

A regular meeting of the City Council of the City of Newburgh was held on Monday, July 10, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

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

Mayor Kennedy thanked Chaplain Howard for organizing Prayers for our meetings over the last few years and told him she appreciates his efforts.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey (arrived at 7:11 after roll call), Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford - 7

COMMUNICATIONS

Approval of the minutes of the meeting of June 12, 2017

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Carried

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

In regard to recruitment for both Fire Chief and Police Chief, Civil Service recently issued a test for both. For the Fire Chief we had three firefighters successfully pass the exam but all three are not residents of the City of Newburgh as they live within a short distance away. There was conversation with City Council last Thursday about this and it will be scheduled for the next Work Session to navigate this dilemma where we have Civil Service telling us that we have three eligible candidates but we have a residency requirement. Most are in the latter half of their careers and live outside the city because they may have purchased real estate before the market crashed. They would now have to move to the City possibly taking a loss on the real estate they own and not really having a contract versus staying in the position that they are in. On the Police Department side we have two candidates who successfully passed the exam and neither one is from the current City of Newburgh Police Department ranks. He sent out canvassing letters asking about their interest and will be scheduling meetings for interviews. At the end of the day we need continuity both on the Police Department side and the Fire Department side. We need an

individual who perhaps reflects the diversity of the City of Newburgh and bilingual candidates are always preferred. We are also looking for candidates who know the community and will promote what we have begun here by having a Police Department and a community that knows each other and trusts each other and continue to build that trust. We were one of the first Police Departments in the State of New York to have body cameras and policies in place and we are now being consulted by other Police Departments and the New York Department of Justice itself as an example of what progressive police practices and community relationship building can look like. With the program that the Newburgh Police Department follows now we have seen relationships blossom so that we can identify the true leaders block by block who know their neighborhoods and as we build the trust we can move forward. This model produced a very significant drug bust about a year and a half ago with the heroin drug ring that was led at the time by a local boxing promoter. This relationship has enabled those in the community who know what's going on to talk to the Police in a trusted and confidential environment. We are hoping to get past the notion that Newburgh is easy pickings for those who don't live here to come and get drugs or commit crimes and then just drive away so we want to do this in a way that is long lasting and permanent as we move forward. Next week we will be having a call-in which is where the Newburgh Police, Local Ministries, mothers who have lost their sons to violence, the U.S. Attorney's Office, The District Attorney's Office, the Sheriff's Office and a gentleman from Exodus who has spent some of his life behind bars to talk to a group of young people in this community who we have identified as at-risk. We will sit down with them and say, *"Here's what we know, here is where you are headed and here is what we have done with other members of this program in the past"*. Those who took us seriously have moved on in productive ways but those who don't want to work with us will go through the criminal justice system. At the end this call-in a number of us sit and have a meal together in a friendly manner to talk and see how we can help. We have seen measurable positive statistics come out of this program and for those that try to call our bluff the response is swift and sure but for the overwhelming majority this program is a pioneering model that is getting the attention of a number of people in the State of New York. As we look at these candidates we know that relationship building is a long arduous task and it requires everyone in the community to be hands on when it comes to the relationship and the trust that we all know is fragile. We have something here that we think is very special.

In the Police Department over the weekend we had two hand guns recovered in separate incidents on July 2nd and in both incidents the suspects were arrested and charged. We are making tremendous progress on the ShotSpotter and although we had some technology issues with poles we are hoping to have it up and running by the third or fourth week in July. This will enable us to track gunfire as it happens and in areas where this has been adopted there has been a dramatic improvement in the relationships in those communities that have felt forgotten by the police department. Many may have seen our Police Officers walking the beat once again and we have focused on those areas that Acting Chief Cortez has deemed appropriate based on the statistics that we have gathered. We have information outreach to the community on safety tips, domestic violence awareness, offender watch, and what is the purpose of Exodus which is an organization in our community of people who have served time behind bars but have become partners with the Newburgh Police Department following their release to help young people who are at risk. There will be a Press Release to inform the community of the dates of where we will be but as of right now the dates are July 11th, 17th, 24th, 31st, August 7th, 14th 21st, 28th, September 5th, 11th, and 18th. Locations will be in the Press Release and we will be doing

these on a weekly basis. Walking posts will continue and the proactive community of our police officers doing officer initiated activity has increased by 35%. Total calls for service through June 30th was 15,240 and we have conducted 57 foot patrols in the community. He saw three Officers walking the other day and one of them was Lt. Weaver which shows that something magic is happening in our community. As we work on relationship building with our community, we are also working on relationship building within our own Police Department with leadership at the top taking a vested interest. Part one crime is down by 14% compared to last year but any homicide is one too many. Violent crime is down by 13%, property crime is down by 14% and our bullet to body shootings are down by 67% compared to last year at this time.

The Fire Department announced the passing of Charles "Zeke" McCurry who retired from the department in 1977 from injuries he sustained in a fire in 1976. He was advancing a hose line to a fire on the floor of a building when the stairs failed and he fell to the second floor and his injuries were severe enough to not allow him to return to work as a firefighter. To date the Fire Department has responded to 1,365 emergency calls including six that were started by fireworks since June 26th. Three building fires, two brush fires and one trash can fire as well as one additional building fire that is still undetermined but fireworks have not been ruled out. He reminded everyone to please report any open fire hydrants because it lowers the water pressure which can impact other residents if there was a fire.

In the Recreation Department registration for the Positive Teen Image Program is ongoing. This Program promotes health and personal development for our High School aged youth and they will meet 5:00 p.m. 9:00 p.m. on Fridays and 1:00 p.m. to 5:00 p.m. on Saturdays through August 26th. For more information you can contact the Recreation Department at (845) 565-3230. August 1, 2017 will be National Night Out throughout the City of Newburgh and this information will be on our Website and in a Press release. If you are interested in setting up a table or volunteering, contact Martiza Wilson at the Recreation Department.

He reported that today we had a surprise inspection from the New York State Department of Labor and City Hall was inspected. Our shoring that we put in place about a year and a half ago was reviewed as there was a complaint regarding the structural integrity of our building and based on what they observed he wanted to say cautiously that we received a positive favorable response. During the meeting Assistant Chief Horton received an emergency call regarding a possible structural collapse at 68 Campbell Street. Chief Horton responded to the scene immediately and then contacted our DPW and Engineering teams for assistance. The Fire Department had closed off the street and indicated that there had been a fire on the roof previously on the Fourth of July that was caused by fireworks. It was also observed that someone removed the blue stone lentils above the window areas on the side of the building which further compromised the structural integrity of the building. An emergency field meeting was conducted with the City Engineer, Fire Department and the DPW Superintendent and it has been determined that this structure must be demolished on an emergency basis. The New York State Department of Labor, who was already here, is aware of this incident and will be contacted tomorrow to obtain a variance for the demolition. Several demolition contractors are being contacted to gather for an emergency onsite meeting and to obtain price quotes. Johnston Street and Campbell Street have been closed to through traffic and the adjoining

structure at 66 Campbell is being evacuated. We will move forward expeditiously with the emergency demolition of this structure once the variance is issued and an acceptable contractor's quote has been submitted and verified. The Downing Park Shelter House sewer lateral replacement work has been completed and the City's emergency contractor completed the cleaning and lining of the north interceptor sewer in the area above the failing retaining wall on South Water Street. An additional ongoing break in the ceiling of the north interceptor sewer main was also repaired in the area between Lafayette Street and Colden Street. A total of two hundred twenty four tons of material was discovered and removed from the north interceptor during this cleaning operation. The New York State Department of Transportation will now begin their work performing the soil borings as well as designing and replacing their failing wall structure. With estimates from the emergency contractor this work could possibly cost upwards of \$400,000.00.

At the Water Department the average water produced this month has been measured at 3.3 million gallons per day. They are holding an Open House at the Water Filtration Plant with construction tours every Saturday of the month. The Water Department and Engineer's Department had a completion of work walkthrough from our direct line at the Catskill Aqueduct to our Brown's Pond Pump House and our new twelve inch flow pipe for Brown's Pond. This will enable us in emergency situations to draw water immediately from the Catskill Aqueduct to Brown's Pond should we have an emergency in the future that compromises the quality of our water once we are back on with Washington Lake. A twelve inch gate valve was rebuilt on South and Liberty Street and a water main leak was fixed stopping approximately ten thousand gallons of water a day that was leaking at Clinton and Liberty Street. They also dug a sinkhole at 243 Powell Avenue on June 25th and found a substantial service line leak that was leaking thousands of gallons of water on an hourly basis.

The Cops Grant application will be submitted on Monday and we have also submitted the Bullet Proof Vest application. We are applying for the LWRP Grant for the Newburgh Landing, our Strategic Planning and Feasibility Grant for Master Planning, Water Quality Improvement Program Source Water Protection Grant through AARP Community Challenge Grant to help us mark the streets on Route 32, Lake Street. We are also working on the Orange County Youth Bureau Grants for the Summer Playground, Soccer and Basketball. We have a DASNY Grant for the water tank reimbursement in the amount of half a million dollars and we are waiting to get information on that. We also submitted for reimbursement for Tyrone Crabb Park's work in the amount of \$110, 000.00.

In Human Resources there was a total of thirty one new hires. Four at DPW, one at the Water Department and twenty-six seasonal at the Recreation Department. In regard to recruitment efforts, the part-time Human Resources Director is working with SUNY Orange, Newburgh Department of Labor and New York Rural Water for positions including Engineering Technician and Water Maintenance Operator as well as others. They are formalizing procedures as it relates to recruitment and recently conducted an experiment to streamline the process by conducting a lot of drug screenings ahead of final decisions. Everyone is welcome to apply for our positions and we are working to fill them as quickly as we are able. Our HR Team which includes Corporation Counsel, City Manager, DPW, Water Department and Police and Fire Departments are working to build a whole new process. We are working to track our work related injuries in a new way having open files that are managed according to best practices in 2017. We

participate in personnel related hearings and continue to work on IAFF negotiations and CSEA regarding their Collective Bargaining Agreements.



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City Comptroller's Office**

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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilwoman – Genie Abrams
Councilwoman – Regina Angelo
Councilman – Torrance Harvey
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia
Councilwoman – Hillary Rayford

FROM: Kathryn Mack, City Comptroller

DATE: July 10, 2017

SUBJECT: City of Newburgh Financials – June 2017

Below are the highlights for the City of Newburgh revenue and expense activity for the period of January through June 2017.

General Fund Revenue

Through the month of June 2017, the City of Newburgh collected \$21.5 million compared to the annual revenue budget of \$44.4 million. Of the \$21.5 million collected, \$14.8 million was for Real Property Taxes and PILOT Payments.

The remaining \$6.7 million was a combination of departmental income, fund balance and inter-fund transfers. Tax Collections through June 2017 are in line with collection trends from June 2016.

Highlights for increased revenue compared to prior year activity:

Fines/Forfeitures:

Codes City Code Violations increased by \$21k

Parking Violations increased by \$36k but is offset by a decrease to meter fines of \$25k for a net increase of about \$11k

Codes building permits - \$54k (RUPCO project)

Consumer and Utilities Gross Receipts – Up by \$81k compared to this time last year

Police Fees – Up by \$35k – 99% of this year's budget

Sales and Use Tax - \$151k compared to this time last year

Gain from Sale of Properties – up by \$157k compared to this time last year

Areas of focus:

Vacant Registry registration is down compared to last year however the Codes department has confirmed they are working to ensure the list is updated and that non-compliance properties are identified.

Meter Fines – Down \$25k from this time last year

General Fund Expense

Through the month of June, the City of Newburgh expended \$21 million.

Overall Departmental expenses are in-line with the approved budgets.

The Police 2017 overtime expense is above spending levels compared to the activity for the same time period in 2016.

YTD June 2016 - \$603,368

YTD June 2017 - \$779,309

Variance - +\$175,941 increase over PY 2016 by 29.16%

			= 2016			= 2017		
Expense Description	Department Name	ACCOUNT DESCRIPTION	June			June		
			Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Police	OVERTIME..	\$ 392,507	\$ 755,000	51.99%	\$ 561,234	\$ 755,000	74.34%
		COURT OVERTIME..	\$ 98,166	\$ 189,575	51.78%	\$ 108,495	\$ 200,000	54.25%
		OVERTIME-CIVILIANS	\$ 40,794	\$ 91,954	44.36%	\$ 49,994	\$ 70,000	71.42%
		NARCOTICS ENFORCEMENT OT..	\$ 40,686	\$ 91,482	44.47%	\$ 59,586	\$ 75,000	79.45%
		SPECIAL EVENT/DETAIL OVERTIME..	\$ 31,215	\$ 31,215	100.00%	\$ -	\$ 5,000	0.00%
	Police Total		\$ 603,368	\$ 1,159,225	52.05%	\$ 779,309	\$ 1,105,000	70.53%
Public Safety Total			\$ 603,368	\$ 1,159,225	52.05%	\$ 779,309	\$ 1,105,000	70.53%
Grand Total			\$ 603,368	\$ 1,159,225	52.05%	\$ 779,309	\$ 1,105,000	70.53%

The Fire 2017 overtime expense is under spending levels compared to the activity for the same time period in 2016.

YTD June 2016-\$566,294

YTD June 2017-\$387,021

Variance – (\$179,274) decrease 31.66%

			2016			2017		
Expense Description	Department Name	ACCOUNT DESCRIPTION	June	ADJUSTED		June	ADJUSTED	
			Activity	BUDGET	% to budget	Activity	BUDGET	% to budget
Public Safety	Fire	OVERTIME..	\$ 545,912	\$ 1,076,827	50.70%	\$ 347,588	\$ 670,017	51.88%
		OVERTIME-CIVILIANS	\$ 20,382	\$ 60,593	33.64%	\$ 39,432	\$ 45,000	87.63%
	Fire Total		\$ 566,294	\$ 1,137,420	49.79%	\$ 387,021	\$ 715,017	54.13%
Public Safety Total			\$ 566,294	\$ 1,137,420	49.79%	\$ 387,021	\$ 715,017	54.13%
Grand Total			\$ 566,294	\$ 1,137,420	49.79%	\$ 387,021	\$ 715,017	54.13%

All other departments are in line with overtime spending activity as budgeted.

Enterprise Fund Revenue

Through the month of June 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated \$5.2 m in revenue.

Revenue Billing for Water and Sewer 1st qtr. (Jan-March) were approx. 25% which is in line with the budgets set forth for 2017.

Sanitation 1st and 2nd quarter billing totaled \$1.5m which is on trend for the \$3m revenue budget.

Enterprise Fund Expense

Through the month of June 2017, Enterprise Funds expended \$5.9m, this amount includes \$1.2m in Catskill Water bills as well as \$52k in additional PFOS expenditures.

Overall Enterprise department expenses are in-line with the approved budgets.

Trust and Agency Accounts

- **Misc. Donations**
 - CAC (former Shade Tree)-\$1,371
 - Landlord Registry - \$229,675
 - Parks and Recreation - \$4,656

- **Police**
 - Police Evidence - \$80,494
 - Federal Seizure - \$69,555
 - State Seizure - \$22,953
 - Police Bicycle - \$552
 - Police Donations - \$187
 - Auxiliary Police - \$2,035

- **Celebrations**
 - Puerto Rican Day - \$80
 - International Festival -\$7,906
 - Fireworks - \$2,634
 - Memorial Day - \$91

- **Other**
 - Vacant Bond Registry - \$540,000

Comptroller's Department Updates

Finance

- **EFC – Loan Status update**
 - 3 Projects
 - C3-7332-08 – *West Trunk Project* - \$8.9m – Converting to long term debt at the end of this year
 - C3-7332-09- *Grand St & Liberty St (LTCP)*- \$2.4m – Working to identify possible additional financing through EFC now that official bids are back.
 - C3-7322-11 – LTCP – \$12.5m – Funding is in final preparation stages with EFC
- **2017 BAN Refinance** – July 11th Official Statement \$9.4m (includes 13 BAN rollover)
- **Water Emergency Expenses and Reimbursement**
 - *We are continuing to be reimbursed from the NYS DEC on the PFOS expenses related to Catskill water bills as well as additional expenses*
 - April there were no excess water charges
 - 2016- Avg. \$208k per month (Jun-Dec)
 - 2017- Avg. \$30k per month (Jan-Apr)
- **Budget Prep 2018**
 - Headcount Review
 - Health Insurance Impact
 - Tax Cap Review
 - Vehicle Financing Options
 - Calendar structure/format

- **BIDs/RFPs/RFQs:**
 - **Currently under Review**
 - *Waterfront Revitalization/Dutch Reform and City Club*
 - We are working with the Developer Alembic to come to Council to present.
 - July 10th Council Vote
 - Newburgh Skate Park
 - West Trunk Line Sewer Corridor Improvements Contract 1-GC
 - West Trunk Line Sewer Corridor Improvements Contract 2-GC
 - **Current RFPs out for public review**
 - Bid #8.17 - Mill Street Bridge Repair (6/23/17)
 - Bid #11.17 – Skate Park (6/26/17)
 - Bid # 12.17 – South Water Street Sewer Separation (Due: 7/20/17)
 - RFQ #13.17 – MLK Park Landscape Design (Due: 7/26/17)
 - RFP #15.17 – Alcohol and Drug Testing Services (Due: 7/26/17)
 - RFP #14.17 – 3 Parcels 254,256,258 Washington (Due: 7/28/17)
 - Re-bid IFB# 17.17 – Mill Street Bridge Quassaick Scour Repair (Due: 7/31/17)
 - RFP #16.17 RFP Operation of Carnival Rides International Festival (Due: 7/28/17)
 - **Current RFQs work in progress**
 - Demolition Contractor Qualifications

Assessor's Office

- No updates at this time
- Reviewing final assessment roll numbers to prepare for 2018 Budget

Information Systems

- Shot Spotter – See updated schedule
- Expansion Camera Project- Still on schedule for Fall 2017.
- IT Specialist position opened – ends on 7/19/17

Tax Collectors office

- City/County Due Date Monday 8/7/17
- Sanitation Due Date Monday 7/31/17
- Water/Sewer Due Date Wednesday 8/9/17

PRESENTATIONS

A Public hearing will be held on Monday, July 10, 2017 to hear comment on Local Law adding Section 230-9 regarding Reciprocal Plumbing Licensing

Mayor Kennedy called a public hearing that was advertised for this meeting to hear comment on the proposed local law amending Chapter 230 of the City Code to add Section 230-9 regarding reciprocal plumbing licensing.

