and may peacefully and quietly have, hold and enjoy the Premises, subject to the other terms and conditions hereof.

19. NO WAIVER

19.1 Surrender: At the expiration of the Term, Tenant agrees to quit and surrender possession of the Premises to Landlord in as good condition as when delivered by Landlord, excepting reasonable wear and tear and except as provided in this Section 19.1.

19.2 No Waiver: The failure of Landlord or Tenant, as the case may be, to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by the Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing signed by such party. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment

without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease, except as may be expressly provided herein. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom endorsement of the change, modification, discharge or abandonment is sought.

20. WAIVER OF TRIAL BY JURY AND NON-BINDING ARBITRATION

Landlord and Tenant shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, and any equitable, statutory or other remedy. The parties agree that in the first instance any dispute which arises hereunder shall be referred to a process of non-binding arbitration or other acceptable form of alternative dispute resolution.

21. NOTICES

Notices: Except as otherwise in this Lease provided, a bill, statement, notice or communication which the Landlord or the Tenant may desire, or be required, to give to the other, shall be deemed sufficiently given or rendered if, in writing, delivered to that party personally or addressed to, or sent by certified mail or nationally recognized overnight courier service addressed to, the addressees listed below at the addresses listed below and to any other addressees as either party hereto shall designate by written notice to the other in accordance herewith, and the time of the delivery of such bill or statement and notices shall be deemed given when mailed, except for any notice of default, which shall be deemed given when received. Any notice to Landlord must be served by certified mail or nationally recognized overnight courier service, addressed to the Landlord at the Landlord's address as set forth in the caption hereof or at any such other address as the Landlord shall designate by written notice to the Tenant in accordance herewith.

If to Landlord at the address set forth above, with a copy to:

If to Tenant, then to:

City Manager
The City of Newburgh
83 Broadway, City Hall

Newburgh, New York 12550
with a copy to:

Corporation Counsel
The City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

with a copy to:

MTA Metro-North Commuter Railroad Company
347 Madison Avenue
New York, New York 10017
Attention: Vice President of Planning and Development

with a copy to:

New York State Department of Transportation
Regional Office 8
4 Burnett Boulevard
Poughkeepsie, New York 12603

with a copy to:

Metropolitan Transportation Authority
347 Madison Avenue
New York, New York 10017
Attention: General Counsel

22. INDEMNITY

22.1 Indemnity: To the fullest extent permitted by law, each party hereto (an "Indemnifying Party") shall indemnify the other party and the other party's principals, agents, affiliates and subsidiaries, as well as their officers, directors, affiliates, employees, agents, attorneys, legal representatives, and their respective successors and assigns (referred to individually as an "Indemnified Party" and collectively as "Indemnified Parties") from and against any claims for death, personal injury or property damage arising out of the act, omissions or negligence of the indemnifying party in accordance with the policies and practices of insurance of the parties. The Landlord's policy of insurance is attached hereto. This indemnification shall include all costs, expenses and liabilities incurred in connection with any claim covered by this Section 22, including but not limited to, reasonable

attorney's fees (to and through appellate proceedings). This provision shall survive the termination of this Lease.

22.2 Limitation of Liability. The Indemnified Parties shall not be liable for (a) any damage to property of the one or of others entrusted to the Indemnifying Party or its employees or for the loss of or damage to any property by theft; (b) any injury or damage to persons or property resulting from fire, explosion, or from any other cause of whatever nature, unless caused by or due to the negligence or intentionally tortious acts of any of the indemnified Parties; nor shall any of the Indemnified Parties be liable for any such damage caused by the Indemnified Parties or third persons on the Premises; (c) notwithstanding whether the injury or damage is caused by any act or failure to act of any of the Indemnified Parties, any injury or damage for which an Indemnified Party would have been reimbursed under policies of insurance required by the terms of this Lease to be maintained (i) had the indemnifying party not failed to procure or maintain such policies of insurance or (ii) had the indemnifying party not failed to procure or maintain such policies of insurance with at least the limits herein specified; or (d) injury to or interruption of the party's business by reason of any of the foregoing events. If either party has supplied the other with liability insurance, and if an action or proceeding against an Indemnified Party is within the scope of coverage of such policy, the Indemnified Party shall look solely to such policy and the Indemnifying Party shall have no obligation to defend, protect, indemnify or hold harmless the other even if the amount of such policy is exceeded. In no event shall any of the individuals who are the employees, officers, and/or directors of Landlord or Tenant be personally liable for any cause of action arising hereunder. It is the understanding of the parties hereto that each and both of them will be fully insured and indemnified by the involved State agencies and/or by the private operator.

23. TITLE TO IMPROVEMENTS

The Landlord's Improvements upon the Premises shall belong solely and absolutely to the Landlord. Title to any other improvements (including without limitation security gates, parking revenue devices, and the like) to be installed by or on behalf of the Project shall remain with the Landlord, except as may be provided in other agreements with involved State agencies or other private parties, and except as provided for herein.

24. SERVICES

It is the understanding of the parties that it shall be the responsibility of the Ferry operator and/or the involved State agencies to re-strip and re-seal the Premises as part and parcel of necessary on-going maintenance of the Premises. The Landlord shall provide two (2) ADA compliant bathrooms. It is the understanding of the parties hereto that during the life of this Lease, the operator of the Ferry shall be responsible for normal care and cleaning and security of said bathrooms during ferry operations, as may be further provided in written agreements by and between the parties and/or other involved parties.

25. LIABILITY INSURANCE

25.1 The Landlord's Insurance: The Landlord, at its expense, shall maintain such property insurance, casualty insurance, loss of rental insurance, workers compensation and employers liability insurance (unless the Landlord has no employees at the Premises), as a prudent owner of such riparian property as the Premises in the City of Newburgh, County of Orange, would carry. It is the further understanding of the parties hereto that the Ferry operator shall provide adequate environmental insurance, and other insurance as referenced in Section 22 hereof as is approved and acceptable to the Landlord.

25.2 Underwriters: Each insurance policy required under this Article 25 shall be written by an insurance company authorized to do business in the State of New York, including New York "non-admitted carriers" having a Best & Company, Inc. rating of "A" or higher and a financial size category of not less than VII. Each of the parties hereto shall carry such insurance as the State and other involved entities and parties shall require.

27. CONDEMNATION

Condemnation: The condemnation of but a part of the Premises by competent authority shall not affect the provisions of this Lease except for a proportional abatement of rent hereunder, but if the condemnation of the whole of the Premises or of any part which materially interferes with the conduct of the operation of the ferry and/or Tenant's business thereon shall occur, then the term of this Lease shall thereupon expire, the Tenant shall quit the Premises, leaving them and the structures thereon in their then condition as set forth in Section 19.1 and other provisions hereof, and any subsequent award for such taking shall be apportioned between the Landlord for its fee interest and the Tenant for its leasehold interest and value of the Tenant-constructed improvements thereon.

28. OPERATION OF THE PROJECT

28.1 Condition of Premises: All parties and involved entities shall cooperate to keep the Premises in good condition and in a proper state of repair. It is the understanding of the parties that the Ferry operator and/or its contractor shall be obligated to keep the premises clean and free and clear of refuse, snow, ice and any obstructions to the free and safe use thereof during ferry operations. The Tenant shall take reasonable precautions to prevent nuisances, disorders and breaches of the peace. The Landlord and Tenant shall comply with all of the rules and regulations of the involved State agencies and of reasonable amendments thereto provided that the Landlord and Tenant have received prior written notice and that such rules and regulations are applied uniformly to Landlord and any other tenant at the Property.

28.2 Waste Removal: The Tenant and Landlord shall mutually furnish and maintain receptacles sufficient to contain each party's own and ferry customers' rubbish, waste and litter. It is the understanding of the parties that during ferry operations, Metro-North Commuter Railroad and/or the Ferry operator and/or its contractor shall be solely responsible for the regular removal of all trash, rubbish, waste and litter from the Premises.

28.3 No Damage or Defacement: The Tenant covenants and agrees that its representatives and employees will not deface or damage any property of the Landlord. The parties shall expend reasonable efforts to keep and maintain the Premises free from defacement and graffiti at all times.

28.4 Advertising and Signs: Tenant and the involved State agencies shall have the right to install or erect such signs as they deem necessary or appropriate in or on the Premises. The specifications and design of any exterior signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

28.5.1 Risk of Loss: The Landlord assumes all risk of loss or damage to the fixtures, equipment, currency and property of every nature and description, brought, placed or kept by the Landlord at the Premises, whether such loss or damage is due to fire, burglary, theft, vandalism, riot, or any other cause. In no event shall the Tenant be liable to the Landlord on account of damage to or loss of any such property, except where such loss arises from Tenant's negligence or misconduct.

28.5.2 It is the parties mutual understanding that they and each of them shall be named as an additional insured and indemnitee of the Ferry operator, New York State Department of Transportation and Metro-North Commuter Railroad in the event of any and all claims, proceedings, actions and/or damages resulting from the negligence, acts or omissions of such other entities, as provided in Section 22 hereof.

28.6 Publicity: The Landlord shall not make any public statement or issue any publicity with respect to this Lease without the prior written approval of Tenant and the involved State agencies, which may be granted or denied in the Tenant's and/or State agencies' sole discretion. The Landlord may not use, and shall not place, or allow to be placed, the name or logo or any intellectual property of Tenant or any of the other Tenant's indemnities or any governmental or quasi-governmental authority or affiliates of any of the foregoing entities or persons in any advertisement, publication, disclosure statement, private placement memorandum or similar document without first affording Tenant reasonable opportunity to review such document and obtaining the Tenant's prior written consent to the printing and dissemination of such document, which consent may be granted or denied in the Tenant's sole discretion, except that Tenant shall not unreasonably withhold consent to a request by Landlord to publicize the Project in connection with the further development of the Project. Any request for Tenant's consent must include a copy of the proposed materials.

28.7 Other obligations: the parties acknowledge that the Tenant has separate agreements with the New York State Department of Transportation and/or Metro-North Commuter Railroad regarding the provision of ferry service and parking. The parties to this Lease will cooperate with each other to enable the City to fulfill its obligations under said agreements.

29. HAZARDOUS MATERIALS

29.1 Hazardous Materials. The Landlord shall not cause, permit or suffer any Hazardous Materials (as hereinafter defined) to be used, stored, generated or disposed of above actionable levels on or in the Premises, except for those Hazardous Materials used in the normal course of vehicle parking and ferry docking operations. If the Landlord causes, suffers, or permits contamination by Hazardous Materials above actionable levels at the Premises during the Tenant's use of the Premises, the Landlord shall indemnify and defend the Tenant and the other Indemnitees against, and hold the Tenant and the other Indemnitees harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims and for reasonable attorneys', consultant, and expert fees) arising during or after the term of this Lease by reason of such contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises which is required by Environmental Laws (as hereinafter defined) or any cleanup, removal or restoration required by a federal, state or local agency including, without limitation, any such costs associated with the contamination above actionable levels of adjacent property or ground water. In addition, if the Landlord causes, suffers or permits the contamination of the Premises by Hazardous Materials above actionable levels, the Landlord shall promptly, at its sole expense, take any and all actions required by Environmental Laws to Remediate (as hereinafter defined) the Premises. However, Landlord shall not be responsible for any contamination which results from the actions, negligence and/or neglect of the Tenant and/or its sub-tenants and invitees.

29.2 Landlord's Representations: The Landlord represents and warrants to the Tenant that now and throughout the Term and Renewal Term, if any: (i) the Premises are in compliance with applicable Environmental Laws; (ii) the Premises are not subject to any Environmental Actions (as hereinafter defined); and (iii) neither the Premises nor any personal property located thereon are subject to any Environmental Liens (as hereinafter defined). The Landlord shall remediate the Premises to the satisfaction of the New York State Department of Environmental Conservation and any federal, state or local governmental agencies with regulatory or enforcement authority for environmental conditions at the Premises, and shall provide Tenant with written notification from the New York State Department of Environmental Conservation, or such other governmental entities, to this effect. Landlord will (i) employ such construction techniques, procedures, and other measures to assure the health and safety of all persons during any excavation, demolition, and construction activities it may perform at the Premises; (ii) undertake and

complete any and all environmental investigations and remedial actions as may be required under statutes, rules, regulations and common law existing during the period of time of such work to ensure that upon completion of the work the condition of the Premises is appropriate for the public uses and other purposes to which it will be put; and (iii) remove and dispose of any extraneous tanks, pipes, and appurtenances. Any limitations set forth in this paragraph regarding "existing" statutes, rules, regulations and common law shall not limit Landlord's indemnification obligations contained in this Lease. Landlord hereby, for itself and its legal representatives, successors and assigns (the "Releasing Parties") completely and unconditionally waives, releases, remises, requites and forever discharges Tenant and its legal representatives, successor and assigns (the "Released Parties") from any and all actions or proceedings, cost, expense and liability of every kind whatsoever (including, without limitation, fees, costs, and disbursements of experts, consultants, and attorneys) whether known or unknown, suspected or unsuspected, of any kind or nature whatsoever which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire, arising out of, or in any way connected with (i) the presence, suspected present, release or threatened release of Hazardous Materials, in, on, under, above or about the Premises during the Term and Renewal Term, if any; (ii) the effect of any Environmental laws with respect to the Premises or any activity conducted thereon during the Term and Renewal Term, if any; (iii) any Environmental Claim (as hereinafter defined), any environmental clean-up liability, any environmental compliance cost, and any defect, latent or patent arising in connection with the condition of the Property during the Term and Renewal Term, if any.

29.3 Environmental Indemnification by Landlord.

29.3.1 The Landlord hereby agrees to defend, indemnify and hold harmless Tenant and the other Tenant's Indemnitees from and against, any Environmental Claim, and any Environmental Liabilities and Costs (as hereinafter defined) arising out of: (i) any Releases (as hereinafter defined) of Hazardous Materials above actionable levels that occurred prior to or on account of conditions existing at, on, under or about the Property at any time and at, on, conditions existing under or about the Premises during the Term and Renewal Term, if any; (ii) any violations of Environmental Laws or Environmental Actions that are attributable to the Landlord's acts or omissions (or those of any affiliate of the Landlord, or any prior occupant or predecessor-in-interest or servant, employee or agent of the Landlord) or on account of conditions existing at, on, under, or about the Property at any time, and conditions existing at, under, or about the Premises during the Term and Renewal Term, if any; (iii) any breach of any warranty or representation or covenant regarding environmental matters made by the Landlord; and (iv) any Releases or threatened Releases of Hazardous Materials caused by the Landlord or any affiliate of the Landlord (or any prior occupant, predecessor-in-interest or servant, employee or agent of the Landlord) or on account of conditions at the Property at any time, and on account of conditions at, under, on, and about the Premises prior to and during the Term. This indemnification shall survive the expiration or earlier termination of this Lease.

29.3.2 Upon discovery of any Hazardous Materials at the Premises (which, for purposes of this Section, includes, but is not limited to the air, surface water, or ground water, or riparian areas of the Premises) which does not arise out of the acts or omissions of the Tenant, its employees, agents or contractors, or invitees at the Property where such condition may reasonably be anticipated to affect the Premises, the Tenant shall have the following options:

- A. Upon thirty (30) days written notice to the Landlord, the Tenant may terminate this Lease without penalty of any kind and be released from any liability under this Lease as of the termination date and receive a full refund of all payments of the additional rent paid for the amortization of Construction Costs hereunder; provided, however, nothing contained herein is intended to limit the Tenant's rights or remedies against the Landlord for damages incurred by the Tenant as a result of the termination of this Lease; or
- B. The Tenant may require the Landlord, at the Landlord's sole cost and expense, to diligently and in good faith promptly perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, such work being performed in conformity and compliance with all Environmental Laws; or
- C. The Tenant may, at the sole cost and expense of the Landlord, perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, in which case the Landlord shall reimburse the Tenant promptly for all costs and expenses incurred by the Tenant including, without limitation, reasonable professional fees, upon demand accompanied by written evidence of such costs and expenses reasonably satisfactory to the Landlord. This Paragraph (C) shall only be available to Tenant if Landlord, after reasonable notice, has failed to undertake the remedy provided in Paragraph (B) herein.

Notwithstanding the Tenant's election to exercise its rights under subsection (B) or (C) above, the Tenant may, at any time, exercise its right to terminate this Lease as provided for in subsection (A) above or elsewhere in this Lease prior to the completion of the Remediation. If the Tenant's use of the Premises is rendered substantially or totally impaired by the presence of Hazardous Materials above actionable levels not caused by the Tenant, its agents, employees or contractors, the Rent and other charges due under this Lease shall abate until such time as the Tenant is able in its judgment to resume uninterrupted operation of the Project at the Premises.

29.4 Definitions: For the purposes of this Section, the following definitions will apply:

"Environmental Actions" refers to any complaint, summons, citation, notice, fine, directive, order, claim, litigation, investigation, judicial or administrative proceeding or judgment, letter or other communication from or by any governmental authority or any third party involving violations of Environmental Laws or Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Environmental Claims" means any and all actions, suits, orders, claims, liens, notices, investigations, proceedings, or complaints, whether any of the foregoing are administrative, judicial or otherwise, brought, issued, asserted or alleged by: (i) a federal, state or local governmental authority or by a private person or business entity for compliance, injunctive relief, damages (including, but not limited to, natural resources damages), penalties, removal, response, remedial, or other action pursuant to any applicable Environmental Law; and/or (ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from a release of, or exposure to, a Hazardous Substance.

"Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et. seq., as amended; the Resource Conservation Recovery Act, 42 U.S.C. 6901 et. seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et. seq., as amended; the Clean Water Act, 33 U.S.C. 1251 et. seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., the New York Environmental Conservation Law, the New York Navigation Law, and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability and/or establishing standards of conduct for protection of the environment and/or relating to Tanks (as hereinafter defined).

"Environmental Lien" means any lien, security interest, charge or other encumbrance for Environmental Liabilities and Costs levied or imposed by, or easement for environmental purposes reserved by or granted to, a governmental authority or any third party.

"Environmental Liabilities and Costs" means any monetary obligations, losses, liabilities of any kind whatsoever (including strict liability), damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental site assessments, remedial investigation and feasibility studies, environmental cleanup liabilities, environmental compliance costs, fines, penalties, sanctions and interest incurred as a result of any Environmental Action filed by any governmental agency or any third party which relate to any violations of Environmental Laws; Remedial Actions; or Releases or threatened Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Hazardous Materials" shall include any solid, liquid or gaseous element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; petroleum and its refined products; polychlorinated biphenyls; lead; any substance exhibiting a hazardous waste characteristic, including, but not limited to, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and any raw materials, building components, including, but not limited to, asbestos-containing materials, and manufactured products containing hazardous substances.

"Involved State Agencies" shall include the New York State Department of Transportation ("NYSDOT"), Metro-North Commuter Railroad, and any other agency or official with regulatory jurisdiction over the Project, the Premises, or any other aspect or component of the Project.

"Release(s)" or "Released" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials into the environment.

"Remedial Action" or "Remediate" or "Remediation" means all actions taken or to be taken in order to clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate, endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or any other actions authorized by CERCLA or any other applicable federal, state or local law or regulation.

"Tanks" means all underground storage tanks and aboveground storage tanks and their appurtenances, pipes, lines, fixtures and other related equipment which exist or have existed at the Premises.

30. NO PARTNERSHIP

Nothing contained in this Lease shall be construed to be or create a partnership, joint venture, express or implied agency, or employer/employee relationship between the Landlord, its successors or assigns, on the one hand, and the Tenant and/or any of the other Tenant's Indemnitees, their successors or assigns, on the other hand.

31. MISCELLANEOUS

31.1 Binding Effect; Entire Agreement; No Oral Modification: The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of

the Landlord and the Tenant and their respective assigns, heirs, distributes, executors, administrators and successors. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease.

31.2 Captions; Gender and Number: Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Any captions to Articles or Sections hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

31.3 No Broker: the Landlord and the Tenant each represent to the other that they have dealt with no broker in connection with the negotiation and execution of this Lease or in procuring same. The Landlord and the Tenant further agree that, should any claim be made for brokerage fees, by, through, or on account of any acts of the Landlord or the Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

31.4 Severability. The provisions of this Lease are severable, and it is the intention of the parties hereto that, if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.

31.5 Governing Law: This Lease shall be governed by and construed in accordance with the laws of the State of New York and the venue for any action or proceeding hereunder shall be in the City of Newburgh or the County of Orange, New York.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

RBG of Newburgh LLC, Landlord

By_____

CITY OF NEWBURGH, Tenant

By _____

Michael G. Ciaravino
City Manager
Per Resolution No.:

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 _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

SCHEDULE A

Description of the Premises showing location, size and perimeter in the aggregate and showing delineation of the Premises and showing location of ferry landing and parking area.

DRAFT

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE**

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and RBG of Newburgh, LLC have agreed to enter into a new lease agreement for the period February 1, 2017 through December 31, 2018 ("New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, the City Council authorized a Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments made under the First Amended Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, the City and MNR wish to working cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the New Lease with RBG of Newburgh, LLC

consistent with the term of the New Lease; the same being 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Memorandum of Understanding coterminous with the period of the New Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the New Lease with RBG of Newburgh, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

THIRD MEMORANDUM OF UNDERSTANDING

THIRD MEMORANDUM OF UNDERSTANDING ("Third MOU") dated ____, 2017, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City has entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and represents that it lacks the funds to make the rent payments under the New Lease for the February 1, 2017 to December 31, 2018 Period, and unless the rent payments under the New Lease are made to the landlord for the February 1, 2017 – December 31, 2018 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North’s provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Third MOU supplements the terms set forth in the Agreement, the MOU and the Second MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 –December 31, 2018 Period only, at the rate of \$21,278 per month. For the February 1, 2017 –December 31, 2018 Period, the City will make timely monthly rent payments to the lessor under the New Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City’s invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the New Lease.

3. During the February 1, 2017 – December 31, 2018 Period, the City agrees to comply with all terms under the New Lease, not to terminate the New Lease and not cause the landlord to terminate the New Lease.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the New Lease.

5. This Third MOU does not create any obligations for Metro-North in connection with the New Lease, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Third MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Third MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Third MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Third MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Third MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Third MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Third MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Third MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Third MOU is to any extent invalid or unenforceable, the remainder of this Third MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Third MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Third MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Third MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Third MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Third Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

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

RESOLUTION NO.: _____ - 2017

OF

JANUARY 9, 2017

**A RESOLUTION DECLARING A 1990 SUBURBAN VEHICLE
DESIGNATED VIN NO. 1GNEV16KXLF177394 TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Fire Department possesses a 1990 Suburban Vehicle designated VIN No. 1GNEV16KXLF177394 which is no longer of use to the City; and

WHEREAS, the Fire Department has requested that the vehicle be designated as surplus and sold; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 1990 Suburban Vehicle designated VIN No. 1GNEV16KXLF177394 is hereby declared to be surplus and of no further use or value to the City of Newburgh; and

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

RESOLUTION NO.: 336 - 2016

OF

DECEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH SST, INC.
FOR SHOTSPOTTER FLEX GUNFIRE LOCATION, ALERT AND ANALYSIS
SERVICES
FOR THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, SST, Inc. offers subscription-based ShotSpotter gunfire location, alert and analysis services to assist local law enforcement agencies to identify locations of gunfire to enhance rapid response by police; and

WHEREAS, the City of Newburgh proposes to utilize ShotSpotter services to improve response to gunfire incidents, aid in investigative efforts, utilize data to establish hotspots for targeted enforcement and foot patrols, and manage staff and resources more efficiently and effectively; and

WHEREAS, the cost for the ShotSpotter Flex services, equipment and training in the initial year is \$351,500.00 and such funding shall be derived from the CDBG program; and

WHEREAS, the City Council finds that entering into such a contract with SST, Inc. for the subscription-based ShotSpotter flex program 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with SST, Inc., as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department.



**PURCHASE AGREEMENT
FOR A SUBSCRIPTION-BASED
SHOTSPOTTER® FLEX™ GUNFIRE LOCATION,
ALERT AND ANALYSIS SERVICE FOR
NEWBURGH, NEW YORK**

confidential

**Purchase Agreement for a Subscription-Based
ShotSpotter® Flex™ Gunfire Location, Alert and Analysis Service**

Customer: Newburgh, New York

Agreement ID: NBURGHNY11222016

Date: November 22, 2016

Submitted by: Jack Pontious, Director – Northeast Region
+1.202.258.0141 mobile
+1.703.940.1085 fax
jack@ShotSpotter.com

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

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SST Introduction and Background

About SST, Inc.

SST was founded in 1995 and with 33 issued patents, and over 90+ successful agency engagements covering over 300 square miles, SST has become the de-facto leader in the development and deployment of wide area acoustic gunshot surveillance systems. Our sensor-based technology detects, locates and alerts on all outdoor urban gunfire on a real time and precise basis. These alerts are then vetted by an acoustic reviewer in our 24/7 Incident Review Center before getting pushed to a customer web accessible laptop or mobile device. The alerts will show a precise dot on a map with the real recording of the actual gunfire event. The situational intelligence advantage and ground truth that our alerts bring to a tactical response provides for enhanced officer safety. At an agency level, it provides for an efficient and effective way to respond to and investigate gun crime.

Our service is delivered as an easily implemented Software as a Service (SaaS) solution requiring no investment in or maintenance of expensive hardware or software. Our contracts are based on an affordable one year subscription agreement providing for maximum flexibility and the de-risking of a ShotSpotter deployment.

Our Core Beliefs

Our inspiration comes from our Principal Founder, Dr. Bob Showen's core belief that technology in its highest and best use should be harnessed for social good. The collective passion of our employees, investors and partners is based on providing a compelling solution and consulting expertise focused on helping reduce gun violence and creating safer more vibrant communities coping with the epidemic of gun violence. We are committed to developing comprehensive, respectful and intimate partnerships with agencies and their respective cities organized around making a positive difference. Today, ShotSpotter is highly regarded as a critical component of a comprehensive gun violence reduction strategy and is playing an active part in making communities safer for our future generations. We aspire to make that both our individual and firm wide legacy.

Our Experience

Our company has had over 20 years of successful experience in designing and deploying ShotSpotter arrays in a number of diverse urban environments with various acoustic and environmental challenges. We have the largest database of gunfire events and other impulsive noise detections on the planet allowing us to continually refine and improve our machine classification techniques. Our data is scientifically sound and used in court cases at both the state and federal levels.

Most importantly, we have over the years, been able to learn alongside our clients, a number of best practices techniques to improve on measurable outcomes and the operational effectiveness of our solution. We take a consultative approach to our client engagements and bring to bear a formal onboarding process and provide comprehensive training and ongoing webinars to advance the state of gun violence abatement.

Our Service and Product Offerings

SST is well known and respected for its gunshot detection solutions that have historically helped police identify, analyze and respond to violent gun crime in urban cities. The ShotSpotter product continues to become a household name in law enforcement agencies across the world. Today, the company has expanded its solution offering to include small area and indoor gunshot detection. This new security solution is focused on K-12 schools, college and university campuses, corporate facilities and other key critical infrastructure that are vulnerable to unpredictable active shooter attacks.

An overview of our suite of services include the following:

- **ShotSpotter® Flex™** – gunfire alerting and analysis of gunfire for local law enforcement agencies in urban areas.
- **ShotSpotter® SiteSecure™** for Critical Infrastructure – physical security designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures.
- **SST SecureCampus®** – designed to provide indoor and outdoor gunfire coverage at university and school campuses.

About Our Service – ShotSpotter Flex

Real Time Gunfire Data

ShotSpotter Flex helps law enforcement agencies by directing police to the precise location of illegal gunfire incidents. ShotSpotter instantly notifies officers of shootings in progress with real-time data delivered to dispatch centers, patrol cars and even smart phones. Instant alerts enable first responders to aid victims, collect evidence and quickly apprehend armed, dangerous offenders.

ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. Police now possess a scientific barometer of success: smart policing leads to fewer shootings.

Key Features	Key Benefits
• Constant, 360-degree wide-area acoustic surveillance throughout large coverage areas.	• Enhanced situational awareness and officer safety.
• Immediate alerts when no one calls 9-1-1.	• Faster evidence collection and witness identification.
• Precise location including latitude/longitude, street address.	• Court-admissible, detailed forensic reports (DFRs).
• Number and exact time of rounds fired.	• Increased gun crime arrests.
• Identification of fully-automatic or high-capacity weapons.	• Improved community relations and collaboration.
• Identification of multiple shooters.	• Proactive gun crime pattern analysis and strategic deterrence.
• Shooter position, speed and direction of travel.	• No need to buy/manage a complex technology infrastructure.
• Detailed forensic data for investigation, prosecution, analysis.	• Expedited response to shooting victims.
• Easily-accessible single and cumulative historical reports.	• Increased suspect leads, suspect arrests.
• Annual subscription-based service is a hosted cloud-based solution.	• Increased ability to identify homicides and injured victims.

Sensor Platform

Our detection solution is enabled through proprietary special purpose-built sensors that are designed to trigger and time-stamp impulsive acoustic events that spike above ambient noise. When three or more sensors “trigger” the software system is able to triangulate the exact location of the event within 82 feet.

SST designs and deploys a sensor array of typically 15-20 sensors per square mile in order to support a coverage area. Although the company may seek assistance from the city/agency for permissions to mount the sensors, the ownership and maintenance of the sensors is the sole responsibility of SST.

Subscription-based and Software as a Service

SST’s cloud-based system is cost effective.

In addition to owning and operating the underlying sensor network, SST also owns and operates the data center infrastructure which provides the 24x7x365 real-time data. Sensors operate on "machine-to-machine" (M2M) data contracts provided by our cellular provider partners. Because SST maintains thousands of live sensor connections with those partners, we achieve per-sensor connectivity savings far beyond what a single agency could negotiate, and we pass those savings along to our customers in the form of a fixed price subscription.

Built-in redundancy eliminates any single point of failure.

SST operates fully redundant data centers on both the East and West Coasts, both of which have doubly-redundant power and HVAC, and triply-redundant Internet connectivity. The company has invested in full data redundancy and backups, as well as offsite backup, and provides a level of 24x7x365 fault tolerant hardware and network uptime that no agency—even the biggest—could afford to procure, let alone maintain, on its own.

Subscription Based

The subscription-based cost structure of ShotSpotter Flex not only makes sophisticated gunshot detection a reality for your agency, it helps you maximize your people by speeding investigations, supporting prosecutions and deploying

patrol officers where and when they're needed most to successfully prevent gun violence.

Annual terms provide the maximum flexibility and reduction of risks as an agency can opt out after the one year term (although we trust our service will provide positive outcomes that you will want to continue to receive).

Incident Review Center

Our 24x7x365 commitment coupled with unparalleled acoustic expertise provides an instant assessment of all incidents, freeing up time that dispatchers and officers would otherwise spend analyzing alerts. We provide the level of data qualification needed to have confidence when dispatching based on alerts. Drawing on their experience, SST experts add critical situational intelligence to alerts, that can help personnel respond more safely and successfully.

After an explosive (or impulsive) sound triggers ShotSpotter sensors that an incident is detected and located, audio from the incident is sent to the SST Incident Review Center via secure, high-speed network connections for real-time qualification. Within seconds, an SST professional reviewer analyzes audio data and recordings to confirm gunfire. The qualified alert is then sent directly to the dispatch center, PSAP, mobile/patrol officers and any other relevant safety or security personnel.

SST's team of expert reviewers has direct experience reviewing thousands of incidents captured by SST systems. Reviewed alerts help law enforcement respond safely and effectively to gunfire by providing:

- Precise location of gunfire, both latitude/longitude and street address.
- Number and exact time of shots fired.
- Shooter position, speed and direction of travel (if moving).
- Faster, more accurate alerts.
- Gunfire incident history and pattern analysis.

SST's incident reviewers hear thousands of gunfire incidents during their training, and each incident is presented to them from the perspective of multiple sensors. SST incident reviewers have reviewed and analyzed more acoustic gunfire incidents, from more perspectives, than quite literally anyone else in the world.