Michelle Kelson, Corporation Counsel explained that several months ago we proposed and the Council passed a local law that would allow the Electrical Licensing Board to enter into and approve reciprocal agreements with other communities that also have licensing for their electricians so that we would have a larger pool of vendors to choose from. At that time the Council asked the same thing be done with our licensed plumbers. We have done some research and reciprocal agreements are permitted by law to occur. In the past communities have reached out to enter into reciprocal agreements with the City of Newburgh so this legislation memorializes the process so the Plumbing Licensing Board can receive, review and enter into these licensing agreements. It just provides the frame work to allow that process to occur.

There being no comments in favor or against this public hearing was closed.

Central Hudson Gas Replacement Project Presentation

Central Hudson representatives spoke about the work being done on Phase 2 of a Project that began last year in the Heights to replace the badly aging gas lines in our community.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Barbara Smith, City of Newburgh, said that Central Hudson is the one replacing the pipes for gas but you have many gas companies that govern the cost of the gas that comes into our homes so we can't blame Central Hudson solely for any increase in gas prices. At the Work Session there was a presentation for the Dutch Reform Church and several questions were asked. When Hillary Clinton came here in 1998 she gave us a Grant for \$128,205.00 of Federal Funding. She went back through her records to see how much has been spent and what was done with the Dutch Reform Church but nothing has happened. The City has bartered and repairs have not been successful. The City should consider allowing those who can do this to get it done. Everything changes from day to day and it's important that they deal with all of the issues of the City of Newburgh. We cannot waste our time bickering over who was not asked. We have to look at the project to see how beneficial it is going to be to us and just get it done. Between 2002 and 2008 there were

sixteen resolution items and nothing has happened to that Church but deteriorate and get worse. The one good thing that did come out of it is that we got an in-house Engineer. We finally have someone who understands what it is to build a City and we deserve it.

Regina Lewis, City of Newburgh resident and a Jazz singer noted that the Ferry Godmother will be bringing the Jazz Series back to Newburgh this summer on Thursdays in August. It will be at the People's Park which is the old Consolidated Iron Site. They are looking for artists or artisans with crafts and volunteers to attend. They are also working on two Gospel Concerts and hope that everyone will come out to enjoy this City and have a good time.

Schnekwa McNeil, City of Newburgh said that trash cans have been proposed before and she is proposing them again. She was on upper Broadway today and noticed metal containers that are concreted in the ground so they can't be taken but there are none on lower Broadway. In regard to Fireworks the City of Middletown has banned them. Living in the City with all of the gunshots the Fireworks scare her and she doesn't like to hear them so she is asking the Council to ban them here as well. In regard to the Skateboard Park, a young sixteen year old was killed a few weeks ago who used to skateboard all around the City and she thinks that if we had that Skateboard Park he might have been skateboarding instead of hanging with these older kids. She introduced Jeannette Drake, whose daughter was killed at the Halloween catastrophe where two people were murdered and seven were injured. She has been trying to keep her daughter's memory alive so on every 30th of the month she gets together with Omani Free's mother and they go to the flagpole on lower Broadway where they release balloons. There was also a Crime Victims Week where she got together with Habitat for Humanity and did a temporary Memorial Board between Johnson and Lander Streets where people could sign and put pictures up. On the last day when they were to take it down they wished that there could be something more permanent so they are looking at Downing Park where it is peaceful and green. They met and it has been approved to put up a brass wall to pay homage to those murdered by gun violence with their names so the parents and families will have a remembrance of their loved ones. This will be a great tribute to all of the victims.

Chrissy Amato, 355 Grand Street said that she is in favor of the Central Hudson Project and she understands the importance of it. Central Hudson sent a letter out to everyone with a meeting date where they addressed concerns regarding trees, sidewalks, and landscaping. One thing she found disturbing at this meeting was that this issue about the bricks came up and everyone was concerned about Liberty Street which is a designated historic resource and Central Hudson said there were certain concessions made to pay for what we chose to do. It was asked what they do in other historic cities and their response was that those cities required them to put them back as original. She asked them if they spoke with the Historic Preservation Officer and was told they only had conservation with the engineering department who signed off on it. The City is working on implementing a Historic Preservation Commission but she is concerned as a resident and is here because of the historic resources that we need to protect. A one hundred and fifty year old tree was recently cut down on her street that many are upset about. Central Hudson notified people about what they are doing but she never received notification that there was a sewer improvement project going on in the City and she is asking for help to save the historic

resources.

Kippy Boyle, 400 Grand Street, said ditto to Chrissy's remarks. We know the importance of having this project done but she is also concerned. One thing that wasn't mentioned was where the meters were going to be put. They had planned on putting them in front of homes until someone raised issue with that. Information like this should be posted on the Website with maps to see who will be affected. In regard to the brick replacement, she reminded everyone that there was a Heritage Corridor Committee formed many years ago and she feels no one has the right to make a decision about the historic bricks on Liberty Street without having the decency to consult with that committee. There was a Surveyor in front of her home recently who was hired by Engineering regarding the ADA compliance so this was the third thing that she knew nothing about. Will this also disrupt our neighborhood? She added that several members of the Conservation Advisory Council try to go out every week to do work and they are looking for a few volunteers from each Ward. They will be at Tyrone Crabb Park on Wednesday to look at the shrubs that are overgrown but they can't do it alone. If anyone is interested in volunteering please send an e-mail to their Website or call the Executive Office for information.

Gabrielle Hill, City of Newburgh said that our City Manager spoke about the importance of having stability in our Police, Fire Departments and the City Manager's position. The Comptroller mentioned something about Police overtime for events and wonders why the auxiliary police wasn't there. She never thought that she would see a Petting Zoo on the Agenda but feels it is a great idea for the children to be exposed to nature and animals. Gunshots and murders have traumatic effects on the emotional state of our children so she hopes this is not a one-time thing. In regard to the Police, it's a great idea to expand the police community relations but they should also invest in this City and live here to make a safe community. She added that we should have a Community Day just for the residents where we can all get together and get to know each other on a more personal basis. She told the City Manager that he is doing a great job.

Omari Shakur, 65 Benkard Ave., asked in regard to resolutions #179 and 180 for the West Trunk Sewer Line if any jobs will be put in place for the city residents. In regard to Resolution #181 for the Local Waterfront Revitalization Plan he asked if that is for the piece of land down by the Waterfront because no one from the community has been involved in this process. There is no public land for the residents on the Waterfront. In regard to Resolution #194 for the Skateboard Park, he was made aware that HUD gave money for this in 2007 so why hasn't it been done yet? He also asked if by putting this in at the Recreation Park they will be taking another park away. If so, there is nothing downtown for the kids to do so maybe the Waterfront could be used for this Skateboard Park. How does the community become involved in these things? Chaos is rampant in our community because everything positive has been removed. How can we access these plans? He added that he is in favor of the Petting Zoo also because our children need to get involved with nature.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams said in regard to the Local Waterfront Revitalization Plan that it is available on the City's Website. It is a huge book that is worth reading which has been several years in the making.

Deirdre Glenn, Planning and Development Director said that our last approved Plan was in 2001 and we updated that in 2008 and 2014 so this is the final official Plan.

Councilwoman Angelo said that at the Downing Park Urban Farm they had bees and hives. She still has her 4H Club at the Library and they would probably love to belong to something like this. Whoever heard of having a Café at the Shelter House? She also heard that the Key Bank will be the new home for the Boys and Girls Club. She is glad that they are finally going to vote on the Skateboard Park tonight as we have been waiting for it. Every item on the Agenda tonight is important.

Councilman Harvey said that a lot of people have already left and when you have a public comment regarding Agenda items you should give the Council a chance to respond. Chris Amato brought up an excellent point regarding the preservation of the historical elements in the City which he agrees with. It is his understanding that the bricks on Liberty Street are not the original cobblestones that were there in the Revolutionary time period so there is a misconception about that, however, they should be restored if they are removed. He thinks the permanent Memorial at Downing Park is an excellent idea and he supports it. He agrees with getting the Dutch Reformed Church renovated and preserved and in regard to Central Hudson all points were great ones but his focus was on transparency and communication regarding the investment that we will have to undertake and what that might look like in our bills. Although there are different gas companies Central Hudson owns the gas lines so he wanted to see how this will affect the consumer in addition to how the historical elements will be impacted. All of those points and matters are important and he appreciates everyone's input on that.

Councilwoman Holmes said in regard to the Dutch Reformed Church that anyone who wanted to be involved with that should have. She was born and raised on South Street so she used to go to that Church but it would have been nice to get an invite. The Skateboard Park has been going on for a long, long time but they had to make a decision on all of the money that was put towards the cameras and lights to protect our children so she is happy to vote on this tonight. She has been working with Downing Park trying to help get that Monument up with some donors but there is another Monument there that needs to be repaired and put back up. She agrees that trash cans are needed downtown also and it wouldn't take much to do that. She added that she understands about the historical preservation and agrees we need to make sure it stays the same.

Councilwoman Mejia missed the Work Session on the Dutch Reformed Church but feels it is an opportunity that the City has to reflect on how to do economic development and stabilize a building. She will be more aware of future meetings but e-mails were sent out in terms of the RFP that went out. In regard to the trash cans for the downtown area, we have experimented in different ways but the struggle is that it has to be adopted by a family or organization and what type of receptacle DPW will or will not pick up. This will have to be part of the Budget conversation along with bulk-pick. We have had some success with local garbage cans in some areas but we need to do more. No one is debating the

Central Hudson safety issue but people just want to be made aware about what is going on. She loves the Petting Zoo concept. We are always talking about running into money issues but note that with Resolution #195 we are thinking creatively about when there is additional funding coming in to the City and what we can do with that. The fees from the space rental for equipment storage will be set aside to fence off the area afterwards and for activities for kids in that area. We also need to focus on the seniors too in the downtown portion of our City. She reminded everyone that although they are limited there are some activities taking place such as the Library with summer programs, the Boys and Girls Club and the Performing Arts Academy. She would love to see us partner in a different format with the Board of Education and the buildings in our districts to utilize them creatively to have activities for the surrounding area. She wants everyone to be aware of the Bond proposal and conversations that are taking place at the Board of Education about what our District would look like in the future.

Councilwoman Rayford said that she sees things being done in our City. She said thank you to the city employees and our other businesses that come into the City of Newburgh. She thanked City Manager, Michael Ciaravino for not creating more jobs and making our taxes go up. She told Katie Mack that she is doing an outstanding job because she sees the dollars and she is on it. She thanked the Police Department under the management of Lt. Cortez for doing an outstanding job of reaching the community and building relationships. In regard to what Ms. McNeil said about the Monument, she noted that there is a Monument on Broadway between City Terrace and Dubois Street with a list of fallen Soldiers so maybe we could add on to that and move it to the Park. The lives lost to tragedy is heartfelt and we support that. If anyone has any issues please feel free to come to the Council because we are here to listen. She appreciates the concerns about the bluestone and the cobblestone which we have to look at. The Recreation Department has a lot going on although Ward 1 needs something for the youth to do. She understands the Boys and Girls Club is doing good things but there are some at-risk children who can't afford some of the activities that are going on. She thanked Councilwoman Mejia for the Film Festival and thinks that the abandoned Park on Liberty and Clinton Street would be a good location for a Film Festival also.

Mayor Kennedy said they have discussed many interesting topics tonight that are full of passion. She is very happy to have the sewer line at Downing Park fixed and having a Café there will be great and will bring life to that Park. A Memorial for people who have suffered lost loved ones so they could gather and have ceremonies is a good idea. We have talked about garbage cans for years so we have to think of alternate ways to collect it. Communication like with Central Hudson helps a lot. Letting people know that they can participate and that there is no such thing as too much communication. The Dutch Reformed Church is also sensitive to communication and we have to be more proactive by letting people know what's going on and sending e-mails which will help. People always say there are no activities for the youth at this end of the City but at the Boys and Girls Club if a parent can't afford to pay there are Scholarships available to help. Many kids don't want to follow the rules which is why they are not there. We also have the Performing Arts Academy and movies are being shown at the Ritz Park on Thursday nights for families in the City.

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

CITY MANAGER'S REPORT

Resolution No. 179 - 2017 Award of Bid to EN-TECH Corporation for Contract#1 Lining the West Trunk Sewer

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 180-2017 - Award of Bid to EN-TECH Corporation for Contract#2 West Trunkline Sewer Improvements Project

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 181 - 2017 - Adoption of the Local Waterfront Revitalization Plan

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 182 - 2017 Amendment to the MOU with the Newburgh Community Land Bank for the Management of the Downing Park Urban Farm

Michelle Kelson, Corporation Counsel said that this is an amendment that would have the Land Bank contract out with Common Ground Farm to manage a Farmer's Market at Downing Park and there would be additional funding to create a container gardening project. The total cost of both of those projects is \$11,645.00

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 183 -2017 - Purchase of 44 Johnes Street, Unit 211-J (Section 58, Block 1, Lot 1.-21)

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 184 - 2017 - 1 Lincoln Terrace - extension of time to close

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 185 -2017

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Resolution No. 186 -2017 - Apply for and Accept if Awarded a LWRP Grant for Final Design and Permitting of the Newburgh Landing

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

Resolution No. 187 -2017 - Apply for and Accept if Awarded an ESD Strategic Planning and Feasibility Grant for the City of Newburgh Master Plan

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

Resolution No. 188 -2017

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

Resolution No. 189 -2017 - COPS Hiring Program 2017 (CHP)

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

Resolution No. 190 -2017 - 2017 Bullet Proof Vest Partnership

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

Resolution No. 191 -2017 - 2016 Bullet Proof Vest Partnership

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

Resolution No. 192 -2017 - License Agreement Shelter House

Councilman Harvey told the entire Shelter House Cafe' Organization that this is enlightening. He is really glad that they stuck with this vision and he hopes this gets going and comes to fruition before the summer ends. This is an exciting proposition in our revitalization plan.

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

Resolution No. 193 -2017 Apply for and Accept if Awarded an AARP Community Challenge

Grant for the intersection of Lake Street and Washington Street

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 194 - 2017 To Accept the Bid of Hardcore Skateparks

Councilman Harvey asked if and when this resolution is successful when will shovels go in ground. Is there a timeline?

Deirdre Glenn, Planning & Development Director said they gave us a schedule which is in their packets and it should be completed by November. They will be starting right away on Phase- I.

Councilwoman Abrams said someone mentioned that this might displace the children's playground.

Deirdre Glenn said that it won't be moved yet but in Phase II it will be although not immediately. The skateboard community argued for Delano-Hitch Park.

Mayor Kennedy said this was first initiated back in 2013 and we got to a place where we had the money and we were ready to vote on it but because of the murders that took place on Halloween night everyone wanted the money to be put towards cameras and lights. She complimented the City, the Planning Department and CDBG for putting our heads together to come up with the money to get the lights, cameras and the Skateboard Park.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No.195 -2017 License Agreement with Precision Pipeline Solutions LLC

Councilwoman Rayford asked if this has anything to do with what was discussed earlier with Central Hudson starting their work.

Michelle Kelson, Corporation Counsel said it does in some way. When the question was raised about jobs and employment opportunities, the representatives of Central Hudson said that most of the work is being contracted out. Precision Pipeline is one of the sub-contractors to Central Hudson for the gas main replacement project and as we discussed on Thursday night at the Work Session, Precision Pipeline has made at least two requests in the past to use this property as a staging area for their equipment while they are engaged in their work. So it is related to the project. They will be using this property as a holding place for the equipment they need to perform the work.

Councilwoman Rayford asked if it will be fenced in so children cannot get in.

Michelle Kelson said that we can ask them to do that.

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

Resolution No.196 -2017 OC Youth Bureau Grant - Summer Playground

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

Resolution No. 197 - 2017 OC Youth Bureau Grant - Soccer

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

Resolution No. 198 - 2017 OC Youth Bureau Grant - Basketball

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

Resolution No. 199 - 2017 - Orange County Police Mutual Aid Assistance and Response Plan

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

Resolution No. 200 - 2017 Mill Street Partners LLC - Application to NYS Homes and Community Renewal

Councilwoman Abrams said that this is an overly expensive project. It is not a good project and she will be voting against it.

Councilwoman Rayford said that out of common courtesy and respect these men traveled a distance to get here. When they are here to present or if there is a resolution for the Council to vote on can we move them up on the Agenda?

Mayor Kennedy has said all along that she changed her mind about this project. She supports the model of affordable housing but we are subsidizing this project with taxpayer money and if it's built there will be a parking nightmare. This City is growing and expanding and with this project people will not have any place to park.

Councilman Harvey moved and Councilwoman Rayford seconded.
Ayes: Angelo Harvey, Holmes, Rayford - 4
Nays: Abrams, Kennedy - 2
Abstain: Mejia - 1
Adopted

Resolution No. 201 - 2017 - A Resolution in Support of St. George's Episcopal Church's application in the CFA funding process

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 202 - 2017 - Support for Boys & Girls Club 2017 Consolidated Funding Application

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution 203-2017 to Co-Sponsor a Petting Zoo to be held in Audrey Carey Park

Councilwoman Rayford thanked Mrs. Dillard for bringing this idea to the City of Newburgh. A Petting Zoo is very therapeutic for our children and adults as we have a high rate of children with medical issues. She hopes that we can do this a few times before the winter.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 204-2017 Back to School Party in the Park Event

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 205 To Execute a Payment of Claim with RAPJAC, Inc.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 206-2017 To Execute a Payment of Claim with Maria Anderson in the Amount of \$50,000.00

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 207-2017 To Execute a Payment of Claim with Steven J. Tieman in the Amount of \$130,000.00

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 208-2017 To Authorize the Re-Purchase of 51 William Street at a Private Sale to Juan Pietro Enterprises, Inc.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 209-2017 To Authorize the Re-Purchase of 68 Henry Avenue at Private Sale to Veronica Pabon and Authorizing the Addition of a Grantee

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution 210-2017 NYS Dept. of Environmental Conservation Water Quality Improvement Program Non-Agriculture Non-Intrusive Source Abatement & Control Grant

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Ordinance No. 9 - 2017 Amending Chapter 139 of the Code of Ordinances Entitled "Construction Operations" to Amend the Crane Permitting Process and the Definition of "Construction Operations"

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Ordinance No. 10 -2017 Amending Chapter 172 of the Code of Ordinances of the City of Newburgh to Add New "Article II - Fire Hydrants"

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

NEW BUSINESS

Councilwoman Rayford thought that in their packet on Thursday there was a resolution directing the City Manager to commence the hiring process for the position of Police Chief.

Mayor Kennedy said that the discussion on Thursday was that he has already done that so we didn't need a resolution.

Councilwoman Holmes said that he canvassed and said on record that he is going to interview the two people.