SST's Real-Time Incident Review Center operates 24 hours a day, 365 days a year in a protected and fully redundant environment. Our software provides live chat functionality for immediate communication and assistance when required.

Best Practices and Onboarding Training

The SST Training Team

The Training Team consists of former law enforcement professionals with over 40 years of experience. Our mission is to make the customer as successful as possible. We do this through continued and on-going support to help you learn how to get the most benefit from the services we offer. All the training modules we offer are included in the price of the service, so never hesitate to request training if your agency is in need.

Getting Started

Early in the engagement process, one of our trainers will be assigned to the agency to ensure wide-ranging but consistent training is delivered based on the agency customer's need. While the service is being deployed, we first present to command staff personnel and key identified stakeholders in the service. This Best Practices Presentation is based on knowledge of law enforcement practices and learning from our customer agencies that have been successful with incorporating ShotSpotter services into the fabric of the department. The idea is to get the agency thinking about success and ways to achieve it right from the beginning.

Educational and Best Practices Webinars

To help support you in your deployment process, SST has a number of training webinars to help you get your team trained internally on how to use our products and services. We also offer a series of archived best practices webinars on a variety of law enforcement topics from reducing celebratory gunfire to keeping neighborhoods safer. These webinars are led by our internal SST experts, many of whom have an extensive background in both public safety and business.

Gunfire Data and Alerts

The alerts that are generated by ShotSpotter are delivered in the following forms:

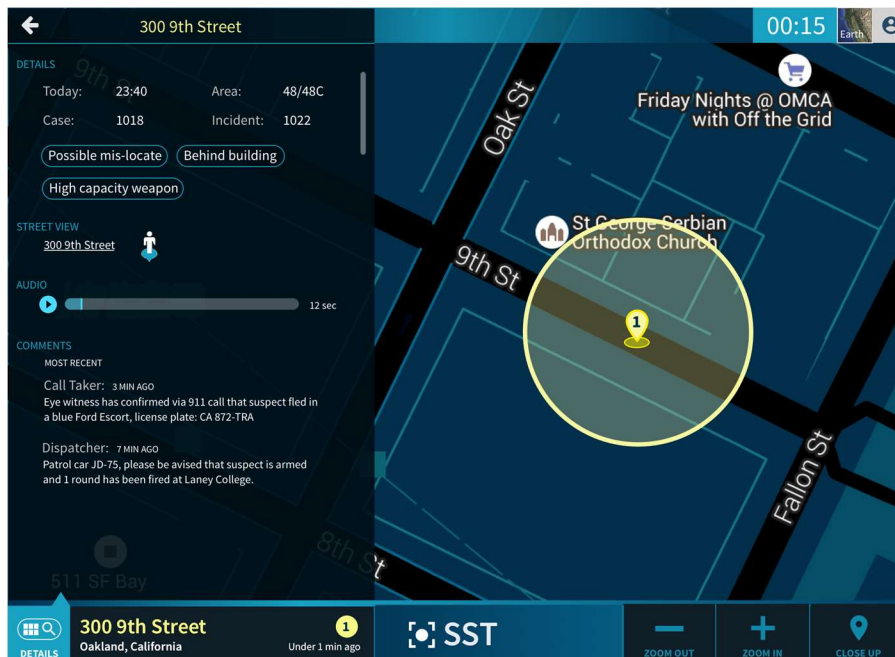
i. Alerts Console

The ShotSpotter Flex Alerts Console is the user interface most often used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this console.

The console provides the type of gunfire (single round, multiple round), a unique identification number (Flex ID number), a date and time of the muzzle blast (trigger time), latitude-longitude of the location of the muzzle blast, nearest address of the location of the muzzle blast, number of shots, direction of travel (moving shooter, multiple rounds), speed of travel (moving shooter, multiple rounds), district identification, and beat identification.

An SST analyst may add other contextual information related to the event such as the possibility of multiple shooters, high capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). An audit trail of the time the alert was published, acknowledged and closed at customer facility is also contained in the report. All notes by Call Takers

and Dispatchers are added to the alert are time and date stamped and indicate the operator's identification. For Patrol Officers, an audio clip of the incident is provided with the alert.

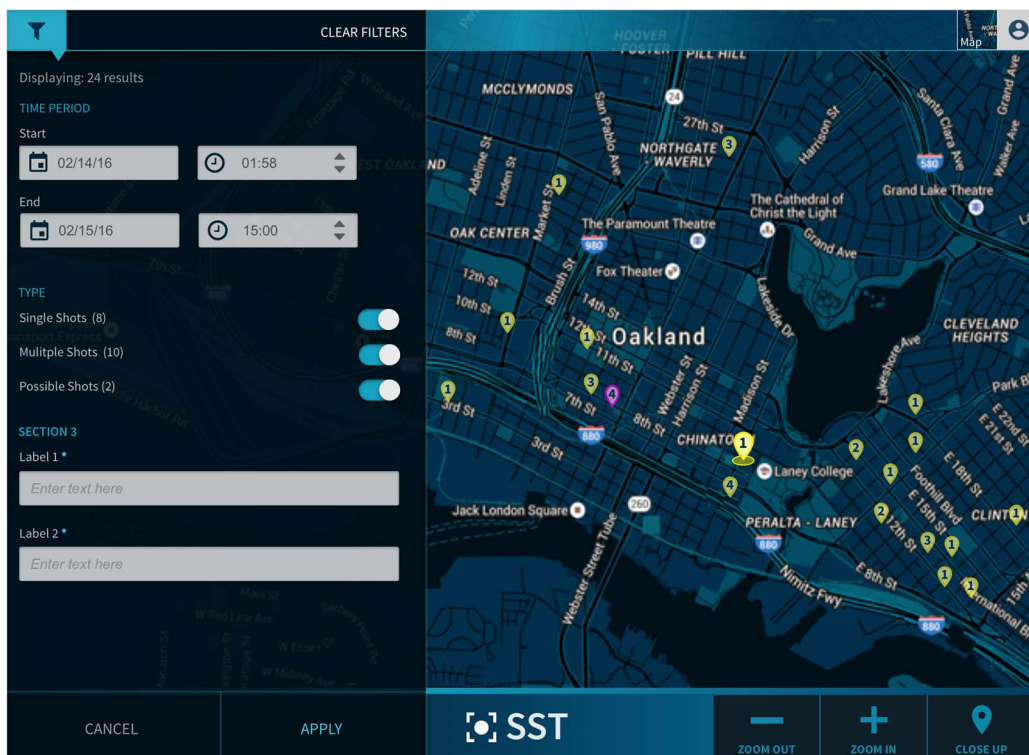


ii. Investigator Portal

All historical incident data in the ShotSpotter Flex database can be viewed, searched, sorted, and filtered using the ShotSpotter Investigator Portal. Reports for single incidents and groups of incidents can be run. Parameters and filter settings may be used to select incidents grouped into a single report. Any predefined reports may be viewed on a monitor, printed, or exported to standard CSV format.

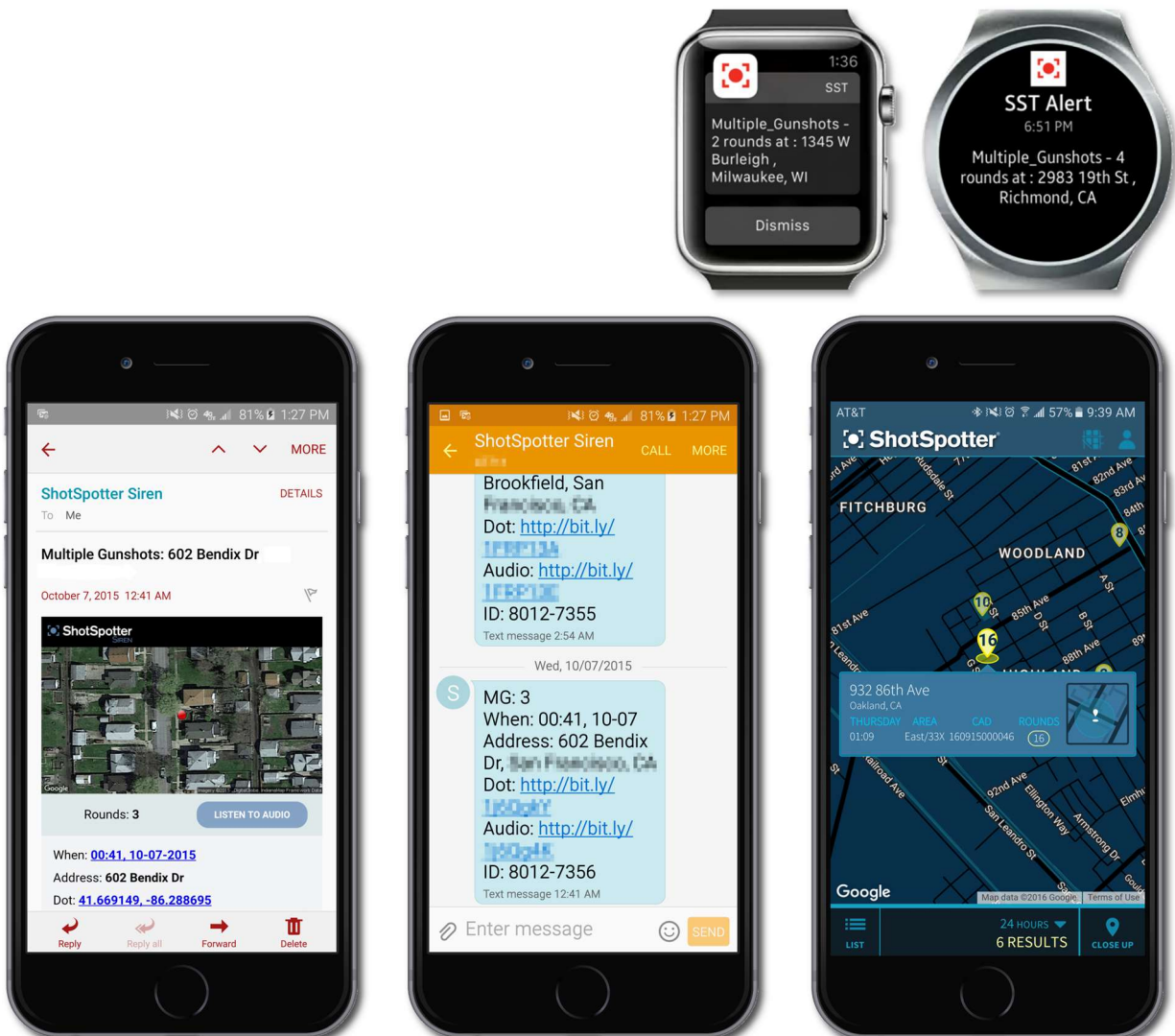
End-users can create their own custom reports or otherwise analyze the data using standard COTS products such as Microsoft SQL Server Report Builder, Crystal Reports, ArcGIS including Spatial Analyst, and any other SQL tools or SQL Server compatible tools. Because the system stores all incident details into an SQL database, generating reports is relatively simple.

The Investigator Portal also includes the ability to save any audio clip as a standard MP3 file to any recordable media (e.g., CDROM, USB drive).



iii. Mobile Alerts

Real-time gunfire alert data may also be delivered to smartphones and smart watches through email, SMS text messages, or a native smartphone application, available for use on iPhones and Android platforms. The location of gunfire is represented as a dot on a map in addition to the number of rounds fired, including access to the incident audio.



iv. Notification Engine (machine based)

The ShotSpotter Notification Engine Interface permits client applications such as video management systems, Computer-Aided Dispatch (CAD), Records Management Systems (RMS), video analytics, automated license plate number readers (ALPR), camera management systems, crime analysis and statistics packages (including COMPSTAT software), and common operating picture (COP) software to receive accurate, timely, and detailed information about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 SST Incident Review Center.

Integration of ShotSpotter data with other systems has already proven successful in cities across the United States. Police in Minneapolis, MN used an earlier version of the ShotSpotter Notification Engine to trigger video recordings of certain key intersections in high crime areas. Soon thereafter, a ShotSpotter alert triggered those cameras to capture the image of a murderer fleeing the scene of a shooting. Similarly, in Boston, MA, police correlate ShotSpotter data with surveillance cameras and parolee ankle bracelet tracking data to maintain 24x7x365 awareness of any parolee who may be violating the terms of parole by committing crimes or consorting with those doing likewise.

In 11 states and in the District of Columbia, ShotSpotter evidence and SST expert witness testimony have been successfully admitted in over 50 court cases. In four of those states (CA,NY,MO,NE), ShotSpotter scientific technique was subject to Kelly (Frye) or Daubert challenges and was found to be admissible.

Customer References

Minneapolis (MN) Police Department

350 South 5th Street, Room 130, Minneapolis, MN 55415-1389

Chief Janeé Harteau (jane.harteau@minneapolismn.gov, 612.673.3559)

Coverage Area: 5 square miles (1 expansion)

2006 to Present

New York City (NY) Police Department

1 Police Plaza, New York, NY 10007

Sergeant Joe Freer (joe.freer@nypd.org, 646.610.8676)

Coverage Area: 15 Square Miles (planning on expansion)

2015 to Present

Kansas City (MO) Police Department

700 Minnesota Avenue, Kansas City, KS 66101

Chief Darryl Forte (darryl.forte@kcpd.org, 816.234.5015)

Commander Scott Caron (scott.caron@kcpd.org, 816.234.5000)

Coverage Area: 4.5 square miles

2012 to Present

Rocky Mount (NC) Police Department

One Government Plaza, Rocky Mount, NC 27801

Lieutenant Ryan Hepler (ryan.hepler@rockymountnc.gov, 252.972.1475)

Coverage Area: 3 square miles

2011 to Present

Additional Services & Support

SST, Inc. ShotSpotter Flex subscription service offering includes the following:

Coverage Area Details:

- Coverage area footprint is determined by customer's needs and requirements.
- SST hosts, secures, monitors and maintains all infrastructure.
- Qualified, reviewed and analyzed gunfire alerts verified by SST acoustic analysts.
- Allocation of Alert Consoles, dispatcher or mobile, is configured at the discretion of the customer.

Data Retention:

- SST guarantees 2 years of alert/incident history (additional years at a fee).
- Stored gunfire incidents and a complete summary report of gunfire and fireworks activity is available for analysis.
 - High-level Summary and Basic Incident Reports
 - Detailed Forensic Reports

Training:

- Comprehensive Onboarding Program tailored to customer's needs.
- Customers are eligible for an in-person training program which include the following:
 - Best Practices
 - Recommended TTPs
 - End-user documentation
 - Administrator training
 - Online end-user training

Support:

- Standard customer support includes 24/7 assistance with user account, software interface, tools, features, incident (re)classification and review.
- Investigative and consultative support for gunfire incidents, forensic reports, expert witness services, and integration services.

Customer Requirements:

- Provision network access required to meet SST minimum specifications and requirements (ref “Host and Services Required to Use ShotSpotter Flex Clients” SST FED-72-01) for all computers (PC and MDC) which will access the ShotSpotter Flex Service.
- Run the SST System Profiler (a web-based analyzer) to verify system configuration and network access required for each computer (PC or MDC) which will access the ShotSpotter Flex service.

Coverage Area(s)

Systems are deployed to provide a dome of coverage for one or more specified areas. Each area is bounded by a specific coverage area perimeter. The area(s) to be covered are shown in the aerial map image below, with each coverage area perimeter denoted by a boundary line. The areas outlined in the images are rough estimates of the requested coverage area(s) and are not exact as they cannot be verified with actual acoustic propagation information to determine the precise size(s) of each area (e.g., in square miles or square kilometers). This verification can only be accomplished during the installation process, therefore the shapes may vary. Additionally if there is a discrepancy between the identified area(s) as defined by the square mileage listed in the caption and the area(s) outlined in any aerial image, the size listed in the caption text shall take precedence and be considered the true size and therefore what SST shall maximally deploy.

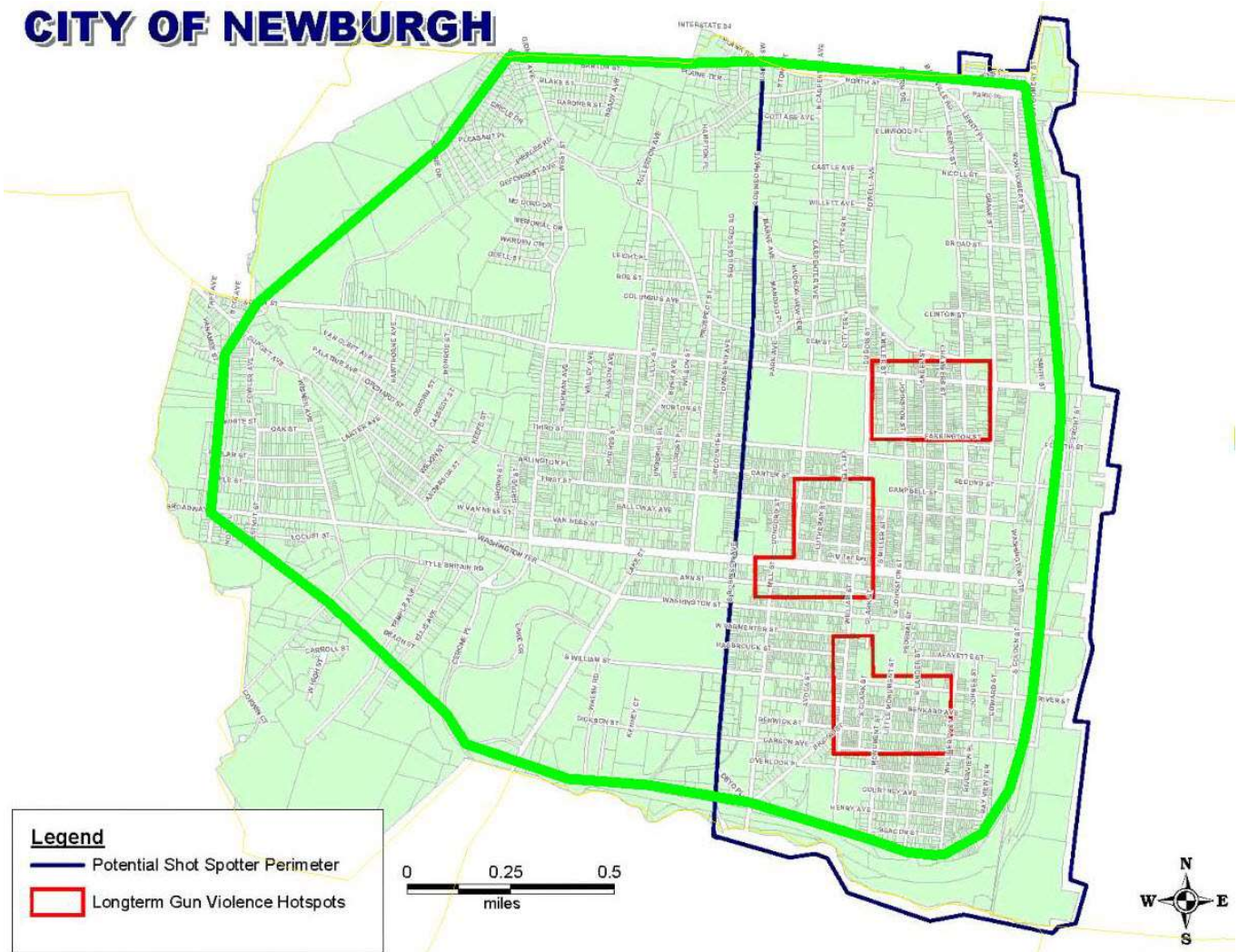


Figure 1: Proposed ShotSpotter Coverage (GREEN) = 3.0 mi²

Pricing, Terms and Conditions

The pricing provided is a firm fixed price quote, which remains valid for ninety (90) days from the date prepared (listed on the cover page).

The price as listed herein does not include any state or local taxes. Customer is responsible for notifying SST if the price needs to be adjusted for taxes.

One-Time Service Startup Fees

Service initiation fee for 3.0 square miles @ \$10,000/mi ²	\$ 30,000.00
SST GO Program Onboarding, Training, and Best Practices Support	\$ 10,000.00
Notification Engine (Video Surveillance) Interface License • Does Not include 3rd party middleware	\$ 19,000.00
Total One-Time Fees	\$ 59,000.00

Subscription Fee for Eighteen (18) Month Term

3.0 square mile coverage area @ \$65,000/mi ² /year (Figure 1-GREEN)	\$ 292,500.00
Total Subscription Fee	\$ 292,500.00

Total for First Eighteen (18) Month Term

One-Time Service Startup Fees	\$ 59,000.00
18-Month Subscription for 3.0 square miles	\$ 292,500.00
Grand Total First 18 Month Subscription	\$ 351,500.00

Optional

Annual Subscription Renewal	\$ 195,000.00
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Payment Terms

Payment for the service initiation and startup, all subscription fees, and any and all optional service fees shall be as follows:

- 50% due upon execution of agreement
- 50% due upon ShotSpotter FlexSM “live” status

Detailed Flex Service Agreement (See Attached Exhibit)

The attached ShotSpotter Flex Service Agreement is incorporated herein by reference and constitutes an integral part of this purchase document. Unless specifically so-stated above, should there be any question of precedence between the exhibit and this purchase document, then the exhibit, a single consolidated document shall be superior to the purchase document itself.

Agreement

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

ShotSpotter, Inc.

City of Newburgh, New York

By: _____

(Authorized Signature)

By: _____

(Authorized Signature)

Name: _____

Name: **Michael Ciaravino**

Title: _____

Title: **City Manager**

Date: _____

Date: _____

By: _____

(Authorized Signature)

Name: **Dan Cameron**

Title: **Chief of Police**

Date: _____

SST, Inc.
7979 Gateway Blvd, Suite 210
Newark, California 94560
+1.888.274.6877
info@ShotSpotter.com
www.ShotSpotter.com

SERVICES AGREEMENT



confidential



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Newark, California 94560
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info@ShotSpotter.com
www.ShotSpotter.com

SST, Inc. (also “ShotSpotter,” “we,” “us,” or “our”) and the end-user customer (also “Customer,” “you” or “your”) agree to the following Services and License Agreement and General Terms and Conditions (hereinafter, “Agreement”).

The following Agreement is an essential part of the “Purchase Documents” (which term shall include this Agreement and all executed proposals and purchase orders, together with all attachments and appendices) under which you purchase ShotSpotter Gunshot Location services identified in the Purchase Documents and described herein (“Service”). Your access, or use of any part of the Service (and/or signature on the purchase order and/or agreement) shall constitute your representation that you have read all the terms and conditions of this Agreement, and your acceptance of them as an integral part of the Agreement and your purchase or order of the Service. If you do not agree to be bound by these terms and conditions, do not access or use any part of the Service.

1. SERVICES

In consideration of the parties’ mutual undertakings set forth in the Purchase Documents and in this Agreement, you and we agree as follows:

For purposes of this Agreement, the Service shall consist of (i) providing access by the Customer to Reviewed Alerts delivered via a password-protected internet portal (“Alert Console”) and user interface supplied by SST (together the Alert Console and interface shall be called the “Software”) (ii) providing access to historical Reviewed Alerts and incident information via the

Software; and (iii) other services as specified in the Purchase Documents.

Reviewed Alerts consist of data for gunfire incidents, detected by the ShotSpotter Gunshot Location System and reviewed by a SST incident reviewer employee (see Exhibit A).

SST will install or convert the ShotSpotter Gunshot Location System in the coverage area specified in the Purchase Document. SST will host the Service and may update the functionality and Software of the Service from time to time in its sole discretion and in accordance with this Agreement.

Except in the circumstances where a system has been previously purchased and is being converted, SST shall retain ownership of, and all rights to, all components of the ShotSpotter Gunshot Location System, including hardware components, Software and firmware. Under this Agreement the Customer is only licensing rights to access the incident information detected by the ShotSpotter Gunshot Location System.

2. LICENSE

The following sets forth the terms and conditions of your non-exclusive, non-transferable and terminable license to use the Service and Data (as those terms are defined herein).

This License creates important legal rights and obligations, so please read it carefully before using the Service. This License constitutes an offer by us to you. **By manifesting electronically your assent to these terms, using the service, or by issuing a purchase order or signing a purchase**

agreement, you agree to be bound by the terms and conditions of this license. If you do not agree to be bound by the terms of this License, do not issue or execute a Purchase Document, or use the Service.

A. RIGHTS IN DATA.

All Data created, generated, modified, compiled, stored, kept or displayed by SST through the Subscription Service in the course of providing the Subscription Service and related Services to Customer, remains the sole and exclusive property of SST. Subject to subparagraph (ii) below, SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data for any purpose. Notwithstanding the foregoing sentence and although SST owns the Data with respect to the Subscription Service, SST will provide reasonable notice if any Data to be released is specific forensic or law enforcement sensitive incident information – For discussion that may pertain to any active investigation or prosecution. At no time, either in a non-exclusive or exclusive data ownership, does SST release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express consent, which shall not be unreasonably withheld.

If the customer purchases the exclusivity option, then SST will not distribute to any third party any Data related to or generated by ShotSpotter Gunshot Location System in Customer's coverage area, unless in response to a valid order or

subpoena issued by a court or other governmental body, or as otherwise required by law.

SST expressly reserves the rights to copy, publish, display, adapt, modify, translate, perform publicly, make works derived from, transfer, sell, offer for sale, and to use any and all Data (including, without limitation, Reviewed Alerts) for any purpose, and to authorize, license, and sublicense others to do any or all of the same.

B. RESTRICTIONS.

The Software and Data are our proprietary products, may incorporate components supplied to us under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to Software and Data and any part thereof are the property of us or our suppliers. By virtue of this License, you acquire only the right to use the Software and Data in accordance with this Agreement, but otherwise acquire no license, title or ownership rights, express or implied, in or to the Software or Data, or any right to use or practice any of our patents, copyrights, trademarks, or trade secrets, all of which rights are reserved expressly by us or our suppliers. You may not make any copies of the written materials or documentation that accompanied any component of the Software, or use them, or any other information concerning the Service that we have designated as confidential, for any purpose other than bona fide use of the Service or Software for the specific purposes contemplated herein, nor allow anyone else to do so. You shall not, without our express

written consent, which may be withheld or conditioned in our sole discretion: (i) modify, adapt, alter, translate, copy, perform or display (publicly or otherwise) or create compilations, derivative, new or other works based, in whole or in part, on the Software or Data, or on the Service; (ii) merge, combine, integrate or bundle the Software or the Data, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions or capabilities; (iii) transfer, distribute, make available the Service, Data, or Software to any person other than the specific end-user customer identified to SST in the Purchase Documents, sell, resell, sublicense, lease, rent, or loan the Service, Data, or Software, in whole or in part, or (iv) provide use or permit operation of any of the Service, Software or Data by any person other than the original end-user customer designated in the Purchase Documents, nor in or through any application service provider, service bureau, rental or time-sharing arrangement; (v) disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover, any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Data or Software, or any data or information created, compiled, displayed, or accessible through the System, in whole or in part; or (vi) remove, modify or obscure any identification or proprietary or restrictive rights markings or notices from the Data, Software or any component thereof.

SST and its licensors retain all ownership of all intellectual property rights in and to all Data, Software, all computer programs, related documentation, technology, knowhow and methods and processes embodied in or made available to you in connection with the Service, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. All rights not expressly granted to you herein are reserved by SST. You shall take all reasonable measures to protect SST's intellectual property rights in the Service and Software, including providing assistance and measures as are reasonably requested by SST from time to time.

You are hereby placed on notice that alteration or removal of copyright management information (including, without limitation, licensor's name and other identifying information, name of the Service, the terms and conditions of this License, and identifying numbers or symbols) embodied in or associated with the Service is prohibited, because such conduct may cause others to infringe our rights in and to the system, Service and/or Software. You may also not obscure or remove any confidentiality, patent, trademark or copyright notices on any component of the Service, or any documentation.

C. TERMINATION.

You agree that your right to use the Service, Software and Data will terminate automatically if you violate any of the terms of this License, or fail to timely pay any sums you owe to us or resellers

or integrators of our Service, or fail to renew the Service upon expiration of the Service term. In the event of termination, your access to the Data and Software will be terminated, and SST will cease delivering Reviewed Alerts, and disable your access to the Data. Customer agrees that SST shall not be liable to Customer nor to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this section.

D. MODIFICATION TO OR DISCONTINUATION OF THE SERVICE.

SST reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SST modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SST, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SST is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Service fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SST as of the date of such termination. Customer acknowledges that SST reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that SST shall not be liable to Customer or to any third party for any modification of the Service as described in this section.

E. OTHER RESTRICTIONS.

You acknowledge and agree that the source code and internal structure of the Software, Data and Service, as well as documentation, operations manual and training material are our confidential property, and trade secrets, the value of which would be destroyed by disclosure to the public. Use by anyone other than you of the Service, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement.

3. LIMITED EXCLUSIVE WARRANTY.

Provided that you comply with your obligations under the terms and conditions stated herein, we warrant that the Software (as defined herein) will be free of defects in workmanship which materially impair the functioning of the Service and Software in substantial conformity with the specifications documentation accompanying the Service. The Software covered under this limited exclusive warranty consists exclusively of ShotSpotter Alert Console software and user interface, installed and operated locally on customer's computers and devices supplied by SST for your use by on and in connection with a ShotSpotter System, subject to the terms and conditions of the License between you and us.

A. REVIEWED ALERT SERVICE LEVELS.

As regards to sonic event review and alert services, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit A, and in Sections

5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit A, attached hereto.

B. SYSTEM CONFIGURATION AND SERVICE LEVELS.

As regards to System configuration, subject to the Customer's compliance with its obligations hereunder, and to the disclaimers and limitations set forth in Exhibit B, and in Sections 5(C), 6, 7, 13 and 15 of this Agreement, we agree to provide the service levels set forth in Exhibit B, attached hereto.

C. OTHER WARRANTY.

SST warrants that the Service, Data and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

The limited exclusive warranties expressly set forth in this Agreement are the only warranties made to you and are provided in lieu of any other warranties (if any) created by any documentation or packaging, or otherwise express or implied. These limited exclusive warranties give you specific legal rights, and you may also have other rights which vary by jurisdiction.

4. SST SUPPORT.

During the term of the Services, SST will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with user guides, online help, online training

presentation, and online training sessions (as available). SST will provide reasonable efforts to respond via email to requests for support relating to incident classification within 8 hours of the request.

In addition, SST will use commercially-reasonable efforts to respond to other support requests within 24 hours of receipt of the request during the period of 8am to 5 pm Monday through Friday. The e-mail support specialist shall be responsible for receiving Customer reports of missed incidents, or errors in the Service, and, to the extent practicable over email or telephone, making commercially-reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved telephonically, then SST will use commercially-reasonable efforts to restore functionality of the Service to Service specifications within 72 business hours of receipt of the report.

A. FORENSIC REPORTS.

SST, at the specific request of the customer, will produce and provide a reasonable quantity of detailed incident forensic reports for any ShotSpotter detected incidents, including Reviewed Alerts, if such information is deemed by the customer to be valuable to the customer for investigation follow-up, prosecutorial requirements, or after action review.

Such reports must be requested a minimum of 5 days in advance of when needed, and all such requests must be in writing and addressed to the SST Customer Service Department. Customer

should expect delivery of these reports within 5 days after receipt of the request. This benefit shall only be available to Customer if Customer is fully current with payments due under this Agreement. In the case that Customer is not current with their payments, then forensic reports shall not be generated nor provided to Customer until Customer becomes current with its payment obligations.

B. EXPERT WITNESS SERVICES.

SST offers reasonable expert witness services. The Customer will be responsible for all travel and per diem reimbursement. At the specific request of the customer, SST will provide individual(s) for the purposes of expert witness testimony for any ShotSpotter detected incidents, including Reviewed Alerts, for which the incident information is deemed by the customer to be valuable to the customer's prosecutorial requirements. Customer understands that SST undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SST requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations and a point of contact for SST personnel. Due to the nature of legal proceedings, SST cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services

are rendered regardless of the outcome of the proceedings.

5. TERM, RENEWAL

A. TERM AND COMMENCEMENT.

The Service term shall be specified in the Purchase Document and will commence on the date that the Service is available to the Customer via the Alert Console.

B. RENEWAL.

The Service may be renewed for successive periods of one year each, in accordance with the following procedure. Not later than thirty (30) days prior to the expiration of the Service term then in effect, Customer shall issue a purchase order and tender payment in full for the next annual renewal (unless otherwise agreed in writing by SST), and the term shall be renewed for another year. SST shall provide Customer with renewal fees, terms and conditions for the next successive renewal term upon Customer's request but no later than 90 days from the expiration date. Customer acknowledges that the Service fees, terms and conditions and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms.

If Customer fails to renew in a timely manner and hence allows the Service term to expire then the Service will terminate in accordance with Section 2. C. At its discretion, SST may remove the ShotSpotter Gunshot Location System and any

components from the coverage area at that time. If SST does not remove the ShotSpotter Gunshot Location System from the coverage area, Customer may reinstate the Service at a later date by renewing, however Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

C. COMMERCIAL CARRIER DATA SERVICES.

The ShotSpotter Gunshot Location System may use wired, wireless or cellular wireless acoustic sensor communications which necessitates the existence of a real-time data communications channel from each sensor to the hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless or wireless cellular communications may impact the ability of SST to provide the Service. In such circumstances SST will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event SST is unable to do so, SST will terminate the Service and refund a pro-rata portion of the annual Service fee to Customer.

6. IP INFRINGEMENT; EXCLUSIVE REMEDY.

Subject to the terms and conditions hereof, SST agrees to defend and indemnify Customer (provided it is the actual End-user Customer of the Service) from and against losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the end-user customer by a third party unrelated to the customer, in which

such third party asserts a claim that the Service and/or Software, when used in accordance with SST's specifications and for the purposes intended, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to purchase the ShotSpotter Flex System.

Provided, however, that SST shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof, and that Customer shall provide SST with reasonably prompt written notice of any such suit or action, and of any oral, written or other communication or other information or circumstances of which Customer becomes aware that could reasonably be expected to lead to such a suit or action (including any and all cease and desist demands or warnings, and offers or invitations to enter license agreements), and shall provide SST all reasonable assistance and information in connection with SST's investigation and defense of any claim of infringement.

Further provided, however, that this section shall not apply and SST shall have no obligation to defend and indemnify Customer in the event the Customer or a reseller, integrator, service provider or supplier modifies, alters, substitutes, or supplements any of the Service, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger or combination of any of the same with other

hardware, software, systems, technologies, or components, functions, capabilities or applications not licensed by SST as part of the Service, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction or specification furnished by the Customer, nor to the extent that the Service or Software are used for or in connection with any purpose, application or function other than detecting and locating gunshots exclusively through acoustic means.

If, in SST's opinion, the Service, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against a customer in a lawsuit which SST is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SST's obligations under this section, then SST may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Service or Software, (2) modify or replace such Service or Software to make it or them non-infringing, or (3) refund to the purchaser a pro-rata portion of the annual Service price paid for the Service System.

The foregoing section states the entire liability of SST and customer's and its suppliers' exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the system, system components, and software. This section is in lieu of and

replaces any other expressed, implied or statutory warranty against infringement of any and all intellectual property rights.

7. LIMITED WARRANTIES EXCLUSIVE; DISCLAIMERS IMPORTANT; PLEASE READ CAREFULLY

To the maximum extent permitted by applicable law, the limited warranties expressly set forth above are exclusive, and in lieu of all other warranties, whether written, oral, express, implied or statutory. There are no warranties that extend beyond those expressly set forth herein, and no prior statements, representations, or course of dealing by any SST representatives shall vary, expand or modify these warranties.

To the maximum extent permitted by applicable law, all other representations or warranties, express, implied, or statutory, including without limitation, any warranties of non-infringement, quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this agreement are hereby expressly disclaimed and superseded by the exclusive limited express warranty and disclaimers set forth herein.

Without limiting the generality of the foregoing limitations and disclaimers, while the Service is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, SST cannot

control how the Service is used, and, accordingly, SST does not warrant or represent, expressly or implicitly, that use of the Service will comply or conform to the requirements of federal, state or local statutes, ordinances and laws, or that use of the Service will not violate the privacy rights of third parties. You shall be solely responsible for using the Service in full compliance with applicable law and the rights of third persons.

Further, regardless of any prior statements, representations, or course of dealings by any SST representatives, we do not warrant or represent, expressly or implicitly, that the Service or its use will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the SST-supplied network will remain in operation at all times or under all conditions.

SST expressly disclaims, and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Services or Reviewed Alerts provided by SST, or for any

consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Services provided by SST, including any death, injury, or loss or damage to any property.

Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed.

You and we each acknowledge and agree that the Service is not a consumer good, and is not intended for sale to or use by or for personal, family or household use.

8. YOUR OBLIGATIONS.

You acknowledge and agree that SST's duties, including warranty obligations, and ability to perform its obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations hereunder, including, but not limited to:

A. You agree to pay all sums due under the purchase agreement or order as and when they are due pursuant to the terms of such agreement or order. Actual access and use of the SST Service shall constitute evidence that the Service is active and the final payment is due.

B. You agree to use your best efforts to timely perform and comply with all of your obligations allocated to you in the Purchase Documents and/or other contract documents, including, without limitation, provisions regarding assisting SST in obtaining sensor site permissions from premises owners or lessors, in locations reasonably acceptable to SST, which obligations are incorporated by reference and made a part hereof. Unless the Statement of Work or other contract documents signed by SST allocates such obligations to SST expressly, customer shall be responsible for securing from premises owners or lessors all rights necessary to enter onto their premises to install sensors, and to place, operate and maintain such sensors on such premises. SST's duties, including warranty obligations to you shall be predicated and conditioned upon your timely performance of and compliance with your obligations set forth herein, and in the Purchase Documents.

C. You shall not permit any alteration, modification, substitution or supplementation of the SST Service or web portal, or the combining, connection, merging, bundling, or integration of the SST Service or web portal into or with any other system, equipment, hardware, software, technology,

function or capability, without our prior written consent.

D. Unless otherwise expressly agreed in advance in writing by SST, you shall not resell, transfer, distribute or allow access to the Service or web portal or any portion thereof, to any person other than the specific end-user previously identified to SST in the Purchase Documents, and shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators or other third parties to operate, have access to, or sublicense the Products.

E. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web to enable a secure https connection from the customers work station to SST's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.

F. Passwords and Access. Customer may designate up to the number of users under Customer's account which corresponds to the access required by assigning unique passwords and user names. Customer will be responsible for the confidentiality and use of Customer's password and user names, and agrees that sharing passwords and/or user names with unauthorized users is prohibited.

G. You shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY RIGHTS; LIMITED LICENSE.

We or our licensors retain all ownership of all intellectual property rights in and to all data, software, computer programs, related documentation, technology, knowhow and processes embodied in or made available to you in connection with the Service, and Software, including, without limitation, all patent rights, copyrights, trade secret rights, trademarks and service marks. Your rights to install and use the Data and Software are limited, and shall be strictly in accordance with the License set forth in Section 2 hereof. Any and all rights not granted expressly in such License are hereby reserved.

10. EXPORT CONTROL.

You acknowledge that the ShotSpotter Flex System is the subject of a Commodity Jurisdiction determination by the United States Department of State, and has been determined to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Accordingly, no part of the Data, Software, ShotSpotter Flex System or any GLS System component thereof may be transferred, consigned, shipped, delivered, received, exported or re-exported, nor may any technical data directly relating to any of the same or the underlying information or technology be disclosed,

downloaded, uploaded, transmitted, received, furnished, or otherwise provided, to, by or through any person, government, country, or to any end-user, or for any end-uses, except in compliance with applicable U.S. export control laws administered by the U.S. Government, and any other applicable U.S. laws, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of your country. In this respect, no resale, transfer, or re-export of any ShotSpotter Flex System exported to you pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any “deemed export,” or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or end-user, or to any U.S. person or entity, any of the ShotSpotter Flex System, GLS System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Unless otherwise agreed and so specified in the Purchase Documents, you shall obtain and bear all expenses relating to any necessary determinations, registrations, licenses and/or exemptions with respect to its exportation, re- exportation or “deemed export” of the ShotSpotter Flex System, Data, Software or any GLS System Components or Services, as well as

with respect to the disclosure or furnishing of any technical data or other information and services relating to any of the same.

In addition to compliance with the foregoing, and without limiting the generality thereof, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any other end-user or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

11. PROTECTION OF CONFIDENTIAL INFORMATION.

Unless either party (the "Receiving Party") obtains prior written consent from the other (the "Disclosing Party"), the Receiving Party agrees that it will not reproduce, use for purposes other than those expressly permitted herein, disclose, sell, license, afford access to, distribute, or disseminate any information: i) obtained from the Disclosing Party in connection with the System purchase, installation or operation, and designated by it from time to time as confidential; ii) the documentation, use and operations manuals; and output data created or

compiled by the ShotSpotter Flex System; iii) your use of the ShotSpotter Flex System or technology, your deployment methodology, results, or related facts; iv) the contractual terms and payment terms applicable to the purchase of the ShotSpotter Flex System or technology, except as required by local law (collectively, "Confidential Information") Unless a section of the Purchase Document(s) specifically identifies the identity of Customer as Confidential Information, the fact that Customer is a customer of SST shall not itself be considered Confidential Information, nor shall the name of any city in which the ShotSpotter GLS System is deployed be considered confidential information. Recipient's obligations under this section shall not apply to any of Discloser's Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be

a breach of this Agreement by such Recipient; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. Receiving Party shall use reasonable controls to protect the confidentiality of and restrict access to all such Confidential Information to those persons having a specific need to know the same for purposes expressly authorized herein, and render unreadable prior to discarding, all records containing our Confidential Information. In any event such controls shall not be less protective than those Receiving Party uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information.

12. NOTICES.

Any notice or other communication required or permitted to be given under this Agreement shall be in writing at such party's address or number or at such party's last known address or number. The party's addresses may be changed by written notice to the other party as provided herein.

13. FORCE MAJEURE.

In no event shall SST be liable for any delay or default in its performance of any obligation under this or any other agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies,

transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SST's reasonable control. At SST's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SST so long as any such cause shall prevent or delay performance, and SST agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

14. DEFAULT; REMEDIES.

Upon the occurrence of any default by or breach of your obligations, we may at our option, effective immediately, either: (i) terminate our future obligations under this agreement, terminate your License to use the Service and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, you shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of us, as well as applicable repossession, shipping, repair and refurbishing costs.

15. LIMITATIONS ON LIABILITY.

In no event shall either party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be

liable to the other party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

In any event, except for its IP infringement indemnity obligations under section 6 hereof, SST's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this agreement) and regardless of the form of action or legal theory shall not exceed two times the amount paid to SST under this agreement, or the amount of insurance maintained by SST available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

16. GENERAL PROVISIONS.

A. NO AGENCY.

Neither SST nor any of its employees is an agent or representative of Customer and the Customer is solely responsible for obtaining any required authorizations from any governmental agency, body or commission and for compliance therewith.

B. COMPLIANCE WITH LAWS AND TAXES.

You shall comply with all applicable laws, statutes and regulations relating to the sale, distribution, and use of the Service and the performance of your duties and obligations hereunder. All prices are exclusive of all tariffs, customs duties, imposts, national, federal, provincial, state, and local VAT, excise, sales, use and similar taxes. You will be pay and be responsible for paying any and all such taxes and tariffs, when applicable.

C. EQUAL OPPORTUNITY CONTRACT CLAUSE.

SST is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders.

D. SEVERABILITY AND INTERPRETATION.

If any provision, in whole or in part, of this Agreement and/or the Purchase Documents of which it is a part is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions, and there shall be substituted for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. No part or provision shall be interpreted in favor or against any party because such party or its counsel drafted

the relevant provision. No course of dealing, usage, custom of trade, or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement and Purchase Document(s).

E. INTEGRATION, AMENDMENT AND WAIVER.

This Agreement, and the Purchase Document(s) of which it is a part, together with any other exhibits or appendices thereto, constitute the entire understanding between SST and you. No other documents or representations shall be used in interpreting it. Any and all written or oral agreements heretofore existing between the parties are expressly cancelled and/or superseded. Any other document, proposal, specification, statement of work, marketing collateral, or representation which may vary, alter, amend or supplement these terms and conditions will not be binding unless agreed to in a writing signed by appropriate representatives of both SST and Customer. No modification, variance, amendment or waiver of any part of Agreement or Purchase Document(s) shall be binding upon either party, whether written, oral, or in any other medium, unless made in writing and signed by authorized representatives of both parties. All the parties' rights and duties are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver of either party's breach of any provision of this Agreement or Purchase Documents shall constitute a waiver of any prior or subsequent breach of the same or any other provision, and no failure to exercise, and no delay

in exercising, any right(s) hereunder on either party's part shall operate as a waiver of any such right; all of the parties' rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

F. BENEFIT AND BURDEN; ASSIGNMENT.

Subject to the following provisions, this Agreement and the Purchase Documents of which they are a part shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns only. Notwithstanding that the Service and Software, and its output data may be used for law enforcement, military, public safety, and force protection purposes, there are no third party beneficiaries intended to benefit from these general terms and conditions of sale, or the agreement or order of which they are a part. Customer may not assign or transfer this Agreement and the Purchase Documents of which they are a part, or any of the rights granted therein, in whole or in part, by operation of law or otherwise, without SST's express prior written consent. SST may assign or transfer this Agreement and the Purchase Documents and/or SST's rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining Customer's consent. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to

assume or to assign these without SST's express consent.

G. GOVERNING LAW AND DISPUTE RESOLUTION.

The validity, performance, and construction of this agreement shall be governed by the laws of the laws of the State of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. If the parties disagree as to any matter arising under this Agreement or the relationship and dealings of the parties hereto, then SST and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement, by negotiation. Should the dispute not be resolved within a reasonable time after commencement of such negotiations, it shall be mediated before one or more mediators mutually acceptable to both parties. Costs of mediation will be allocated as part of the resolution in mediation, but absent such resolution, shall be paid equally by the parties. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement or the validity or breach of any of the provisions thereof, or the relationship, dealings, rights, and obligations of the parties, or use of the Service, shall be settled by binding arbitration, before three arbitrators, in or as near as possible to Newark, California, United States of America, or in such other location as the parties may agree, in accordance with the Commercial Rules of the American Arbitration Association in effect on the date of this agreement.

Such arbitration shall be conducted before three arbitrators. The parties acknowledge and agree that this agreement involves a commercial transaction in commerce and that arbitration and award hereunder shall be governed by the federal Arbitration Act. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In addition to any other remedies to which it may be entitled, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including expert witness fees and costs) incurred in connection with enforcing its rights or defending itself.

All parties hereby irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this agreement or any other agreement between the parties hereto.

EXHIBIT A – Reviewed Alert Service Levels

The ShotSpotter Flex System detects loud impulsive incidents, classifies them as gunfire, fireworks, or other, and sends them to the SST Incident Review Center. Within 15 seconds of receiving the incident audio download, SST review personnel will begin analysis of the incident, which will include observing sensor audio wave files and listening to sensor audio. The outcome of this review is intended to confirm or change the System's classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's **Alert Console**, based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert sent to Customer Alert Console
Uncertain if incident is gunfire or not	Reviewed Possible Gunfire Alert sent to Customer Alert Console
Low confidence incident is gunfire	No alert will be sent ; incident available for customer review in the incident history available through the Customer Alert Console

Reviewed Alerts are sent to the Customer Alert Console. Information in a Reviewed Alert will include the location of the incident, the reviewer's qualitative assessment of the confidence level that the incident is or may be gunfire, along with other pertinent information and data.

Specifically, information provided in a Reviewed Alert may include any or all of the following:

- "Dot on the map" and closest parcel address denoting the location of the incident
- Qualitative Confidence that the incident is gunfire: High or Uncertain
- Qualitative Severity: Single shot, multiple shots, drive by shooting, full automatic
- Comments (if any)

The majority of incidents will be processed within 45 seconds of the System notifying the SST Incident Review Center of an incident and 90% of the incidents will be processed in less than 60 seconds. In the unlikely event that the review center loses connection to the hosting facility or the review center is unable

to process the incident within approximately 60 seconds for some reason, the system will automatically route unreviewed incidents directly to the customer based on the systems classification of the incident. In the event the reviewed incident data reveals information that will aid in responder situational awareness, SST may (but is not obligated to) include this information as Comments in the Reviewed Alert.

During major holidays such as in the case of New Years Eve, Independence Day, and Cinco de Mayo, most communities experience a large increase in firework activity. During these periods, usually at least 48 hours in advance of the holiday, during the holiday and 48 hours following the holiday, SST will put the system into fireworks suppression mode so that the reviewers can focus their response to incidents classified as gunfire. SST will inform the customer prior to the system being placed in fireworks suppression mode and when fireworks suppression mode is disabled. The actual timing of fireworks suppression mode being active is determined by the review center based on the level of fireworks being discharged. While in fireworks suppression mode, fireworks incident alerts are not sent to the reviewer nor the customer alert console, however all firework incidents continue to be stored in the data base should any of this information be needed at a later time.

The purpose of the Reviewed Alert Service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above, in situations where the analyst's qualitative confidence that an incident is or may be gunfire meets the criteria set forth above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SST does not undertake any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SST.

The Incidents & Reports Portal provides the Customer with full and immediate access to all incident history including the same information SST uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This enables the Customer to perform its own incident reviews and run various reports. This data access is available as long as the Customer is under active subscription.

EXHIBIT B – System Configuration and Service levels

SST will deploy or have deployed a ShotSpotter Flex system over the agreed upon coverage area. The system will be designed to detect at least 80% of the unsuppressed outdoor gunfire, with a location accuracy to the shooter's location within 25 meters, after sensor calibration. These performance levels are predicated on the deployment of sensors at all such sites, otherwise the foregoing performance levels may be compromised.

The sensors send incident information to a server in a SST hosting facility via third party cellular, wireless or wired networks. SST is not responsible for outages on the third party networks. SST will be responsible for installation and maintenance of the sensors and cost of the sensor communications to the hosted location server. The hosted server infrastructure (exclusive of communications networks) shall be maintained at 99.9% application availability exclusive of scheduled maintenance that SST will make reasonable efforts to coordinate with the customer.

The connection between the reviewer's console and the Customer's Alert Console is secured using a secure message protocol over http connection, where individual messages are encrypted using the same Public Key Infrastructure ("PKI") as a secure VPN connection.

Providing local access to the internet for the Alert Console is the responsibility of the Customer, as is providing a work station with access to the internet. The Customer may choose to set up multiple sessions of Alert Consoles as a form of redundancy.

Fay, Naomi

From: Kennedy, Judy
Sent: Thursday, December 15, 2016 9:44 PM
To: 'Teresa Chagrin'; Abrams, Genie; Angelo, Regina; Holmes, Cindy; Rayford, Hillary; Mejia, Karen
Cc: Cameron, Daniel; Ciaravino, Michael; Kelson, Michelle
Subject: RE: Official PETA Correspondence in SUPPORT of Project Cat Plan

Hi all

The message below from PETA presents a very interesting perspective concerning Feral cats. Certainly we need to consider this information when making our decision concerning the feral cats.

Mayor Judy Kennedy

From: Teresa Chagrin [mailto:TeresaC@peta.org]
Sent: Wednesday, December 14, 2016 9:58 AM
To: Kennedy, Judy; Abrams, Genie; Angelo, Regina; Holmes, Cindy; Rayford, Hillary; Mejia, Karen
Subject: Official PETA Correspondence in SUPPORT of Project Cat Plan

December 14, 2016

The Honorable Judy Kennedy, Mayor of Newburgh
Members of the Newburgh City Council

Via e-mail: jkennedy@cityofnewburgh-ny.gov; gabrams@cityofnewburgh-ny.gov; rangelo@cityofnewburgh-ny.gov; cholmes@cityofnewburgh-ny.gov; hrayford@cityofnewburgh-ny.gov; kmejia@cityofnewburgh-ny.gov

Dear Mayor Kennedy and Newburgh City Council Members,

I hope you are well. PETA—the world's largest animal rights organization, with more than 5 million members and supporters worldwide—has been contacted by Newburgh-area residents who strongly support a plan recently presented to you by Project Cat, Inc., to rescue a large population of homeless cats from a neighborhood along Van Cleft Avenue. According to a news report, many of the cats appear ill: They are "mangy, with matted fur and bitten ears. Several appeared to have eye infections."^[1]

I'm writing to let you know that PETA supports the city's decision to have these cats removed from the streets, where they are suffering and will succumb to slow, agonizing deaths.

A small group of hobbyists has reportedly suggested collecting the animals, sterilizing them, and then re-abandoning them, which is often called trap-neuter-release (TNR). PETA is an animal-protection organization, so our opposition to TNR arises from animal-welfare concerns. Public officials should be concerned about the practice for a number of reasons, in addition to those related to animal welfare, e.g., potential liability exposure when taxpayers are denied assistance with removing cats from their properties, the spread of rabies and other zoonotic diseases, the impact on wildlife populations, and more.

TNR programs conflict with the mission of public-health and public-safety agencies. According to the National Association of State Public Health Veterinarians, "[N]o evidence exists that maintained cat colonies adequately reduce human public health risks or appropriately address their impact on pets or native wildlife. Several reports

suggest that support of 'managed cat colonies' may increase the public's likelihood of abandoning unwanted pets in lieu of more responsible options."^[2] Phoenix College in Arizona decided to end its TNR program, because, according to a spokesperson, "Instead of stabilizing the population, it has doubled, creating an unhealthy situation for the cats and the community."^[3] And after experimenting with a pilot TNR program, the city of Parry Sound, Florida, was reconsidering allowing the practice, because "the number of feral cats appears to be increasing—as does the noise, smell and general nuisance."^[4]

PETA's Emergency Response Team fields numerous reports of incidents in which cats—quasi-"managed" or not—suffer and die in terrible ways because they have to fend for themselves outdoors. Homeless ones are forced to fight (and lose) daily battles against parasites, deadly contagious diseases, dehydration when their water sources evaporate or freeze, speeding cars, loose dogs, and malicious people. On a daily basis, our cruelty caseworkers handle cases involving "outdoor cats" who are abused or killed by property owners or neighbors who simply didn't want the animals there, sterilized or not. A disturbing report just this week described a homeless cat who was found in Huntington with infected burns and wounds so severe that some penetrated to the bone.^[5]

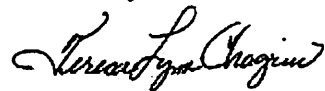
Feeding stations set up for cats attract wildlife—including coyotes, skunks, and raccoons—which increases the risk of disease and parasite transmissions among these animals. Many of these ailments—including rabies, toxoplasmosis, roundworms, hookworms, and even plague—are also contagious to humans. In addition, many people do not want wildlife in their yards, so they employ pest-management companies to kill roaming wildlife, and almost without exception, those killing methods are inhumane. Once trapped, many wildlife species cannot be relocated by law.

Moreover, roaming cats terrorize and kill birds and other wildlife who are already struggling with habitat destruction and environmental degradation. A 2013 *New York Times* article reported that roaming cats account for the majority of human-linked wildlife deaths in the U.S., killing an astounding **"2.4 billion birds and 12.3 billion mammals a year."**^[6]

Ensuring that homeless cats are rescued and taken to open-admission animal shelters for a chance at adoption—or euthanized, if that is the most humane option that can be provided in a particular case—is critical while working to reduce cat homelessness through *prevention*: by legally requiring responsible cat ownership, which includes spaying and neutering, microchipping, and keeping cats from roaming at large. PETA stands ready to assist in any way that we can.

Thank you for your consideration and for all your hard work for the citizens of Newburgh.

Yours truly,



Teresa Chagrin
Animal Care and Control Specialist
Cruelty Investigations Department

Attachment

PETA Flier: "Homeless Cats Are Not Super-Felines"

^[1]Shantal Riley, "Feral Cats Reign on Van Cleft Avenue," 23 Nov. 2016, TimesCommunityPapers.com <<http://timescommunitypapers.com/2016/11/feral-cats-reign-on-van-cleft-avenue/>>.

^[2]National Association of State Public Health Veterinarians, "Free-Roaming/Unowned/Feral Cats," Position Statement, Sept. 1996 <<http://www.tnrrealitycheck.com/media/NASPHV.pdf>>.

^[3]Eugene Scott, "Phoenix College Ending Feral-Cat Program, to Remove Animals," AZCentral.com, 7 Feb. 2014 <http://www.azcentral.com/community/phoenix/articles/20140129phoenix-college-ending-feral-cat-program.html?ncllick_check=1>.

^[4]Stephannie Johnson, "Town Council Tires of Feral Cat Problem," ParrySound.com, 15 Oct. 2014 <<http://www.parrysound.com/news-story/4915139-town-council-tires-of-feral-cat-problem/>>.

^[5]Paige McAtee, "Cat Badly Burned by Chemicals Found in Huntington, SPCA Investigating," 9 Dec. 2016, Patch.com <<http://patch.com/new-york/huntington/cat-badly-burned-chemicals-found-huntington-sPCA-investigating>>.

⁶Natalie Angier, "That Cuddly Kitty Is Deadlier Than You Think," *The New York Times*, 29 Jan. 2013
<http://www.nytimes.com/2013/01/30/science/that-cuddly-kitty-of-yours-is-a-killer.html?_r=4&>.

¹¹Shantal Riley, "Feral Cats Reign on Van Cleft Avenue," 23 Nov. 2016, TimesCommunityPapers.com
<<http://timescommunitypapers.com/2016/11/feral-cats-reign-on-van-cleft-avenue/>>.

¹²National Association of State Public Health Veterinarians, "Free-Roaming/Unowned/Feral Cats," Position Statement, Sept. 1996
<<http://www.tnrrealitycheck.com/media/NASPHV.pdf>>.

¹³Eugene Scott, "Phoenix College Ending Feral-Cat Program, to Remove Animals," AZCentral.com, 7 Feb. 2014
<http://www.azcentral.com/community/phoenix/articles/20140129phoenix-college-ending-feral-cat-program.html?nclick_check=1>.

¹⁴Stephannie Johnson, "Town Council Tires of Feral Cat Problem," ParrySound.com, 15 Oct. 2014
<<http://www.parrysound.com/news-story/4915139-town-council-tires-of-feral-cat-problem/>>.

¹⁵Paige McAtee, "Cat Badly Burned by Chemicals Found in Huntington, SPCA Investigating," 9 Dec. 2016, Patch.com <<http://patch.com/new-york/huntington/cat-badly-burned-chemicals-found-huntington-sPCA-investigating>>.

¹⁶Natalie Angier, "That Cuddly Kitty Is Deadlier Than You Think," *The New York Times*, 29 Jan. 2013
<http://www.nytimes.com/2013/01/30/science/that-cuddly-kitty-of-yours-is-a-killer.html?_r=4&>.

Copy to City Mgr.

New York State Humane Association

PO Box 3068 Kingston, NY 12402 (845) 336-4514

www.nyshumane.org

December 17, 2016

To Council Members: Genie Abrams, Torrance, Harvey, Regina Angelo,
Cindy Holmes, Hillary Rayford, Karen Mejia
City of Newburgh, City Hall
83 Broadway
Newburgh, NY 12550

Dear City Council Members:

I am writing on behalf of the New York State Humane Association (NYSHA) in support of Project Cat and its Director, Gail Mihocko. NYSHA has known Ms. Mihocko and her work since the beginning of her organization and has found her to be a person of integrity and compassion.

We understand the Police Chief has requested the help of Ms. Mihocko to address the problem of feral and unwanted stray cats in the City of Newburgh that have become a serious issue in a particular area of the city, and the Mayor supports that decision.

The Mayor and Police Chief have pursued the appropriate course of action by addressing the feral cat problem in a humane and compassionate way via its contract with Ms. Mihocko. She carefully assesses each problem area referred to her in a thoughtful and professional way. The plan was moving forward but it appears that there is some resistance by a group that may be well-intentioned, but one that does not recognize the extent and seriousness of the existing problem to both the cats and the surrounding neighborhood.

NYSHA is all too familiar with the problems associated with the burgeoning feral cat population, as well as the inhumane and ineffective "solutions" advocated by the TNR proponents. Distraught individuals from across the state contact us regarding distressing situations resulting from stray and feral cats: howling cat fights in the middle of the night, desperate cats, sick and starving, many with visible injuries, peering at them from the woods in rural areas and from behind garbage cans in urban ones. Life is ugly and inhumane for these animals; no one can say it is pleasant. When we inquired if the callers had had TNR advocates contact them to suggest that the cats be sterilized and vaccinated and returned to their properties, to a person, they said they did not want the cats brought

back. Unfortunately, we have no answers for these distressed and frustrated callers, other than to suggest they try to find a compassionate shelter or organization in their area that is willing to trap these animals and individually evaluate them to determine their best option.

The City of Newburgh is fortunate to have had such an entity available in the form of Project Cat, an option that is rare and unattainable in other areas. Without employing the assistance of Project Cat, we fear that over time, the City Council will be inundated with more calls from distraught citizens demanding that something be done about the ferals and unwanted strays (both in TNR colonies and not), invading their properties, leaving fecal matter, destroying gardens, and introducing the potential of rabies by drawing in vector wildlife to food sources

The City of Newburgh needs a humane, compassionate, and effective way to deal with a complex problem that will not go away on its own, and the City has found it with the services provided by Project Cat and Gail Mihocko.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold Hovel". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Harold Hovel, PhD

Chairperson

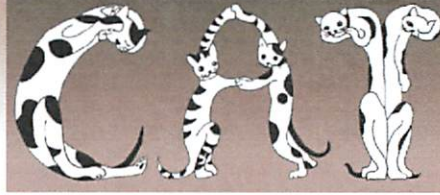
Cc: Mayor Judy Kennedy

MAIL: 571 County Rt 2
Accord, NY 12404

SHELTER: High Falls
Accord

Please call for an appointment

P R O J E C T



Project Cat is a nonprofit tax-deductible organization

Feline Community Assistance
Rescue and Adoptions
Behavioral Consulting

www.projectcat.org

info@projectcat.org

Ph/fax: 845-687-4983

6 December 2016

To City Council of Newburgh:

Since my attendance at the board meeting on 10 Oct 2016 to discuss removal of domestic cats at 14 Van Cleft Ave, a vote to approve a pilot program was tabled due to concerns regarding humane euthanasia of feral cats. I know talk of euthanasia can elicit a visceral response and sometimes a backlash, however the problem with an overabundance of domestic cats requires a rational approach for both cats and people.

I understand that The Animal Rights Alliance (T.A.R.A.) is proposing to implement trap-neuter-release (TNR) for free-roaming cats with grant money being sought to cover the costs. While the offer to sterilize cats at a reduced cost to the citizens and the city of Newburgh is of great benefit, it has its limitations and does not address the problem at Van Cleft or other areas where unowned, feral cats roam.

There needs to be a reasonable balance with regard to the following:

- 1) controlling the numbers of free-roaming, unowned cats,
- 2) complying with city ordinances and respecting private property rights,
- 3) limiting spread of zoonotic diseases (especially rabies, toxoplasmosis and bartonellosis),
- 4) reducing the suffering of a harsh outdoor life for the cats and the wildlife that they hunt.

I would like to propose that the city of Newburgh utilize services of both Project Cat and T.A.R.A.

- Project Cat would humanely remove cats from properties where they are not wanted, are living a poor quality of life and which otherwise would receive no further veterinary care after neutering and one rabies vaccination, which is the norm with TNR.

- TARA would sterilize and vaccinate cats currently owned by residents and on whose property they are welcome and can guarantee a lifetime of care.