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

OLD BUSINESS

Resolution No. 163-2017; June 12, 2017 - Purchase of 193 N. Miller Street, 195 N. Miller Street, 197 N. Miller Street and 194 Dubois Street

Councilwoman Abrams moved and Councilwoman Mejia seconded to remove the the table.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilwoman Harvey, Councilwoman Mejia, Mayor Kennedy - 5

Nays - Councilwoman Holmes, Councilwoman Rayford - 2

CARRIED

Councilwoman Abrams moved and Councilwoman Mejia seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Kennedy - 5

Nays: Holmes, Rayford-2

Adopted

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams took a tour of our Water Department and recommends that everyone do this. It is unbelievable what is going on over there and what great forward progress is being made. She hopes everyone will come to the Rally on Saturday, July 15th at 11:00 a.m. at the filtration tanks across from Moroney's to protest the Department of Defense who keeps discharging PFOS into our streams which flow into the Hudson River. We have to point the finger in the right direction. Many people are blaming the City for the water problems but it is the United States Department of Defense where Rec Pond is located at the Air National Guard Base. This is a way for us to publicly shame them and hopefully we will get some results so bring signs and your voices from 11:00 a.m. to 12:00 p.m. on Saturday. Some people mentioned things for kids to do here in the City but they left out the Newburgh Rowing Club which also offers Scholarships. They take kids on College tours, help them with their resume' and applications as well as teach them how to swim. Let's get back into the swimming pool at N.F.A. It was once open to the City residents but now it's not and she would like to know why. The Council and the School District should get together to talk about the assets the School District has that they are not sharing with our taxpayers and our students who attend these schools.

Councilwoman Angelo asked if anyone saw the fabulous fireworks display. They did a wonderful job and had a fantastic finale. There was a band there also and thousands of people attended. She is concerned about the ticks this year and reminded everyone that they have to check for them.

Councilman Harvey thanked everyone who supported the Newburgh Free Academy's Excelsior students that traveled to Ecuador. They built brick walls and a roof for a new learning center for students at La Casa Victoria. They also read and did computer coding with the young people there. A lot of those kids don't get a hot meal at home so they make

sure they get a hot meal at the school. It was a great experience and it was a challenge but they were great kids. They are now looking forward to doing some impact community projects in the Fall. He and his constituents are still interested in finding out more about possible rebates for the water contamination so updates would be appreciated.

Councilwoman Holmes thanked everyone for coming out tonight. She also thanked Joe Cortez for working very diligently to make Ward 4 safer.

Councilwoman Mejia thanked everyone for watching online and for coming tonight. She reminded everyone that they will be having a street naming on July 27th at Noon and to be on the look out for dates that the Central Hudson conversations will continue to move forward. She is looking forward to all of the police relation activities that we will be having and wished everyone a safe rest of July.

Councilwoman Rayford thanked everyone for staying tonight as well as those viewing online. She told Councilwoman, Deputy Regina Angelo that they would like to thank her for the many years of service that she rendered to Newburgh by putting our Parades and Festivals together. She wanted to thank her and said she deserves a standing ovation for being on the Council for thirty-eight years. She would like to create a resolution in her honor, if she will accept, to be the person to coordinate our Parades and Festivals for as long as she shall live. Regina is not running for Office this year as she is retiring.

Mayor Kennedy thanked everyone for coming tonight and everyone who has supported her through a difficult time. She will be returning to Mexico this week for further treatment and a check-up so she is continuing with her healing journey.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 10:19 P.M.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 179 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH EN-TECH CORP.
FOR SANITARY SEWER RECONSTRUCTION OF THE WEST TRUNK SEWER
LINE FROM WALSH ROAD TO ROUTE 9W/ROBINSON AVENUE
IN CONNECTION WITH THE
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT NO. 1 IN THE AMOUNT OF \$2,479,171.00**

WHEREAS, the City of Newburgh has duly advertised for bids for sanitary sewer reconstruction of the West Trunk Sewer Line from Walsh Road to Route 9W/Robinson Avenue in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 1; and

WHEREAS, bids have been duly received and opened and EN-TECH Corporation is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for sanitary sewer reconstruction of the West Trunk Sewer Line from Walsh Road to Route 9W/Robinson Avenue in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 1 be and it hereby is awarded to EN-TECH Corporation, for the amount of \$2,479,171.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 180 - 2017

OF

JULY 10, 2017

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH EN-TECH CORP.
FOR SANITARY SEWER RECONSTRUCTION OF THE SOUTH INTERCEPTOR
AND CSO NO. 2 OVERFLOW PIPE IN CONNECTION WITH THE
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT NO. 2 IN THE AMOUNT OF \$1,703,000.00**

WHEREAS, the City of Newburgh has duly advertised for bids for sanitary sewer reconstruction of the South Interceptor and CSO No. 2 Overflow Pipe in connection with the West Trunkline Sewer Corridor Improvements Project- Contract No. 2; and

WHEREAS, bids have been duly received and opened and EN-TECH Corporation is the low bidder; and

WHEREAS, funding for such project shall be derived from the New York State Environmental Facilities Corporation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for sanitary sewer reconstruction in connection with the West Trunkline Sewer Corridor Improvements Project—Contract No. 2 be and it hereby is awarded to EN-TECH Corporation, for the amount of \$1,703,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 181 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING AN AMENDMENT TO THE
LOCAL WATERFRONT REVITALIZATION PROGRAM

WHEREAS, in 1992, the City Council adopted the City's Waterfront Consistency Review Law as Chapter 296 of the City's Code of Ordinances to implement the Local Waterfront Revitalization Program ("LWRP"), which was approved by the State of New York under Article 42 of the New York Executive Law and which contained the City's policies and recommendations, consistent with the coastal management policies of the state, to promote beneficial waterfront development enhanced by or dependent on the City's waterfront resources and in balance with protection of the its natural coastal resources; and

WHEREAS, in 2001, the City Council adopted an update to the 1992 LWRP to incorporate redevelopment initiatives and reflect the then-current land uses, economic, natural, infrastructure, and community service policies as they related to the community's local waterfront revitalization area; and

WHEREAS, in 2007, the City of Newburgh began undertaking amendments to the 2001 City's LWRP, including the preparation of a Harbor Management Plan, which was not completed; and

WHEREAS, the City of Newburgh has undertaken a targeted update to the 2007 draft LWRP to update the existing conditions within the LWRP area to reflect changes experienced in the area since 2007, with the objectives of preserving open space and increasing public access to the waterfront; linking the waterfront to the historic district, Washington's Headquarters and the Broadway commercial area; addressing parking issues on the waterfront by planning for and integrating inter-modal and multi-modal transportation links to the waterfront; identifying contaminated sites in and adjacent to the LWRP area and planning for contaminant remediation; the preparation of a Harbor Management Plan; and

WHEREAS, the City proposes to undertake the local adoption of the LWRP amendment in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, by Resolution No. 19-2017 of January 23, 2017, the City Council of the City of Newburgh declared its intent to assume Lead Agency status, classify the project as a Type I action, proposed to accept as complete a Full Environmental Assessment Form ("EAF") Part 1 and notified involved and interested agencies; and

WHEREAS, by Resolution No. 65-2017 of March 13, 2017, the City Council of the City of Newburgh declared itself Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; adopted Parts 2 and 3 of a Full Environmental Assessment Form; issued a Negative Declaration pursuant to the SEQRA; and submitted the LWRP to the New York State Department of State for 60-day review;

WHEREAS, the City Council of the City of Newburgh wishes to proceed with the local adoption the LWRP Amendment locally; the same being in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Council of the City of Newburgh hereby adopts the Amendment to the Local Waterfront Revitalization Program as provided under Article 42 of the New York State Executive Law.

RESOLUTION NO.: 182 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AMENDED SUB-RECIPIENT AGREEMENT WITH
THE NEWBURGH COMMUNITY LAND BANK FOR THE MANAGEMENT OF
THE DOWNING PARK URBAN FARM PROJECT

WHEREAS, by Resolution No. 57-2015 of March 23, 2015, this Council accepted the City of Newburgh Five Year Consolidated Plan and the Fiscal 2015 Annual Action Plan as amended and authorized staff to submit said Plans to the U.S. Department of Housing and Urban Development; and

WHEREAS, the 2015 Action Plan as modified included an allocation of funding for the Downing Park Greenhouse Improvements Project; and

WHEREAS, by Resolution No. 134-2015 of June 15, 2015, the City Council authorized a sub-recipient agreement with the Newburgh Community Land Bank for the oversight and management of the Downing Park Greenhouse Improvements Project and provided funding in the amount of \$389,500.00 to support staffing of the Downing Park Greenhouse Improvements Project for two and one/half years beginning June 2015 and ending December 31, 2017; and

WHEREAS, the City of Newburgh wishes to amend the sub-recipient agreement with the Newburgh Community Land Bank to include the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm; and increase the management fee at a total cost of \$11,645.00; and

WHEREAS, this Council has determined that approving an amendment to the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amendment to the sub-recipient agreement with the Newburgh Community Land Bank for the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm; and increase the management fee at a total cost of \$11,645.00.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT, entered into this _____ day of _____, 2017

BY AND BETWEEN:

NAME: NEWBURGH COMMUNITY LAND BANK

ADDRESS: P.O. Box 152, Newburgh, NY 12550

FEDERAL EMPLOYER ID #: _____

a Not-for-Profit Corporation established in accordance with the laws of the State of New York hereinafter referred to as the "SUB-GRANTEE", and the CITY OF NEWBURGH, a municipal corporation duly organized under the laws of the State of New York, having its principal office and place of business at 83 Broadway, City Hall, Newburgh, Orange County, New York, hereinafter referred to as "CITY",

WHEREAS, the City is scheduled to receive entitlement funds under the Community Development Block Grant (CDBG) Program from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the City has been duly designated to carry out activities authorized by the Newburgh City Council and HUD; and

WHEREAS, the City and the Newburgh Community Land Bank as Sub-grantee entered into an Agreement to execute a proposal for funding program as detailed in Schedule "A" of the original Agreement with the project budget not to exceed \$389,500 as detailed in Schedule "B" of the original Agreement; and

WHEREAS, the City and the Sub-grantee wish to amend the original Agreement to include the design and execution of a program of container gardening; to implement a farmers' market managed by Common Ground Farm as detailed in Schedule "A" of this Amendment; and increase the management fee for a total project budget increase of \$11,645.00;

NOW, THEREFORE, the City, and the Sub-grantee, for the consideration and under the conditions hereinafter set forth, do agree as follows:

Article I. SCOPE OF SERVICES

- (1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee

will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

(2) The Sub-grantee will continue to maintain adequate office facilities at a suitable location within the designated area and provide essential equipment, supplies and services as needed for the operation of such office. Such office shall provide convenient access and service primarily to existing and prospective residents of the designated area. The office and services to be provided shall be clearly identified with a sign as to being funded, in whole or in part, by the City under the Housing and Community Development Act of 1974. Such office and services provided are intended to provide assistance principally to existing and prospective residents of the City and to carry out those activities authorized under this agreement.

(3) The Sub-grantee shall maintain a complete job description for all full-time personnel to be employed by said agency for the purpose of this Agreement. Such job description shall fully describe the title, minimum education and experience requirements, salary range and benefits, work hours and responsibilities. The Sub-grantee shall also maintain an Affirmative Action Program in accordance with the Equal Employment Opportunity provisions of Article VII.

(4) The Sub-grantee agrees to provide a quantifiable increase in a comprehensive service already being rendered by the Sub-grantee on the date of this agreement and/or the introduction of a new service as set forth in the attached request for funding proposal. Any changes in the scope of services included in this agreement are to be approved by the City Manager of the City.

(5) The Sub-grantee agrees to provide technical support to carry out this service as stated in Article I (4). The administrative requirements set forth in OMB Circular A-110, copies of which are attached and made a part of this agreement, are applicable to this agreement except those sections which are deleted.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a period from June 2015 and ending December 31, 2017.

(2) This contract may be terminated at any time by either party on ten (10) days notice in writing to the other party. This agreement may be terminated for any breach of the agreement or for other reasons herein stated. One cause for termination is failure to achieve the goals and objectives or performance standards for any one month, quarter, or semi-annual period.

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

- (1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.
- (2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

ARTICLE IV. PROGRAM DOCUMENTATION

- (1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.
- (2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.
- (3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

- (1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.
- (2) Total payment under this Contract shall not exceed Three Hundred Eighty-Nine Thousand Five Hundred (\$389,500.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement. The adopted budget of the Sub-grantee is annexed hereto as Schedule- "B".
- (3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

(1) Within thirty (30) days of the execution of this Agreement, and on a monthly basis, thereafter, for the term of this Agreement, the City shall pay, and the Sub-grantee agrees to accept as full compensation for such services and in conformity with the approved budget attached hereto, the following amounts under this Agreement:

- (a) For the first month and for each succeeding monthly period, payments will be made based upon vouchers submitted which reflect actual authorized expenses per budget for the period and contain documentation for all expenditures. Vouchers documenting expenditures for the billing period must be submitted on or before the 15th of the month. In no event shall such expenditures exceed unless prior written approval of the excess expenditure of funds is obtained from the City Manager of the City.
- (b) Payment for services shall cease upon termination of the contract or upon the payment of the amount stated in Article V above, whichever occurs first. All payments for services are to be made from CDBG funds. Neither the City shall be obligated by this agreement to make any payments from the General Fund or any other funds.

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

(1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.

(2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

(3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.

(4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

The Sub-grantee represents that its rights, obligations and duties under this Agreement shall not be assigned, in whole or in part, without prior written approval of the City Manager of the City.

ARTICLE IX. RECORDS AND REPORTS

(1) The Sub-grantee shall maintain accounts and records, including personnel, property and financial records, adequate to identify the account for all costs pertaining to its performance under this Agreement, and such other records as may be deemed necessary by the Sub-grantee, the City, and/or HUD to assure proper accounting for project funds, both Federal and non-Federal shares. The Sub-grantee agrees that such records shall be open for inspection by any authorized representative of the City, or its assignee under this Agreement.

(2) The Sub-grantee shall submit a report to the City identifying prescribed activities funded under this Agreement. This report will be submitted with the monthly, quarterly, or semi-annual voucher and will be the format as prescribed in Attachment "1" or in such other form agreed as may be required by the City Manager of the City.

ARTICLE X. AUDITS

(1) Certified yearly audits made by a Certified Public Accountant shall be submitted to the City for review within three (3) months of the end of each year of this agreement. If the Sub-grantee is a governmental unit or agency, it will comply with Single Audit regulations and will file the audit in the main office of the governmental unit.

(2) The Sub-grantee shall maintain records of all details with respect to work and services to be performed under this Agreement and income, expenses, liabilities and assets. These records will be made available for audit purposes in accordance with OMB Circular A-133 to the City, HUD or the Comptroller General of the United States or any authorized representative and will be retained for such periods of time as may be required by Federal, State and local statutes, but in any event, not less than three (3) years.

ARTICLE XI. CONFIDENTIALITY

With the exception of specific identifiers, such as individual names of persons and addresses, all reports, information, data, etc., prepared or assembled by the Sub-grantee in performing the services set forth in the funding proposal and pursuant to this Agreement, are public documents. The Sub-grantee hereby agrees that they shall be available to any individual, organization or corporation in accordance with the Freedom of Information Act of the State of New York.

ARTICLE XII. FACILITIES AND PERSONNEL

The Sub-grantee represents that it has and shall continue to have proper facilities and personnel to perform the work and services agreed to be performed hereunder. The Sub-grantee further represents that it will terminate and dismiss from further performance of work and services under this agreement any officer, employee, agent, sub-contractor or other person upon a finding, based upon procedures which provide the process to the individual and to the Sub-grantee by the City that such officer, employee, agent sub-contractor or other personnel of the contractor is incompetent to perform such services under this Agreement and that it will replace such officer, employee, agent, sub-contractor or other such personnel as the City reasonably finds necessary for the Sub-grantee to replace to meet its obligations under this Agreement. It is expressly understood that nothing in the Article shall relieve the Sub-grantee from meeting its obligations under the terms and conditions of this Agreement.

ARTICLE XIII. INTEREST OF CORPORATION, ITS OFFICERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS

(1) The Sub-grantee hereby agrees that it presently has no interest and shall not acquire any interest, direct or indirect, in the area which would conflict in any manner or degree with the performance of its obligations under this Agreement.

(2) The Sub-grantee further agrees that it shall fully disclose, in writing to the City, upon execution of this Agreement and as such becomes known to it, any conflicting interest held by any of its directors or officers, or any of its paid employees, agents or sub-contractors or by any close relative of such persons.

(3) The City shall have the right to publicly disclose any disclosures made to it under this Agreement.

ARTICLE XIV. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEE THE CITY; MEMBERS OF THE COMMON COUNCIL, OR OTHER PUBLIC OFFICIALS

(1) No member, officer or employee of the City or its designees or agents, no member of the Common Council of the City of Newburgh, New York and no other public official of the City, its Departments or of any other public agencies which exercise any functions or responsibilities with respect to the Community Development Block Grant Program, during his/her tenure in office or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this Agreement.

(2) The Sub-grantee shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest as prohibited by this Article.

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member or delegate of the Congress of the United States, or other federal officials, shall be permitted to any share or part of this Agreement or to any benefit to arise from the same.

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

The Sub-grantee represents that it has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, bonus or any other compensation in connection with the procurement of the Agreement.

ARTICLE XVII. CHANGES AND MODIFICATIONS

The City, at any time by written notice to and with the written agreement of the Sub-grantee, may modify the scope or quantity of services and work to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Sub-grantee or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to the Sub-grantee or for the time and performance of the services, or for both, as may be agreed upon by the parties in writing.

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

(1) In the event of termination as herein provided, any completed reports prepared by the Sub-grantee under this Agreement and any material gathered in the preparation of reports under this Agreement, whether such reports are completed or not, shall become the property of the City/THE CITY and shall be submitted to it.

(2) In the event of termination, the Sub-grantee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. However, if termination is affected by the City because of default or breach on the part of the Sub-grantee, the City may withhold from any payments due the Sub-grantee for the purpose of set-off, such amount as the City reasonably determines to be the damages due it by the Sub-grantee.

ARTICLE XIX. INDEMNIFICATION

(1) The Sub-grantee hereby assumes entire responsibility for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties, and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act, or failure to act, of the Sub-grantee or its agents, sub-contractors, servants or employees.

(2) If any person shall make a claim for any damage or injury (including death resulting therefrom) as described above, the Sub-grantee hereby agrees to save harmless the City from and against any and all loss, expense, damage or injury whatsoever.

THE FOLLOWING INDEMNIFICATION CONDITIONS DO NOT APPLY TO UNITS OF GOVERNMENT OR GOVERNMENTAL AGENCIES SUCH AS ORANGE COUNTY OR NEW YORK STATE.

(3) The City hereby assumes entire responsibility and liability for which it would otherwise be legally responsible for any and all damage or injury of any kind, name or nature (including death resulting therefrom) to all persons, including third parties and for all property damage when such personal and/or property damage is caused by, results from, arises out of or occurs in connection with any act or failure to act of the City or its agents, sub-contractors or employees (except the City shall be responsible for the acts of the Sub-grantee, its agents and employees).

(4) The Sub-grantee shall procure and maintain at its own expense until final completion of this Contract, insurance which must name the City of Newburgh, named insured for liability for damages imposed by law of the kinds and in the amounts hereinafter stated, in an accredited insurance company as may be approved by the City Manager.

Certificates of Insurance acceptable to the City shall be filed with the City. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the City as evidenced by Return Receipt of Registered or Certified letter. Renewal Certificates covering renewal of all policies expiring during the life of the Contract shall be filed with the City not less than thirty (30) days before the expiration of such policies.

(A) The Sub-grantee shall provide Worker's Compensation Insurance, if it has employees, in accordance with the statutes of the State of New York.

(B) The Sub-grantee shall carry Liability and Property Damage Insurance with limits of not less than:

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by

certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

To the City: City Manager
Executive Office
83 Broadway,
Newburgh, NY 12550

With a copy to: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh NY 12550

To the Sub-grantee: Executive Director
Newburgh Community Land Bank
P.O. Box 152
Newburgh, NY 12550

IN WITNESS WHEREOF, the Sub-grantee, City have executed this Agreement the day and year herein mentioned.

SUB-GRANTEE

NEWBURGH COMMUNITY LAND BANK

By_____

Title_____

Date: _____

CITY OF NEWBURGH

By_____

Michael G. Ciaravino
City Manager
Per Res. No.

Date_____

APPROVED AS TO FORM BY:

APPROVED BY:

Corporation Counsel

Comptroller



May 8, 2017

City of Newburgh
83 Broadway
Newburgh, NY 12550

Please find enclosed Common Ground Farm's proposal to be appointed steward of the Downing Park Farmers' Market. Common Ground Farm would like to begin stewardship in July 2017. Common Ground Farm respectfully requests funding of \$5,145.00 from the City of Newburgh by June 15th to launch its first season of the Downing Park Farmers' Market.

We have been very interested in expanding programs to Newburgh, and were made aware that the Downing Park Farmers' Market would not be hosted by the Downing Park Planning Committee as it had been in years' past. Kristy Apostolides suggested we connect with others involved in Newburgh markets to discuss how we could help the market flourish.

Established in 2001, Common Ground Farm is a non-profit organization in Beacon, NY. Currently, we steward the Beacon Farmers' Market, where we expanded market attendance, accessibility, and vendor participation since managing the market in 2016. This experience combined with our extensive community partnerships, relationships, and food justice program offerings, make Common Ground Farm a natural match for managing the Downing Park Farmers' Market.

The opportunity to provide residents of Newburgh with affordable, healthy produce and a community gathering place in the beautiful and historic Downing Park is one we take seriously, and we intend to create a self-sustaining market that is responsive to community needs.

We look forward to speaking in more detail and moving this initiative forward. Please reach out via phone or email to: Corinne McKenna, corinne@commongroundfarm.org with questions or comments.

Respectfully Submitted,

Common Ground Farm

Get Involved!

PO Box 148 Beacon, NY 12508 /// (845) 231-4424

www.commongroundfarm.org

Proposal

Downing Park Farmers' Market Newburgh, NY



Prepared by:
Common Ground Farm

Sara Sylvester, Beacon Farmers' Market Manager
market@commongroundfarm.org

Sarah Simon, Farm Director
Sarah@commongroundfarm.org

Corinne McKenna, Administrative Manager
corinne@commongroundfarm.org

May 2017

COMMON GROUND FARM

Common Ground Farm's mission is to serve our community as a model for food justice and education for people of all ages and incomes. We are a 501(c)3 non-profit growing fresh produce for food justice partnerships, farm-based education programs, and our Hudson Valley community on land at Stony Kill Farm Environmental Education Center in Wappingers Falls, NY.

Our farmers and educators are dedicated to ensuring our programs are accessible to all. Common Ground Farm donates fresh produce to people in need through local food pantries, soup kitchens, and other emergency food programs in and around Beacon.

In 2016, Common Ground Farm began managing the Beacon Farmers' Market and processes SNAP / EBT payments. In addition, Common Ground Farm has partnered with Green Teen Community Gardening Program of Cornell Cooperative Extension to host "Common Greens", a mobile farmers market that brings reduced-price, fresh & local produce to low-income neighborhoods in Beacon throughout the summer.

Common Ground Farm & The Downing Park Farmers' Market

We have thoroughly enjoyed managing these markets in Beacon, and would like to bring our knowledge and experience in market management to Newburgh. We believe Common Ground Farm is uniquely suited to the task due to our mission and farmers' market management experience, and we believe that, like Beacon, Newburgh has the size and engaged population to support a significant farmers' market.

In 2017, Common Ground Farm is also working with Affinity Health Plan to pilot a pop-up mobile market at two locations in Newburgh. CGF will be the sole vendor at these vegetable/health-oriented markets, and we feel that this market will work to complement a larger weekend multi-vendor market by appealing to all sectors of the population, similarly to how our 'Common Greens' mobile market and the Sunday Farmers' Market complement each other in Beacon. We hope these markets will make a positive impact on community health in Newburgh.

VISION AND GOALS

The ultimate goal of the market is to create a self-sufficient and profitable market that attracts a wide array of residents from the City of Newburgh and the surrounding Hudson Valley on a regular basis.

The first two years of operation will be dedicated to establishing a foundation of strong vendor relationships, professional management, building attendance, and incorporating specific wants and needs of the Newburgh community.

The purpose is to support the residents and City of Newburgh by providing a high-quality market and programming accessible to everyone, regardless of age, race, or income.

Other goals include:

- **Providing a compelling reason for locals and tourists alike to travel further into the City of Newburgh to eat and shop.** Our goal is to foster a community and culture around food and farming. We plan for this market to be a fun, resident-oriented event that will highlight Newburgh's beauty, thriving businesses, and vibrant food community. By hosting a thriving market, residents and visitors would be able to enjoy the historic treasure of Downing Park on a more regular basis. "Historically the center-pieces of urban planning, markets provide a space to purchase fresh, affordable products that reflect the diversity of a community and region. Furthermore, the very nature of the buying and selling process creates a level of socialization non-existent at a regular supermarket, transforming farmers markets from just another place to buy food to an engine for community life." (Project for Public Spaces)
- **Making fresh produce available to residents in the heart of the City of Newburgh.** The Downing Park Farmers' Market intends to provide an array of fresh fruit, vegetable, and prepared food vendors at a regular date and time to serve the many in the community who are unable to patronize existing fresh produce markets due to lack of transportation or market times.

HOW

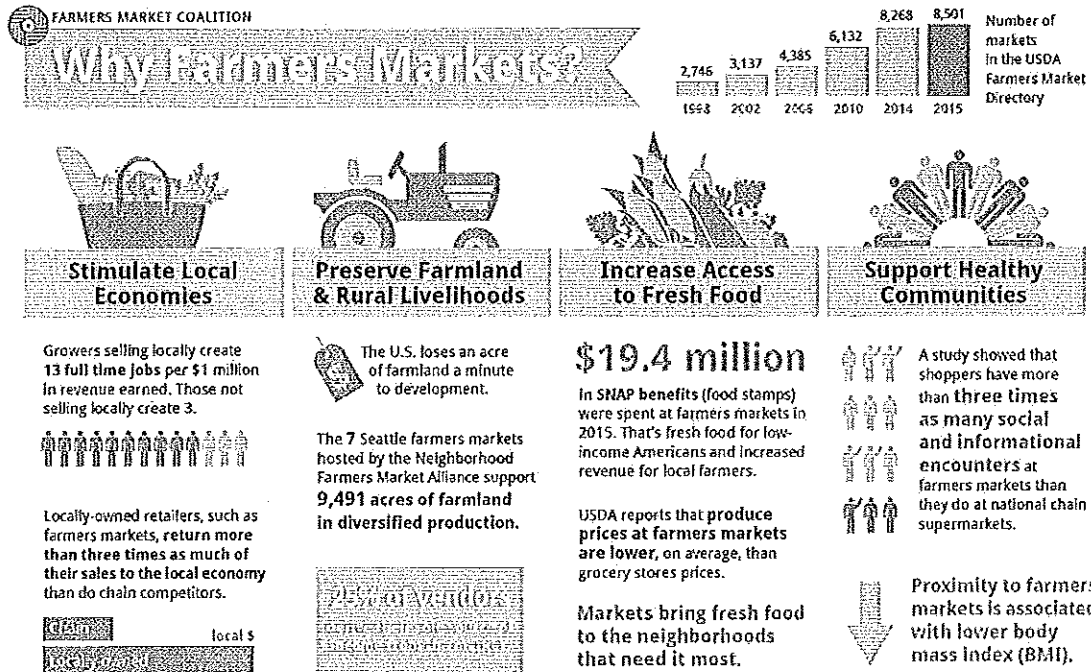
Vibrant local space

To accomplish this, we plan to attract a critical mass of vendors and customers and to eventually incorporate entertainment and educational events into the market that will be a draw for all ages. We will reach out to local businesses, artists, and musicians to partner on entertainment, and, as a non-Newburgh based organization, we will prioritize bringing in key partners in the City of Newburgh early in the planning process to share ideas and develop programming.

Affordability

Common Ground Farm plans to employ a double-up "Greens for Greens" program which is already active at our Beacon Farmers' Market. The program allows customers who use WIC, FMNP, SNAP / EBT benefits to double the value of their benefits when purchasing fresh fruit and vegetables. Special attention will be given to educating consumers on the acceptance of food assistance program benefits and programs at the market; FMNP and WIC/FMNP are *only* accepted at farmers' markets, so many recipients lacking transportation to other area markets would now have a new outlet to receive the full benefit of their food assistance. In addition to benefiting community members, these programs would also offer a huge incentive for farmers to join the Downing Park Farmers' Market, as they would be receiving money that wouldn't otherwise be spent at the farmers' market.

Common Ground Farm: Downing Park Farmers' Market Proposal



DOWNING PARK FARMERS' MARKET DETAILS

Date & Location

Downing Park, Newburgh, NY

Saturdays, 10AM - 3PM

We would like the market to bring people into the park and use the comfort station and other amenities the park has to offer. We believe a location at the corner of Carpenter Ave and 3rd Street would be effective in terms of ease of access, visibility, amenities, and aesthetics. We also feel that moving the market to a weekend date will enable more residents who work during the week to attend the market, and will attract tourists, as well as complementing Newburgh's Last Saturday events once per month.

Size

In the initial year of the markets' relaunch, 2017, we intend to host seven vendors at the market, with a focus on fresh fruits & vegetables and locally produced eggs, honey, cheese, etc. We feel we can successfully leverage relationships in the farmers' market and agricultural community in Hudson Valley to attract quality vendors. Year two and three will see 20% - 30% growth in market size and vendor diversity year over year.

Ownership

Market Sponsor: Downing Park Planning Committee

Market Management: Common Ground Farm

Marketing Strategy

We intend to communicate the markets' programs and services to all members of the community by choosing a myriad of outlets including local schools, businesses, industries, and gathering places throughout the city. Common Ground Farm has many existing organizational partners within Beacon including Hudson Valley Seed, Cornell Cooperative Extension, food pantries, municipal government, and Beacon City Schools

Throughout Newburgh, we will utilize existing resources in the City including the Orange County Department of Health, Cornell Cooperative Extension, Downing Park Urban Farm, and the United Way of Dutchess-Orange to help us attract patrons to the market. Spanish marketing materials will also be distributed widely.

Outlets and marketing materials will include:

- Social Media (Facebook, Instagram)
- Postcards
- Fliers in businesses
- Signs around Newburgh Streets
- Press (Digital and Print)
- Personal calls & emails to existing and previous Beacon Farmers' Market Vendors

Analysis**Strengths**

- Beautiful location with amenities
- High visibility opportunities
- Previously existing market
- Change to a weekend date
- Common Ground Farm and Beacon Farmers' Market could leverage relationships with farmers and other vendors currently selling at Beacon Farmers' Market.

Weaknesses

- Existence of other markets and food access locations in Newburgh
- Selling vegetables and other products at a higher rate than many other markets in Newburgh could dissuade some customers.
- Previous vendors accustomed to no rental fees.

Threats

- Limited budget for operations and advertising.
- Need to secure enough paying vendors for the market to sustain itself in future years

Impact Measurement

In an effort to increase effectiveness of marketing and market services, we will conduct customer counts twice throughout the season, collect vendor data and feedback by distributing a short survey at the end of the season, and distribute a local business survey at the end of the market season. A summary of these efforts will be provided to the City of Newburgh as requested.

The aforementioned "Greens for Greens" program could also be effectively used to evaluate our marketing strategy, as coupon distribution and redemption patterns at the market can be easily tracked.

Management***Senior Market Manager / Mentor***

Duties: Leverages vendor relationships, seeks sponsorships and business partnerships, coordinates market programming, marketing, promotion, trains, oversees, and mentors market manager. Check-in with market manager at least 1 hour / week and on-site when possible.

Market Manager

Duties: The market manager will be a new hire. We would like to work with a Newburgh resident who will be on-site for market day, handles SNAP/EBT transactions, and throughout season will become more involved in vendor relations, business partnerships and weekly market operations. As the market grows, the Market Manager will receive expanded duties and compensated hours to grow market programming and community outreach.

Administrator

Process income and expenses including SNAP/EBT expenses, and aid in ascertaining business sponsorships, grants, and advertisement.

Dates & Frequency

12 Weeks

July 9 - October 8

Saturdays: 10AM - 3PM

Initial Support Needed

While our goal is to make the market a self-sustaining enterprise, some initial seed money will be necessary for operations to launch in the first year of operation.

In addition to initial support funding provided by the City of Newburgh, we would seek program sponsorship from private businesses in year 1 for value-added programming such as music, crafts, and workshops, and will seek business sponsorship for both general operations and value-added programming in year 2 and 3.

Operational Budgets

YEAR 1	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (8 hr/week @\$15/hr)	\$1,440
Vendor Enrollment & Market Logistics (15 hours @ \$20/hr)	\$300
Market Manager Identification (10 hours @ \$20/hr)	\$200
Market Manager Training (5 hours @ \$20/hr)	\$100
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$200
Website Domain & Hosting	\$225
Creation of Marketing Materials (10 hours @\$20/hr)	\$200
Subtotal expenses	\$5,145

YEAR 2	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (12 hr/week @\$15/hr)	\$2,160
Vendor Enrollment & Market Logistics (10 hours @ \$20/hr)	\$200
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$300
Website Domain & Hosting	\$225
Music (12 weeks @ \$100 per week)	\$1,200
Creation of Marketing Materials (5 hours @\$20/hr)	\$100
Subtotal expenses	\$6,665
Market Income	
Rent revenue - summer (10 tents, 12 weeks @ \$15/tent)	\$1,800
Subtotal Revenue	\$1,800

Operational Budgets, cont.

YEAR 3	12 Weeks
Market Manager Expenses	Projected Totals
Senior Market Manager salary (5 hr/week @\$20/hr)	\$1,200
Market Manager salary (15 hr/week @\$15/hr)	\$2,700
Vendor Enrollment & Market Logistics (10 hours @ \$20/hr)	\$200
Administration & Bookkeeping (2 hr/week @\$20/hr)	\$480
Supplies (table, tent, administrative)	\$500
Marketing:	
Signs (3 @\$100)	\$300
Fliers & Event Postcards	\$300
Website Domain & Hosting	\$225
Music (12 weeks @ \$100 per week)	\$1,200
Creation of Marketing Materials (5 hours @\$20/hr)	\$100
Subtotal expenses	\$7,205
Market Income	
Application fee (@\$10/vendor, 25 estimated vendors)	\$250
Rent revenue - summer (10 tents, 12 weeks @ 25/tent)	\$3,000
Subtotal Revenue	\$3,250

Next Steps

- Securing initial investment
- Amending appropriate insurance policies.
- Approaching vendors and distributing / processing applications
- Hiring Market Manager
- Recruiting any necessary volunteers; forming market committee
- Publicizing re-launch of market to public in Newburgh and beyond

Thank you for your time & consideration.

Get Involved!

PO Box 148 Beacon, NY 12508 /// (845) 231-4424

www.commongroundfarm.org

RESOLUTION NO.: 183 - 2017

OF

JULY 10, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 44 JOHNES STREET, UNIT 211-J (SECTION 58, BLOCK 1, LOT 1-21)
AT PRIVATE SALE TO PAUL KAHN FOR THE AMOUNT OF \$27,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 44 Johnes Street, Unit 211-J being more accurately described as Section 58, Block 1, Lot 1-21 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before October 13, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Johnes Street, Unit 211-J	58 - 1 - 1-21	Paul Kahn	\$27,500.00

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

Terms and Conditions of Sale
44 Johnes Street, Unit 211-J, City of Newburgh
(58-1-1.-21)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before October 13, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, water and sanitation charges, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not

convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. 184 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 1 LINCOLN TERRACE (SECTION 21, BLOCK 4, LOT 7)
SOLD AT PRIVATE SALE TO VICTORIA GALLO

WHEREAS, by Resolution No.: 212-2016 of August 8, 2016, the Council of the City of Newburgh, New York, authorized the sale of 1 Lincoln Terrace (Section 21, Block 4, Lot 7) to Victoria Gallo; and

WHEREAS, by Resolution No.: 334-2016 of December 12, 2016, the Council of the City of Newburgh, New York, authorized an extension of time to close until February 28, 2017 to resolve outstanding title issues in order for the purchaser to secure a standard form policy of title insurance; and

WHEREAS, by Resolution No.: 62-2017 of March 13, 2017, the Council of the City of Newburgh, New York authorized an extension of time to close until June 28, 2017 to complete the resolution of outstanding title issues in order for the purchaser to secure a standard form policy of title insurance;

WHEREAS, the title issues have been resolved and a short extension of time is required to complete the closing of title; and

WHEREAS, this Council has determined that granting a further extension 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 an extension of time to close title for the property located at 1 Lincoln Terrace (Section 21, Block 4, Lot 7) is hereby authorized until August 31, 2017.