Keep in mind that the refusal to accept humane euthanasia as an option for the Van Cleft cats, and so many others in the same condition, is how they eventually ended up in that sad, ongoing situation. The "no-kill" shelters that removed only the adoptable cats from the property in February 2015 neglected the remaining cats because they were deemed not adoptable and did absolutely nothing for them. Refusal again to remove and humanely euthanize them because they are unadoptable means they will spend another winter outdoors breeding or dying painfully or possibly being relocated by a rescue group to a different location but similar situation. Ultimately, it is the cats and wildlife that they kill that end up suffering because there is no perfect solution. Cats are companion animals that deserve better.

In deciding to implement TNR or not, would you vote for it if you lived next to a property with 20+ cats being fed and housed outdoors? If you do not want to live next door to a 'managed' cat colony, do not inflict this on other residents and property owners in the City of Newburgh or on the cats themselves.

Comments regarding Trap-Neuter-Release

Trap-neuter-release (TNR) or Return-To-Field (RTF) or Shelter-Neuter-Return (SNR), have been practiced in this country for over 30 years and are now being accompanied by barn cat 'programs' and 'community cat' management.

While the initial tenet of TNR was for feral, outdoor cats to stop reproducing and eventually die out (via "natural" causes) after 30 years we have more free-roaming homeless cats than ever. The premise of these programs is no longer population reduction and extinction, but rather reduction of cat shelter intake followed by a decrease in numbers of cats euthanized.

Shelters are rated on their "live-release" rates (i.e. adoptions) so they are careful to only accept cats that they can adopt out. That means taking in no feral or aggressive cats; old or sickly cats; or even perfectly fine cats when they are full. These are the ones that are then slated to be neutered and released back outdoors.

Why the "no-kill" movement and accompanying TNR practice are popular

1. TNR is an easy sell to municipalities because grants can initially relieve the financial burden to tax payers, but this is only temporary until grant money is no longer obtainable.
2. TNR sounds nice because it denounces euthanasia and claims to "save lives".
3. TNR makes people feel good because they are choosing life over death but without thinking about the long-term consequences.
4. The growth of the "no-kill" movement has resulted in multimillion dollar organizations with lobbyists.
5. Pet food companies and large box stores reap huge profits from the boom in outdoor cat feeding and are closely tied to "no-kill" organizations.
6. Repeating false claims with no supporting evidence such as:
 - the "vacuum effect" that claims removing cats will draw others into the vacant niche;
 - euthanasia is cruel while dying slowly by disease, parasites, hit by car or other trauma, dog attacks or poisoning is natural;
 - outdoor cats keep rodent populations in check;
 - TNR results in a decrease in the number of free-roaming cats;
 - cats act as a buffer between humans and rabies-vector wildlife

Why TNR fails in meeting its original goal and is not a sound practice

1. TNR would be in violation the City of Newburgh ordinances (see attached)
2. Numerous studies show that TNR is ineffective at population control for feral or free-roaming cats. There are no known studies to indicate otherwise (other than anecdotal evidence on a small scale).
3. Population models indicate that 75% sterilization rate is necessary, yet unachievable in most places, to simply stabilize population growth. In most places less than 2% sterilization rate is actually achieved. TNR maintains colonies of cats in perpetuity due to immigration of new cats (along with

raccoons and skunks) attracted to a food source and as known feeding stations become a dumping ground for unwanted cats that are turned away by shelters.

4. Cats are now the number one domestic animal for which post-exposure-prophylactic rabies vaccinations are given because people are more likely to come into contact with a feral cat than a wild animal due to the high population density of cats near human habitation.
5. Cats receiving only an initial rabies vaccination at time of neutering are not fully protected until receiving a booster vaccination a year later; something that TNR cats do not receive.
6. Cats are the definitive host of *Toxoplasma gondii* that is spread via oocysts in their fecal matter that persist in the soil for up to 18 months. A multitude of continuing studies of interest showing correlations to human illnesses later in life, such as schizophrenia, along with other maladies.
7. Free-roaming cats continue to be a nuisance to neighbors living near a feeding station or colony even after neutering.
8. Free-roaming cats continue to kill all manner of wildlife despite being fed.
9. Domestic cats are companion animals however, outdoors they are a non-native, invasive species worldwide where they negatively impact the environment, hunt and kill all manner of wildlife despite being fed and live a poor quality of life with minimal to no care from people.

What are solutions to controlling the domestic cat population?

1. Domestic cats are beloved companion animals just like domestic dogs and they should be treated with the same regulations for the welfare of the cat and safety of people and the environment.
2. There are laws against allowing dogs to roam freely and there should be same for cats.
3. Licensing and identification should be required for cats as it is for dogs.
4. Cats should be maintained either indoors, contained on private property via fencing or leashed walked outdoors as we do for dogs.
5. Trap-neuter-release should be illegal as it causes undue suffering to companion animals trying to survive shortened, harsh lives that receive no veterinary care, violates the Agriculture and Markets Law section 374(5) , violates local ordinances, infringes on private property rights, allows an invasive, non-native predator to kill protected wildlife and puts cats, other animals and humans at risk from spread of disease and parasites. We do not TNR dogs that are aggressive or otherwise unadoptable.
6. If you are fond of and care about cats you should not allow the cruel practice of TNR to persist.

City of Newburgh Legislative Code

Part II: General Legislation

Chapter 150: Dogs and Other Animals Article I: Care and Control of Animals
Article 1 Care and Control of Animals

☐ § 150-10 **Noise; destruction of property; unclean enclosures; penalties for offenses.**

- A. It shall be a violation for any person being the owner of any animals or fowl, the person having the care and custody of the same, or the owner, lessee or occupant of property where said animal or fowl are kept, boarded or maintained to:
- (1) Cause, permit or allow said animal or fowl to engage in the making of habitually loud noise or cause frequent or long-continued noise so as to disturb the comfort or repose of any persons in the vicinity.
 - (2) Cause, permit or allow said animal or fowl to cause damage or destruction to the property of another or to injure another person.
 - (3) Cause, permit or allow the premises, structures or enclosures in which such animal or fowl is kept to be unclean or unsanitary, or to cause or create a nuisance, including but not limited to the generation of noxious or offensive odors, to attract insects or vermin, or to present a hazard to human health or safety, or to pollute the environment.
 - (4) Cause, allow or permit the premises, structures or enclosures in which such animals are kept to deteriorate or be in such a state or condition so as to create a dangerous condition to any animal; or to fail to provide adequate food, water or care to any such animal so as to injure or endanger the health of any such animal.
- B. Any person who violates this section or who knowingly permits the violation thereof shall be deemed to have committed a violation punishable by a fine of not more than \$250 for each violation. Each day a violation continues shall be deemed a separate violation.

☐ § 150-11 **Keeping of certain animals prohibited; keeping of horses; keeping of cats.**

- A. The keeping, maintaining or harboring in the City of chickens, ducks, geese or other fowl, pigs, swine, goats, sheep, horses, donkeys, mules, cows or other cattle, or any wild, feral or nondomesticated animals except as provided in Subsections B and C hereof, is hereby declared to constitute a public nuisance, and it shall be unlawful for any person as owner, occupant, lessor or lessee to keep, maintain or harbor any such animal or permit any land owned, occupied or controlled by such person to be used for such purpose.
- B. Notwithstanding Subsection A hereof, it shall be lawful to keep or harbor not more than two horses on any one parcel of property, provided that:
- (1) The property on which the animals are kept is at least two acres in area.
 - (2) Such animals shall be kept at least 30 feet from the boundary line of neighboring properties.
 - (3) All other governing ordinances of the City of Newburgh and all other laws and regulations are complied with.
- C. No more than five cats, over six months old, may be harbored or permitted to remain in any dwelling unit or lot in the City of Newburgh.
- (1) Any person who violates any of the provisions of this subsection shall be guilty of an offense within the meaning of the Penal Law of the State of New York and, upon conviction thereof, shall be subject to a fine of not less than \$50 nor more than \$250 for each violation and in addition may be required by the Court in its discretion to pay restitution to the City of Newburgh for any expenses associated with the seizure, impoundment, shelter, care or destruction of the violator's cats. Each day that a violation is permitted to exist shall constitute a separate offense.
 - (2) In the event that a law enforcement agent or animal control officer has probable cause to believe that a cat is being harbored or permitted to remain in any dwelling unit or lot in violation of this subsection, the law enforcement officer or animal control officer may petition the Newburgh City Court to order the seizure and impoundment of the cat pending hearing. The owner or custodian of any cat seized and impounded pursuant to this subsection shall be afforded a hearing upon appropriate notice within five days of said seizure to determine if in fact a violation of this section has occurred.

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Centers for Disease Control and Prevention http://www.cdc.gov/rabies/specific_groups/veterinarians/vaccination.html

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November 9, 2016

The Honorable Paul Harpole, Mayor of Amarillo
Members of the Amarillo City Council

Via e-mail: mayor@amarillo.gov; place1@amarillo.gov; place2@amarillo.gov;
place3@amarillo.gov; place4@amarillo.gov

Dear Mayor Harpole and City Council Members,

We are hearing from Amarillo-area residents who are deeply concerned about a proposed ordinance that would legalize the abandonment of domestic cats throughout the community in trap-neuter-return (TNR) programs. We hope the enclosed information is useful in your consideration of the ordinance and that you will ultimately scrap this dangerous plan.

PETA is an animal-protection organization, so the growing popularity of programs that collect, sterilize, and then re-abandon cats [deeply concerns us](#). Cats who are left outdoors without protection aren't "saved." They die from infected wounds and injuries—even small abscesses and common urinary tract infections can become raging and deadly for unsocialized cats who cannot be handled and treated. Outdoors, cats are vulnerable to contagious diseases, parasite infestations, starvation, dehydration, freezing, heatstroke, attacks by dogs and other predators, and being hit by vehicles. Cruel people poison, shoot, burn, drown, or otherwise torture and kill cats. A list of incidents can be seen [here](#). These are just cases that the media have reported on—it's not an exhaustive list.

Public officials should be concerned about TNR for a number of reasons, in addition to those related to animal welfare—e.g., potential liability exposure when taxpayers are denied assistance with removing cats from their properties, the spread of rabies and other diseases, impact on wildlife populations, and more.

TNR programs conflict with the mission of public health and safety agencies. According to the National Association of State Public Health Veterinarians (NASPHV), "[N]o evidence exists that maintained cat colonies adequately reduce human public health risks or appropriately address their impact on pets or native wildlife. Several reports suggest that support of 'managed cat colonies' may increase the public's likelihood of abandoning unwanted pets in lieu of more responsible options."¹ In its *Compendium of Animal Rabies Prevention and Control, 2016*, the NASPHV states that "[s]tray dogs, cats, and ferrets should be removed from the community, and mechanisms should be put in place to facilitate voluntary surrender of animals to prevent abandonment."²

The abject failure of TNR to reduce outdoor cat populations has been proved in scientific studies and in practice. Phoenix College in Arizona decided to end its TNR program because, according to a spokesperson, "Instead of stabilizing the population, it has doubled, creating an unhealthy situation for the cats and the community."³ After experimenting with a pilot TNR program, the city of Parry Sound, Florida, recently reconsidered allowing the practice,

PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS

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Washington, DC 20036
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Los Angeles
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Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

Oakland
554 Grand Ave.
Oakland, CA 94610
510-763-PETA

Info@peta.org
PETA.org

¹National Association of State Public Health Veterinarians, "Free-Roaming/Unowned/Feral Cats," Position Statement, Sept. 1996 <<http://www.tnrrealitycheck.com/media/NASPHV.pdf>>.

²National Association of State Public Health Veterinarians, *Compendium of Animal Rabies Prevention and Control, 2016*, JAVMA, Vol. 248, No. 5, 1 Mar. 2016, NASPHV.org <<http://www.nasphv.org/Documents/NASPHVRabiesCompendium.pdf>>.

³Eugene Scott, "Phoenix College Ending Feral-Cat Program, to Remove Animals," AZCentral.com, 7 Feb. 2014 <http://www.azcentral.com/community/phoenix/articles/20140129phoenix-college-ending-feral-cat-program.html?nclink_check=1>.

Affiliates:

- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Netherlands
- PETA Foundation (U.K.)

because, as a council member noted, "the number of feral cats appears to be increasing—as does the noise, smell and general nuisance."⁴

The Centers for Disease Control and Prevention reports that **cats are the primary domestic animal linked to human exposure to rabies.**⁵ In 2011, an 8-year-old girl contracted rabies, likely from an infected homeless cat roaming the grounds of her school in Humboldt County, California.⁶ In 2012, 27 elementary school students required post-exposure rabies vaccinations in Pennsylvania after a roaming rabid cat was found dead near a playground at the school.⁷ In Texas, rabid cats have recently exposed people to the fatal virus in [Archer](#), [Bexar](#), [Bowie](#), [Kerr](#), and [Stephens](#) counties.

According to a [2013 report](#), there are about 82 million owned cats and anywhere from 25 to 60 million homeless cats in the U.S. Combined, they deposit about **1.2 million tons** of feces into the environment **each year**,⁸ presenting health risks associated with contagious diseases, bacteria, and parasites that can be passed on to people and their owned animals. We hope you agree that municipalities should be addressing this serious issue by passing laws that require cat owners to be responsible (by sterilizing their cats, keeping them indoors, and properly disposing of their waste), not considering ones that will increase the feline fecal load in their communities.

The suffering and deaths of other species caused by roaming domestic cats should be taken into consideration as well. A 2013 *New York Times* article reports that feral cats account for the majority of cat-caused wildlife deaths in the U.S., an astounding "2.4 billion birds and 12.3 billion mammals a year, most of them native mammals."⁹ The American Bird Conservancy reports that "cat predation is one of the reasons why one in three American bird species are in decline."¹⁰

We hope you will consider passing ordinances that protect cats, wildlife, and your constituents by requiring that all owned cats be spayed or neutered (unless owners purchase a breeding permit) and prohibiting cats from roaming at large. I can be reached at 443-320-1277 or TeresaC@peta.org.

Thank you for all your hard work for the residents of Amarillo.

Very truly yours,



Teresa Chagrin
Animal Care and Control Specialist
Cruelty Investigations Department

⁴Stephannie Johnson, "Town Council Tires of Feral Cat Problem," ParrySound.com, 15 Oct. 2014
<<http://www.parrysound.com/news-story/4915139-town-council-tires-of-feral-cat-problem/>>.

⁵A.D. Roebeling *et al.*, "Rabies Prevention and Management of Cats in the Context of Trap-Neuter-Vaccinate-Release Programmes," *Zoonoses and Public Health*, 2013
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July 21, 2016

Town Supervisor Leonard M. Distel
and Board members
Town of Wawarsing
108 Canal St.
Ellenville, NY 12428

Dear Supervisor Distel,

I am a retired NYS Trooper/BCI Investigator of 26 years and my career focused on conducting animal cruelty investigations statewide and assisting other police agencies in doing so. I served on the Board of the NYS Humane Association for twenty five years and I spent many years as a volunteer at both the Mohawk-Hudson Humane Society and the Columbia-Greene Humane Society.

I presently assist in conducting workshops in animal cruelty law on behalf of the NYS Humane Association and Division of Criminal Justice Services to police agencies state-wide.

The problem of stray, and unwanted cats is out of control nationwide, and in my opinion, the best solution to this problem is cat licensing. Cat licensing would place the problem where it belongs, on the cat owners.

Cat licensing will provide funding for towns to employ "animal control officers" instead of those who only employ dog control officers.

NYS V&T law section 601 mandates that any person who strikes and kills or injures any dog or cat must stop and endeavor to locate the owner or contact the police. Without cat licensing, who will the police send to pick the cat up?

Furthermore, NYS Agriculture and Markets Law section 374 states that any animal shelter or SPCA may after five days adopt an animal, humanely euthanize him, or return him to his owner.

Cat licensing would make the job of locating the owner much easier for animal shelters.

Cat licensing will give cats who have been abandoned; who are allowed to roam outside; who are deemed a nuisance and in danger of being killed in a hideous way, the chance of being picked up and taken to a safe and secure shelter such as Project Cat.

It will assure that more cats have rabies shots as mandated by law.

It will cut down on the feeding of stray cats which is resulting in the introduction of unwanted wildlife coming into areas where they are not welcome.

I have known Gail Mihocko for several years as an individual who has devoted her life to doing everything she can to prevent or relieve the suffering of cats. I receive many calls from police and private citizens from all over the state asking what can be done about the unwanted cats in their neighborhoods. Wawarsing is very fortunate to have Gail.

All cats, whether considered pets, stray or feral are companion animals by law, the same as dogs are. It is the responsibility of every cat owner to see that cats are properly cared for and protected. Nobody has the right to criticize a shelter such as Project Cat who has taken on the responsibility of rescuing cats who would otherwise be forced to lead miserable lives in the streets and back alleys.

I have attached information about cat licensing. I hope that you will consider this proposal.

Respectfully,

Susan C. McDonough – NYSP Retired

Mr. Distel;

I have been an animal control officer for over 22 years. I have given talks to others in my profession for NYS Department of Agriculture and Markets and talked before college classes. I have also trained and assisted other ACOs' over the years as well as worked with many other agencies at their request. In May of this year I had the pleasure of speaking to an animal law class at Hudson Valley Community College. One of the other speakers was Gail Mihocko who you know as the Director of Project Cat. I did not know what to expect before she spoke but was very impressed with both her knowledge and dedication. Many people who work with animals mean well but are unrealistic in their methods such as no kill shelters and trap neuter and spay. They seem to think with their hearts and not with their heads. They are also quite vocal and persistent which is an indication of a belief that is not practical but must be sold anyway. I did not find Gail to be in that category. It is a shame that your town council withdrew funding for someone who is providing a service to the community (that nobody else provides) just because of pressure from some blowhards who fit into the previous group. It is my understanding that you did not agree with the majority of the council. I do not have email addresses for the other council members and would appreciate it if you would see that they receive this. I have also attached a copy of my talking points from May. I can not attend your July meeting but wanted to share my thoughts and concerns with your council. There should be more people like Gail and this world would be a better place with less suffering for both people and animals. Thanks for your time.

Respectfully, Richard A. Watt
Town of Bethlehem Animal Control

To whom it may concern:

I have been a volunteer with Project Cat for more than a year and have known Gail Mihocko, Project Cat's director, for several years. I have always admired her hard work and dedication to helping cats in need in our community.

Before becoming a volunteer at Project Cat, I was on the Ulster County SPCA Board of Directors for nine years where I worked in a few different capacities, one being chair of the humane education committee. I know firsthand how dire the situation for many cats in our community is. Gail has worked diligently and selflessly to improve the lives of cats with the utmost compassion, often times responding to calls from people after they have exhausted their attempts to reach out to other animal welfare organizations in the area.

Project Cat is a well-run shelter where cats get the best possible care, including medical care, until they are adopted by responsible, caring people. Gail operates the shelter on a shoestring budget with minimal help. She deserves praise for her efforts and appreciation from the community for her service.

Sincerely,

Geri Ritchie, Highland, NY

Subject: A defense of Project Cat

Dear Mr. Distel,

I'm writing in support of the important and difficult work Gail Mihocko and her organization, Project Cat, do to protect the welfare of cats in our community. Over the past decade my husband and I have adopted two pets from Project Cat, and Gail fostered a third cat for us for a period, enabling us to keep him. All three were in excellent condition after their time at Project Cat. Before allowing us to adopt, Gail carefully made sure we would be responsible owners, and she provided extensive information about how to care for and integrate the cats into our household. She even followed up to make sure we'd had them neutered as promised. The shelter is immaculately kept, and the animals awaiting adoption are provided both safety and loving attention.

That is only possible because Gail maintains a pragmatic and realistic stance about which animals can be saved and which it's kinder to euthanize. Because so many community members fail to spay or neuter their animals there are colonies of feral cats who can never be socialized as pets, so they lead a marginal existence outside, scrounging for food, getting injured in fights with predators, and sometimes freezing to death. I've seen this first-hand: My family tried unsuccessfully to rescue two stray cats that we found in our neighborhood. One was entirely feral. We trapped her and brought her inside and spent three years trying to socialize her, to no avail. We were never able to touch her in order to brush her, and her fur eventually became so matted and flea-ridden that she was clearly in pain. The other was very friendly but had an unbreakable habit of urinating on walls and floors that made it impossible for us to keep him, or to rehome him. He was declawed and starving when he turned up in our yard; clearly his previous owner had dumped him because of the marking habit. In both cases we struggled to save unsavable cats, and in the end we made the difficult decision to euthanize them in order to better meet the needs of the healthy pets we adopted from Project Cat.

That is the challenge Gail faces on a daily basis and on a wider scale, and I have tremendous admiration for her courage in confronting the problem in the most benevolent way possible for the animals themselves. I've discussed the issue with her repeatedly and know that she doesn't take the responsibility lightly - and she certainly would never euthanize an animal if there were any hope it could eventually find a home. It's outrageous that people with an extreme no-kill philosophy are attacking her reputation and I hope that the Wawarsing Town Board will not let this slander dissuade them from continuing to support Project Cat's work in reducing the heartbreaking problem of cat overpopulation.

Sincerely,
Karla Vermeulen

John McGoldrick
269 Schwabie Tpke.
Kerhonkson, NY 12446
Home: 845 626-5611
Cell: 347 623-6816
e-mail: jmcg269@gmail.com

Mr. Leonard M. Distel
Town Supervisor
Town of Wawarsing
108 Canal St.
P.O. Box 671
Ellenville, NY 12428

Dear Supervisor Distel:

I would like to attest to the character of Gail Mihocko and the excellent services provided by Project Cat.

Perhaps my professional background is somewhat relevant to the formation of my opinion of Project Cat. For over thirty four years I was employed in the Investigations Division of a New York State agency charged with the responsibility of regulating over forty professions including but not limited to the practice of Veterinary Medicine.

My experience with Project Cat began almost two years ago when my wife and I visited her shelter to adopt a cat. It is no exaggeration when I say that, although her facility is not a veterinary office, it is one of the most well run animal care facilities I have seen.

During my tenure with the State of New York which included 13 years as a regional supervisor of investigations I witnessed many cases of overly zealous animal welfare advocates who organized many followers to make complaints based upon rumor, misunderstanding, or adherence to unorthodox ideas against an individual. My responsibility in conducting investigations required me to consider all complaints objectively, consult with competent experts in the field and arrive at a determination based upon credible objective evidence without allowing the number of complainants or their passionate vocal critiques to displace reasonable judgment.

Recently one of our cats, an alumnus of Project Cat, left our house through a tear in a screen. Needless to say we were frantic and searching outside our house without success for several hours. Gail responded to us, late at night, with some very helpful advice and we found our beloved cat shortly thereafter.

I respectfully request this body carefully consider Gail Mihocko and Project Cat's extensive record of contributing to the welfare of cats through humane rescue and adoption services. Although some may have a very different view of what an animal welfare organization should do please do not allow the idea of the perfect to be the enemy of the good. I believe you should rely upon what you know to be true: Gail Mihocko and Project Cat provide a necessary, vital, professional service to this community.

Thank you for consideration of my statement.

Sincerely,
John McGoldrick

Dear Town Council Representatives,

I am writing to you to share my full support of Gail Mihocko and Project Cat. I won't be able to attend the July 21st meeting because my daughter is having surgery in NYC that day. Please have someone read this letter on my behalf. I have known Gail and experienced one of the many miracles that her amazing work creates for the lost cats of our region. I first met Gail 23 years ago, when one of my 4 cats mysteriously went missing. We had posted signs everywhere and called all the veterinarians and animal control officers. Six months went by and still no sign of our cat, Sylvie. Then one day, I got a call from someone up at the Mohonk Preserve saying that they may have seen my cat...they still happened to have one of my flyers! They said they couldn't catch the cat but that they would let me know if they got her. Another week went by and still no word. Then on a cold and snowy night, I came home to a message on my answering machine from Gail saying that she might have my cat. We jumped in the car and drove to her house. I went upstairs to the room she had the cat in...and there was my Sylvie! It was amazing...she was gone for 6 months through a cold and snowy winter. When they actually caught the cat at the Mohonk Preserve, they couldn't find the flyer. Someone thought to call Gail at Project Cat. Gail had remembered my information from 6 months before and got in touch with me. It was really quite amazing. These are the kinds of miracles that Gail and all of her volunteers make happen every single day. They work long and hard to do what they can to improve the lives of cats in our area...whether they are lost, feral or abandoned. It infuriates me to think that there are extremists out there who want to close down Project Cat on their ideas of "no-kill" principles which sound good on the surface, but in reality don't always have the animals best interests at heart. Sometimes it is the most humane thing to euthanize a sick or injured animal if there is no way to take their pain or suffering away. I am not someone who ever takes this idea lightly...and I know Gail and Project Cat would not either. I actually had to refinance my house last year to pay for 2 very expensive surgeries for one of my 3 rescued dogs. I would never have considered not doing the operations because my dogs are like family members. You do what you need to do. But if my dog was in pain and she was suffering and there was no way to ease that pain, then I would have to consider euthanizing her. This is the hard reality that some people don't understand when they are thinking about what "no-kill" means. Where are all the cats who get rejected by "no-kill" shelters going to go if places like Project Cat doesn't pick up the slack? Sometimes, reality isn't pretty...but that's the way it is. I applaud Gail and her life changing work to rescue cats all these many years. As elected officials, I hope you choose the high road instead of the easy road, and continue your support of her ongoing work. As a community, we should all be grateful for Project Cat's work...and not allow the harsh and unrealistic voices of a few to make the rules for the rest of us...especially the cats who have no voice for themselves.

Thank you,
Lori Gross
High Falls, NY

Project Cat

To Leonard M. Distel,

It seems a small group of people have brow-beaten your Board into defunding the work of Gail Mihocko and her organization, 'Project Cat.' I used to be a volunteer for Project Cat and I know Gail well from that experience.

I believe the anti-Project Cat people have expressed at your Board meetings, the philosophical belief that it is never acceptable to euthanize an animal that might be saved. Gail and I share the belief that it is sometimes necessary to euthanize unadoptable animals in order to spare them from starvation and horrible suffering. We've both seen, (she more than I) the ugly fate of most unwanted animals.

This philosophical argument has been going on for years and is not going to be settled any time soon.

The 2nd thing the anti-Project Cat people introduced into your Board meetings was a despicable rumor. They said that Gail, either deliberately or by accident, euthanized cats that were actually owned, loved, and cared for. Gail has been in this area for at least a decade. She and her work are well known to many people in the area. People who are familiar with Gail are shocked that anybody would believe that preposterous lie. The fact that your Board would lend credence to such a lie is incomprehensible. That is precisely what you did when you defunded her work.

It is easy and self-satisfying to take a supposedly 'moral' stand against 'kill shelters.' Unfortunately, the halo slips when it comes to actually taking in and caring for all the unwanted animals. There simply are not enough homes or shelters for all of them. That condemns the animals turned away to great suffering. Statistics show they seldom survive more than 2 years on their own.

Project Cat has rescued and found homes for hundreds, maybe thousands, of cats in our area at minimal cost to taxpayers

It is unfortunate that the self-congratulatory activists who are trying to destroy Project Cat don't spend their time and energies doing something that actually helps animals. Project Cat is a huge benefit to our area. We should all support it.

Sincerely

LB (Linda Bloom)



New York State Humane Association

PO Box 3068 Kingston, NY 12402 (845) 336-4514
www.nyshumane.org

July 15, 2016

*Blenic
copy*

Supervisor Leonard M. Distel
and Town Board Members
Town of Wawarsing
108 Canal Street, PO Box 671
Ellenville, NY 12428

Dear Supervisor Distel:

I am writing on behalf of the New York State Humane Association (NYSHA) in support of Project Cat and its Director, Gail Mihocko. NYSHA has known Ms. Mihocko and her work since the beginning of her organization and has found her to be a person of integrity and compassion.

It appears the Town Board concurred with our assessment, as for two years the Town contracted with Ms. Mihocko to address the problem of feral and unwanted stray cats in the Town of Wawarsing. Indeed, at a June, 2016, town meeting, the ongoing problem was confirmed by Councilman Stephen Bradley who said that Napanoch has a significant feral cat population and residents have reached out to him to find an equitable solution.

The Town Board had pursued the appropriate course by addressing the feral cat problem in a humane and compassionate way via its contract with Ms. Mihocko. She carefully assessed each problem area referred to her in a thoughtful and professional way and was making a dent in an otherwise exponentially increasing problem. Sadly, that approach came to an end when a group of well-intentioned, but misguided individuals chose to attack her, and in turn, assail the Town officials who had chosen a humane approach to a thorny problem. The result was the suspension of Ms. Mihocko's contract.

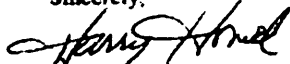
NYSHA is all too familiar with the problems associated with the burgeoning feral cat population, as well as the inhumane and ineffective "solutions" advocated by the TNR proponents. Distraught individuals from across the state contact us regarding distressing situations resulting from stray and feral cats: howling cat fights in the middle of the night, desperate cats, sick and starving, many with visible injuries, peering at them from the woods in rural areas and from behind garbage cans in urban ones. Life is ugly and inhumane for these animals; no one can say it is pleasant. When we inquired if the callers had had TNR advocates contact them to suggest that the cats be sterilized and vaccinated and returned to their properties, to a person, they said they did not want the cats brought

back. Unfortunately, we have no answers for these distressed and frustrated callers, ~~other~~ than to suggest they try to find a compassionate shelter or organization in their area that is willing to trap these animals and individually evaluate them to determine their best option.

The Town of Wawarsing has been fortunate to have had such an entity at its disposal in the form of Project Cat, an option that is rare and unattainable in other areas. Without these ongoing services, we fear that over time, the Town and the Town Board will be inundated with calls from distraught citizens (such as the caller from Naamanoch) demanding that something be done about the ferals and unwanted strays (both in TNR colonies and not), invading their properties, leaving fecal matter, destroying gardens, and introducing the potential of rabies by drawing in vector wildlife to food sources.

The Town Board needed a humane, compassionate, and effective way to deal with a complex problem that will not go away on its own, and the Board has found it for over two years with the services provided by Project Cat and Gail Mihocko.

Sincerely,



Harold Hovel, PhD
Chairperson

August 17, 2016
Honorable Leonard M. Distel
Supervisor, Town of Wawarsing
108 Canal Street, PO Box 671
Ellenville, NY 12428
Via Email: wawsupervisor@hvc.rr.com

Dear Supervisor Distel:

I am writing to express my strong support for Gail Mihocko and Project Cat, Inc. I personally have been involved in animal welfare issues, working with several organizations, for over twelve years. I am especially concerned about what I have seen as an increasing domestic cat problem throughout New York State and across the country. Though most agree that there is a problem, I am fully aware that there is no consensus regarding the solutions.

Throughout my time knowing Gail and the work that she does, I have been extremely impressed not only by her knowledge and expertise, but how she handles this work with care and compassion for the animals and the community. Most importantly, she takes in the animals who many others won't, and she doesn't refuse those who are most in need.

Unfortunately, in New York State there are fewer and fewer "open access facilities" willing to take in all animals. There are very limited options for stray cats in particular. In my opinion, an open access rescue or shelter actually best serves the animals, as well as the residents within a community. They do not pick and choose, they offer refuge to *all* animals. I cannot tell you how often I speak to people who have found a stray or injured cat that no facility is willing to take in. How about the freeroaming cat who is harassing the neighbors and the local wildlife, but has no home to call their own? Or someone who has lost a loved one and left a cat behind who cannot stay with the extended family. Who takes in those animals? Who cares for the sick, the injured, and the not-adoptable—in other words *those most in need*? The animals and the general public who find themselves in these situations have very few places to turn for help. To me, closed doors are not more compassionate and they don't provide the services that the public most desires and deserves.

I personally support individuals and organizations who are doing the tough work that few others are willing to do. These efforts are not easy, and unfortunately, they are most often either underappreciated or even demonized. Though we could probably argue about the factors leading to the overpopulation of cats, I am certain that those who are stepping in to ensure that *every* animal is cared for, refusing to turn their back on even the most difficult of cases, are not part of the problem. The Town of Wawarsing is fortunate to have the service and advocacy of Gail and Project Cat, Inc. within your community. I hope that you will continue to support her efforts.

Respectfully,
Tracey L. Collins
Tracey L. Collins

P.O. Box 37
Bloomington, NY 12411

July 14, 2016

Leonard M. Distel
Supervisor
Town of Warwarsing
108 Canal Street
P.O. Box 671
Ellenville, NY 12428

Dear Mr. Distel:

I am writing to express my strong support for Project Cat and its founder, Gail Mihocko. As someone who adopted one of my cats from her, I was privileged to visit her small shelter and see how clean, attractive, and well run it is and what good care the cats in her custody receive while they await placement in carefully-screened homes.

But what most impresses me about Gail is her refusal to ignore the countless cats routinely turned away by no-kill shelters and the plight of feral cats struggling to survive in an often harsh climate, without water to drink when the temperature falls below freezing, without flea and tick prevention, and without the veterinary care we provide our own pets when they get sick.

I don't know what I would have done two summers ago without Gail's help. I had been feeding a feral cat for a couple of years when I noticed that she was having trouble chewing. One of my own indoor cats had displayed the same symptoms, so I knew that Ruby, as I called her, needed dental work, probably an extraction or two. I couldn't afford the expense, however, and I couldn't let her suffer. Knowing that the USPCA will not euthanize any animal (even one testing positive for feline leukemia!) I contacted Gail, who gave Ruby a peaceful death.

It is very disturbing to learn that there is a group of people maligning Project Cat and trying to close it down. Gail Mihocko deserves the community's backing. The work she does is nothing less than heroic.

Sincerely,

Gloria Stevenson



Andrea R. Russo, DVM
2 Henry Court, New Paltz, NY 12561

July 24, 2016

Supervisor and Town Council
Town of Warwarsing
108 Canal St
PO Box 671
Ellenville, NY 12428

Dear Supervisor Distel and Council members Michael Durso, Terry Houck, Stephen Bradley and Dan Johnson:

I am writing in support of Gail Mihocko and her establishment, Project Cat. I believe that Gail has been wrongly accused by certain individuals of trapping and euthanizing pet cats.

I have recently retired from the field of Veterinary Medicine, having practiced companion cat and dog medicine since 1986. I have worked in a number of veterinary practices as an associate veterinarian, most recently at the Rhinebeck Animal Hospital for the last 10 years of my career. Although I care for dogs and cats, my passion has always been caring for cats. I've had a number of clients who have been dedicated to helping feral and stray cats find homes or live comfortable lives.

I was first introduced to Project Cat in 2004. Gail had taken out a half-page ad in Ulster Publishing's weekly Almanac that featured photos, names and descriptions of 11 cats who needed homes. Each cat was sponsored by a local business. I was moved by the ad and picked out one of the cats to adopt for myself. I called Gail, who offered to hold this cat for me until I returned from a holiday trip.

My 9 year-old son and I visited Project Cat soon after returning to the Hudson Valley. This was my first time meeting Gail and touring her facility, which was in Kerhonkson, at that time. I was impressed with the health and well-being of the cats available for adoption. The facility was clean, well-lit and comfortable; no small feat when housing many cats. Cats have varying personalities and needs and it takes dedication and effort to provide for them in captivity. It was obvious the Gail and her staff recognized and provided hiding spaces, climbing spaces, private spaces, and open social spaces for the cats. At the end of a long visit, we left with our prize, a 6-month old gray male cat, who 12 years later, is sleeping next to me on his cat window perch as I write.

Since that time, I have remained in contact with Gail through social media and always refer people looking to adopt a cat to her facility. I enjoy her Facebook posts about cats that have been adopted and are photographed in their new happy homes. I have been moved to donate in response to posts featuring cats she has rescued that need significant medical care before they can be adopted. It's been clear to me that Gail goes to great extent and expense to get veterinary treatment for such cats.

People who are passionate about cats can have strong opinions about their care. Veterinary schools and associations, animal welfare organizations as well as legislative bodies have adopted policies to protect cats and to manage human: animal interactions. Mandating Rabies vaccinations, limiting the practice of declawing cats, increasing awareness of potential zoonotic diseases such as Cat Scratch Fever or Toxoplasmosis, promoting neutering to control population, are all examples of issues that are continuously addressed.

Perhaps the most controversial ongoing issue has been our role in managing feral cat populations. I have attached the 2013 International Society of Feline Medicine "Guidelines on Population Management and Welfare of Unowned Domestic Cats", which is endorsed by the American Association of Feline Practitioners." (<http://ifm.sagepub.com/content/15/9/811.full.pdf+html>) I encourage you to read this comprehensive document so that my excerpts are not taken out of context. However, It includes the following statements: "Welfare involves objective determinations of what is in the best interests of the individual cat and/or cat colony group and is not about human gratification or how welfare workers may feel" and "Euthanasia is a legitimate welfare option for some cats where significant and/or sustained physical or psychological suffering exists or is anticipated. In a number of situations, humanely administered euthanasia may be the more appropriate option for an individual cat, although that decision should never be taken lightly and alternative options for healthy cats should always to be explored. Failure to administer euthanasia to a cat when needed can be a major welfare issue." They also clearly espouse that "long-term caging or permanent confinement in a homing/rehoming facility or 'sanctuary' is not acceptable." This is in contrast to the philosophy of some ardent no-kill animal rights activists who oppose euthanasia under any circumstances.

I am dismayed and disgusted by the public vitriol and unsubstantiated accusations aimed at Gail Mihocko and Project Cat. I am disappointed in the Town of Warwarsing's decision to take action to withdraw financial support of Project Cat, without an honest and impartial investigation into the facts. There would be no reason to believe that someone like Gail, who has dedicated her life to helping cats, would choose to harm them in any way or euthanize them needlessly. In accordance with Veterinary advice, I would trust Gail to make humane and compassionate decisions about the welfare of any cats she has rescued.

Project Cat provides a very necessary service for the community. I encourage you to rescind your decision to retract your financial support from her establishment.

Sincerely yours,
Dr. Andrea R. Russo
New Paltz, NY

July 15, 2016

To the Attention of Town Supervisor Leonard M. Distel, Councilpeople Michael Durso, Terry Houck, Stephen Bradley and Dan Johnson:

I'm writing this letter in support of Gail Mihocko and Project Cat.

I'm so disappointed and dismayed to hear that Gail is being targeted by members of the local community. I recently adopted a cat through her organization and was extremely impressed by Gail and the adoption process. She is thorough and very clear with regard to guidelines one must adhere to, to be considered an acceptable adoption "parent." I think her fee structure is very reasonable and more than fair. She does an excellent job screening adoption applicants. Gail does outreach in the community and rescues cats in hoarding situations. She works with local pet supply stores, placing adoptable cats in highly visible, safe locations to further placements. I met my new cat at Lucas Avenue Pet Supply where Gail places cats for adoption. I hear that the shelter she operates is immaculate. I have no doubt of it.

It is clear that Gail is devoted to the work she does, and only has the best interests of the rescued cats in mind. Doing animal rescue is a calling very few people can answer.

It would be a terrible shame to lose Gail's work, which is without a doubt, a labor of love. Instead of bowing to the bullying of a group of people who are spreading unfounded rumors and lies about Gail and Project Cat, the community and Ulster County should be standing behind her, and with her, in supporting her very good work.

Animal rescue is hard work, and expensive. Withdrawing her stipend, with no proof at all of any wrongdoing is not a solution at all.

I will be making a further donation to show my support.

Sincerely,

Nan Tepper

309 Hillside Avenue

Hurley NY 12443

To Whom it May Concern:

I am writing this letter in support of Project Cat and Gail Mihocko. If not for Gail and Project Cat we would not have our wonderful cat that we have today. I would like to share my experience with you so that you can see the good work that Project Cat is doing.

I would first like to say that I have become very disappointed with the shelters in the area where I live because they are never willing to assist with stray cats or kittens. I have called repeatedly to the local SPCA and other shelters to try and get help with the large number of stray cats where I live. It breaks my heart to see them roaming around trying to find food and freezing cold in the winter. I have been told there are no laws about stray cats and there is nothing they will do for them. When I have called shelters for help I find that most of the time my calls are not returned and when they are I am told that they are full and they cannot take in any more cats. They will not even come to the area to see the situation to try and assist. One shelter suggested that I trap the cats myself, take them to a vet and have them fixed and then return them to the neighborhood. I was shocked at this suggestion because based on the large number of cats this would essentially be a full time job for someone who has no experience with trapping a cat and I would receive no help or financial assistance to accomplish this. I was so upset that not one person from these shelters were willing to help cats that are clearly in need of assistance. On the other hand, my experience with Project Cat was nothing but positive.

My first experience was with a kitten that showed up at a friend's house and was living under her porch. We tried for days to catch him but he was so frightened of people that we could not get near him without him running away. I called every shelter in the area only to get the responses I cited above. This time I even told the shelters that I was willing to keep the kitten but that I just needed help in catching him but they said they could not assist. I then found Project Cat, I called and left a message and Gail promptly returned my call and did not hesitate in offering to help me. Gail came to the house and trapped the kitten. She then offered to take him back to Project Cat and check him out to be sure he was ok. Gail bathed him and treated him and even kept him for a few days. I was so impressed with her love and concern for cats and how she did not even hesitate to assist when help was needed. This experience is about our current cat that we would not have if not for Gail and Project Cat.

A second experience is regarding a mother cat and kittens that were in a bad location and needed to be moved. I called Gail and she once again immediately assisted us in understanding how to work with the mother cat and her kittens and the best way to capture them. We had homes for two of the kittens and Gail did not hesitate in taking in the mother cat and the other two kittens.

I sincerely hope that all involved in reviewing Project Cat will take the time to understand the valuable work that they do. I am an avid animal lover, especially cats and when I see the lack of help and assistance from the other shelters I am grateful that there is an organization like Project Cat out there to help.

Sincerely,

Deanne Buckley

Leonard M. Distel Town Supervisor

108 Canal St
PO Box 671
Ellenville, NY 12428

Dear Mr. Distel,

I recently became aware of the attack on Ms. Gail Mihocko and her organization, Project Cat. I feel compelled to send you this letter to share my gratitude for, and positive experience with Ms. Mihocko and her organization.

I reside in High Falls, New York, and have a two family home. Up until January of this year, I had tenants living in my apartment. When they moved out, they left 15 cats in the apartment and on my property. I contacted the tenants to ask them about their plans for the cats and they never responded to me. I own no animals, and had no idea what to do with these cats. None of the local shelters would take them.

One of my neighbors put me in touch with Ms. Mihocko. She worked with my neighbors and me to humanely capture the cats. It turned out that many of them were feral and six of them were pregnant.

I know that one of the accusations about Project Cat is that they have taken and euthanize cats that are pets. In my experience, Ms. Mihocko took special care to make sure that the cats that she caught were not pets. She worked closely with me and my neighbors and all of these neighbors were so impressed with her.

I really can't describe how grateful I am to Ms. Mihocko and Project Cat for helping me and my family. Her professionalism and compassion were evident every step of the way. I honestly don't know what I would have done without her help.

Please feel free to contact me if you would like any additional information. I can be reached at this email, kammer@fordham.edu or by phone at 646-73-29674.

I would appreciate acknowledgement of receipt of this letter.

Sincerely,

Dr. Rachelle Kammer
604 County Route 6
High Falls, New York 12440

I am writing in support of Ms. Gail Mihocko and her shelter Project Cat.

Ms. Mihocko is a dedicated professional who has created an exceptionally humane and well-run animal care facility. She runs what is known as an “open admissions” shelter. She welcomes any cat, under any circumstance, no matter what its age, health, extent of injuries or behavior. Without Ms. Mihocko’s shelter, there would be no alternative for people in the community when, often due to circumstances beyond their control, they need to surrender their cat or cats. Limited admissions shelters (also known as “no kill”) place untenable hurdles on people surrendering their cats such as placing them on long waiting lists, asking for surrender fees, or worse, outright saying “Sorry, we’re full, you’re on your own.”

Ms. Mihocko has the rare combination of a deep love for animals and a steady, intelligent approach to their care. She does not let her emotions interfere with doing what is right for the cats. That is the very definition of love. She understands that until communities get a handle on the severe cat overpopulation that euthanasia is, unfortunately, the humane alternative. Because of her profound love for cats and all animals, including all forms of wildlife, she understands that TNR (Trap Neuter Release) is the alternative for overzealous individuals who are only thinking about making themselves feel good in the moment, not the alternative that is in the best interest of either the cat or the wildlife they torture and kill.

Ms. Mihocko’s job does not stop when she leaves the building. She is available to members of the community at any time, when they need her whether it’s for emergency assistance with a cat or for sound advice. She takes on the most thankless jobs that no one else is willing to, including helping cats in the most horrendous hoarding situations.

It is easy for communities to become enamored with the “no kill” philosophy and its attendant TNR stance. On the face of it, it sounds quite appealing... who wouldn’t want to become “no kill?” The proponents are extremely skilled at gathering large groups of people who are not willing to do their own research but rather simply join the bandwagon of the “stop the killing” mantra. These groups gather strength by spreading rumor, specious claims, and outright lies to disparage individuals like Ms. Mihocko and shelters like Project Cat. Jumping on the “no kill” bandwagon is easier than taking the time to research the facts. These people count on that. My shelter and I were under similar attack throughout 2013-2014. Fortunately, our County Board of Supervisors did its research, understood the implications and eventual consequences of what the “no kill” advocates were proposing, and ultimately continued to support our open admissions philosophy. I ask that you take your time, listen to Gail, and consider what your community would look like without her valuable services.

Dana Madalon

Interim Executive Director

Sauk County Humane Society

wawsupervisor

From: Arnold Rugg <arnoldrugg@gmail.com>
Sent: Friday, July 15, 2016 10:28 AM
To: wawsupervisor@hvc.rr.com
Subject: Project Cat:Gail

Dear Mr Distel,

I just wanted to let you know that I've worked and known Gail for over 15 years and she is a responsible, ethical person. She loves animals and finds homes for many cats.

Sincerely,
Arnold Rugg,D.V.M.

Sent from my iPhone=

I am writing about the attacks on Gail Mihocko and her organization, Project Cat. I have known Gail for 16 years, having adopted several (spectacular) cats from her and also from volunteering for Project Cat, at the shelter and by fostering cats for her. Her small shelter is spotlessly clean, light and airy with lots of diversions for the very well cared for cats awaiting adoption. She is one of the few people who will go into hideous hoarding situations and out-of-control feral colonies, her mission is to alleviate suffering wherever possible. Our local towns should be grateful and supportive of someone willing to take on this difficult, grim and often heart-breaking work. These vicious attacks on her and her organization are unfounded and unfair. Nancy Purdum

Mr. Leonard Distel, Town Supervisor
108 Canal Street
Ellenville, NY 12428

Dear Mr. Distel:

I have been reading with some dismay, in the local press, reports of unethical treatment of feral cats by Project Cat, an organization of many years' standing in our region that has been providing invaluable service to our communities in managing the feral and abandoned cat population.

I have personally adopted two unwanted cats from Project Cat, and have been a frequent donor to their appeals for contributions. I also have called on Ms. Gail Mihocko when stray, unwanted cats appear on my property in the Town of Rochester, emaciated and clearly in need of veterinarian attention. Ms. Mihocko has been repeatedly unfailing in assessing the animal and providing it with shelter and veterinarian attention, and has kept the animal in her shelter despite the already overcrowded conditions. I have personally visited the shelter on three occasions and have been impressed by the cleanliness, the orderliness, and the friendliness and health of the dozens of cats lounging on platforms and in cat houses.

Whatever the motivation is for the smear campaign that is being mounted against Project Cat, the Town of Wawarsing should at least be aware of the reality of the services that Ms. Mihocko and her organization provide to our community, and not be persuaded by what appear to be unfounded and outlandish allegations.

Sincerely,

Jose Sotolongo
Town of Rochester, NY

July 16, 2016

Jaime and Linda Chorvas
1 Stone Ridge Ct.
Woodstock, NY 12498
845-679-6981
lchorvas@hvc.rr.com

Leonard M. Distel
Town of Wawarsing
108 Canal St.
Ellenville, NY 12428
wawsupervisor@hvc.rr.com

RE: Project Cat, Gail Mihocko

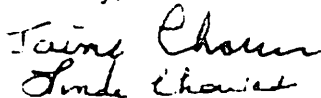
Dear Mr. Distel,

We would like to take this opportunity to express our feelings of concern and outrage regarding the unfair manner in which Gail Mihocko has been recently treated by the Board of Wawarsing.

As supporters of Gail and Project Cat for eleven years, we have adopted two cats over that time span and have seen the countless time and effort not to mention compassion and love she has put into running the shelter. The facility is professionally run and it has been obvious that she truly cares about her mission. She has worked tirelessly day in and out for 15 years to help homeless cats find good homes. The shelter is well taken care of, and is by far the best that we have seen.

We truly hope she is given the opportunity to defend herself against what appears to be outright lies and unfortunate misunderstandings. To discontinue her annual stipend is unfair to her and to the current and future animals she is devoted to helping.

Sincerely,



Jaime and Linda Chorvas
cc: Gail Mihocko

Dear Mr. Distel,

I am writing today to lend my unequivocal support to Gail Mihocko and her work with Project Cat on behalf of our communities in Ulster County.

I first met Gail in 2012, when a stray cat showed up on the porch of my apartment during a thunderstorm, hungry and yowling desperately to be let indoors.

My roommate at the time knew of Project Cat, so we contacted Gail first thing the next morning. Gail told us to bring the cat in to her shelter that day, and when we arrived I was immediately impressed with her expertise and compassion.

It was this experience that led me to begin volunteering with Project Cat in September of 2012. Over the past four years, I've seen firsthand the caring and practical approach Gail takes toward the animals in her charge, and I've witnessed her nurse cats back to health from the wounds, illnesses, and malnutrition with which they often arrive at her doorstep.

I have countless stories of Gail's compassion and resolve to take action based on each individual cat's best interest, but I'll give just one here.

A tortoiseshell cat named Claire came to Project Cat after living outside in the freezing winter temperatures. Thin and ill, both her ears were so frostbitten that the tips eventually died and fell off.

If Gail had not been there to take Claire in from the cold, it's very likely that this poor cat would not have survived. Now, happy and completely healed — but with curiously rounded ears — she is up for adoption.

Claire's story is especially resonant today, in light of Gail and Project Cat receiving hateful and untrue accusations from those who support the continuation of outdoor feral cat colonies.

These feral colonies are a result of overbreeding and abandonment by humans, and the cats living in them face so many challenges to their health and survival — including malnutrition, communicable diseases, attacks from larger animals like coyotes, frostbite and hypothermia, and being hit by cars. They also disrupt our ecosystems by decimating native populations of birds and small mammals.

Therefore, I find Gail's stance toward euthanasia to be both practical and humane. Many cats arrive to her shelter in great distress, suffering from afflictions that are incurable or that make them unadoptable.

I know she never takes the decision to euthanize a cat lightly, considering first and foremost scale of the cat's suffering and their potential quality of life, and I have seen firsthand the emotional toll these decisions take on her.

I, for one, am overwhelmingly grateful that strong, principled people like Gail exist in our community to do the thankless work that would be far too difficult for most of us.

So, as a Project Cat volunteer, donor, and adopter, I urge you to reconsider the retraction of your funding for Gail's work in our communities.

Without Project Cat and our support, so many more cats and kittens will suffer needlessly.

Thank you for taking the time to read my email.

Sincerely,

Rayna Clarke
4062 Route 209, Stone Ridge, NY 12484
845.705.4261

Cat lovers unite

I am amazed at accusations made about Project Cat's director Gail. She has been taking care of unwanted, abused, and homeless cats for years..

I myself have two wonderful cats that I adopted from Project Cat over 9 years ago.

To make remarks that she needlessly euthanizing cats is so absurd it could be, but is not, funny.

How dare you speak so cruelly about a person who selflessly has given her time, money, and home and much more to make sure these animals are sheltered, fed, seen vets for care etc.

Hey people - put your money where your mouths are and help her keep animals safe. If an animal is too ill to be saved, a humane way is to put them out of its painful misery.

It's so easy to criticize someone who is doing a job and not getting rich. Have any of you recently changed litter boxes???? Or are you too busy???? Shame on you.

Diane B. Silverberg

NYS Lic # 30S10968290

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Supervisor Distel,

I am writing in support of Gail Mihocko and Project Cat. Gail is conscientious in her work and a valuable asset to the community. I reside several hours away from her shelter, but I would travel to Project Cat to adopt from her. What I would **not** do is give one red cent to any facility supporting the misguided and ineffective method of TNR.

TNR has never worked as a population reduction tool. The method is a scourge on native wildlife, increases risks to public health, infringes on the rights of property owners, and is not humane for domestic cats. TNR is nothing more than the outdoor warehousing of cats. Is that really what you want to encourage? Is that really what you want to fund?

Support Project Cat. We need more open admission shelters and more shelter directors like Gail. The decision to rescind her stipend is without a doubt a disservice to the community.

Regards, Linda Cherkassky

Re: SUPPORT OF PROJECT CAT

I have been a volunteer and avid supporter of Project Cat for over thirteen years now, and I would like to respond to two issues that have come to my attention over the past several weeks: the irrational accusations made by people who do not support the humane and effective way Project Cat operates as a shelter and as an animal rescue organization, and a subsequent decision made by the Town Board of Wawarsing to rescind Project Cat's stipend.

Many proponents of TNR (trap-neuter-release) have wrongly accused Project Cat of indiscriminately euthanizing cats - these accusations are unfounded and based more on the extremists' objections to the idea of euthanasia in general. The *no kill* mentality does not take into account the enormous amount of cats (feral, stray and unwanted) that live miserable lives either outside or in many *no kill* shelters. After receiving phone calls from concerned individuals, Project Cat has rescued many sick and/or injured cats living outside in makeshift sheds, under porches, etc. that have already been spayed or neutered. This is just one example of how TNR is not an effective way of improving the lives of stray and feral cats - just because these cats can no longer reproduce does not mean that they are protected from serious illness and injury, and if the cats are actually *feral* and found to be sick or injured, it is almost impossible to treat them. In many instances, cats living in *no kill* shelters suffer similar fates. Many cats in these shelters do not receive the medical attention they require due to lack of funding and an overabundance of animals. Due to overcrowding, these shelters consistently turn people away who either want to surrender their pets (for various reasons) or who have found stray cats that they cannot adopt themselves. Fortunately, Project Cat has done a wonderful job at helping as many of these unwanted cats as possible, giving them quality food, clean and comfortable shelter, excellent medical attention, and ultimately, permanent homes.

For many years, Project Cat has provided the Town of Wawarsing with a tremendous service - rescuing cats and kittens from horrible hoarding situations (where neglect, abuse and suffering run rampant) and rescuing homeless cats and kittens found living under collapsing porches; in abandoned, bug-infested automobiles; and in other substandard conditions. Yet, despite all of the time and energy Gail Mihocko has put into saving these poor souls, the Town Board of Wawarsing has given-in to the irrational beliefs of a handful of people who cannot come to grips with the idea that euthanasia, in some instances, is the most humane and compassionate way of dealing with seriously injured, sick and unadoptable cats that have no where to go. Project Cat's positive influence on the Town of Wawarsing (as well as on many other towns throughout Ulster County) has been appreciated and applauded by countless individuals, and I hope that the Town Board of Wawarsing will ratify Project Cat's stipend, thereby giving Gail Mihocko the respect she rightfully deserves.

Sincerely,

Rebecca Diamond

Brigitte RAHM
P.O. Box 43
COTTICKILL, NY 12419
845-687-4889
Lhironnelle@gmail.com

12 JULY 2016

MR Distel,

I write in support of Gail Mihocko and her courageous and humane dedication to the cats of our region.

I met Gail ten years ago when she came to my house to help me trap-neuter and return to me an injured and sick feral cat.

Through the years, Gail kept helping me with the adoptions of my own cats. I also fostered cats in my home for her.

I admire Gail for the brave and realistic way she manages her shelter PROJECT CAT.

She faces the facts as they truly are, unlike the NO-KILL shelters who would rather turn their backs and compassion on suffering creatures in too many places - Mother cats and their kittens miserably surviving and dying in the wild, animals in hoarding places, living in unthinkable conditions, etc. ---

The unfortunate reality is that there are so many suffering cats all around us -

Gail is extremely aware of this sad reality. Her entire life is dedicated to the well being of cats.

=>

She knows how to make the right
decisions in difficult and desperate cases,
decisions that unrealistic people prefer not
to make, for all the reasons that we can guess...

Gaile is a good human being

She is a brave human being

She knows and she acts in order to

Stop pain and misery.

Gaile is doing the work right.

There is less suffering because of her.

Please keep her.

Wynette Roth

From: **Shana Falana** <shanafalana@gmail.com>

Date: Tuesday, July 19, 2016

Subject: Project Cat Helps So Many!!!

To: "wawsupervisor@hvc.rr.com" <wawsupervisor@hvc.rr.com>

Hello, I'm writing to you to let you know my personal success story working with Gail and staff at Project Cat. I live in Kingston NY, I had moved into this building in December and became aware of a feral cat population that had been struggling there for quite sometime. There was a woman upstairs who had been feeding the unwanted cats for a while, and told me sad stories of how they had been kicked out of every shelter they had, now they were living on the property behind us in a damp, ground level cellar. The new owner had a hunting dog that was hunting these cats as well. They were not adoptable at all, terrified of people. I was aware that their living situation was dwindling, I started investigating other possible places like a farm or property I could relocate them to. I called about 10 different shelters including places in Poughkeepsie and Dutchess County. All had answering machines and NO ONE even returned my call.

Then out of no where the owner of the cellar boarded up the hole that they were using to go in and out of and the other neighbor started throwing dirt on the food we were leaving out for them. This was a dire situation. My thought was it was only a matter of time before the landlords dog killed them, I was losing sleep over this.

I called Gail as a last chance, I've rescued ferals before however I knew it would be best at this point to put these kitties out of their misery and ultimate death by poison or murder by a dog. Gail understood the situation, she made sure that these cats belonged to NO ONE and that I understood that trapping may take some time. It was the only choice I had, I talked to MANY animal lovers and they all agreed I was making the right decision.

We successfully trapped all 4 cats with in a few days. I brought the last one myself to Gail's cat shelter (cat playground) to meet her because I was so grateful for her services and wanted to tell her in person! She had so many beautiful cats there, she has a huge heart. The shelter was full but spacious enough that the cats could run around and play. It is a very joyful and clean place. She was working on the computer, we chatted and I left feeling so overwhelmed with gratitude that she is who she is.

She is such an asset to the feral cat rescue community, on ALL counts, she rescues so many and also humanly releases the ones to kitty heaven that would have suffered a horrible life.

Please please please reconsider taking away her support and do not acknowledge these uninformed, aggressive, slanderous people that are fighting against her. She needs the courts to back her up and keep her safe for all of us that care for animals and have no support in any of the no kill shelters!!! I was in emotional hell until I met Gail. Shana Falana

Supervisor Distel,

Hello- I am a supporter of the cat rescue and adoption organization, Project Cat. It has come to my attention that Gail Mihocko, the director of Project Cat, has come under attack by a group who wants her shelter shut down. Recently, this group caused funding to be revoked from Project Cat by making accusations indicating that Gail does not want what's best for cats and even accused her of knowingly trapping and euthanizing people's pet cats.

First off- Gail has a policy that if you see a situation where you think a cat is homeless and needs to be taken in for food, medical treatment or other care, Gail requires you to knock on all of the doors in the neighborhood and put up flyers and put in a good effort to make sure it is not someone's current pet. She will not come unless she has evidence of this. I know this first hand because there was a scruffy cat behind an apartment I used to live in that I was concerned about and winter was approaching and I thought the cat looked unhealthy and didn't have a home. I contacted Project Cat and Gail told me exactly this- that I needed to talk with all of the surrounding neighbors in the community to ensure the cat didn't belong to someone, otherwise she wouldn't come.

Gail Mihocko devotes her life to cats. She would never intentionally trap and kill someone's pet that she knew was safe and well cared for and had a good home. I work as a Wildlife Technician and frequently take calls from the public about wildlife related incidents. Unfortunately, outdoor cats do get taken by animals such as fox, coyote, even great horned owls. In addition, roads are dangerous to outdoor cats and are another unfortunate cause of mortality for outdoor cats. What I am trying to get at is if a person has an outdoor cat, their cat is at risk and some cats don't come home. To blame Gail for all of the missing cats in Ulster county is ludicrous, unrealistic and unfounded.

Project Cat is the nicest shelter you will ever find, hands down. Quite frankly it may be cleaner and more attractive than some human dwellings. You will find no poor lighting, filth or cold metal cages at Gail's shelter. The rooms are bright and cheerful. The cats have swings, custom built shelves to sit and walk on, big bright windows and plenty of soft beds, couches and chairs. Gail even has a cd player and puts on soothing music to calm the cats. There are comfortable separate areas for kittens and cats needing special care. The rooms are cleaned regularly. All the cats eat high quality food. I encourage you to visit the shelter and you will fall in love with Project Cat. Gail even risks her life in blizzard condition snow storms to come care for the cats at the shelter, because she knows they need her.

I have a black and white maine coon mix that I fostered and adopted from Project Cat. Her name is Lita- she brings so much joy to my life. I am certain Lita would be dead if it weren't for Gail. Gail found Lita and her siblings as kittens with their mother, outdoors and very sick without a home or proper care. Lita needed medical treatment that Gail was able to provide. Because of Project Cat, now Lita has a clean and safe home and is well cared for and loved. There is another cat named ET at Project cat who was neglected outdoors- she was sickly and had frost bite so badly that the flesh was dying on parts of her ears and paws and needed to be amputated. Gail gave ET the gift of warmth and comfort, something I'm sure ET hadn't known for a long time or maybe never knew. The stories could go on and on....

Today I was looking at Lita and I began to cry...I began to cry for Project Cat, for Gail and for all of the Cats who desperately need her. For the people that need her. Taking action to revoke funding or even to encourage the closing of her organization would be a disservice to the community and I

mean this will all of my heart. Please support Project Cat. There are cats out there who are suffering and need care, and yes, maybe even so sickly and suffering so badly they need to be given peace through humane euthanasia, and I stand behind Project Cat's decision to do that.

Thank you for your time, please support Project Cat.

--

Amy Bloomfield

Supervisor Distel,

I write you in defense of Gail Mihocko and Project Cat. I have learned that people have come out against her and she has lost an annual stipend provided by the town of Wawarsing. I hold that Gail provides a valuable service and this stipend should be reinstated.

I am a wildlife technician with the NYS Dept of Environmental Conservation, and have been working in this field for 13 years. There is continually growing evidence that free-roaming cats can be seriously detrimental to certain populations of songbirds and other wildlife. Recent studies indicate that free-roaming cats kill more birds than any other form of mortality. Thus, efforts to remove feral and free-roaming cats from the landscape are very important and should continue with even more effort. Based on my experience, Gail is going about addressing this problem in the most humane and practical way given her current resources and the current legal environment.

Gail's mission is to get as many cats out of both the wild and out of inhumane hoarding situations and get them into good homes. There are so many cats in these situations that the space, money, time, and people required to house and care for them does not exist.

Cats are not wild animals and do not fare well living in the wild. It is only a matter of time before the cats get frostbite, severe parasite infestations, and diseases.

I first met Gail in 2009 and my partner and I fostered about 10 cats over the years in efforts to find them homes. Her compassion for the animals was always genuine. I have visited the cat shelter myself and it is very clean and comfortable for the cats. I know that Gail would never intentionally harm a person's pet.

Please reinstate this modest stipend to help Gail continue her mission.