RESOLUTION NO.: 185-2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING A SATISFACTION OF MORTGAGE FROM 156 THIRD STREET LLC TO THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY, A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO NEIGHBORS UNITED FOR JUSTICE IN HOUSING, AND A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO 156 THIRD STREET LLC, ALL TO THE PREMISES KNOWN AS 154 THIRD STREET (f/k/a 156 THIRD STREET) (SECTION 18, BLOCK 10, LOT 10)

WHEREAS, on July 23, 1999, 156 Third Street LLC granted a mortgage to Newburgh Community Development Agency; and

WHEREAS, on November 15, 2001, said mortgage was assigned to the City of Newburgh; and

WHEREAS, on July 3, 2017, said mortgage was paid in full; and

WHEREAS, on November 6, 1992, the City of Newburgh conveyed property located at 154 Third Street (f/k/a 156 Third Street), being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 10, to Neighbors United for Justice in Housing; and

WHEREAS, on February 26, 1998, the City of Newburgh took back title to the property in a tax foreclosure sale; and

WHEREAS, on March 30, 1999, the City of Newburgh conveyed the property to 156 Third Street LLC; and

WHEREAS, The Brotherhood of Saint Joseph, by their attorney, has requested a release of the restrictive covenants contained in the deeds from the City of Newburgh to Neighbors United for Justice in Housing and from the City of Newburgh to 156 Third Street LLC; and

WHEREAS, the statute of limitations for enforcing the deed covenants contained in the 1992 deed from the City of Newburgh to Neighbors United for Justice in Housing and the 1999 deed from the City of Newburgh to 156 Third Street LLC have both expired; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development that such release be granted; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a Satisfaction of Mortgage and a release of restrictive covenants contained in the aforementioned deeds in substantially the same form as annexed hereto and made a part of this resolution.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

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

MORTGAGE bearing the date of July 23, 1999, made by 156 Third Street LLC to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$10,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 28, 1999 in Liber 7344 at page 314; and further described in Assignment and Assumption of Mortgage Without Covenant from the Newburgh Community Development Agency formerly known as the Newburgh Urban Renewal Agency to the City of Newburgh, dated November 15, 2010 and recording in the Orange County Clerk's Office on November 22, 2010, in Liber 13085 at page 869, and

which mortgage has not been further assigned of record.

Dated: _____, 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 _____, 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:

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 154 Third Street (f/k/a 156 Third Street), Section 18, Block 10, Lot 10, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated March 30, 1999, from the CITY OF NEWBURGH to 156 THIRD STREET LLC, recorded in the Orange County Clerk's Office in Liber 5032 of Deeds at Page 250 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2017

THE CITY OF NEWBURGH

By:

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

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 154 Third Street (f/k/a 156 Third Street), Section 18, Block 10, Lot 10, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1 and 2 in a deed dated November 6, 1992, from the CITY OF NEWBURGH to NEIGHBORS UNITED FOR JUSTICE IN HOUSING, recorded in the Orange County Clerk's Office in Liber 3792 of Deeds at Page 89 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

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

RESOLUTION NO.: 186 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH THE 2017 CONSOLIDATED FUNDING APPLICATION IN AN AMOUNT NOT TO EXCEED \$270,000.00 WITH A FIFTEEN PERCENT MATCH FOR FINAL DESIGN AND PERMITTING FOR THE RECONSTRUCTION OF THE NEWBURGH LANDING DOCK

WHEREAS, the City of Newburgh has undertaken the reconstruction of the Newburgh Landing Dock; and

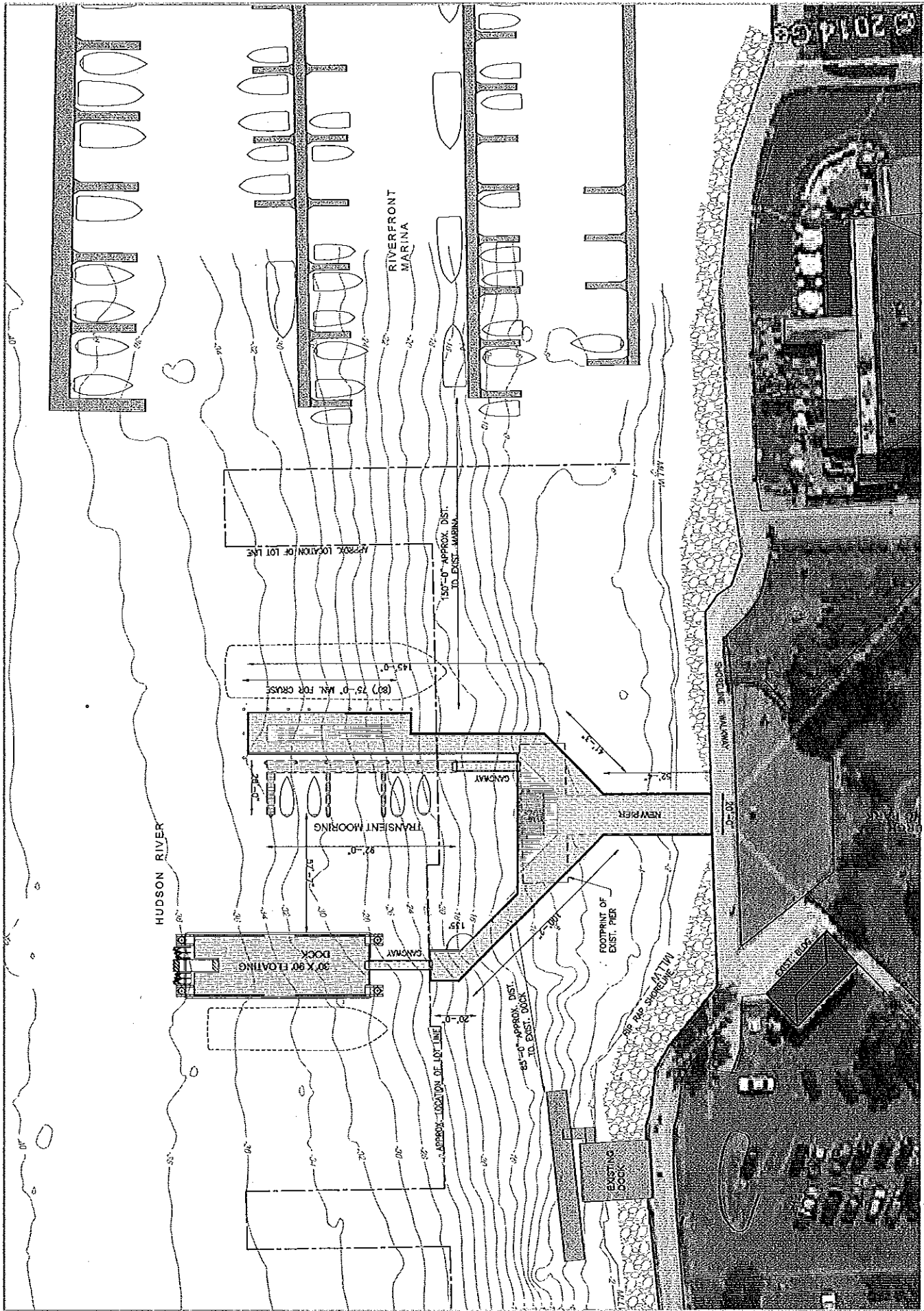
WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program (LWR Program) provides grants on a competitive basis to eligible villages, towns, cities, and located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning; and

WHEREAS, the City of Newburgh is a qualified applicant under this LWR Program and is eligible for a 15 percent match; and

WHEREAS, the City of Newburgh has completed a number of development tasks for the reconstruction of the Newburgh Landing Dock and is seeking funding for the final design and permitting phase of the project which has a total cost of \$270,000.00; and

WHEREAS, the City has identified the LWR Program for funding to complete the final design and permitting phase of the reconstruction project with the match to be derived from the 2018 Budget or other funding sources; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

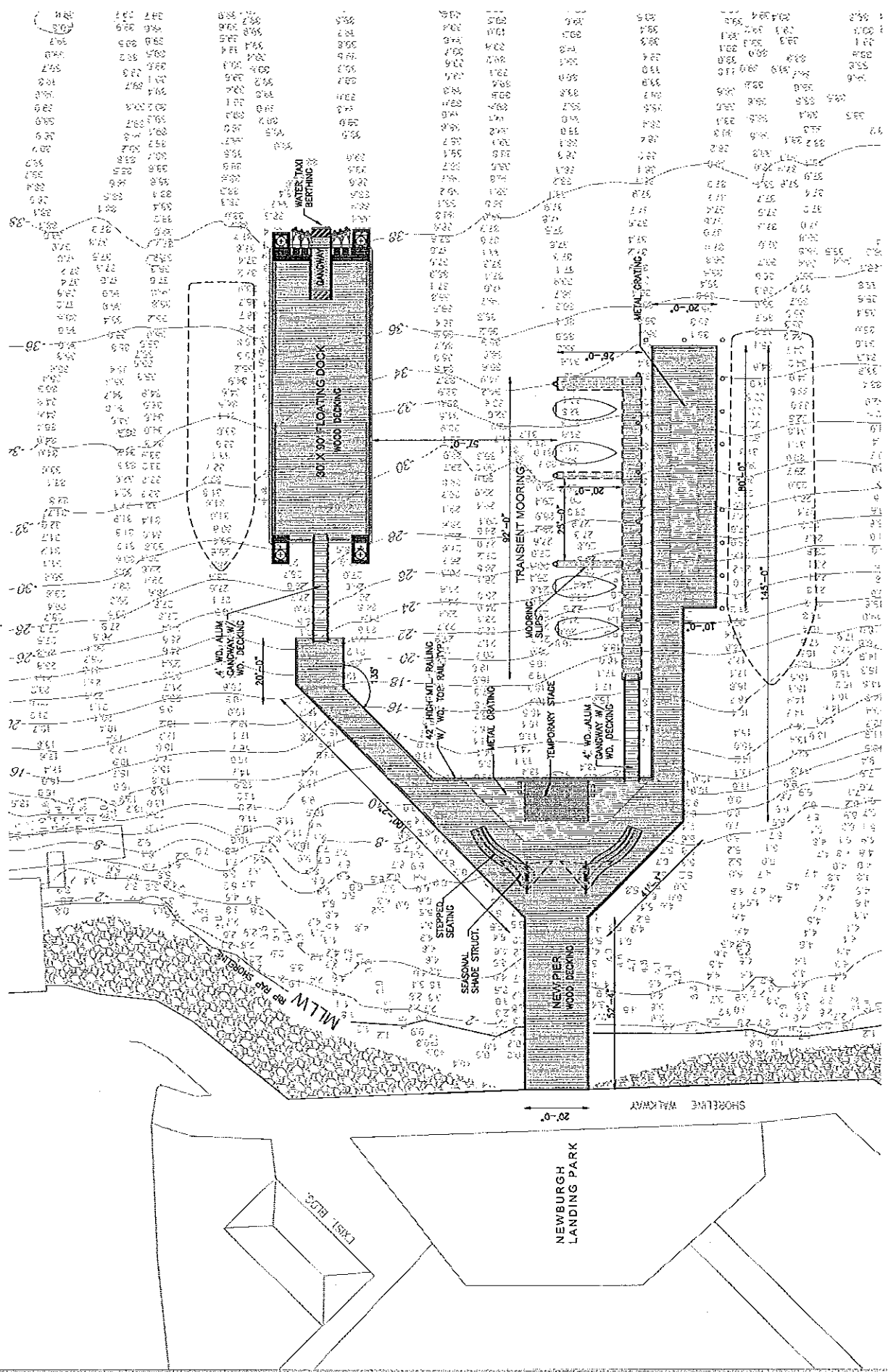


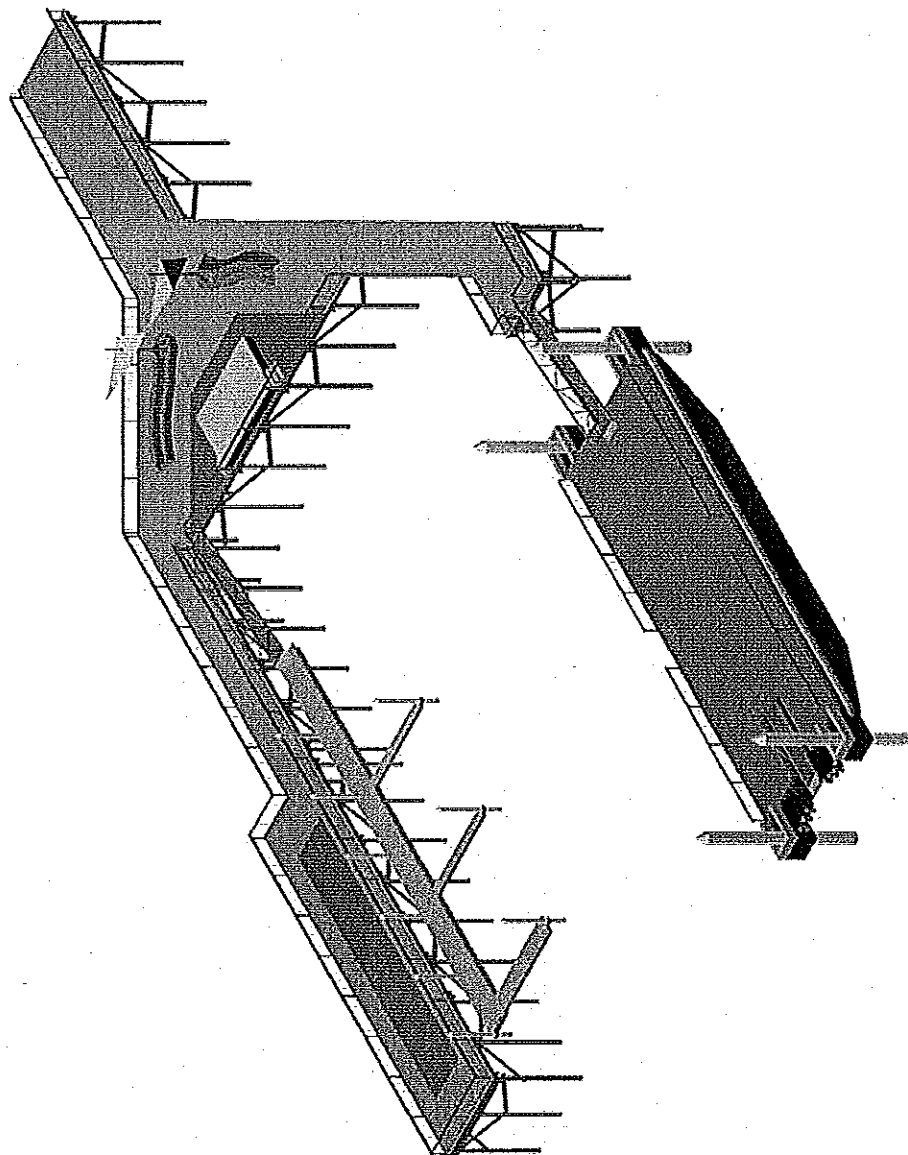


7.22.2015

NEWBURGH LANDING PIER - DOCK PLAN

edward m. weinstein
ARCHITECTURE - PLANNING PC
14101A, WOOD LAKE, NEW YORK 11793



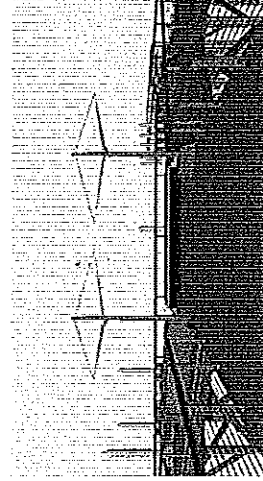
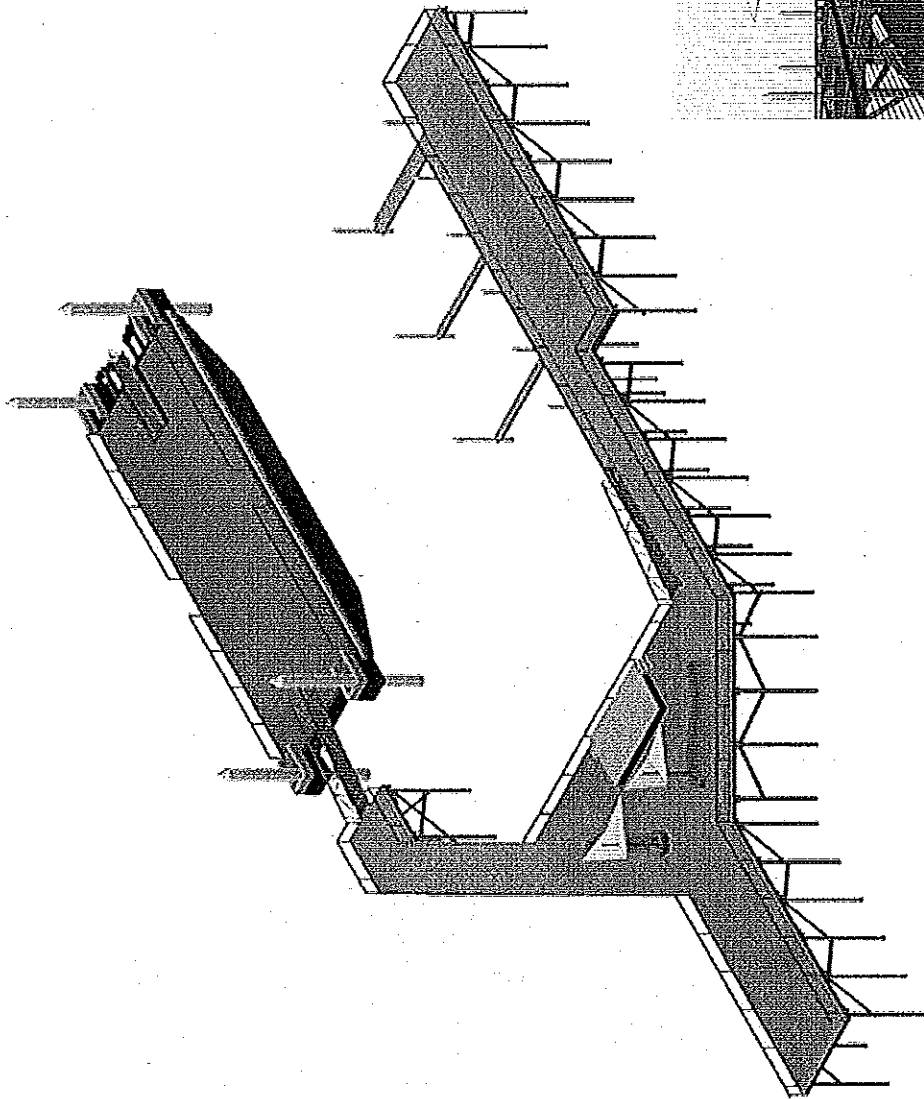


DWG. NUMBER

3

NEWBURGH LANDING PIER - NE ISOMETRIC VIEW 7.22.15

edward m. weinstein
ARCHITECTURE - PLANNING PC
16 West 42nd Street, 14th Floor, New York, NY 10018

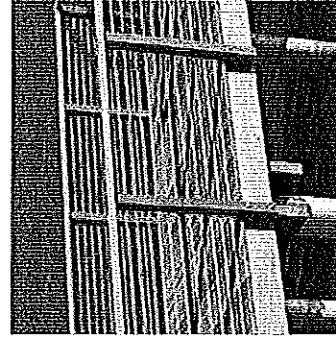
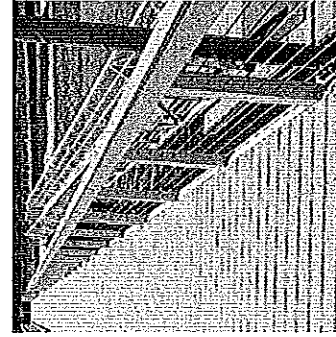
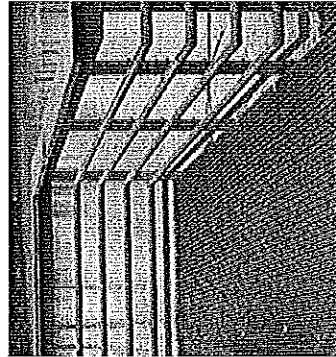
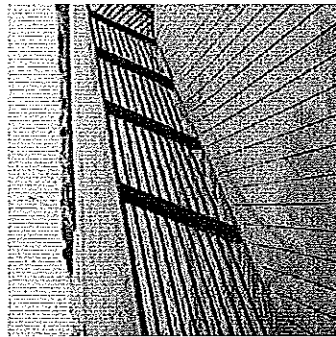
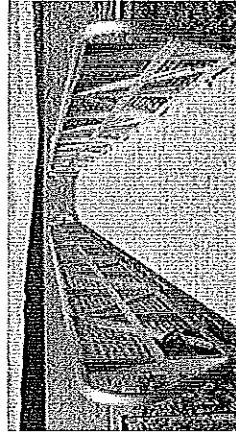
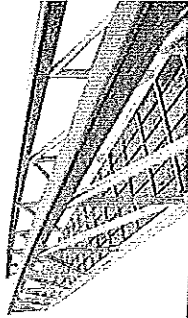
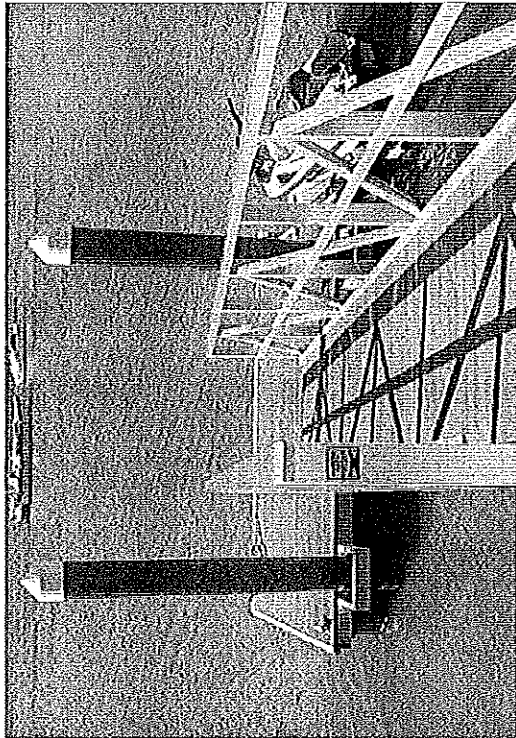


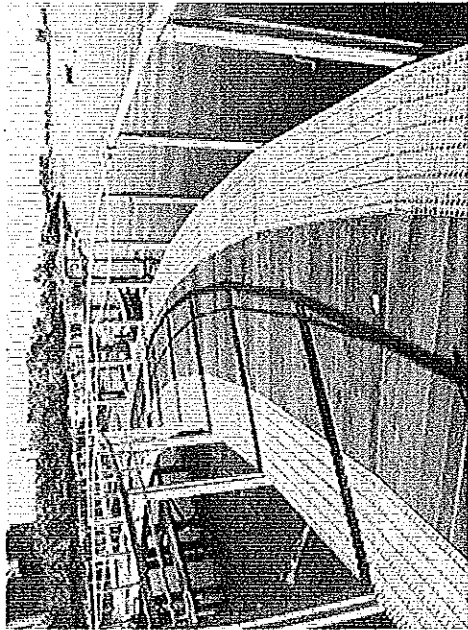
DWG. TUNSEP

4

NEWBURGH LANDING PIER - SW ISOMETRIC VIEW 7.22.15

edward m. weinstein
ARCHITECTURE - PLANNING PC
1435 N. 3rd St., Hoboken, NJ 07030

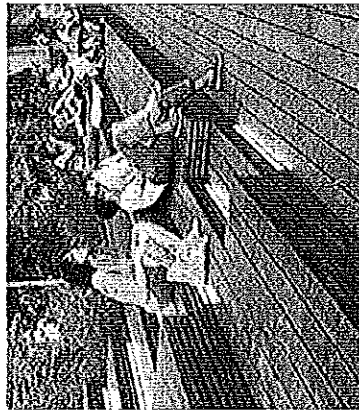




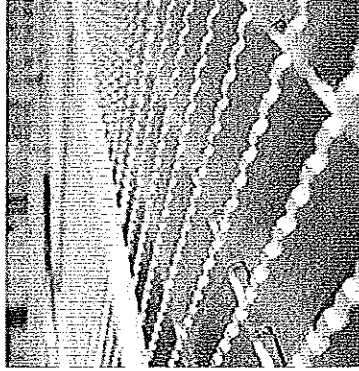
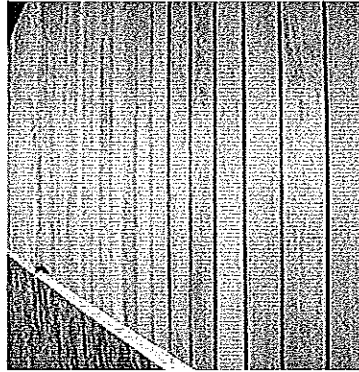
COMBINATION OF WOOD DECKING AND METAL GRATING

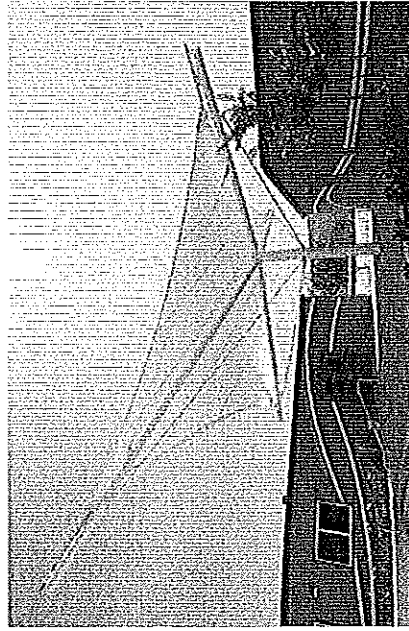
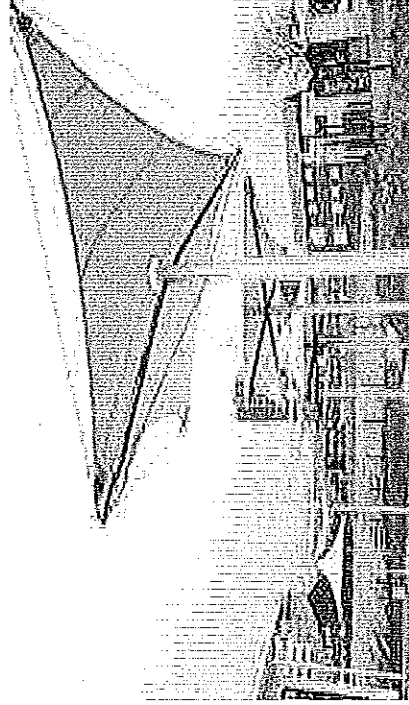
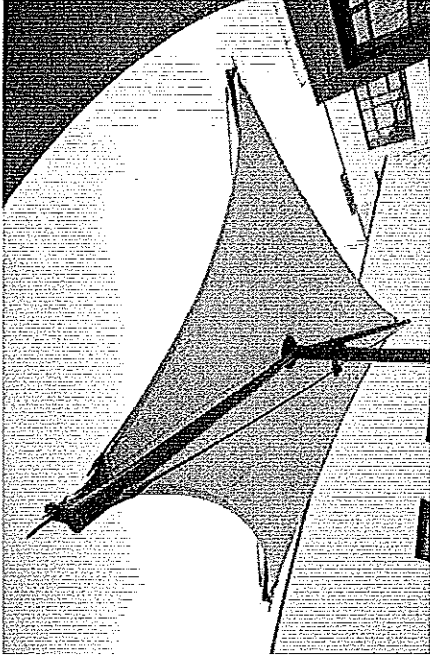


COMBINATION OF WOOD DECKING AND METAL GRATING



CONTINUOUS WOOD STEPPED SEATING





DWG. NUMBER

6

NEWBURGH LANDING PIER - EXAMPLES SHADE STRUCTURES 7.22.15

edward m. weinstein
 ARCHITECTURE + PLANNING PC
 11 MYRTLE STREET, NEWBURGH, NY 10959

Waterfront Revitalization

Department of State - Local Waterfront Revitalization Program

Funding Available: Up to \$15.2 million

Description:

The Department of State's (Department) Local Waterfront Revitalization Program provides grants on a competitive basis to eligible villages, towns, cities, and counties (with the consent and on behalf of one or more villages, towns, cities) located along New York's coasts or designated inland waterways to revitalize communities and waterfronts through planning, design, and construction projects, with design and construction tied to prior planning (must have an approved Local Waterfront Revitalization Program or relevant component substantially completed). Construction projects also must be on public property, or where a permanent public interest, such as conservation easement, has been established. This is a reimbursement program.

State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

Eligible Types of Applicants:

Eligible applicants are villages, towns, or cities, and counties (with the consent and on behalf of one or more towns, villages, or cities) which are located along New York's coasts or inland waterways designated pursuant to Executive Law, Article 42. A list of coastal water bodies and designated inland waterways is available at <http://www.dos.ny.gov/funding/>. Applicants may also partner with other organizations; however, only applications from eligible applicants will be evaluated for funding. If successful, all applicable procurement requirements must be met for such partnerships. Applications submitted by not-for-profit organizations (including, but not limited to, community-based organizations, neighborhood groups) and for-profit organizations are ineligible and will not be scored.

Eligible applicants working in partnership with neighboring municipalities to address regional land use, waterfront revitalization, community development, and resource and/or environmental issues or opportunities are encouraged to apply. Only the municipality identified as the applicant (one village, town, or city, or a county with the consent and on behalf of one or more villages, towns, cities) will be awarded a contract.

- For general planning needed to advance any of the eligible activities listed below, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities located along New York's coast or a designated inland waterway.
- For project-specific planning, feasibility, design, and/or marketing needed to advance eligible activities, an applicant must be a village, town, city, or county with the consent and on behalf of one or more towns, villages, or cities, currently preparing a LWRP or component, or with an approved LWRP or component.
- For construction of projects needed to advance eligible activities, an applicant must be a village, town, city with an approved LWRP or the relevant LWRP component substantially completed, or a county with the consent and on behalf of one or more eligible town, village, or city with an approved LWRP or relevant LWRP component substantially completed.

Applicants that have been awarded Department grants in the past should have demonstrated responsible contracting with the Department to be eligible for an award from this procurement.

Amendments cannot be made to the original contracted scope of work, for example, applicants that receive funding for general planning or for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

Eligible Activities / Program Benefit Requirements:

Local Waterfront Revitalization Program Grant Funding will be available for program planning, feasibility, design, or marketing of specific projects, and construction projects, to advance the preparation or implementation of strategies for community and waterfront revitalization through the following grant categories:

- Preparing or Implementing a Local Waterfront Revitalization Program (LWRP)
- Updating an LWRP to Mitigate Future Physical Climate Risks
- Redeveloping Hamlets, Downtowns and Urban Waterfronts
- Planning or Constructing Land and Water-based Trails
- Preparing or Implementing a Lakewide or Watershed Management Plan
- Implementing a Community Resilience Strategy
- Celebrating the Bicentennial of the Erie Canal - Improving Public Waterfront Access for Canal Communities

Eligible Costs:

Costs must be adequately justified and directly support the project. Proposed total project costs must be essential to project completion. Grant funds may be used for the following costs:

- Personal Services – including direct salaries, wages, fringe benefits for activities related to project work by municipal employees, including project management, capacity building, and grant administration
- Non-Personal Services – including supplies and materials, travel, equipment, consultant/contractual services for direct project related costs, project management, capacity building, limited grant administration, and other goods and services.

NOTE: Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contracts deliverables, coordination of Project Advisory Committee activities, consultant procurement and oversight, public outreach and providing technical assistance. Project management may include providing local and/or regional capacity to advance revitalization goals.

NOTE: Capacity building may include: investment in existing staff, such as training, purchasing equipment or automating systems that will improve a community's ability to carry out projects and/or deliver programs funded under this RFA; or developing organizational capacity, such as through creating and recruiting new positions to oversee revitalization efforts.

NOTE: Grant administration activities may include, but are not limited to, preparation of reports, vouchers, contract related administration and compliance with grant record keeping and reporting requirements. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

NOTE: Land acquisition – land acquired (e.g., purchase or donation) may only be used as local match for construction projects. Land acquired must directly support the project and be acquired within three years prior to the contract start date or within the executed contract term. A map identifying the property, current appraisal report and copy of the recorded deed conveying title will be required to document property value and ownership.

Ineligible Costs:

The following costs are ineligible costs and will neither be reimbursed with grant funds nor accepted as the required local match:

- Indirect or overhead costs of the municipality, such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs
- Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation. However, volunteer services contributed by these officials to the project may be used as local match, provided that such services are outside the performance of their official duties
- Fund raising events/expenses
- Federal assistance
- Other Environmental Protection Fund awards
- Land acquisition (except as noted above)
- Taxes, insurance, fines, deficit funding
- Bond interest and associated fees
- Contingency costs
- Lobbying expenses
- Costs incurred prior to the contract start date
- Costs that are not adequately justified or that do not directly support the project

Ineligible costs will be eliminated from the total project costs in the grant application.

Pre-Application Requirements:

None. However, informational public workshops will be held (see below under additional resources).

Successful Applicant Requirements:**New York State Grants Gateway**

Grant applicants are encouraged to register through the New York State Grants Gateway. To register, log on to <http://grantsreform.ny.gov>.

Standard Cost Reimbursement Contract

Each successful applicant must enter into a standard cost reimbursement contract with the Department of State which includes this Request for Applications, the successful applicant's proposal, an agreed upon work program, any other attachments or exhibits, and the standard clauses required by the NYS Attorney General for all state contracts including Attachment A along with Article 15-A of the New York Executive Law. The contract will be: 1) subject to approval by the Attorney General and State Comptroller; 2) required to submit final products in both hard copy and electronic format; 3) subject to payment only upon proper documentation and compliance with reimbursement procedures; and all other contractual requirements. (A copy of a standard contract along with Attachment A and Article 15-A is available from the Department.)

To ensure that funds are awarded to applicants that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within a reasonable amount of time. There will be no contract advance available to grantees. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the Master Contract.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the Department of State that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records documents, receipts, accounts, and other evidence directly pertinent to its performance under Master Contract with the Department of State. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority or Women-Owned Business Enterprise Participation

Successful applicants will be required to comply with the requirements of Article 15-A of the New York State Executive Law. For purposes of this solicitation, the Department has established an overall goal of 30% for MWBE participation. If your project is selected for an award, you will be required to comply with all the contractual requirements, including demonstrating that a good faith effort is made to meet the goals for certified MWBE firms participation as stated in your contract and in accordance with Article 15-A.

For additional detail, the Contractor Requirements And Procedures For Participation By New York State-Certified Minority And Women-Owned Business Enterprises, Equal Employment Opportunities For Minority Group Members And Women, And Service-Disabled Veteran-Owned Businesses can be viewed at: <http://www.dos.ny.gov/funding>.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start of the project. No extensions are anticipated. The earliest start date of contracts is April 1, 2017. Upon request by the grant recipient, with a showing of good cause, the contract start date may be set to a date in the future not to exceed 12 months beyond the contract execution date. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis. To ensure timely completion, the Department encourages submission of an application for a discrete phase (e.g. planning, design, construction) of a project.

Satisfactory Progress

It is imperative that the grant recipient complete the project as set forth in the agreed upon work program and individual monitoring plan. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, completing plans, designs, permit applications, reports, or other tasks identified in the work program within the time allocated for their completion. The Department may recapture awarded funds if satisfactory progress is not being made on the implementation of a grant project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving an executed contract and will not be able to complete the project within the time period cited in the application.

Other Grant Requirements for Construction Projects

Grant funded work must be done on public property or where there is a permanent public interest established, such as a conservation easement, and the predominant purpose is to provide a public benefit. Property where improvements are made must remain available to the public and provide direct public benefit for the intended useful life of the project. Property sold or transferred prior to the useful life may require that grant funds are returned to the Department.

Projects intended to be open to the public must be open to the general public and not limited to residents of the municipality receiving a grant. Signage to this effect must be provided at these sites.

It is required that project design and construction be undertaken under the supervision of an architect and/or engineer licensed to practice in the State of New York. In addition, proper certification from a licensed architect or engineer, as appropriate to the task, will be required for the preparation of designs and specifications and for the submission of as-built plans upon completion of the project.

Prior to the start of construction, the successful applicant will be required to install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign will need to remain in place for the useful life of the improvements undertaken.

In addition to responsibility for compliance with local regulations, the grant recipient is responsible for complying with applicable State and Federal regulations, including, but not limited to:

- State Environmental Quality Review Act
- State Freshwater and Tidal Wetlands Acts
- US Army Corps of Engineer permits
- Coastal Erosion Hazards Areas Act
- Floodplain Management criteria
- State and Federal laws and regulations for Historic Preservation
- Coastal Zone Management Act (federal)

Grantees will be expected to provide quarterly reports, request reimbursement using forms provided by the Department, and complete a final project summary report and measurable results form.