Malcolm Grant
PO Box 47
Esopus, NY 12429

Dear Supervisor Distel,

Two years ago, I visited the Project Cat Shelter several times and eventually adopted two cats. I was impressed by how well the shelter was run; the cats looked healthy, were well socialized, and ready to be taken home. Gail Mihocko told me about a hoarding situation she was dealing with at that time. I could see how upset she was at the terrible conditions she described. I thought at the time, what difficult and compassionate work that was; I know I would have a hard time doing it.

I was dismayed to hear of the allegations about Project Cat presented at the board meeting of June 16th and the suspension of the Wawarsing stipend to Project Cat on July 7th because I know it to be a caring and well run organization.

There is an even larger issue here to me. It is very disturbing that unproven accusations seem to have been taken as fact at the July 7th board meeting and led to the suspension of the stipend. My understanding is that Gail Mihocko was not even present on July 7th to defend herself. We all have the right to air our views, but I thought that in this country, a person accused is assumed to be innocent, until proven guilty. I know this is not a trial, but it does sound a bit like a witch hunt.

This action says to me that anyone with a grudge, by means of being loud and persistent, can get what they want by defamation. Someone could accuse me next, or accuse you, of something out of spite, and cause us great harm.

As a Wawarsing voter and taxpayer, I hope my money is being spent based on facts and merit, not rumor and innuendo. Please reconsider restoring the stipend to Project Cat.

Sincerely,
Wanda Warming

(Gail,
I have emailed Supervisor Distel and sent cc hard copies to the members of the board. You should receive a bcc. I will also be at the meeting on Thursday.

I am a little concerned, because when I read the crazy comments on the June article about the board meeting in the Shawangunk Journal, I thought I recognized my neighborhood: Old Queens Hwy and Turkey Hill Road. And I may know one of the extremists. And they know me and where I live.

If it IS around my neighborhood the extremists are talking about, here is a local perspective:
15 years ago when I moved here, I didn't know what a "fisher" was. We went to the Museum of Nat'l History to look at a stuffed one! In the first 10 years, I saw one once. In the past five years, more and more frequently, we hear them - their cry is pretty distinctive. Last week there were two screaming in the middle of the night that were so close we think they were in our driveway (next to our bedroom) -- certainly in our yard.

Yes, lots of outdoor cats in this neighborhood have gone missing, including my next door neighbors'. I'm not the only person with indoor-only cats now. Along with the fishers, we have had packs of as many as 25 coyotes. It's a dangerous world out here in the woods (I'm on the end of Old Queens Hwy). Flynn and Josie are NEVER going outside.

Keep up the good work, Wanda Warming)

July 25, 2016

To: Town of Wawarsing Board and To Whom It May Concern
From: Annie Mardiney Re: Gail Mihocko's Project Cat

Dear Town Board:

I am unable to attend your meeting on July 25th, 2016. However, I want you to know that I stand firmly in support of Gail Mihocko and Project Cat, her efforts to capture and re-home feral cats, and her policy of not letting people adopt the cats if they do not promise to keep them as inside cats only.

I am a volunteer wildlife rehabilitator. No pay. I hold four permits from the NYS-DEC and US Fish and Wildlife Service. Two of these permits are for wildlife rehabilitation. Two give me permission to keep specific, unreleasable wild birds for education programs. I try to limit my efforts to rescuing wild birds. Most years I take in 300-400 injured or orphaned wild birds, from robins to raptors. I am usually able to release 60% back to the wild. I have 15 legal education birds and do as many live raptor programs as possible, paid or not, particularly for children. I have done around 55 education programs this year alone, most of which I did not get paid to do. I have been a wild bird rehabber for nearly ten years.

I think it is important, especially when writing about lightening-rod subjects such as outdoor cats, to use facts, recent research, and know something about laws that protect wild birds.

Here's some facts you may not be aware of:

- This year, The Migratory Bird Treaty is celebrating it's 100th year of conserving, protecting, and managing migratory bird populations and their habitats. The Treaty was initially between the US and Great Britain, and soon joined by Canada, Japan, Russia and Mexico, to conserve birds that migrate across international borders. Until this treaty was established, wild birds were killed for target practice, for their fancy feathers, for exotic pets, etc. Many species became extinct, such as the passenger pigeon (101 years ago, Martha, the last passenger pigeon, died).
- Although not all NYS birds migrate south for the winter, nearly all wild bird species are protected by U.S. Fish & Wildlife Service. Most people are not aware of the laws that protect wild birds. For example, you cannot keep any wild bird as a pet. You cannot shoot a hawk because it's targeting your backyard chickens (or cat!). You can't gift your child a be-be gun and let him or her target practice on wild birds. You cannot intentionally mow down gulls with your car. You cannot toss native species bird eggs, nests or nestlings out of the way because they are inconvenient. You cannot bring live wild birds, their feathers nor their eggs, across borders. Any of these actions can land you in federal prison for up to 2 years and/or get hit with a fine of \$10,000 per incident.
- Cats are not a native species. They are not part of a healthy, native environment. They are an extremely destructive invasive species. You can love your pet cats all you want, but these are the scientific, actual facts.
- America's estimated 150 million outdoor cats (pets and feral) kill up to 3.7 billion wild birds per year, according to a 2015 report from the U.S. Fish & Wildlife Service and the Smithsonian's Migratory Bird Center. Tiny radio transmitters affixed to gray catbird nestlings in the Washington D.C. suburbs by the Smithsonian and Towson University showed that predators killed about 80% of those birds after they fledged and that cats were responsible for nearly half those deaths.
- In a "kitty cam" study by the University of Georgia and National Geographic Society, tiny video cameras were attached to people who owned pet cats but let them roam outside. The footage shocked the cats' owners, revealing 44 % of their pets were cutthroats. Those cats averaged one kill every 17 hours outdoors. This study also found that house cats only brought 23% of their kills back to a residence. These statistics included many wild species killed by cats: lizards, chipmunks, rabbits, birds, frogs, small snakes, etc.

A University of Nebraska study from 2010 states that cats have been responsible for the extinction of 33 wild bird species worldwide. Dr. George Fenwick, President of the American Bird Conservancy, states that

“If we extrapolate the results of this study across the country and include feral cats, we find that cats are likely killing more than 4 billion animals per year, including at least 500 million birds”.

- In late October, 2015, NY Governor Cuomo vetoed legislation that would have used public funds to support statewide trap, neuter, release (TNR) programs for feral cats. In a public statement about his decision, the governor called the proposed bill “problematic” for many reasons, including evidence that shows TNR does not reduce feral cat populations and that feral cats have a major negative impact on wildlife, “including threatened and endangered species, habitats, and food sources for native predators.”
- Based on all this evidence, the logical and humane conclusion is that cats should NEVER be allowed outside, for their own safety (from ticks, coyotes, dogs, toxoplasmosis, rabies, etc.) and for the protection of wildlife, particularly wild songbirds, and especially in the spring and early summer when fledgling songbirds are often on the ground. The only raptor that I know routinely, and quite easily, catches outside cats at night, are great horned owls.
- If you have bird feeders, and the chirping of birds suddenly stops or birds fly away, it might mean that a raptor is circling overhead or has silently perched in a nearby tree. However, the most likely reason the songbirds temporarily hide is because of OUTSIDE CATS!
- When any wild bird or mammal is injured by a cat, if it survives, it needs a course of antibiotics starting as soon as possible (within 6 hours is best), or it will most likely die of infection. Even if you don't see any blood or puncture wounds. Cat's saliva is just plain toxic to wild birds and mammals.
- If the Town Board, and Wawarsing cat-lovers, saw the carnage that I see caused by domestic cats, almost every day, I would hope you'd all admit that cats need to be kept indoors. And that feral cats should not be fed, nor trapped-neutered-spayed and released again. None of that stops a feral cat's killing of wildlife. Eliminating feral cat populations is extremely important, as is keeping pet cats inside at all times. It's the safest and kindest position to take if you are a cat owner, for the sake of the cat and of wildlife.
- Every few years, a feral cat will show up on my property in Rosendale. And every time, I first contact the UCSPCA, and get absolutely no help. Recently I called Gail when a very big, aggressive, unneutered cat showed up in our yard. None of my neighbors owned that cat, and none of them wanted it here. Gail was immediately helpful and willing to set up hav-a-heart traps, at no charge, and then access the cat's future. As it turns out, the cat just left.
- I know many cat owners who are also wild bird lovers, who keep their cats indoors, and everyone is quite healthy, happy and safe.

Sincerely,

Annie Mardiney

PO Box 65
Rosendale, NY 12472
cell: 845 943 8098

Facebook page: Wild Mountain Birds

NYS DEC Wildlife Rehabilitation Permit #1043

NYS Permit to Possess (education birds) #755

USFWS Migratory Bird Rehabilitation Permit #MR191121-0

USFWS Permit to Possess (migratory birds for education) #MB 18982-8

Dear Supervisor Distel,

I cannot attend Thursday's meeting, but wanted to ensure that I wrote to you regarding the situation with Gail Mihocko's PROJECT CAT.

I've known Gail for nine years now, having met her when I adopted my two cats, Moses and Tadhg, through PROJECT CAT. Prior to the adoption, I vetted PROJECT CAT thoroughly, concluding with a positive recommendation from the New York State Humane Association. Since the adoption, Gail has regularly checked in on my boys, and I have been a regular monetary supporter of her efforts. Furthermore, many cat adoptions from PROJECT CAT have occurred through MY recommendations. Personally, I will only consider PROJECT CAT in the future when it comes time for me to adopt again.

I am disheartened to hear that the Town of Warwarsing has chosen to rescind the \$1000 annual stipend it has generously given to PROJECT CAT in the past. It seems to be that this was decided at a meeting where folks who disagree with PROJECT CAT's philosophy spoke against Ms. Mihocko when she was not there to defend herself. With all due respect, rumor and innuendo do not constitute due-process under the law.

I encourage you and the board to hear Ms. Mihocko's side of the story, reinstate the annual stipend, and allow PROJECT CAT to operate as-is under the law. I also ask that you admonish those persons spreading falsehoods about Ms. Mihocko and her excellent work. I do hope Gail pursues legal action against those who are libeling and slandering her.

Best Regards, Thomas G. Byrne

27 Quarry Drive

Wappingers Falls, NY 12590-3032

845-297-6337

PS: As a reminder, it was the Town of Warwarsing which approached PROJECT CAT to care for and adopt out the cutey in the attached photo, who when received was frostbitten and missing ears/tail/toes.



ET, above, upon arrival at PROJECT CAT;
below, the same cutey when adopted out by PROJECT CAT on 19July2016.



Dear Supervisor Distel:

I am writing you to express my support of Gail Mihocko and her organization, Project Cat. I first met Gail in 2009 when I began fostering cats for her shelter. I later went on to work for the shelter for two years. It goes without saying that Gail is one of the most selfless, generous, kind people I have ever met. I ask you to consider the following: **1. Reinstate the stipend that has been taken away from Project Cat 2. Consider Project Cat as an ally as well as an asset to both animals and the community as a whole.**

Community: It is apparent that “no-kill” establishments often *do* have to turn people away if they cannot handle a case or if they do not have room. Gail receives never-ending calls from folks who have tried other shelters and cannot get the help they need. More often than not, they are people who are suffering severe illness, death of loved one, or other extreme and unpredictable life events. Often she is the only person in the region who can offer relief and assistance to these people and animals in need. *The community needs more people like Gail, not less. Gail is not only gifted at helping animals, but people as well.*

Wildlife: While other groups encourage “TNR” and feeding of free-roaming cats, Gail encourages indoor or leash-trained cats. Oftentimes animal welfare groups are so focused on protecting the lives of domestic animals, that they forget, or overlook the fact that these same animals kill literally billions of birds every year. I am a trained biologist as is Gail. This aspect of her shelter drew me into her work. I had never truly experienced the free roaming cat issue until I worked at Project Cat. What I do know is Ulster County alone harbors enough free roaming cats to fill most shelters to capacity, fill our local papers and craigslist with ads for “free cats” and elicit never-ending phone calls to our shelters. *TNR programs, feeding of free roaming cat colonies as well as any activity that protects or encourages free roaming cats is completely irresponsible to human health, animal welfare and wildlife. We need Project Cat’s to help protect our wildlife populations.*

Farms: Free-roaming cats pose a food safety risk due to toxoplasma found in their feces. I currently work at a local farm and have undergone extensive training in GAPs certification (good agricultural practices) a voluntary program farms can undergo to ensure food safety standards are met. GAPs certification requires cats to be absent from areas used to grow, wash, pack and store food. Our Farmers need Project Cat. *The continuing work of Project Cat to reduce the free-roaming cat population and place cats in caring homes is important not just for animal welfare, wildlife and people, but for the safety of our food and health as well.*

“No Kill”: “No kill” shelters are seen as a “humane alternative” to what have been dubbed “kill” shelters (shelters that practice humane euthanasia). During my time at Project Cat, I unfortunately witnessed cats that came to us in unimaginable conditions. Terminally ill cats who slowly deteriorated from Feline Aids- an incurable disease, cats that lost the ability to use their legs (as well as a litter box), terminally ill cats with melon- sized tumors, cats that lost control of their bowels, cats that, after *months* of being gently cared for by people remained fearful and stressed. These are the cases the “no-kill” shelters prefer not to handle. These are the cases that, for many, are kept out of sight out of mind. *Project cat needs your support in handling these unfortunate and difficult cases.*

Simply put, We Need Project Cat.

Thank you for your time, Anne Bloomfield, Esopus NY

Dear Supervisor Distel,

I am writing to express my support for Gail Mihocko and Project Cat.

I first called on Ms. Mihocko in October of 2008 when there were several feral cats taking shelter under run down buildings at a seasonal bungalow colony in my neighborhood. I feared an eventual population explosion and Ms. Mihocko assisted me in trapping three females and two male cats so I could have them spay/neutered, vaccinated against rabies and returned to the bungalows.

Ms. Mihocko advised me that life on the streets, even for a cat in a well-managed cat colony is a difficult life for a cat. Feral cats often suffer untreated health conditions, injuries and parasites that can not be treated. I managed my small colony of cats under abandoned buildings for several years with that advice in mind. I eventually was able to tame the cats enough to take them into my home, where they now live 'the good life'.

Not every cat has the opportunity to make it into a loving home. I know that Ms. Mihocko works very hard in the best interest of cats and getting them into loving homes. She is a pragmatist, and having worked with the victims of hoarders, she knows that sometimes the more humane solution called for is euthanasia. I have always known Ms. Mihocko to carry Project Cat and herself in a professional manner. She is part of the solution and does not deserve to have her name besmirched or her stipend revoked.

Sincerely,
Michelle Gullickson

To: Town of Wawarsing Town Board

Regarding: Project Cat/Gail Mihocko

From: Cindy Wagner
12 Messenger Road
Grahamsville NY 12740

I want to start out by saying I do not know Gail on a personal basis. 3 of my 4 cats had passed away and I was thinking of getting another, my neighbor told me about Project Cat. I went on line and read about the organization and decided I would make an appointment to visit her place and see if one of the cats there caught my eye, also to see how the place was run and learn more about it. I went, I seen, I talked and came home with Tinkerbelle, formerly known as "Frankie". Tinkerbelle has written her own story with my help, now I will write my own.

At Project Cat I could see that any new cats were put in isolation until they were checked by a vet to make sure they did not have any diseases to pass on to the other cats. I loved the fact that the cats were in an open space where those willing to play and socialize with each other could. Their place was very clean, the

litter boxes were scooped. They had fresh water and food available to them. They had climbing scratch posts and toys galore. They had lots of windows and could sit on the sills and look outside. I could tell they were cared for and all of them wanted no more than to find a forever home.

While I was petting all the cats and making my decision Gail told me about environmentally friendly cat litter and what kind of food she suggested for them to have etc. Gail also wanted the cats to be indoor cats for many reasons, one to protect birds and other little critters that cats learn to catch and eat while outside. Another is for their safety against getting run over by a car, catching diseases from other cats or critters and also keeping them from being the prey from foxes, coyotes etc.

Gail wanted to know my living situation and what my intentions were for whatever cat I adopted. Can I really care for them? Will I be able to take them to a vet when and if needed? Do I have other cats or dogs? Do I have small children? Is my household quiet or noisy, busy or peaceful? She wanted to do her best to make sure the cat I picked would be happy in its new surroundings and be a good fit. She also said if it did not work out or I had questions or problems to call her and she would help me. I was so happy with Gail that I have decided to adopt another one, a kitten.

I have adopted cats before from other animal shelters, none were run as good as Gail's. You simply fill out an application, pick a cat, pay your money and leave with your cat. No words of advice or call me if you have any problems etc.

Now to get to the meat of what I believe is going on. I understand that a group of people have gotten together to try to slay Gail about putting some cats down. They believe the "feral" cats should be picked up, fixed and given shots and turned back out to the wild. This does nothing, not one thing, to fix the problem. Animal Shelters are being forced by the PC patrol people to have a "no kill" policy. In a perfect world every cat or dog would have a wonderful home to live in and be cared for and loved. That is a dream not the real world. In the real world people, I believe, start out with the best of intentions. When they find out the cat or dog they have is not a good fit for them, too much hands on care needed, cannot afford them, they have behavior problems- all they want is out of this situation rather than seeking out help. What do many of them do? Try to give them to a shelter or drop them off along a road someplace and hope someone finds them and gives them a home. Once dumped along the road the poor animals either fight to survive or die. Some are hit by cars or killed and eaten by predators.

When growing up my Mother and Father had a small farm. I could not begin to tell you the actual number of animals my mother adopted, not by choice but by them just showing up. At times I remember having 12 dogs and 30 to 50 cats on our farm. No, my mother was not a hoarder, she actually loved each and every one of them. Suddenly a new face showed up among the cats and dogs and my mother simply took them in. My mother would take them to her vet. He would look them over and if they needed to be fixed, he did so. We brought them home and then we would give them all the shots they needed for diseases ourselves. She made sure none of them had fleas. Somehow she managed to feed all of them. Thankfully we always had a cow to milk so many of them would go to the barn and have fresh milk. They all had names, they were all handled and petted and loved. It was a 24 hour a day job. If an animal wandered in that was sick, she tried to nurse it back to health and if that failed, we put the animal down and gave it a proper burial. It was simply a humane decision. Not unlike when we have animals now and they get sick and or old. We do not want our pets to suffer so sometimes we have to put them down. There was also times when a cat was just plain mean and nasty. If it could not be tamed, it was put down. No, it was not a mean thing to do, it was common sense. If every critter could be saved, my mother would have certainly done so. After my father died I kept some of the cows as long as I could and finally we had to sell them. My mother also knew she could no longer keep taking in strays as the money was not there to care properly for them. Thankfully

when the farm was no longer a working one, people must have seen that and no longer dropped off their misfits. In time she was down to a minimal number of cats and dogs. They have lived out their lives with her with a few exceptions that she was able to find homes for.

I understand totally why we have hoarders now, unfortunately these good hearted people do not have the room or place for all these animals. They probably started out wanting to do the right thing and these people just got themselves into a situation that was out of control and unfortunately these animals actually suffer. Also the animals help to fill a void in many of these people's lives.

I strongly feel this group of PC happy people are doing more harm than good in regards to cats. Imagine being a cat, getting caught in a trap, waiting with fear for whom ever goes back to get trap, being taken hostage and to a strange person who now wants to feel you up everywhere, look in your mouth, draw blood, operate on you and cut your balls off or slice your belly open, then put you back out in the wild to defend yourself once again. This is inhumane. It is inhumane to put those caught back out on the street to get hit by a car, chased by dogs, stalked and caught and eaten by coyotes or foxes, to have to go through our garbage to find a scrap to eat. How can these people call this humane? What about the birds and other critters than get stalked and killed (not quickly either) by the feral cats? How do they feel? What if you was that bird? Just sitting on the ground pecking up a worm and suddenly you are jumped by a cat that bats you around, breaks a wing so you cannot fly away, and plays with you like a toy until he eats you or simply gets tired of the game and leaves you to die slowly. What about that chipmunk or squirrel?

I am sorry but not every feral cat or stray dog can be saved. They certainly should not be caught and then turned back out in the wild. This is crazy. Not for one minute do I believe any numbers these people can come up. Numbers are meant to be played with and skewed to match the group's needs, we see that every day in politics. Animal Shelters are not going to come forward with true numbers because if they did and it was not favoring one group or another they will be crucified.

Do I think every cat that is caught should be put down? No. They need to be given a chance to see if there is a possibility of taming them, nursing them back to health and finding them a home. If not it is more humane to end their life rather than tossing them back out into the wild. They will still be the same nuisance they were before just not reproduce. Other people that started out with good intentions will drop off more cats and/or dogs and it just starts all over again.

Leave Gail alone. She lays out her intentions and thoughts well on her website and if you have questions she will answer them honestly. If you do not like or believe in what she does, go someplace else. Support some other organization. However she does a service for this community, volunteer to help with the cats, donate money or items needed to keep the feral cats until homes are found. I am positive if Gail could save every single cat and find them good proper homes she would.

Cindy Wagner

My name is Corva, and I am writing this letter because people are saying bad things about Gail. I am a black cat, and Gail saved my life and named me after crows. Gail found me in the woods and took me and my whole family to her house. I was very small and my sisters and brothers would not let me eat, so Gail gave me to a lady who fed me from a bottle until I was big enough to go back to Gail's and live with her other cats. At first I did not like all the other cats, but then I did, and I was voted Miss Congeniality.

One day some people came looking for a cat for Inkling, another black cat, who had lost his friend and was sad. They saw my picture on the Project Cat website, and when Gail opened the cage where I slept, I came running into the room, and Inkling's owner said, "Is that Corva, the super-smart cat whose picture we saw?" Gail said "Yes, that is Corva, and she is super-smart. She is also a good dancer and has another name, Thumbelina Ballerina."

Inkling's people took me home with them. Inkling wrote a book about himself and I am in it. It is called "Inkling," and you can find it on Amazon if you look for Rene Prann. Even if you do not buy it, you can flip to the back cover, and see my portrait. It is written by Rene Prann who took me home with her, and takes me on walks with her, and does not keep me inside the way Gail wanted her to, but I come inside every night before it gets dark, because I am no fool. I am super-smart.

If it were not for Gail, you know where I would be. I would not be at all.

If you want a cat who has had all its shots and who wants to go and live in a house with people, call Gail and tell her what you would like your cat to be like. Gail knows all her cats and will give you the right cat for you. Gail is the god of cats, and she knows all about crows. Nobody should say bad things about Gail.

Corva
Town of Wawarsing

Hello,

Let me introduce myself. My name is Tinkerbelle (formerly Frankie). I am a part Siamese cat. Tortoise in coloring with beautiful blue eyes that would make most hearts melt. I am not sure how I came to be, just know that I am.

I was lost and alone when Gail from Project Cat rescued me. I was young and had already had a litter of kittens. I do not know what happened to them, but Ms. Gail gave me water, food, and a warm place to call home with other misfits like me. She provided me with toys to play with. She got me seen by a doctor to make sure I was healthy. She gave me extra attention as I was scared of my own shadow. We misfits became a sister/brotherhood. I would see some of my other "sisters and brothers" leave with new faces I had not seen before. They all looked so kind. I wondered why I was still here. Doesn't anyone want me?

Oh, Look, here comes someone, she is looking at me. Please take me home and love me. I want a new forever home. Here she comes..... YES, she picked me. I am caught between a hard spot and a rock now. I really love Gail. She has become a mommy to me. I went to my new home but was afraid. Afraid of

everything and everyone. The nice people tried and tried but it just did not feel right to me. I went into a place where no one could get me out, so the lady had to call Ms. Gail for help. Gail came and got me and took me back to my home. Ah..... it felt so good to be back with my friends. Poor Gail, she really loved me but wondered if I would ever find my forever home.

One day this nice lady came to see one of my friends that she seen a picture of online. While looking at and petting all of my other friends, she kept looking at me. I was sitting by Gail. The nice lady came a bit closer and I instantly fell in love with her. I used my big blue eyes to capture her heart. I could hear the violins playing. This was going to be my forever mommy. She did not think twice, she picked me and I came home with her. I love my new Mommy and Daddy. My forever home.

I was a success story. Let me tell you about the Ugly side of being feral. In order to survive out in the big world, we have to kill birds, (yup, the kind you love to feed and listen to), we need to eat. We also capture mice, squirrels, chipmunks, anything possible in order to survive. Some of us are not so lucky, we get a mouse that has eaten rat poison. We get sick, we die. We sometimes we find road kill or other dead animals and try to get scraps of meat off to eat. We go through garbage to find food. We don't have birth control so we get pregnant because that is what cats do. Then we have to find a safe place to have our litter. We have to try to find enough food so we produce milk to feed our litter. We have to watch out for other predators, mean dogs, coyotes, foxes, raccoons etc. It is a scary world out there. We need to find shelter in the rain. We need to find some place that is warm enough in the winter so we don't freeze. We don't know how to cross a road safely. We pray every day that someone will help us. Some of us are out on our own for so long that we hate people. They have turned their backs on us one too many times. Some of us simply get sick and with no medical attention we die and get crazy in the process. I was one of the lucky ones, but can tell you that not every feral cat is going to be as lucky as I. Not every one of us can be saved. If you truly love your cats, keep them indoors so we do not have to fight to survive, we do not have to watch out for cars etc. You will find with lots of love and attention we can be an important family member. We are not super expensive to keep. Some scoop-able cat litter, some dry and canned food and a couple scratching posts and we are as happy as can be. If you train us you can cut our nails once a month so we do not accidentally scratch anything. The joy of having us cuddle up to you and purr with sheer happiness is calming to you.

If you have a horse that is sick you have it put down. If you have a dog that is sick and in pain you have it put down to prevent it from suffering. People even shoot deer, mostly to eat but sometimes it is just to get the horns..... now that is sick.

Going after Ms. Gail is just wrong. She has a warm and loving heart. She even has some foster homes for some of us. Not all of us can be saved, some are too sick, some are too mean. Some are even too old and people don't want them because of their age. You need to walk a mile or three in Ms. Gail's shoes. She is non-profit. She needs you to volunteer to help her or donate money to help her save as many of us as possible.

I just heard some news, really great news. My mommy is so happy with me that she is adopting another kitten from Ms. Gail. I cannot wait to meet my new little sister!

Regards,

Tinkerbelle.

Attention: Chief Cameron
City of Newburgh Police
55 Broadway
Newburgh, N.Y. 12550

To Whom It May Concern:

As co-founder and Vice President of The Animal Rights Alliance, Inc. (T.A.R.A.), I am submitting a formal proposal regarding spaying and neutering, rabies vaccines and ear tipping for any cat, in the city of Newburgh.

T.A.R.A., Inc. has been spaying and neutering cats throughout the Hudson Valley since 2002. We employ four New York State DVMs and four licensed veterinary technicians. Our organization has a total of 22 paid employees. We work closely with several other non-profit rescue organizations, as well. We have the ability to spay and neuter over 100 cats per day.

I have also submitted information outlining the reasons why "catch and kill" does not work. With that information, there are several case studies showing, that unless you have the ability to "catch and kill" *all* of the cats in a colony, all you will be doing is creating a vacuum into which cats from other areas will fill, over time.

I believe that the only responsible way for the city of Newburgh to get control over the feline overpopulation crisis, is to embrace the non-profit organizations within the community, and allow them to work toward helping alleviate the problem now plaguing the city. With the TNR organizations already working in and around the city, and with the cooperation from the local city officials, and with T.A.R.A.'s contracts with nine towns throughout Orange county, we are already seeing a large drop in the stray cat overpopulation. To confirm, you can contact any town clerk listed in the brochure I've provided, and they would be more than happy to tell you about our success rate.

Lastly, I would like to comment on a grant that our organization has applied for from Petsmart Charities. If awarded, it would allow our organization to spay and neuter 3,152 community cats in both the city and town of Newburgh, within a two-year period. This will be the second of two grants our organization will have received. This, no doubt, will be very helpful in resolving even more of the cat problems in your town. Our first grant spayed and neutered 1,906 of your community cats, to date.

Hope the above information is not only helpful, but sufficient unto the cause.

Very truly yours,

Stephen Tardif
Vice President and Co-Founder
The Animal Rights Alliance, Inc. (T.A.R.A.)
60 Enterprise Place, Middletown, NY 10941
<http://tara-spayneuter.org>
work: (845) 343-1000
cell: (845) 798-6477

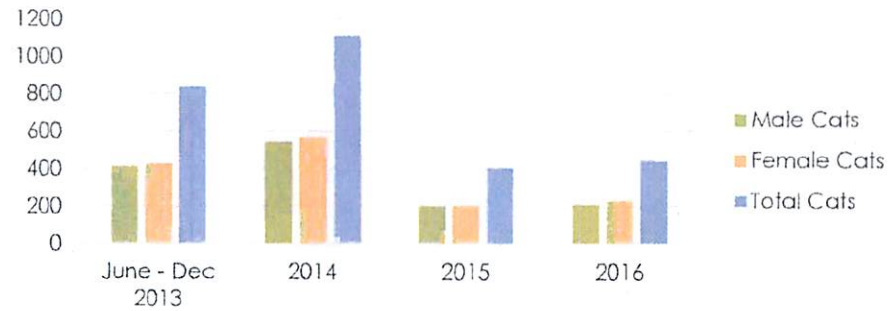
**TARA Spay/Neuter Surgeries Performed
for City of Newburgh Residents**

Year	Male Cats	Female Cats	Total Cats
June - Dec 2013	414	427	841
2014	542	569	1111
2015	203	203	406
2016	212	231	443
Grand Total			2801

**PetSmart Charities Newburgh Owned Cat Grant
06/03/2013 - 10/06/2014**

Location	Male Cats	Female Cats	Total Cats
City (12550)	881	920	1801

**City of Newburgh Spay/Neuter Surgeries
Performed by TARA**



**TARA Owned vs Community Cat Surgeries
Performed for City of Newburgh Residents**

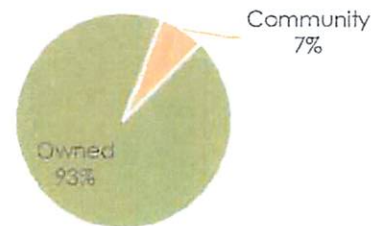
Type	Amount	Percent
Owned	2613	93%
Community	188	7%
Total	2801	100%

**Estimated Number of Unsterilized Cats
in the City of Newburgh**

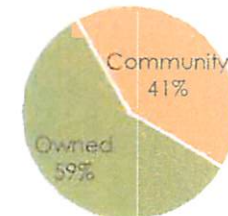
Type	Estimate	Percent
Owned	2730	59%
Community	1935	41%
Total	4665	100%

Note: Estimates are based on PetSmart Charities formulas and US Census data.

**Cat Surgeries Performed
for City of Newburgh
Residents**



**Estimated Unsterilized
Cats in the City of
Newburgh**



Proposed Project Cat Cost to Eliminate Community Cat Overpopulation

Percent of Pop.	# of Cats	Est. Cats per Day	# of Days	Cost per Cat	Transp. per Day	Total Cost
100%	1935	10	194	\$ 45	\$ 90	\$104,760
80%	1548	10	155	\$ 45	\$ 90	\$ 83,700
70%	1355	10	136	\$ 45	\$ 90	\$ 73,440
50%	968	10	97	\$ 45	\$ 90	\$ 52,380
30%	581	10	58	\$ 45	\$ 90	\$ 31,320
10%	194	10	19	\$ 45	\$ 90	\$ 10,260

The Animal Rights Alliance, Inc.
PO Box 185 Warwick,
N.Y. 10990
845-343-1000

Proposal

To Whom It May Concern:

The Animal Rights Alliance, Inc., (TARA), is a not-for-profit organization. Our mission is to eliminate the unnecessary euthanasia being performed daily in our shelters. The only proven way to achieve this is to bring the birth rate below the euthanasia rate.

The Animal Rights Alliance, Inc., (TARA), would like to work together with you, to make this a reality in the Town of _____ N.Y. We have been asked to submit a proposal to you. We have two options that we would like to submit for your consideration.