Funding Priorities:

Projects that revitalize communities and waterfronts and also advance the Downtown Revitalization Initiative, REDC Opportunity Agenda, or Veterans Initiative.

Application Evaluation Criteria:

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria:

Eligible applicants are villages, towns, or cities, and counties with the consent and on behalf of one or more towns, villages, or cities which are located along New York's coasts or designated inland waterways. Failure to meet this criterion will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria (maximum of 80 points):

Applications will be evaluated to assess the degree to which they meet the following program criteria:

- Vision (maximum of 4 points)
- Process (maximum of 8 points)
- Strategies (maximum of 24 points)
- Implementation (maximum of 12 points)
- Leveraging (maximum of 8 points)
- Performance Measures (maximum of 4 points)
- Evaluation of Budget and Cost (maximum of 20 points)

Regional Economic Development Council Endorsement (maximum of 20 points):

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as "endorsement standards," and will assign each project a single score of 20, 15, 10, 5 or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at <https://regionalcouncils.ny.gov/>.

Award Method:

A total score of 100 points is possible for any application, of which up to 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement.

The Department will fund the highest scoring applications until the allocated funds are exhausted. Approximately \$15.2 million is anticipated for awards for this procurement, with up to \$2 million for updates to existing LWRPs to mitigate future physical climate risks.

Eligible Area, City, County Population Limits or Population Target Types:

Approximately \$10,000,000 will be awarded for projects which are in, or primarily serve, areas where demographic and other relevant data demonstrate that the areas are: densely-populated and have sustained physical deterioration, decay, neglect, or disinvestment, or where a substantial proportion of the residential population is of low income, or is otherwise disadvantaged and is underserved with respect to the existing recreational opportunities.

Matching Fund Requirements:

Local Match: State assistance awarded and paid shall not exceed 75% of the total eligible project costs set forth in the application and as approved by the Department, except where the proposed project is located in an environmental justice community, in which case state assistance awarded and paid shall not exceed 85% of the total eligible project costs set forth in the application and as approved by the Department.

The total eligible cost of the project is the total of costs set forth in the grant application, less any federal assistance and other state assistance from the Environmental Protection Fund. In addition, the Environmental Protection Fund grants provided under this program may not be used as the local match for any federal grants without explicit permission from the Department. State assistance payments will be made to grant recipients based on actual expenditures for eligible costs up to the amount of the grant awarded.

Explicit demonstration of local match is required at the time of application. Failure to fully demonstrate this match (the amount, type and source) within the application may result in a reduced award amount or in the disqualification of the application.

Additional Resources:

The Request for Applications is available on the Department of State's website: <http://www.dos.ny.gov/funding>. Updates and/or modifications to the Request for Applications, along with answers to written questions received, will be posted on the Department of State's website.

Pre-application workshops will be held at several locations around the State. The workshop schedule and further information are available at <http://regionalcouncils.ny.gov/>. All those who would like to have the application process explained or have process-related questions are encouraged to attend.

For general questions on this grant program, please submit written questions by email to opd@dos.ny.gov or New York State Department of State, Office of Planning and Development, Attn: LWRP RFA Questions, 99 Washington Avenue, Suite 1010, Albany, New York 12231.

RESOLUTION NO.: 187 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN EMPIRE STATE DEVELOPMENT
URBAN AND COMMUNITY DEVELOPMENT PROGRAM
STRATEGIC PLANNING AND FEASIBILITY STUDIES GRANT
THROUGH THE 2017 CONSOLIDATED FUNDING APPLICATION
IN AN AMOUNT NOT TO EXCEED \$100,000.00 FOR STRATEGIC PLANNING AND
MANAGEMENT OF THE CITY OF NEWBURGH COMPREHENSIVE PLAN

WHEREAS, the New York State General City Law Section 28-a requires the City of Newburgh to adopt and periodically review a Comprehensive Master Plan; and

WHEREAS, the New York State Urban Development Corporation d/b/a Empire State Development (ESD) Urban and Community Development Program promotes economic development in New York State by encouraging economic and employment opportunities and stimulating development of communities and urban areas with a preference for projects located in highly distressed communities and provides working capital grants of up to \$100,000.00 each to support strategic development plans for a city, county or municipality; and

WHEREAS, the City of Newburgh is a qualified applicant under the ESD Urban and Community Development Program; and

WHEREAS, the City of Newburgh proposes to review and update its Comprehensive Master Plan by 2018; and

WHEREAS, the City has identified the ESD Urban and Community Development Program for funding for Strategic Planning and Feasibility Studies for the review and update to the Comprehensive Master Plan and this Council finds that applying for and accepting funding for this purpose is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Urban Development Corporation d/b/a Empire State Development Urban and Community Development Program grant through the 2017 Consolidated Funding Application process in an amount not to exceed \$100,000.00 to fund Strategic Planning and Management of the review and update to the Comprehensive Master Plan; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: ____188____ - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
THE ORANGE COUNTY WATER AUTHORITY FOR A
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WATER QUALITY IMPROVEMENT PROGRAM GRANT
TO STUDY POTENTIAL LAND ACQUISITION IN THE DRINKING WATERSHED
OF THE CITY OF NEWBURGH

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program is a competitive state-wide reimbursement grant program open to local governments for projects that directly address land acquisition projects for source water protection; and

WHEREAS, the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, intends to apply for grant funding under the New York State Department of Environmental Conservation Water Quality Improvement Project Program through the Consolidated Funding Application process to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh; and

WHEREAS, the City Council finds that supporting the Orange County Water Authority's study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh is in the best interests of the City of Newburgh and its future development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2017 Consolidated Funding Application of the Orange County Water Authority, in conjunction with the Orange County Land Trust and the Hudson Highlands Land Trust, to the New York State Department of Environmental Conservation Water Quality Improvement Project Program to fund a study of the feasibility of land acquisition in the drinking watershed of the City of Newburgh.

**New York State Department of Environmental Conservation (DEC) –
Water Quality Improvement Project Program**

Funding Available: Up to \$87 million

Description

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations for implementation projects that directly address documented water quality impairments or protect a drinking water source. This grant program requires recipients to provide 15% of the award amount as a local share of the project for high priority Wastewater Treatment Improvement projects; 25% of the award amount as a local share of the project for Non-agricultural Nonpoint Source Abatement and Control, Land Acquisition for Source Water Protection, Salt Storage, Aquatic Habitat Restoration, and Municipal Separate Storm Sewer System projects; and 60% of the award amount as a local share of the project for General Wastewater Infrastructure Improvement projects.

Additional Resources

The RFA is available on the Department of Environmental Conservation's (Department's) website: <http://www.dec.ny.gov/pubs/4774.html>. Updates and/or modifications to the RFA, along with answers to questions received, will be posted on the Department's website. Questions should be submitted to user.water@dec.ny.gov no later than July 10, 2017.

Pre-application workshops will be held around the State. The workshop schedule along with additional information is available at <http://regionalcouncils.ny.gov/>. All those who would like to have the application process explained or have process-related and/or grant-related questions are encouraged to attend.

Funding

The Department anticipates having up to \$87 million available for WQIP projects, including up to \$1 million available for projects to abate nitrogen loading in Long Island.

The Department may potentially receive additional funding for qualifying projects (e.g., wastewater treatment, nonpoint source abatement and control, aquatic habitat restoration) located in Nassau and Suffolk counties. Should such funding become available, the Department reserves the right to award funding for scored and ranked projects, consistent with the method of award described in this grant opportunity. In addition, the Department may potentially receive additional funding for qualifying beach restoration projects. Should such funding become available, the Department reserves the right to award funding for scored and ranked projects, consistent with the method of award described in this grant opportunity.

Eligible Types of Applicants

Generally, applicants meeting the following criteria are eligible for WQIP funds. There is some variability among eligible applicants for specific project types. Applicant eligibility

criteria is more clearly identified under each specific WQIP project type contained in this Request for Applications (RFA).

- Municipalities
- Municipal corporations
- Regulated traditional Municipal Separate Storm Sewer Systems (MS4s)
- Soil and water conservation districts
- Not-for-profit corporations, (Only land acquisition for source water protection projects OR aquatic habitat restoration projects)

The "Legal Name of Applicant" listed in the application must be the name of the entity that will enter into the contract if awarded. The Legal Name of Applicant field should not list an individual. Be sure to select the correct entity that is applying for the grant because the name cannot be switched in any way (i.e. change from the County to the County Office of Planning) after award.

Applicants who have demonstrated poor management of past WQIP contract(s) will not be funded in Round 14. Also applicants who have not previously been awarded a WQIP grant but whose Round 14 application does not demonstrate the experience and ability to carry out the project will not be funded in Round 14.

Projects must have secured at least some of the necessary approvals and be ready to proceed with project implementation to be funded.

Projects that include ineligible activities will be deemed ineligible. See individual project types for a list of ineligible activities for each project type.

All municipalities and soil and water conservation districts must register in the NYS Grants Gateway to be eligible for this grant (<http://grantsreform.ny.gov>).

All not-for-profits must register and prequalify in the NYS Grants Gateway by the due date of this application to be eligible for this grant (<http://grantsreform.ny.gov>).

Eligible Types of Projects

- Wastewater Treatment Improvement
- Non-agricultural Nonpoint Source Abatement and Control
- Land Acquisition Projects for Source Water Protection
- Salt Storage
- Aquatic Habitat Restoration
- Municipal Separate Storm Sewer Systems (MS4s)

Ineligible WQIP Projects

- Application proposals that do not address water quality impairment or protect a drinking water source

- If the property is not owned by the applicant – a formal written agreement between the applicant and landowner which allows the applicant access to the property, and represent the landowner, to accomplish the proposed project.

Grant/Match Fund Split

Grant funds are available for up to 75 percent of the total project costs. Applicants must provide match funds of at least 25 percent of the requested grant amount.

Eligible Costs

Eligible grant and match costs include personal services (e.g. salary, fringe); and non-personal services (e.g. contractual services, travel, equipment operating expenses, etc.) incurred by the awardee to implement the project. The following categories of costs are considered eligible:

- Construction
- Construction inspection
- Planning and Design (cannot exceed 20% of award amount)

Costs must be incurred within the start and end date of the contract to be eligible. The start date of the contract can be no earlier than May 1, 2017.

Ineligible Costs

The following costs are NOT eligible for match or grant reimbursement:

- Projects with planning and design costs in excess of 20% of the award amount
- Construction oversight
- Land purchases
- Indirect costs (e.g. space/property rent, utilities, and other office supplies)
- Administrative costs
- Legal fees
- Costs incurred outside the start and end date of the contract
- Costs associated with grant application and/or its administration and securing applicable approvals, permits, easements, etc.

Match Funds

Only activities considered eligible for WQIP funding are eligible to be used as match funds. Match funds considered eligible for WQIP funding must be incurred within the start and end date of the contract. Match funds consist of cash contributions and in-kind services put forth by the applicant to complete the awarded project. State or federal grant dollars cannot be used for the match funds. When applying for this grant, the applicant must identify the source of the matching funds.

Land Acquisition Projects for Source Water Protection

Eligible Applicants

- Municipalities³
- Soil and water conservation districts
- Not-for-profit corporations⁴

Before starting an application, applicants interested in Land Acquisition Projects for Source Water Protection are strongly encouraged to investigate steps that must be taken and local approvals that are needed to start a project of this type (permits, easements, etc.). Applicants who have questions about what is needed for their project are encouraged to attend the CFA workshops offered statewide or to call or email WQIP staff.

Eligible Programs

- Protection of Surface Drinking Water Supplies - Applicants can apply for funding to purchase land or conservation easements adjacent to surface waters (streams, lakes, rivers, and reservoirs) permitted for public drinking water. Land acquisition projects must be paired with creation or restoration of vegetated riparian buffers and/or wetlands if the land does not already contain vegetated riparian buffers or wetlands. Riparian buffers and wetlands must meet the requirements listed below. Riparian buffer and wetland creation or restoration costs are eligible for funding.
- Protection of Groundwater Drinking Water Supplies – Applicants can apply for funding to purchase land or conservation easements adjacent to groundwater wellheads actively used for public drinking water.
- In-Waterbody Practices to Control Nutrients - For waterbodies experiencing internal nutrient cycling leading to excessive algae and plant growth, low water clarity, or other water quality impairments that impact source water quality for drinking water systems or necessitating enhanced drinking water treatment. Eligible practices include but are not limited to: hypolimnetic aeration, hypolimnetic withdrawal, and dredging. External sources of nutrients must be controlled or eliminated or a project must be underway prior to submitting an application for Reduction of In-Waterbody Nutrient Loading projects. Projects must include some land acquisition to be eligible.

Priorities

Highest priority will be given to:

³ For the purposes of Land Acquisition Projects for Source Water Protection under this grant opportunity, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, school district, supervisory district, district corporation, improvement district within a county, city town or village, or Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, or any combination thereof.

⁴ Environmental Conservation Law, Article 56-0101 (16), "Not-for-profit corporation" means a corporation formed pursuant to the not-for-profit corporation law and qualified for tax-exempt status under the federal internal revenue code.

- Programs that target protection and/or create or restore riparian buffers or wetlands directly adjacent to surface waterbodies permitted as a drinking water supply
- Programs that protect land within the "inner well zone" for a groundwater drinking water source identified in a Source Water Assessment Plan (SWAP) report or within 1,000 feet of a groundwater drinking water source if no SWAP has been developed.
- Parcels specifically identified or located in watersheds prioritized in the New York State Open Space Plan for drinking water protection.
- Projects that target disinfection by-product precursors in surface waterbodies serving as a public water supply

Secondary priority will be given to:

- Programs that protect and/or create or restore riparian buffers or wetlands adjacent to tributaries that directly drain, within 2,000 feet, into a surface waterbody permitted as an active drinking water supply source
- Programs that protect land within the "outer well zone" identified in a SWAP report for a permitted groundwater drinking water source or between 1,000 and 2,000 feet if no SWAP has been developed

Scoring

A scoring rubric can be found in the "Evaluation Process for All Project Types" section toward the end of this document.

Riparian Buffer Requirements

- Riparian buffers must be revegetated using only native trees, shrubs, or grasses appropriate for the site conditions
- Riparian buffers must have a minimum average width of 100 feet if they are adjacent to tributaries
- Riparian buffers must have a minimum average width of 300 feet if they are adjacent to reservoirs
- For newly created or restored buffers, the applicant must develop and implement a maintenance plan during the buffer establishment period, defined as 3-5 years after planting of vegetation. Guidance on designing and maintaining buffers can be found here: <http://www.dec.ny.gov.chemical.106345.html>.

Wetland Requirements

- Project plans must describe how the work in and near wetlands will protect drinking water supplies and provide improved wetland function.
- Work within or immediately adjacent to existing wetlands must be limited to activities that will improve wetland function. Disturbances that compromise ecological functions are ineligible for funding under this RFA.
- Projects cannot mitigate for impacts to regulated wetlands. Wetland mitigation projects are ineligible for funding under this RFA.

- The applicant must develop and implement a maintenance plan for any wetland creation or enhancement. The maintenance plan must include protocols for addressing problems for a minimum of 3 years following creation or enhancement.

Land Purchase and Conservation Easement Requirements

- Lands currently protected by a federal or state easement program are not eligible for funding under this RFA.
- Conservation easements must be acquired in perpetuity.
- If the grantor loses control of the property, control must be fully restored to the Grantor or the property must be replaced, within three years, with like property of equal value at current market prices and equal benefits.
- If the property is used for activities which interfere with the accomplishment of approved purposes, the violating activities must cease and any resulting adverse effects must be remedied.
- Disturbances that compromise the ecological condition of the riparian buffer area, including, but not limited to, livestock access to the riparian buffer, wood or timber harvesting, excessive mowing and recreational vehicular use must be prohibited.
- Applicants must describe in detail protocols for stewardship, monitoring and enforcement of properties or easements as part of their application for funding.
- Streambanks must be stable prior to creation or restoration of riparian buffers. "Soft" streambank stabilization practices including but not limited to, live staking, contour wattling, erosion control matting, and root wads, are eligible for funding as part of a buffer project under this category. Guidance for such projects can be found at: <http://www.dec.ny.gov/permits/67096.html>. Hard armoring of streambanks, including stone rip rap, is not eligible for funding under this category. Streambank stabilization costs cannot exceed 25% of the award amount.
- Selective cutting of trees, removal of invasive species, or supplemental planting of trees, shrubs, or grasses are allowed provided they improve habitat and function of the riparian buffer or remove, mitigate, or warn against unreasonable harm to people, property or health of native species on or around the defined riparian buffer area.

In-waterbody Practices to Control Nutrients Requirements

Proposals for in-waterbody practices to control nutrients must:

- Show that a plan has been completed or is underway for controlling external sources and that the plan is being implemented;
- Provide a study, completed by a qualified professional, as demonstrated through work experience and/or education (e.g. certified lake manager, professional engineer, marine scientist or limnologist), that identifies significant internal waterbody loading and justification for the use of the BMP;
- Provide a plan for long term operation and maintenance of the BMP if applicable (Hypolimnetic Aeration and Withdrawal);

- Applicants must secure appropriate permits prior to commencing any work.

Grant/Match Fund Split

Grant funds are available for up to 75 percent of the total project costs. Applicants must provide match funds of at least 25 percent of the requested grant amount.

Eligible Costs

Eligible grant and match costs include personal services (e.g. salary, fringe) and non-personal services (e.g. contractual services, travel, equipment) incurred by the awardee to implement the project. The following categories of costs are considered eligible:

- Land acquisition costs: value of the land or development rights being acquired
- Transactional costs: e.g. property surveys, appraisals, baseline documentation reports, filing fees or other closing costs
- Riparian buffer or wetland creation or restoration costs including:
 - Streambank stabilization and site preparation costs for surface water protection projects
 - Planning and design (cannot exceed 20% of the award amount)

Costs must be incurred within the start and end date of the contract to be eligible. The start date of the contract can be no earlier than May 1, 2017.

Ineligible Costs

The following costs are NOT eligible for match or grant reimbursement:

- Projects with planning and design costs in excess of 20% of the award amount
- Wetland mitigation projects
- Disturbances that compromise ecological functions of wetlands
- Projects with streambank stabilization costs in excess of 25% of the award amount
- Projects that do not include land acquisition as part of the grant
- Construction oversight
- Indirect costs (e.g. space/property rent, utilities, and other office supplies)
- Costs incurred outside the start and end date of the contract

Match Funds

Only activities considered eligible for WQIP funding are eligible to be used as match funds. Match funds considered eligible for WQIP funding must be incurred within the start and end date of the contract. Match funds consist of cash contributions and in-kind services put forth by the applicant to complete the awarded project. State or federal grant dollars cannot be used for the match funds. When applying for this grant, the applicant must identify the source of the matching funds.