The first option: We would provide the town with spay/neuter certificates that could be used at any of our locations by town residents. The Town of _____ can either provide them free, or at a subsidized amount to its residents. The issuing of the certificates should be done through your clerk's office. We would spay or neuter any cat brought to us at any of our locations by any resident providing a valid certificate. We would then bill the town for each certificate used at a rate of \$50.00 per cat.

Option number two: We would come to the town hall or anywhere designated by the town to do spay/neuter on site. We are fully self-sufficient, and only require a level parking spot. We could spay and neuter up to 90 cats and bill the town \$50.00 dollars per cat surgically altered. With *this* option, we would require a 40 cat minimum charge if less than 40 cats show, and we could do this on a monthly basis.

Our rate includes a spay or neuter, a rabies shot, ear cleaning, and a nail trimming. We have this program in place in the Town of Mamakating, Warwick, Chester, Crawford, Tusten, Monroe, Woodbury, Wallkill and Montgomery N.Y., they are very happy with the results and would be more than happy to talk to you about their experience with TARA Inc. We would also offer a low-cost feline distemper vaccine to each cat, if requested, on the day of surgery, for an additional \$15.00. This would be paid directly to TARA, by the town resident, on day of surgery.

The actual cost to the town for each surgery would depend on how much subsidy the town wants to provide its residents. With this proposal, I am including a sample spay/neuter certificate for your review.

Stephen Tardif, V. P.



Alley Cat Allies
The cats' leading advocate

Research

Fact Sheet

WHY TRAP-NEUTER-RETURN FERAL CATS? THE CASE FOR TNR

What is Trap-Neuter-Return?

Trap-Neuter-Return is the humane and effective approach for stray and feral cats. Now in practice for decades in the US after being proven in Europe, scientific studies show that Trap-Neuter-Return improves the lives of feral cats, improves their relationships with the people who live near them, and decreases the size of colonies over time.

Trap-Neuter-Return is successfully practiced in hundreds of communities and in every landscape and setting. It is exactly what it sounds like: Cats are humanely trapped and taken to a veterinarian to be neutered and vaccinated. After recovery, the cats are returned to their home—their colony—outdoors. Kittens and cats who are friendly and socialized to people may be adopted into homes.

Grounded in science, TNR stops the breeding cycle of cats and therefore improves their lives while preventing reproduction. It is a fact that the removal and killing of



outdoor cats that animal control has been pursuing for decades is never ending and futile. Since feral cats are not adoptable, they are killed in pounds and shelters. With a successful program like Trap-Neuter-Return to turn to, it's hard to believe that animal control agencies continue to kill cats, even though that approach has shown zero results.

It is time to put an end to catch and kill. Trap-Neuter-Return provides a life-saving, effective solution for these beautiful, independent cats.

There are so many reasons to embrace and promote TNR! Trap-Neuter-Return:

- Stabilizes feral cat colonies
- Improves cats' lives
- Answers the needs of the community
- Protect cats' lives
- Works—other methods just don't

Trap-Neuter-Return Stabilizes Feral Cat Colonies

Colonies that are involved in TNR diminish in size over time.

- During an 11-year study of TNR at the University of Florida, the number of cats on campus declined by 66%, with no new kittens being born after the first four years of operation.¹
- A study of the impact of TNR on feral cat colonies in Rome, Italy, also observed colony size decrease between 16% and 32% over a 10-year period.

Trap-Neuter-Return quickly stabilizes feral cat populations by instantly ending reproduction and by removing socialized cats from the colony.

- A TNR program at the University of Texas A&M neutered 123 cats in its first year, and found no new litters of kittens the following year.
- Over the course of the same study, 20% of the cats trapped were found to be socialized stray cats and adopted.²

Fact Sheet:

WHY TRAP-NEUTER-RETURN FOR FERAL CATS? THE CASE FOR TNR, page 2 of 5

Trap-Neuter-Return Improves Cats' Lives

Leaders of major humane programs all over America agree that cats live healthier, more peaceful lives after TNR. "It helps to stabilize the number of cats in the community," says Bonney Brown, executive director of the Nevada Humane Society in Reno, Nevada. "It keeps the cats healthy. They really have great lives out there doing their feral cat thing."

- **Trap-Neuter-Return relieves cats of the constant stresses of mating and pregnancy.**

"The obvious benefit of Trap-Neuter-Return to the cats is that the females don't go through cycles of producing more and more kittens. Their health is actually improved," says Rich Avanzino, longtime director of the San Francisco SPCA and current president of Maddie's Fund. Spaying and neutering also virtually eliminates the chance of cats developing mammary or testicular tumors.

- **Mating behaviors cease, like roaming, yowling, spraying, and fighting.**

In a 2002 study conducted by prominent researcher Julie Levy, DVM, caregivers reported that cats tended to roam less after neutering, which is beneficial for their safety and reduces conflict with neighbors.³

With decreased competition for mating, the cats are also less likely to suffer injuries. A study of a feral cat colony in London conducted by leading cat biologists and TNR pioneers Dr. Jenny Remfry and Peter Neville found that cats were more affectionate towards each other after neutering, spending more time in groups and fighting less.⁴

- **Cats' physical health improves.**

Studies have found that neutering improves feral cats' coat condition and helps them gain weight.⁵ "...[R]esearch at the University of Florida shows that they gain weight and stray less after they've been neutered, so that's a benefit to their welfare, as well," says Dr. Levy.

- **Cats are vaccinated against rabies.**

"The process of Trap-Neuter-Return has an immense benefit for the cats that are involved in these programs,"

explains Dr. Levy. "They're vaccinated, so they're less susceptible to infectious diseases." Although feral cats are healthy, vaccinations given during TNR protect them even further and help put community members at ease.

- **Cats live long, healthy lives.**

At the conclusion of the 11-year study of the impact of TNR on feral cat colonies at the University of Florida, 83% of the cats in managed TNR colonies had been residing in those colonies for more than six years—indicating a lifespan comparable to the 7.1-year lifespan of pet cats.⁶ Learn more about feral cat health at www.alleycat.org/FeralCatHealth.

Trap-Neuter-Return Answers the Needs of the Community

"I think there are several amazing benefits for communities that arise after they embrace Trap-Neuter-Return," says Dr. Levy. "One of the most substantial ones is a resolution of the conflict that...[can] surround cats in neighborhoods. Once residents understand that something is being done to control the cat population, they usually embrace having a Trap-Neuter-Return program there."

- **The population stabilizes—no new kittens!**

Once TNR is in place, the cats will no longer reproduce. The population will stabilize and eventually decline.

- **Cats become better neighbors.**

Studies confirm that once TNR stops reproduction, and therefore mating behaviors, the cats' relationship with residents improves. Colonies become quieter as behaviors like yowling or fighting stop, calls to authorities about the cats decrease significantly, and community morale improves.^{7,8}

- **Trap-Neuter-Return creates opportunities for outreach, education, and cooperation.**

Trap-Neuter-Return does more than just produce immediate results and boost the cats' public image. As Alley Cat Allies has found in its 20 years of experience through such on-the-ground programs as DC Cat in

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WHY TRAP-NEUTER-RETURN FOR FERAL CATS? THE CASE FOR TNR, page 3 of 5

Washington, DC, and the Meadows of Chantilly in Northern Virginia, this community program presents a great opportunity for educating and addressing any concerns neighbors may have. "Having an open dialogue with neighbors and providing an opportunity to listen to their concerns can make a huge difference to a successful TNR program," said Becky Robinson, president of Alley Cat Allies.

"Usually, neighbors are relieved just to learn that something is being done to stabilize the cat population. Caregivers can also take further steps to address concerns, such as providing deterrents to keep cats out of neighbors' yards or constructing discreet feeding stations and litter areas to gradually move cats out of areas they are not wanted."⁹

The cats live in the neighborhood—they will be there whether they are cared for or not. Trap-Neuter-Return establishes a point of contact for concerns about the cats and for resolving any community concerns.

Download the Alley Cat Allies' brochure "How to Live With Cats In Your Neighborhood" to help respond to concerns about cats. Visit www.alleycat.org/Deterrents.

Trap-Neuter-Return Protects Cats' Lives

The number one documented cause of death for cats in America is being killed in shelters. Over 70% of cats entering shelters are killed—a figure that rises to nearly 100% for feral cats, who cannot be adopted. For decades, animal control policy has wasted millions of dollars catching and killing outdoor cats, but populations of cats are still there, just as they always have been. Clearly, this cruel and costly system has failed.

- **Trap-Neuter-Return is an essential and valuable component of shelter reform to save cats' lives.**

When used as a part of overall shelter reform with policies including no longer accepting cats at the shelter, across the board, communities with TNR programs report a decline in shelter intake. Alongside a decrease in cat-related calls to animal control, researchers in Orange County, Florida, also found that the number of cats killed by animal control decreased in the six years after TNR was initiated.¹⁰

Who does Trap-Neuter-Return?

Trap-Neuter-Return has been practiced abroad for decades, and spread across the United States with the help of Alley Cat Allies in the 1990s. Since then, it has become the accepted approach for feral cats, supported by:

- Major cities including Baltimore, Washington, D.C., Austin, Jacksonville, Topeka, San Francisco, Los Angeles and Cook County, Illinois.
- National organizations like the Humane Society of the United States, American Society for the Prevention of Cruelty to Animals (ASPCA), and the American Animal Hospital Association (AAHA).
- Colleges and Universities including Stanford, Texas A&M, North Carolina State, and the University of Florida.
- Thriving destinations and businesses including Disneyland and Portland's professional soccer stadium.
- More than 260 registered nonprofit cat organizations nationwide.
- Millions of Americans, from your friends and neighbors to some familiar famous faces.
- **Trap-Neuter-Return stops wasteful spending of taxpayer dollars.**

Catching and killing cats has been a futile effort used by animal control and shelters across the country for decades (see below). Continuing an approach that is clearly not working is not only a waste of taxpayer dollars, it also shows blatant disregard for efficiency and value—at a time when the economy is at the forefront of everybody's mind.

Investing in spay/neuter and TNR is an investment in cats' lives and cats' health, and it demonstrates a socially-responsible (and compassionate) and efficient approach to serving the animals and the public.

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• Americans want humane solutions—they want TNR.

More than 80% of Americans believe it is more humane to leave a cat outside than to have her caught and killed, according to a 2007 study conducted by Harris Interactive for Alley Cat Allies. Unfortunately, many people don't realize that this is exactly what happens to feral cats—they are caught and killed. Trap-Neuter-Return reflects Americans' humane ethic that cats deserve to live out their lives in their outdoor homes.

Though Trap-Neuter-Return is practiced all around the country in hundreds of forward-thinking communities, catch and kill for feral cats is still the status quo in many cities. As the paradigm shifts to the lifesaving Trap-Neuter-Return approach, America's humane ethic is finally being reflected in animal control policies.

In 1993, San Francisco became one of the first American cities to embrace TNR. "Money, instead of being spent on killing, [i]s now being used to protect the animals, to basically support the colony caregivers and to provide the surgeries so that we [don't] see the wasted dollars, the waste of life, and the extra burden put on the cat-colony caregivers," says Avanzino. "It was a tragedy that needed to end, and Trap-Neuter-Return stopped it."

Trap-Neuter-Return Works—Other Methods Just Don't

Attempts to remove cats from an area always fail because of a natural and scientifically-documented phenomenon known as the vacuum effect. In basic terms, whenever cats are removed, new cats move in, or the surviving cats left

behind, breed to capacity. Learn more at www.alleycat.org/VacuumEffectScience.

As a result of the vacuum effect, other approaches to feral cats are not only cruel and pointless, they are also completely ineffective at stabilizing the cat population. These methods include:

Catch and Kill

The traditional and continued approach of animal control, this futile method has been used for decades to no avail. As the Humane Society of the Ochocos in Oregon, puts it: "...[W]e know now, that more than 30 years of trapping and killing cats has done nothing to reduce the feral cat population."¹¹ A former president of the National Animal Control Association echoes this sentiment recognizing the ineffectiveness of catch and kill and the prevalence of the vacuum effect: "What we're saying is the old standard isn't good enough anymore. As we've seen before, there's no department that I'm aware of that has enough money in their budget to simply practice the old capture and euthanize policy; nature just keeps having more kittens."¹²

Adoption

Some cats who have lived outside their entire life befriend their caregivers and make a slow steady transition to living indoors. This is not representative of the millions of cats who are not going to make the transition to living with people in homes. And, it is a time-consuming project with a very low rate of success. To suggest that all feral cats can go into homes lacks the big picture of the true behavior of cats who thrive and live their lives with their colony members. It also ignores the very real evidence that spending time doing Trap-Neuter-Return and fostering truly social cats will help a much greater number of cats. Learn more at www.alleycat.org/TNRnotTNA.

Relocation

While it sometimes seems like an attractive option, relocation is also ineffective for the same reasons: it puts the vacuum effect into motion. And, it endangers cats' lives and causes them undue stress and suffering. Instead of trying to uproot cats from their home, the education and community relations aspect of TNR addresses concerns within the community to reach a harmonious solution. Learn more at www.alleycat.org/Relocation.

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WHY TRAP-NEUTER-RETURN FOR FERAL CATS? THE CASE FOR TNR, page 5 of 5

Cat Sanctuaries

While cat sanctuaries are usually well-meaning, they do nothing to stabilize the cat population in the community. There will simply never be enough sanctuaries to house every cat. What's more, feral cats who are used to living outdoors suffer from stress and disease in these facilities.

Trap-Neuter-Return Is the Solution That Works for Everyone

Cats have lived outdoors for thousands of years—in fact, keeping indoor-only cats only became possible in the mid-20th century. Outdoor cats are part of our natural landscape.

With Trap-Neuter-Return, you can stabilize the population humanely, improve the cats' lives, save taxpayer dollars, address neighbors' concerns, and help the entire community reach a solution that benefits everyone.

¹ Levy, Julie K., David W. Gale, and Leslie A. Gale. "Evaluation of the Effect of a Long-Term Trap-Neuter-Return and Adoption Program on a Free-Roaming Cat Population." *Journal of the American Veterinary Medical Association* 222, no. 1 (2003): 42-46.

² Kathy L. Hughes and Margaret R. Slater. Implementation of a Feral Cat Management Program on a University Campus (JAAWS Vol. 5 No. 1, 2002).

³ Scott, Karen C., Julie K. Levy, and Shawn P. Gorman. "Body Condition of Feral Cats and the Effect of Neutering." *Journal of Applied Animal Welfare Science* 5, no. 3 (2002): 203-213.

⁴ Neville, P.F. and J. Remfry. "Effect of Neutering on Two Groups of Feral Cats." *The Veterinary Record* 114 (1984): 447-450.

⁵ Scott, Karen C., Julie K. Levy, and Shawn P. Gorman. "Body Condition of Feral Cats and the Effect of Neutering." *Journal of Applied Animal Welfare Science* 5, no. 3 (2002): 203-213.

⁶ Levy, Julie K., David W. Gale, and Leslie A. Gale. "Evaluation of the Effect of a Long-Term Trap-Neuter-Return and Adoption Program on a Free-Roaming Cat Population." *Journal of the American Veterinary Medical Association* 222, no. 1 (2003): 42-46.

⁷ Hughes, Kathy L., Margaret R. Slater, and Linda Haller. "The Effects of Implementing a Feral Cat Spay/Neuter Program in a Florida County Animal Control Service." *Journal of Applied Animal Welfare Science* 5 (2002): 285-289.

⁸ *Ibid.*

⁹ Alley Cat Allies. (2009). *Community Relations: Protecting Cats with Outreach, Education, and Negotiation*. Washington, DC: Author.

¹⁰ *Ibid.*

¹¹ Humane Society of the Ochochos. *Feral Cat Problem*. 2011 <http://www.humanesocietyochocos.com/Feral.html> (accessed February 10, 2011).

¹² "Taking a Broader View of Cats in the Community", *Animal Sheltering*, September/October 2008, http://www.animalsheltering.org/resource_library/magazine_articles/sep_oct_2008/broader_view_of_cats.pdf (accessed February 10, 2011).



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KEY SCIENTIFIC STUDIES ON TRAP-NEUTER-RETURN

Scientific studies show that Trap-Neuter-Return, also known as TNR, is the humane and effective approach for managing feral cats. Trap-Neuter-Return improves the lives of feral cats, improves their relationships with the people who live near them, and decreases the size of colonies over time. These studies have been conducted in multiple countries, and have been published in a variety of peer-reviewed scientific journals.

Cats benefit from Trap-Neuter-Return for their entire lives.

Studies show that after neutering, cats become healthier and gain weight. Outdoor cats in managed colonies even live longer thanks to TNR. One study of a TNR program found that at the end of a 10-year period, 83% of the cats in the managed colonies had been residing in those colonies for more than six years—indicating a lifespan comparable to the 7.1-year lifespan of pet cats.

Neutered cats also roam less and do not fight over mates. Studies have found that after neutering, cats in managed colonies were less aggressive and more affectionate towards each other.

By eliminating mating behaviors, Trap-Neuter-Return makes cats better neighbors.

Neutered cats make less noise, for example, and fight less. One study found that calls to animal control about cats decreased after a TNR program was implemented—even though the human population increased.

Multiple long-term studies of Trap-Neuter-Return have shown that the size of managed colonies decreases over time.

One study found a 66% decrease in the populations of managed colonies over 11 years, while another study of a TNR program over a 10-year period documented colony size decreases of 16 to 32%.

Studies

Finkler, Hilit, Erez Hatna, and Joseph Terkel. "The impact of anthropogenic factors on the behavior, reproduction, management and welfare of urban, free-roaming cat populations." *Anthrozoös* 24, no. 1(2011):31-49.

The research in this article indicates that TNR and colony care improves cat's lives by reducing their stress levels. While looking at the correlation between the level of care provided by cat caregivers and the economic status of the area in which the cats live, the authors observed that neutered male cats were less aggressive than intact males. By testing the levels of stress hormone in their hair, they confirmed the neutered cats' lower stress levels. They also found that spayed female cats living in well-maintained colonies experienced less stress than those living in colonies that received less care.

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Finkler, Hilit, Idit Gunther, and Joseph Terkel. "Behavioral differences between urban feeding groups of neutered and sexually intact free-roaming cats following a trap-neuter-return procedure." *Journal of the American Veterinary Medical Association* 238, no. 9 (2011):1141-1149.

Researchers compared data from four feral cat colonies: two that were cared for through Trap-Neuter-Return programs and two that were not and demonstrated that TNR reduces the behaviors associated with mating and can therefore address community concerns. They found that cats in the TNR colonies were less aggressive on the whole and that the neutered males were rarely aggressive towards each other at all, resulting in less yowling, fighting, and potential for injury than males in the intact colonies.

Hughes, Kathy L. and Margaret R. Slater.

"Implementation of a Feral Cat Management Program on a University Campus." *Journal of Applied Animal Welfare Science* 5, no. 1 (2002): 15-28.

Hughes and Slater document the success of a new Trap, Test, Vaccinate, Alter (spay or neuter), Return, and Monitor (TTVARM, a.k.a. TNR) program on the campus of Texas A&M University, looking at the changes between the implementation year and the year that followed. In the first year, 123 cats were trapped, compared to 35 in the second. Over the course of the program, 32 cats and kittens were adopted. In the second year, only three kittens were found, and the researchers assume that these were lost or abandoned, as no litters or nursing mothers were seen in that year. The program illustrated how a well-managed TNR program can stabilize a population of cats.

http://www.societyandanimalsforum.org/jaaws/full_articles/5.1/hughes.pdf

Hughes, Kathy L., Margaret R. Slater, and Linda Haller. "The Effects of Implementing a Feral Cat Spay/Neuter Program in a Florida County Animal Control Service." *Journal of Applied Animal Welfare Science* 5 (2002): 285-289.

The authors analyzed data from a feral cat spay/neuter program that included a volunteer-based program to care for feral cat colonies in Orange County, Florida, against the population of the county for the six years before the program began and the first six years of the program. They found that

both the number of calls to animal control about cats and the number of cats killed by animal control decreased in the six years after these programs were initiated, even while the human population grew significantly. In addition, they reported that the morale of those involved improved, and the residents who participated in the program felt empowered to make a positive impact on the lives of feral cats in their neighborhoods.

http://www.societyandanimalsforum.org/jaaws/full_articles/5.4/hughes.pdf

Levy, Julie K., David W. Gale, and Leslie A. Gale.

"Evaluation of the Effect of a Long-Term Trap-Neuter-Return and Adoption Program on a Free-Roaming Cat Population." *Journal of the American Veterinary Medical Association* 222, no. 1 (2003): 42-46.

This study tracks a TNR program on a Florida college campus over the course of 11 years to determine the characteristics of cats involved and to document the effectiveness of the program at controlling the population of cats on the campus.

Kittens and tame cats were adopted out, and new cats were trapped and neutered. At the end of the study, the population had decreased by 66%, and over 80% of the cats had been residents for more than six years—a duration comparable to the mean lifespan of 7.1 years for pet cats.

http://www.avma.org/avmacollections/feral_cats/javma_222_1_42.pdf



Natoli, Eugenia, et. al. "Management of Feral Domestic Cats in the Urban Environment of Rome (Italy)." *Preventative Veterinary Medicine* 77 (2006): 180-185.

This study documents the cat population over 10 years in a well-established Trap-Neuter-Return program in Rome, Italy, and determines that a long-term TNR program significantly reduces feral cat colony size. Colony size consistently decreased over the time period, ranging from a 16% decline in colonies neutered three years into the program to a 32%

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decrease in colonies neutered six years into the program. Also, as the program became more visible, the number of registered feral cat colonies increased from 76 to 965. The authors caution that community education is crucial to preventing intact pet cats from joining the stray and feral cat population. http://www.kiccc.org.au/pics/Study_FeralCatsRome2006.pdf

Neville, P.F. and J. Remfry. "Effect of Neutering on Two Groups of Feral Cats." *The Veterinary Record* 114 (1984): 447-450.

Researchers studied two colonies in Regent's Park, London, to determine whether neutering had any negative effects either on the social structure of the colony or on the individual cats. No negative health effects were observed, and the colony's social structure seemed to strengthen after the cats were neutered. Cats were seen to spend more time in groups, show fewer aggressive behaviors toward each other, and fight less. <http://veterinaryrecord.bvapublications.com/cgi/content/abstract/114/18/447>

Scott, Karen C., Julie K. Levy, and Shawn P. Gorman. "Body Condition of Feral Cats and the Effect of Neutering." *Journal of Applied Animal Welfare Science* 5, no. 3 (2002): 203-213.

This study examines the effects of neutering on feral cat health by measuring the body condition of feral cats upon trapping, then measuring it again for 14 cats who were trapped again one year later. The cats who were trapped initially were lean but not emaciated, and the cats trapped one year after neutering showed significant increases in weight and improvements in body condition. In addition, caregivers reported that the cats had a decreased tendency to roam after being neutered.

http://www.societyandanimalsforum.org/jaaws/full_articles/5.3/scott.pdf



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THE VACUUM EFFECT: WHY CATCH AND KILL DOESN'T WORK

Removing cats from an area by killing or relocating them is not only cruel—it's pointless. Animal control agencies and city governments have blindly perpetuated this futile approach for decades. But years of failed attempts, scientific research, and evidence from animal control personnel prove that catch and kill doesn't permanently clear an area of cats.

Scientific evidence indicates that removing feral cat populations only opens up the habitat to an influx of new cats, either from neighboring territories or born from survivors. Each time cats are removed, the population will rebound through a natural phenomenon known as the "vacuum effect," drawing the community into a costly, endless cycle of trapping and killing.

The vacuum effect is a phenomenon scientifically recognized worldwide, across all types of animal species.

Well-documented among biologists, the vacuum effect describes what happens when even a portion of an animal population is permanently removed from its home range. Sooner or later, the empty habitat attracts other members of the species from neighboring areas, who move in to take advantage of the same resources that attracted the first group (like shelter and food). Killing or removing the original population does nothing to eliminate these resources; it only creates a "vacuum" that will inevitably draw in other animals living nearby.

Scientific research has observed the vacuum effect across many species—herbivores, carnivores, and omnivores. When studying mountain lions, for example, one researcher noted, "When you remove resident lions that have established home ranges you

create a void." He continues, "Other resident lions that have home ranges that may overlap the individual you removed now find that territory empty. This allows them to expand their range, as well as create openings for transient lions to establish a new home range."¹

Simply put, when mountain lions are removed from their habitat, other mountain lions move in. This behavior has also been documented in possums,² badgers,³ and raccoons.⁴

A habitat will support a population of a certain size. No matter how many animals are removed, if the resources remain, the population will eventually recover. Any cats remaining after a catch and kill effort will produce more kittens and at a higher survival rate, filling the habitat to capacity. As one study found, "populations greatly reduced by culling are likely to rebound quickly."⁵ Over time, the number of cats in an area where a feral cat colony has been killed or relocated will simply recover and return to its original size.

Removing cats from an area is a futile effort—one that cannot succeed.

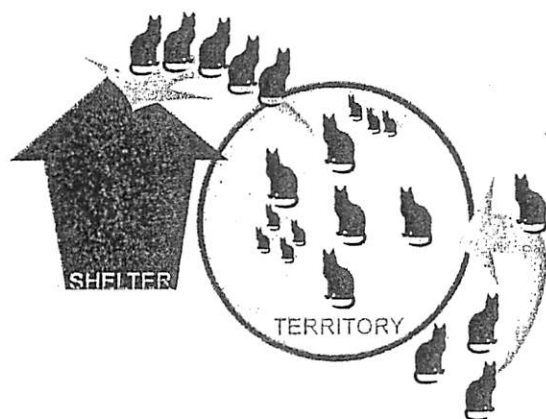
The only documented "successful" effort to remove a population of cats occurred in a cruel program on uninhabited,

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sub-Antarctic Marion Island. It took two decades and ruthless methods—methods that are impossible to replicate in areas inhabited by people including poisoning, hunting with guns, and introducing disease—to clear the island of cats. As scientists tried each method, they noted “the recolonization of preferred habitats, cleared of cats, from neighboring suboptimal areas...”⁶ In other words, like the mountain lions, whenever they killed cats in the best habitats, the cats next door simply moved in. (See sidebar on page 3 for more information: ‘Marion Island proves that removing cats from an area is a futile effort that leads to decades of cruelty.’)

The Marion Island example proves the vacuum effect while it also proves the impossibility of permanently clearing an area of an entire target population. Municipalities engaged in any type of catch and kill efforts are fighting a cruel, endless, losing battle against nature that is a gross waste of taxpayer dollars and ends hundreds of lives.

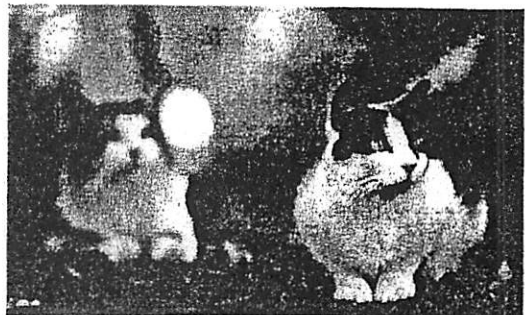


Catch and kill is a costly, endless, inhumane cycle.

Years of failed catch and kill policies prove this method's ineffectiveness.

Animal control officers all over the country have observed the ineffectiveness of lethal methods firsthand through years of misguided policy.

Joan Brown, President and CEO of the Humane League of Lancaster County (PA), says that her organization made the switch to Trap-Neuter-Return when they started to realize that they were never making any headway with catch and kill.



“I finally went to the board and said, ‘Where in our mission statement does it say euthanize? Because all we’re doing is taking [feral cats] in to euthanize them...we’re not only doing an inhumane thing, we’re actually contributing to the problem, creating a vacuum effect that will just be filled again—and probably at a faster rate than when we started,’” says Brown.

Brown says that they noticed it was a never-ending and growing problem, draining their resources and their morale: “At the very least, we were standing still. That was clear, and it seemed as if we were running forward, but actually moving backward.”

Other animal control and shelter organizations nationwide have also taken a stand after acknowledging the failed results of their catch and kill efforts. Maricopa County, Arizona’s animal control website says, “We have over 20 years of documented proof that traditional ways of dealing with feral cats don’t work. The catch and kill method of population control (trap a cat, bring it to a shelter, ask that the cat be euthanized), has not reduced the number of feral cats. The cat may be gone, but now there is room for another cat to move in...So, catch and kill actually makes the problem worse.”⁷ And the Humane Society of Ochochos (Oregon) agrees: “...[W]e know now, that more than 30 years of trapping and killing cats has done nothing to reduce the feral cat population.”⁸

The National Animal Control Association amended its feral cat policy in 2008 to be more supportive of Trap-Neuter-Return, in part because, as then president Mark Kumpf put it, “[i]t’s recognizing that in some cases, certain jurisdictions and communities are more interested in maintaining a stable cat population than they are in simply bailing the ocean with a thimble.”

He continues: “What we’re saying is the old standard isn’t good enough anymore. As we’ve seen before, there’s no department that I’m aware of that has enough money in their budget to

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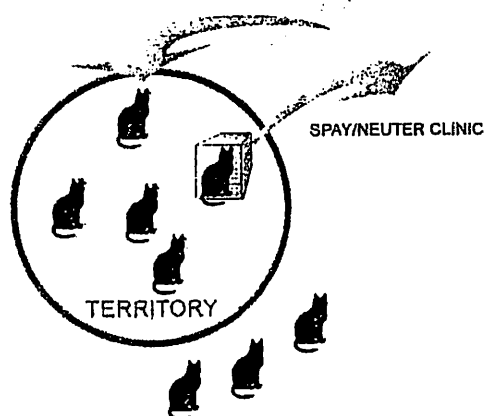
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simply practice the old capture and euthanize policy; nature just keeps having more kittens."⁹

If catch and kill had any long-term effect on cat populations, animal control officers nationwide—and their leadership organizations—would have observed it by now. Instead, they are reading the writing on the wall and switching to the method that works.

Trap-Neuter-Return is the responsible, humane method of care for feral cats.

Trap-Neuter-Return stabilizes feral cat populations. The cats are humanely trapped, vaccinated, and neutered, so no more kittens will be born. They are then returned to their original location to live out their lives in their outdoor home. Not only is Trap-Neuter-Return the humane option for feral cats, it also improves cats' lives by relieving them of the stresses of mating and pregnancy. In the end, unlike catch and kill, TNR works.



Trap-Neuter-Return stabilizes feral cat populations.

It's time to stop the killing.

Cities and shelters across America have experienced great success with Trap-Neuter-Return—it is now official policy for feral cats in Washington, DC, Baltimore, and Chicago. It's time to learn from past mistakes and move forward instead of going around in circles—it's time to stop fighting the endless battle of catch and kill and protect cats' lives.

CASE STUDY: Marion Island proves that removing cats from an area is a futile effort that leads to decades of cruelty.

The only documented instance of a population of cats being permanently, "successfully" removed from their habitat occurred in an abhorrently cruel program that proves just how impossible, impractical, and inhumane it is to attempt to kill off a target population of cats.

In 1975, scientists set out to kill all of the 2,500 feral cats living on Marion Island—a tiny, uninhabited sub-Antarctic island measuring just 115 square miles, where there was no chance that new cats could move in. In their first attempt, researchers aerially sprayed feline distemper virus over the island. Sixty-five percent of the cats suffered and died painfully, but the other 35% developed immunity and the population quickly rebounded. Compounding this failed effort with further cruelty, they next brought in dogs to flush out the remaining cats. Between 1986 and 1991, the last cats were hunted with guns and, when that also failed, trapped and poisoned.¹⁰

It took 19 years and ruthless methods to clear Marion Island of cats. That's nearly two decades to kill all of the cats in an environment where no new cats could enter. Even in this extremely isolated environment, scientists noted "[T]he recolonization of preferred habitats, cleared of cats, from neighboring suboptimal areas..."¹¹ In other words, they still observed the vacuum effect.

The outrageously inhumane methods used to kill the cats of Marion Island were unacceptable 20 years ago and they remain unacceptable today—not only because of their horrific cruelty, but also because they are impossible to replicate in populated areas like cities and towns. Although often held up by opponents of TNR as an example of successful feral cat control, all the Marion Island example proves is the existence of the vacuum effect and the futility of attempting to permanently clear an area of cats by killing them.



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FERAL CATS AND THE PUBLIC— A HEALTHY RELATIONSHIP

THE SCIENCE BEHIND WHY FERAL CATS ARE SAFE MEMBERS OF OUR COMMUNITIES

Public health policies all over the country reflect the scientific evidence: feral cats live healthy lives outdoors and don't spread disease to people. But, advocates of catch and kill programs continue to justify this cruel practice by insisting that feral cats represent a threat to public health because they do spread disease. "There's simply no evidence to back up these claims," says Deborah L. Ackerman, M.S., Ph.D., an adjunct associate professor of epidemiology at UCLA School of Public Health.

More and more, public health officials are embracing Trap-Neuter-Return for feral cats and replacing outdated policies based on unfounded fears.

"I'm not a cat or animal lover," says Ron Cash, director of the Atlantic City Department of Health and Human Services, "But I believe the complaints and hysteria about disease as result of feral cats are overblown."

Most diseases that infect cats can only be spread from cat to cat, not from cat to human. You are much more likely to catch an infectious disease from the person standing in line with you at the grocery store than from a cat.¹ In fact, a 2002 review of cat-associated diseases published in the *Archives of Internal Medicine* concluded that, "cats should not be thought of as vectors for disease transmission."²

Infectious diseases can only spread from cats to humans via direct contact with either the cat or its feces, and feral cats typically avoid humans. Statistics from the Centers for Disease Control and Prevention (CDC) show that cats are rarely a

source of disease, and that it is unlikely for anyone to get sick from touching or owning a cat.³ "Feral cats pose even less risk to public health than pet cats because they have minimal human contact, and any contact that does occur is almost always initiated by the person," says Ackerman.

Science Shows Feral Cat Colonies Pose No Disease Risk to Humans

The health risks that catch and kill advocates most often blame on cats are intestinal parasites, rabies, flea-borne typhus, and toxoplasmosis. Yet the spread of these diseases has never been conclusively linked to feral cats.

Parasites are Species Specific

Ackerman says that the risk of catching an intestinal parasite like *Cryptosporidium* and *Giardia* from cats has been vastly over-hyped. Molecular studies show that these parasites are

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usually species specific—meaning that the type that infects cats does not infect humans—and “some studies even suggest that cats and other animals are more likely to catch these parasites from humans than vice-versa,” according to Ackerman.

No Danger From Rabies

The notion that stray cats spread rabies is another empty argument used by advocates of catch and kill programs, says Ackerman. The last confirmed cat-to-human transmission of rabies occurred in 1975 and the risk of catching rabies from a feral cat is almost non-existent. Statistics from the CDC show that as a source of rabies infections, cats rank way behind wild animals like bats, skunks, and foxes who account for more than 90% of reported cases of the disease.⁴

And, Trap-Neuter-Return is a safeguard against rabies, because “the vaccination component of TNR programs ensures that the cats in managed colonies cannot catch or spread rabies,” says Ackerman.

Even in the unlikely event that a feral cat develops rabies, it can't spread the disease to people without biting them, and feral cats rarely seek direct contact with humans. The idea that cats will unexpectedly jump out of alleys and bite children is just as ridiculous as it sounds. A 1998 analysis showed that about 90% of cat bites were provoked, and the vast majority of cat bites are caused by pets.⁵

Cash says that since Atlantic City began its TNR program, he hasn't had a single complaint about feral cat bites or scratches. Learn more about why feral cats do not spread rabies at www.alleycat.org/PublicHealthVictory.

Flea-borne Typhus is Rare and Cats Don't Play a Part in the Fleas Arrival or Growth

Flea-borne typhus is another infectious disease sometimes erroneously blamed on feral cats. The disease is caused by *Rickettsia* bacteria that infect fleas, and most U.S. cases occur in Texas, Hawaii, and California. Although infected fleas may hitch a ride on feral cats, the chance of becoming infected with flea-borne typhus via a feral cat is extremely low. In fact, Ackerman says, “flea-borne typhus is rare even in areas such as Southern California, where the disease is endemic.” For instance, in 2009, Orange County, California reported 12 cases of flea-borne typhus out of a population of 3 million residents⁶,

making the chance of infection just 1 in 250,000—about the same as the risk of being hit by an asteroid.⁷

Removing cats does not halt the spread of flea-borne typhus, because cats don't spread the disease—the fleas themselves do. Cats are merely a host for fleas and if the cats are eliminated, the fleas simply find another host like squirrels and raccoons. “Fleas are very versatile. They live on cats, dogs, opossums, rats, and mice,” Ackerman says.

For this reason, public health officials in Texas, where flea-borne typhus is endemic, have focused their efforts on controlling fleas, rather than their hosts. Outbreaks are rarely traced to cats. In 2008, the CDC and Texas health authorities examining a cluster of flea-borne typhus in Austin found the *Rickettsia* bacteria in only 18% of cats, as compared to 44% of dogs and 71% of opossums, near the homes of people infected with the disease.⁸

Most Cases of Toxoplasmosis Stem from Undercooked Food, Not Cats

Catch and kill advocates sometimes argue for killing feral cats because they can transmit toxoplasmosis, a parasitic disease that spreads via *Toxoplasma* oocysts shed in the feces of an infected animal. But studies show that the overwhelming majority of toxoplasmosis cases actually result from eating undercooked meat. According to CDC statistics, toxoplasmosis is the third leading cause of food-borne illness-related death in the U.S.⁹

Pregnant women and their fetuses face a higher risk from the disease—a fact that catch and kill advocates often abuse to incite public paranoia—but a study published in the *Archives of Internal Medicine* in 2002 concluded that pregnant women were unlikely to catch toxoplasmosis from a cat.¹⁰

It's rare for anyone to catch toxoplasmosis from a household pet (cats are not the only carriers; dogs, birds, and other mammals can also carry the parasite), let alone a feral cat with whom they have no contact. Even if a cat is infected with *Toxoplasma*, it typically only sheds the disease-spreading oocysts for a few weeks. To catch an infection, a person would need to have direct contact with these infected feces. Most people go out of their way to avoid touching the contents of their pet cat's litter box, and they're even less likely to touch feral cat feces. In other words, even if a feral cat leaves feces in your garden, you would need to touch it and then somehow ingest the feces to get toxoplasmosis.

Fact Sheet:

FERAL CATS AND THE PUBLIC—A HEALTHY RELATIONSHIP, page 3 of 4

Colony Caregivers are as Healthy as Everyone Else

Maybe the best proof that feral cats pose no health risk to people is that feral cat caregivers are healthy. "If feral cats transmitted disease to humans," says Ackerman, "colony caregivers, who spend more time around feral cats than most people, would experience a heightened rate of disease, and this simply isn't the case."

None of the many caregivers she's interviewed have ever reported becoming sick from their work with feral cats. No study has ever shown that colony caregivers have any increased risk of disease, despite their regular contact with feral colonies.



Catch and Kill Doesn't Improve Public Health

"Catch and kill policies are fear-based and rely on old wives' tales and flawed research to justify prejudice against cats," says Ackerman. Removing feral cats is never a sustainable solution, because that only opens up new territory for other feral cats to use. (Learn more about this vacuum effect at www.alleycat.org/VacuumEffect.) According to Ackerman, there's absolutely no evidence that catch and kill policies reduce the incidence of human disease.

Trap-Neuter-Return Programs Protect Public Health and Prevent the Spread of Disease

Trap-Neuter-Return programs help to stabilize feral cat populations, and the vaccination component ensures that cats are protected against disease. These programs also allow cat caregivers and public health officials to monitor the health of cats

in the community and ensure that they're immunized—and that "protects the health of cats and humans alike," says Cash. Catch and kill programs offer no such similar benefits, because cats are simply removed without regard to their health.

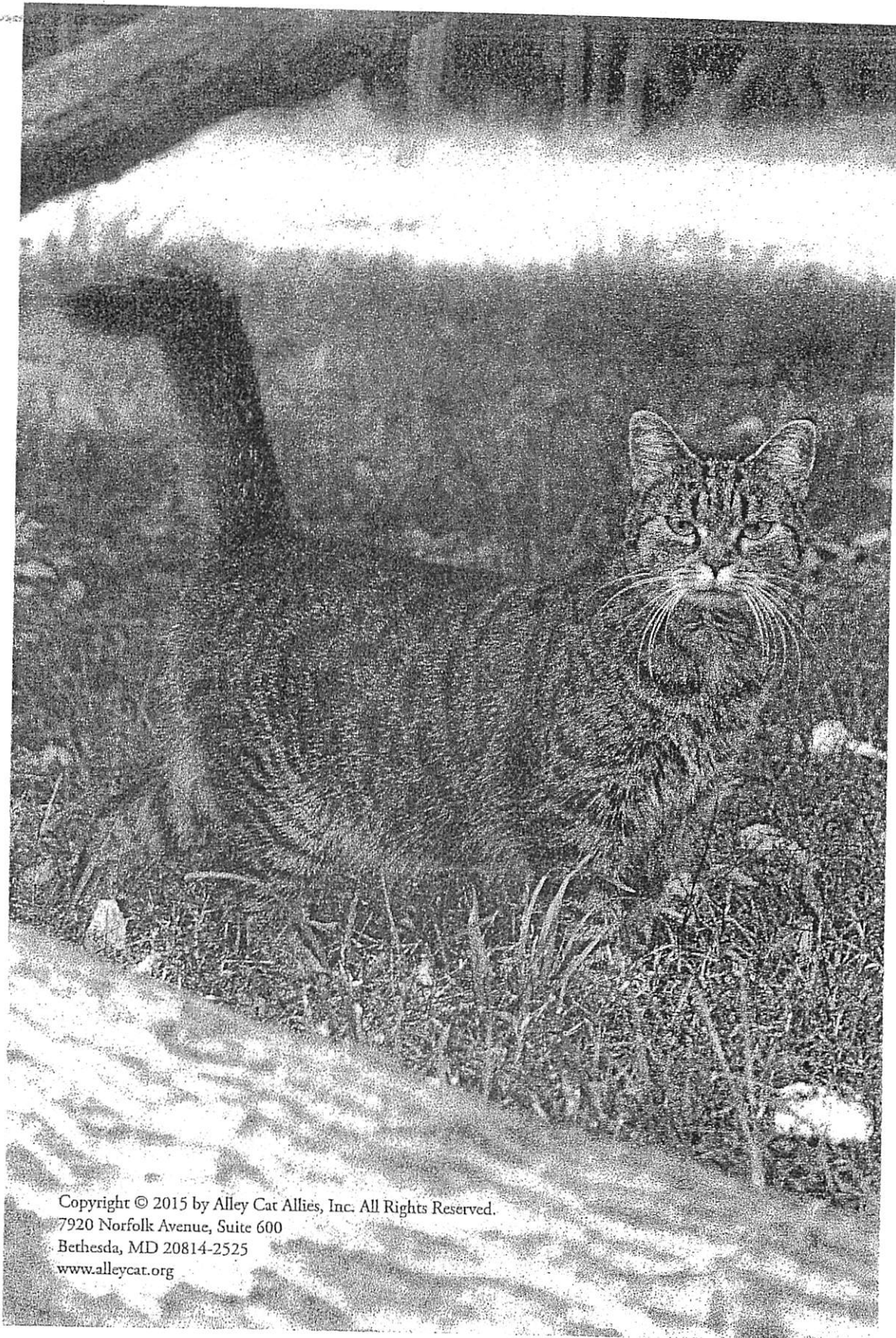
"TNR is good public health policy," says Cash. Atlantic City has been collaborating with Alley Cat Allies for the past ten years to manage feral cat colonies under the city's famous boardwalk. The TNR program that Atlantic City developed with Alley Cat Allies has never posed any health problems to the community, says Cash.

"Before our relationship with Alley Cat Allies, I was getting numerous complaints about feral cats," he said. But since Alley Cat Allies began managing these colonies with TNR, the problems have ceased entirely, he says. "The [cat] population that's here is much healthier," says Cash. "They're coexisting with people very well now. Most people don't even know the cats are there."

While catch and kill advocates cling to outdated thinking and hyped-up stories, the people studying, teaching, and defending public health recognize that feral cats do not spread disease to people. Policies based on fear, hype, and hysteria serve neither the public nor the cats, and will only end in more cats being killed.

Instead, feral cat policies should reflect the science and the facts—feral cats are healthy animals. From a public health standpoint as well as a humane one, the best approach for feral cats is Trap-Neuter-Return because it benefits the cats and the community.

**Trap-Neuter-Return
Effectively Stabilizes
and Reduces Feral
Cat Populations**



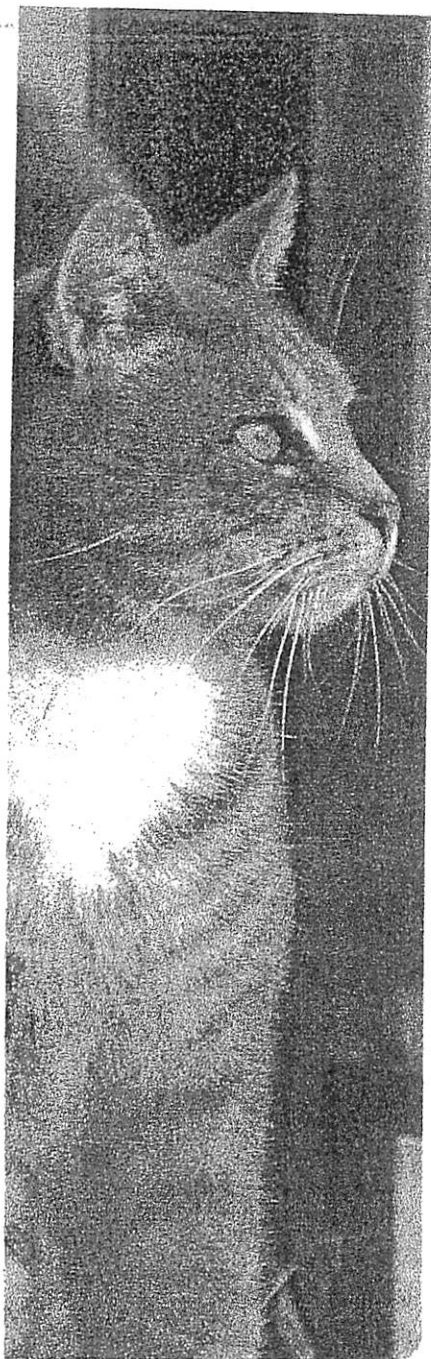
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Trap-Neuter-Return Effectively Stabilizes and Reduces Feral Cat Populations

Trap-Neuter-Return (TNR), which involves humanely trapping stray and feral cats and having them vaccinated, spayed/neutered, and "eartipped"* before returning them to their outdoor home, is the only effective method of stabilizing outdoor cat colonies. As a result of TNR, the birth of new kittens in the colony slows down and eventually ends when all the cats are spayed/neutered. In addition, socialized cats and kittens are spayed/neutered and then often put up for adoption, causing an immediate reduction in the population size.

The following case studies demonstrate that TNR successfully stabilizes and reduces feral cat populations around the world—everywhere from South African university campuses to urban Chicago blocks.

* The word "eartip" describes when a small portion of the tip of a feral cat's left ear is surgically removed while the cat is anesthetized to denote that the cat has been neutered and vaccinated. Eartipping is the most effective way to identify neutered feral cats from a distance, to make sure they are not trapped and do not undergo surgery a second time.



Trap-Neuter-Return at Texas A&M University Effectively Stabilizes Feral Cat Colonies

In a 2002 study published in the *Journal of Applied Animal Welfare Science*, Kathy Hughes and Margaret R. Slater document the success of a Trap-Neuter-Return program on the campus of Texas A&M University, looking at the changes between the implementation year and the following year. In the first year, 123 cats were trapped, compared with 35 in the second year.¹

Over the course of the program, 32 cats and kittens were adopted. In the second year, no litters or nursing mothers were seen. While the study did not measure the change in the total number of cats on campus over the two-year period, the researchers noted: the decrease in cats needing to be trapped from the previous year; the adoption of socialized campus cats and kittens into homes; and a decrease in the number of calls concerning cats on college property.

Findings: TNR can stabilize large feral cat colonies quickly—often in as little as a year.

University of Central Florida Trap-Neuter-Return Program Considerably Reduces Feral Cat Population

A 2003 study published in the *Journal of the American Veterinary Medical Association* found that TNR keeps cat colonies stable and healthy year after year. The 11-year study on the University of Central Florida campus observed the number of cats on campus decline by 66%, with no new kittens born after the first four years of operation.²

At the end of the study, most of the remaining cats were adults: 83% had been part of the program for more than six years, indicating a healthy lifespan for feral cats after TNR.

Findings: TNR keeps feral cat colonies stable and healthy in both the short-term and the long-term.



In Trap-Neuter-Return programs, feral cats are returned to their outdoor homes after they are spayed/neutered, vaccinated, and eartipped by a veterinarian.

Trap-Neuter-Return Significantly Reduces North Carolina Cat Colony Size After Two Years

In a 2004 study in the *Journal of the American Veterinary Medical Association*, researchers observed neutered feral cat colonies and intact feral cat colonies in North Carolina and found that TNR stabilizes colonies and causes population decline over time. All six neutered feral cat colonies in the study decreased in population during the first two years of study, with a mean decrease of 36%, and continue to decline. During the same two years, the three control colonies significantly increased in size, with a mean increase of 47%.³

Findings: Feral cat colonies that go through TNR decrease in size, while colonies that are left unneutered increase in size.

Neutering Significantly Impacts Populations in South African University Colonies

A 2011 study in *Journal of Applied Animal Welfare Science* looks at the populations of feral cats at eight sites across five campuses of a South African university. The study provides a snapshot of colonies with different levels of sterilization and colony management, showing what managed colonies look like at one moment in time. Based on their observations, the researchers provide projections as to what would happen to the population over the course of the next five years, depending on the percentage of the cats who are neutered. At 0% neutering, the population would double. At 100% neutering, the population would be cut in half. The population would stabilize with 55% neutering. This shows how different percentages of cats neutered effect a population.⁴

Contrary to the figure often quoted, it is not necessary to have a 75% or higher level of neutering. In this study's population, having 60% of the cats neutered shows a decline.

Findings: Even if you can't spay/neuter every feral cat right away, you can make a difference by spaying/neutering as many as possible.

Findings: TNR allows cats to live out their natural, long lives content and healthy in their outdoor homes, and can eventually reduce colonies to zero through adoption of socialized cats and kittens and natural attrition.

the colony died in 2007 at age 17. seven years after the TNR program started, only six cats remained in the alley. The last cat from making the cats less noticeable. The health of the cats also improved. By November 1997, just neutering the cats ended behaviors associated with mating including fighting and roaming; were spayed/neutered and vaccinated. In addition to stabilizing the population, spaying/ and placing them in adoptive homes, and returning adult cats back to the colony after they caregivers and newly recruited volunteers implemented TNR for the colony, raising kittens began helping the caregivers carry out a formal program to help the 54 cats.

Cat Allies was formed as an organization in 1990, just a few months after the co-founders reduced to zero as a result of a Trap-Neuter-Return program. This colony was the reason Alley Washington, D.C. Cat Colony Stabilized and Eventually Reduced to Zero

A few of the original colony members—25 years ago in an alley in Adams Morgan. No cats remain in the alley today.



Trap-Neuter-Return Humanely Stabilized and Reduced in Size the Merrimack River Colony

More than 300 stray and feral cats lived along the Merrimack River in Newburyport, Mass. in 1990. The city brought a private trapping company in to trap and kill some of the cats. Thirty cats were killed, but within two years, those cats had been replaced by 30 more cats who joined the colony. When cats are removed from an area, there is a vacuum effect—other cats quickly move in to take advantage of newly available resources, and they breed back to capacity.

In 1992, the Merrimack River Feline Rescue Society started a Trap-Neuter-Return program for the cats on the waterfront. The TNR program stabilized the colony and resulted in a decline in population.⁵ Zorro, the last remaining cat from the colony, passed away in 2009 at age 16. Natural attrition is the normal evolution of TNR.

Findings: Catching and killing cats creates a vacuum and the population rebounds quickly. TNR is the only effective method for stabilizing and eventually reducing feral cat colonies, even for large, long-standing colonies.

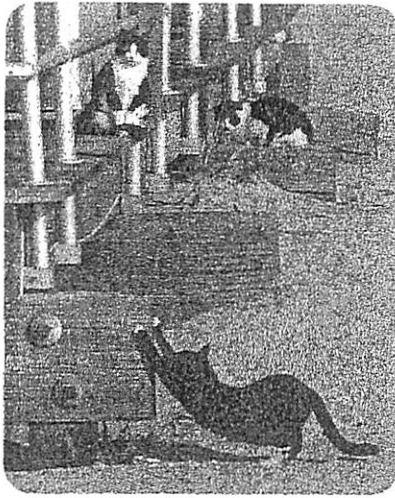
Bay Area Colony Reduced by More than Half Through Trap-Neuter-Return

In 2004, approximately 175 feral cats were living along a popular hiking and biking trail in Foster City, Calif. in the San Francisco Bay Area. The City of Foster City, the Homeless Cat Network, and the community decided to join forces to humanely stabilize this colony of cats, and Project Bay Cat was formed. The Homeless Cat Network's volunteers undertook an intensive TNR effort, with two private veterinary hospitals providing spay/neuter and vaccinations for the cats.

As of 2013, 95% of the cats living along the trail were spayed/neutered, and the colony size had reduced by 53% through natural attrition and adoption of socialized stray cats and kittens.⁶

Findings: When communities come together to support TNR, cats are protected and colonies are effectively stabilized.





A few of the feral cats who call the Atlantic City Boardwalk home.

Trap-Neuter-Return at Atlantic City Boardwalk Reduces Colony Size Over Time

In 2000, Alley Cat Allies launched the Boardwalk Cats Project, a Trap-Neuter-Return program for the cats living around the boardwalk in Atlantic City, N.J. Alley Cat Allies teamed up with Atlantic City's Health Department, the Humane Society of Atlantic City, and local advocates to begin the highly successful TNR program that stabilized the colonies of feral cats living at the boardwalk. Many of the cats trapped were young kittens or cats socialized enough to be put up for adoption. The rest were returned to the boardwalk sporting eartips indicating that they were neutered and vaccinated. As TNR took effect, births of new kittens at the boardwalk gradually ceased. When the program started, there were

approximately 275 cats living around the boardwalk. As a result of the program, no kittens have been born at the boardwalk in over a decade and the population size has significantly decreased through natural attrition and adoption. Alley Cat Allies' recent census reports that the number of cats living at the boardwalk has decreased to 127.

The Boardwalk Cats Project receives outspoken support from Atlantic City's local government, as well as many local businesses along the boardwalk. The public has also responded positively to the program, which attracts tourists year-round.

Findings: When people learn how positive TNR programs are for cats and communities, the programs receive widespread support and community members are willing to volunteer or donate to support the program.

Trap-Neuter-Return Decreases a Chicago Neighborhood's Cat Population by More Than Half

In 2007, a group in Chicago called Cats In My Yard started carefully tracking its Trap-Neuter-Return efforts and the number of cats living in 19 colonies. The colonies are all close together and contained within one large city block bordered by busy main streets. Between 2007 and 2013, 153 cats in the 19 colonies went through TNR. In 2013, a total of 70 cats remained in these colonies. In seven years, the cat population in this neighborhood decreased by 55%.⁷

Findings: TNR programs effectively stabilize feral cat colonies and reduce them in size over time—from small groups of volunteers to large-scale, citywide TNR programs.

Rome Trap-Neuter-Return Program Consistently Decreases Colony Size

A 2006 study in *Preventative Veterinary Medicine* that documents the cat population over 10 years in a well-established Trap-Neuter-Return program in Rome, Italy determines that the long-term program significantly reduced feral cat colony size. From 1991 to 2000, nearly 8,000 cats were neutered and returned to their colony locations. The study spanned 103 colonies of outdoor cats. Colony size consistently decreased over the time period, ranging from a 16% decline in population in colonies three years into the program, to a 32% decrease in colony size after six years.⁸

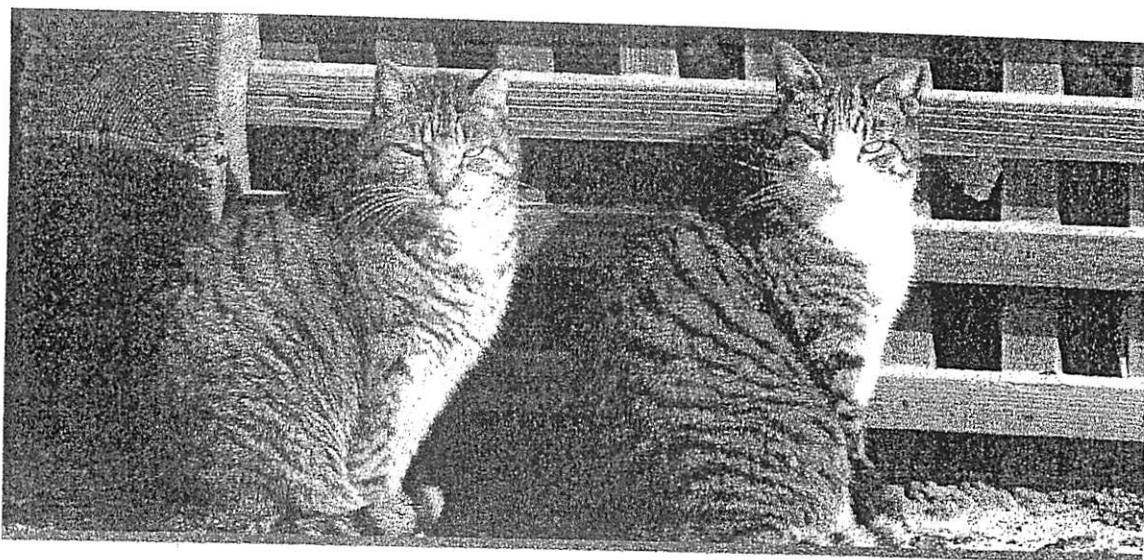
Findings: Large-scale, scientific studies show that TNR consistently decreases colony size.

Chicago's Trap-Neuter-Return Program Significantly Reduces Colony Size in 23 Zip Codes

A countywide TNR program in Cook County, Ill., which includes Chicago, reduced the size of feral cat colonies in 23 zip codes by 41% in just five years. A coalition of private nonprofits that carries out TNR in Cook County compared the number of cats in 23 zip codes before they started TNR and the number approximately five years after. In November 2007, there were 1,329 in the 23 zip codes. At the end of 2012, there were only 788.⁹ The colonies were stabilized through TNR, and reduced in size through adoption of socialized cats and kittens and natural attrition. In 2007, Cook County passed legislation that created a formal structure for a countywide TNR program, with private nonprofit organizations assuming the responsibility for managing feral cat colonies. From 2008 to 2012, more than 17,538 feral cats in Cook County were spayed/neutered, vaccinated, eartipped, and returned to their outdoor homes through this program.¹⁰ The nonprofit coalition estimates that the program has prevented the births of tens of thousands of kittens.



Findings: Even in large-scale TNR programs that span multiple zip codes, colonies, and neighborhoods, TNR effectively reduces colony size across the board.



ENDNOTES

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ADDITIONAL PUBLICATIONS FROM ALLEY CAT ALLIES



Trap-Neuter-Return Ordinances and Policies in the United States: The Future of Animal Control

This 2014 Law & Policy Brief shows that a huge—and growing—number of local governments nationwide have officially embraced Trap-Neuter-Return for outdoor cats. Alley Cat Allies' legal team reviewed hundreds of municipal and county codes and animal control policy statements, finding that more than 430 governments had official policies supporting TNR. That number continues to rise.

TRAP-NEUTER-RETURN ORDINANCES ACROSS THE UNITED STATES (2014)

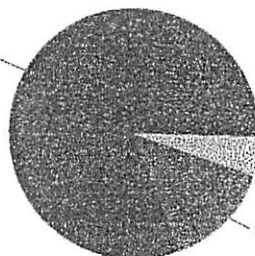


U.S. Public Opinion on Humane Treatment of Stray Cats

An overwhelming majority of Americans believe that leaving a stray cat outside to live out his life is more humane than having him caught and killed, according to a nationally representative survey conducted for Alley Cat Allies by Harris Interactive. These results reveal a significant disparity between the public's humane ethic and the operating policy of most U.S. animal pounds and shelters.

If you saw a stray cat in your community and could only choose between two courses of action—leaving the cat where it is outside or having the cat caught and then put down—which would you consider to be the more humane option for the cat?

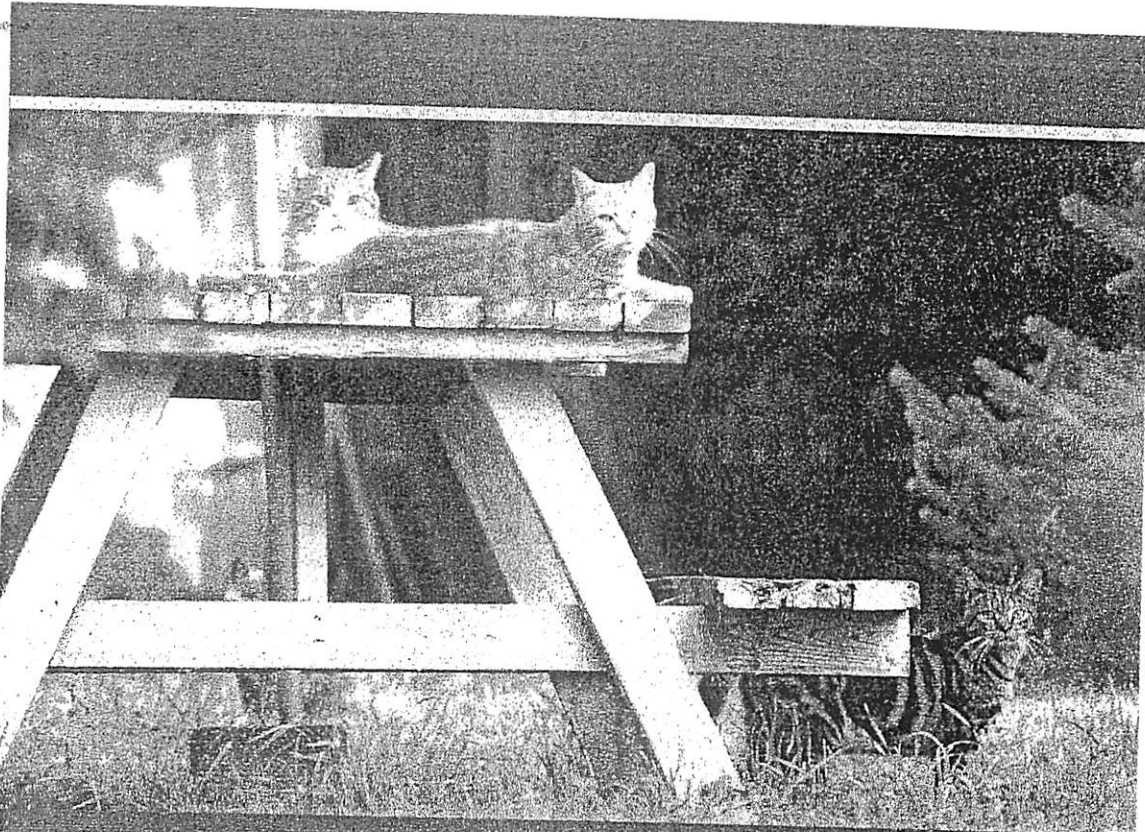
Leave the cat where it is



Don't know/refused

Have the cat put down

To view these publications online, visit alleycat.org/Publications.



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