Contact

New York State Department of Environmental Conservation
Division of Water, Jacqueline Lendrum, (518) 402-8086

RESOLUTION NO.: 189 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF JUSTICE
2017 COPS HIRING PROGRAM GRANT TO PROMOTE COMMUNITY POLICING
IN AN AMOUNT NOT TO EXCEED \$500,000.00
WITH A LOCAL CASH CONTRIBUTION OF \$724,421.00

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the City of Newburgh Police Department has identified the community policing model as an effective crime prevention tool; and

WHEREAS, the United States Department of Justice has established the COPS Hiring Program (CHP) as a competitive grant program that provides funding directly to law enforcement agencies to increase their community policing and crime prevention efforts; and

WHEREAS, the CHP establishes a funding cap in the amount of \$125,000.00 per officer position based on current entry level salaries and benefits and provides 36 month funding of four (4) additional police officers and requires least a twenty-five (25%) percent match and includes a 12 month retention at the end of the grant period; and

WHEREAS, the City's request for grant funds under the CHP will not exceed \$500,000.00 and the City's total cash contribution will be approximately \$724,421.00 which is constitutes 59% of the benefit costs; and

WHEREAS, this Council has determined that applying for such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a United States Department of Justice 2017 COPS Hiring Program Grant to promote community policing, in an amount not to exceed \$500,000.00, with a local cash match of approximately \$724,421.00.

RESOLUTION NO.: 190 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2017 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$19,550.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2017 covering the period September 1, 2017 through August 31, 2019; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 23 vests at a total cost of \$19,550.00 and a fifty (50%) percent match in the amount of \$9,775.00 is to be paid out of Police funds; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2017 Bulletproof Vest Partnership in the amount of \$19,550.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 191 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE
BUREAU OF JUSTICE ASSISTANCE UNDER
THE 2016 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF \$12,744.90
WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS

WHEREAS, the City of Newburgh Police Department applied for and was awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2016 covering the period September 1, 2016 through August 31, 2018; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding for 15 vests was requested at a total cost of \$12,744.90 and a fifty (50%) percent match in the amount of \$6,372.45 is paid out of Police funds; and

WHEREAS, this Council has determined that accepting the grant award in the amount of \$12,744.90 is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a grant award from the Bureau of Justice Assistance under the 2016 Bulletproof Vest Partnership in the amount of \$12,744.90, with the fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 192 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE OLMSTED VAUX SHELTER HOUSE CAFÉ INC.
D/B/A SHELTER HOUSE CAFÉ
TO ESTABLISH A CAFÉ IN THE DOWNING PARK SHELTER HOUSE

WHEREAS, The City of Newburgh is the owner of certain property known as the Olmstead Vaux Shelter House located within Downing Park; and

WHEREAS, The Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café has proposed to establish a food concession located in the Shelter House within Downing Park; and

WHEREAS, the establishment of a food concession within Downing Park requires the approval of a license agreement; and

WEHREAS, the City Council of the City of Newburgh finds that authorizing a license agreement for the purpose of establishing a food concession to be open to the public at the Olmsted Vaux Shelter House within Downing Park is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café to allow access to City owned property known as The Olmsted Vaux Shelter House located within Downing Park for the purpose of establishing a food concession to be open to the public.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and seventeen, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and Olmsted Vaux Shelter House Café Inc. d/b/a Shelter House Café, organized under the laws of the State of New York and having its principal office for the transaction of business at _____ as "LICENSEE";

WITNESSETH:

WHEREAS, LICENSOR is the owner of a park known as Downing Park, City of Newburgh, New York; and

WHEREAS, LICENSOR desires to make a food concession available to the public using this park; and

WHEREAS, LICENSEE desires to operate and manage aforesaid food concession; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR upon the terms and conditions hereinafter stated, a revocable non-exclusive license or privilege to manage and operate a food concession at Downing Park, Newburgh, New York, to be located in the "Shelter House" located within Downing Park. The specific area of the Shelter House LICENSEE shall utilize will be so much of the interior of the Shelter House as shown on the sketch attached hereto as Exhibit "A" and LICENSEE shall have an exclusive license for that specific area during the term of this Agreement. LICENSOR agrees that during the Term of this Agreement, it will not grant any other license or permission for any person or entity to offer food or beverage services at Shelter House without first obtaining the prior written consent of LICENSEE. It is understood and agreed between the parties that this agreement is intended to be only a license to utilize the within-described premises and no part thereof shall be interpreted as being any form of lease agreement.

2. Said food concession shall include and be limited to the privilege of furnishing basis food service, provide however, that such sale does not violate any other state or local statute, rule or regulation, and all food sold shall be of good quality. Attached hereto as Exhibit "B" is a proposed menu and listing of items for sale by LICENSEE. LICENSEE hereby agrees to offer a menu of food and beverage items the same or substantially similar to the menu annexed as Exhibit "B" and to maintain a menu of food items at reasonable prices affordable by the general public.

3. (a) The Term of this license shall commence upon the signing of this agreement as shall expire without further notice by either party to the other at midnight January 31, 2022. The

license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

(b) Either party may terminate this LICENSE prior to January 31, 2022, with without cause, on at least ninety (90) days prior written notice to the other party. In the event of such termination by either party, LICENSEE shall not be entitled to reimbursement of any of its costs including but not limited to those for construction, maintenance, repair, and replacement of the structure. Upon termination, LICENSEE and its agents, volunteers, employees and contractors, will restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

(c) LICENSOR may terminate this LICENSE by five (5) days written notice when and if in its sole judgment it deems such termination is necessary by operation of law, or pursuant to the terms of this Agreement or that the operation of said concession is deemed unsatisfactory by LICENSOR in the LICENSOR'S sole reasonable discretion.

4. LICENSEE agrees to operate the concession for the accommodation of the public during the following specified hours except for Federal and State holidays when it may or may not be open in the discretion of LICENSEE:

Monday -- Sunday	7:00 AM - 7:00 PM
------------------	-------------------

LICENSOR and LICENSEE shall review hours of operation on an annual basis and may agree to expand hours of operation commensurate with demand for services. Any and all changes in hours of operations shall be memorialized in writing.

However, if there is an event that is open to the public, whether or not admission is charged, intended for the entertainment or edification of the attendees that lasts later than 7:00 pm on a day that the concession is in operation, the concession shall remain open on those evenings until the event is completed or 10:00 pm, whichever is earlier.

LICENSEE further agrees that upon thirty (30) days prior written notice by LICENSOR of special and/or private events held in Downing Park, it will prepare for the increase use of the concession to accommodate such special and/or private events held at the park.

5. LICENSEE shall pay to LICENSOR as compensation for the privilege granted pursuant to this license agreement of operating the concession at Downing Park an amount equal to ten (10%) percent of the net profit per month. "Net profit" is defined as the sum of all revenues less all expenses, including cost of goods sold and all taxes. LICENSEE shall remit payment to LICENSOR within thirty (30) days of last day of each month. LICENSOR shall keep and maintain all compensation paid by LICENSEE pursuant to this agreement in a Trust and Agency Account for the benefit of Downing Park, which Account shall be maintained by the City of Newburgh with the City Comptroller acting as Trustee. LICENSEE shall maintain books and records to account for the operation of the concession and shall make such books and records available for the LICENSEE's review upon ten (10) days prior written notice to review same.

6. LICENSEE shall be liable and responsible for the cost all utilities, including, heating, cooling, electric, sewer, refuse disposal and water, based on its square footage use of Shelter House. LICENSOR shall bill LICENSEE each quarter for its pro-rata share of the costs set forth herein.

7. LICENSEE may install such equipment as it deems necessary for the proper operation of this license and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at LICENSEE's sole cost and expensed during the term of the license, subject to prior written notice and approval of LICENSOR and inspection and approval of LICENSOR. LICENSOR's approval of installation shall not be unreasonably withheld, conditioned or delayed. It is further agreed that the LICENSEE will, within ten (10) days, discharge any and all mechanics' liens filed against the premises herein described which have been filed against the LICENSEE's operations thereon.

8. Title to all equipment provided by LICENSEE except fixed equipment belonging to the LICENSOR shall remain in LICENSEE and such equipment shall be removed by LICENSEE at the termination of this license except as hereinafter provided. Should any such equipment remain on the licensed premises more than 60 days after the expiration or termination of this license, the LICENSOR shall deem such equipment as abandoned by LICENSEE and charge all costs and expenses incurred the removal of such equipment to LICENSEE. Any and all damage caused by the removal of such equipment will be repaired by the LICENSEE at its own expense.

9. LICENSOR shall be responsible for maintenance and repairs of the water and sewer lines running from the licensed premises to the connection of the City lateral water and sewer lines, except that LICENSEE shall be responsible for the cost of any repairs made necessary by its negligent operation of the kitchen at the licensed premises.

10. LICENSEE's obligation to observe and perform all of the terms, covenants and conditions of this license shall survive the expiration or termination of this license, which by their terms are intended to survive.

11. LICENSEE shall not remove any property currently located on the premises without the prior written approval of the LICENSOR.

12. LICENSEE shall post, as security for any and all damages which may be incurred on the premises as a result of the LICENSEE's operations, an amount of FIVE THOUSAND (\$5,000.00) DOLLARS as and for security against any such damages. This amount shall be deposited into the Trust and Agency Account within ten (10) days of the effective date of this license. Within thirty (30) days after termination of this Agreement, this security amount shall be returned to LICENSEE less any amount permitted to be deducted by LICENSOR for damages to the licensed premises caused by LICENSEE other than reasonable wear and tear to the licensed premises.

13. LICENSEE, at its sole cost and expense, shall maintain that portion of the building subject to this license in full and complete repair to the satisfaction of LICENSOR during the term of the license, except for structural repairs and the other items set forth below. LICENSEE shall be responsible for any structural damage or any damage or penetration of the roof resulting from negligent or willful misconduct acts of the LICENSEE. LICENSEE shall maintain the alarm system in good repair at its own expense. LICENSOR shall maintain the portions of the building and premises for which LICENSEE does not have an exclusive license, including but not limited to the building foundation, exterior roofs, parking areas, HVAC, plumbing, heating, water and electric systems, common areas, building grounds and providing snow and ice removal.

14. There will be two unisex bathrooms available at the building where the licensed premises are located. One (1) bathroom will be accessible from the outside only and the other on the inside of the building. Both bathrooms will be located on the North facing section of the building. LICENSEE shall be responsible for routine cleaning and providing supplies for the bathrooms and LICENSOR shall be responsible for all water, plumbing and structural repairs.

15. LICENSEE shall procure and maintain at its own cost and expense all permits and licenses necessary for the legal operation of this license.

16. In accordance with the provisions of Section 109 of the General Municipal Law, the LICENSEE is hereby prohibited from assigning, transferring, conveying, subletting, encumbering or otherwise disposing of this Agreement or of its right, title or interest in this Agreement or its power to execute this agreement to any other person or corporation without obtaining the prior written consent of LICENSOR. LICENSEE may not sub-license this license to any other party. The license shall not be transferred by operation of law, it being the purpose and spirit of this instrument to grant this license and privilege personally and solely to LICENSEE herein named.

17. LICENSEE agrees not to employ callers, criers or use signs or any other means of soliciting business without the prior written approval of the LICENSOR and not to advertise said license in any manner or form on or about the premises licensed to it or elsewhere in any newspaper or otherwise without such approval but may advertise its operations and merchandise for sale in a reasonable manner. LICENSOR shall work with LICENSEE to agree to appropriate signage to be utilized in and around the building to inform the public of the location and operations of the food concession.

18. Unless otherwise agreed to herein or in a subsequent writing signed by both parties, any repairs, alterations, additions or improvements, other than removable fixtures, equipment and furnishings necessary to operate the food concession, by LICENSEE shall be made at the sole cost and expense of LICENSEE and shall become property of the LICENSOR immediately upon annexation to the licensed premises.

19. LICENSEE agrees that should any building or structure upon the premises included in this license be damaged by fire or any other cause whatsoever so as to prevent the operation of this license to the satisfaction of the LICENSOR, the LICENSOR at its option may on notice in writing to LICENSEE cancel and terminate this license and all rights and privileges hereunder shall cease.

20. LICENSEE shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thin prohibited in the standard policies of fire insurance companies in the State of New York.

21. LICENSEE shall keep the spaces and/or buildings licensed to it and the surrounding areas clean and neat at all times including the disinfecting and deodorizing of same. All refuse shall be kept in closed containers.

22. LICENSEE shall provide free access at all times to representatives of LICENSOR, the Department of Health and other state or federal or municipal officials having jurisdiction for inspection purposes. If notified by LICENSOR or any of its representatives that any part of the licensed premises or facilities thereof is unsatisfactory, LICENSEE shall remedy same immediately unless this involves a structural or building obligation of LICENSOR hereunder, in which case, LICENSOR shall remedy same immediately.

23. LICENSEE expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any defects, deficiency or impairment of the electrical apparatus or wires furnished for the licensed premises or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause or for commotion or riot, or any act of God, unless caused by the gross negligence or willful misconduct of LICENSOR, and LICENSEE expressly releases and discharges LICENSOR, its agents, officers and employees from any and all demands, claims, actions and causes of action arising from any of the cases aforesaid and agrees to hold them harmless therefor, including attorneys' fees, if any.

24. LICENSEE assumes all risk in the operation of this license and agrees to comply with all federal, state and local laws and regulations and orders of the LICENSOR affecting the licensed premises in regard to all matters.

25. LICENSEE expressly agrees to hold LICENSOR, its agents, officers and employees harmless from any and all claims for loss, damage or injury to person or property, whatever kind or nature arising from the negligence or willful misconduct of employees or agents of LICENSEE and LICENSEE expressly agrees to indemnify LICENSOR, its agents officers and employees of any recoveries against them, individually and/or jointly, arising from same.

26. LICENSEE, at its own cost and expense, shall take out and maintain such insurance for the term of this license as will protect LICENSEE from claims under the Workers Compensation Act; and also shall take out and maintain such public liability insurance as should reasonably protect LICENSEE, including agents, employees and sub-licensees, if any) and LICENSOR from any claims for personal injuries, including death, arising out of, incurred or caused by operations under this license by LICENSEE or otherwise arising out of this license. The policies shall provide the amounts of insurance required by this license and all policies shall be submitted LICENSOR and approved before delivery of the license. Each insurance policy shall name the City of Newburgh and an "additional named insured" thereof and shall be delivered to LICENSOR. If permitted by the insurance company, each policy and certificate shall contain the following or a similar endorsement:

"No cancellation of or change in this policy shall become effective until after ten (10) days' notice by certified mail to the City of Newburgh, City Manager, 83 Broadway, Newburgh, New York 12550".

27. If, at any time, any of the insurance policies shall be or become unsatisfactory to LICENSOR as to form or substance or if a company issuing such insurance policies shall become unsatisfactory to LICENSOR, in its reasonable discretion, LICENSEE shall promptly obtain a new policy, submit same to LICENSOR for approval and submit an insurance certificate as provided in this Agreement. Upon failure of LICENSEE to furnish, deliver and maintain such insurance as failure of LICENSEE to furnish, deliver and maintain such insurance as herein provided, this license, at the election of the LICENSOR, may be suspended, discontinued or terminated and any and all payments made by LICENSEE on account of this license shall be retained by LICENSOR as liquidated damages. Failure of LICENSEE to take out and/or maintain or taking out and/or maintenance of any required insurance shall not relieve LICENSEE from any liability under this license, nor shall the insurance requirements be construed to conflict with the obligations of the LICENSEE concerning indemnification. All required insurance must be in effect and continue so during the life of this license in not less than the following amounts:

- a. Workers Compensation Insurance - unlimited
- b. New York State Disability Benefits Policy - unlimited
- c. General Liability Insurance with combined single limit of \$1,000,000.00 per occurrence naming the City of Newburgh as an additional insured

In the event that claims in excess of these amounts are filed, the amount of such claims, or any portion thereof, may be withheld from payment due or to become due to LICENSEE until such time as LICENSEE shall furnish such additional security covering such claims as may be determined by LICENSOR.

28. In the event LICENSEE is convicted of a crime, LICENSOR may terminate this license in writing immediately effective upon mailing, and the license shall terminate as if the term of this license had expired.

29. LICENSOR, in its sole judgment, may in its sole reasonable judgment, determine that LICENSEE is not operating this license in a satisfactory manner and may terminate this license by notice in writing in accordance with Paragraph 3(b) and (c) above and all rights of LICENSEE shall be forfeited without any claims for damages, compensation, refund of investment or any other payment whatsoever against LICENSEE.

30. In the event this license is terminated by LICENSOR, LICENSOR may make offsets to the security amount held by LICENSOR under Paragraph 12 above until all indebtedness of LICENSEE at the time of termination of this license is paid in full.

31. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, shall be deemed given when received or when receipt is refused, and shall be addressed to the Parties as follows:

If to LICENSEE:
SHELTER HOUSE CAFÉ
123 Carpenter Avenue
Newburgh, New York 12550
Attn: Stephen Sinnott

With a copy to:
Catania, Mahon, Milligram & Rider PLLC
One Corwin Ct.
Newburgh, NY 12550
Attn: Shay A. Humphrey, Esq.

If to LICENSOR:
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager

with copy to:
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Office of Corporation Counsel

32. At the expiration or sooner termination of this license, LICENSEE shall quit and surrender the licensed premises and any and all property thereon owned by LICENSOR.

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

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

35. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

36. This License Agreement may be executed in counterparts, each of which shall be deemed an original but all counterparts shall constitute one instrument after execution of one original by each party.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: -2017 of July 10, 2017.

City of Newburgh

Olmsted Vaux Shelter House Café Inc.

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

By: _____
Stephen Sinnott, President

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 193 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN AARP COMMUNITY CHALLENGE GRANT
IN AN AMOUNT NOT TO EXCEED \$30,000.00
FOR A COMPLETE STREETS DEMONSTRATION PROJECT TO BE LOCATED
AT THE INTERSECTION OF WASHINGTON AND LAKE STREETS
IN THE CITY OF NEWBURGH**

WHEREAS, the City wishes to apply for an AARP Community Challenge Grant in an amount not to exceed \$30,000.00 for a Complete Streets Demonstration Project to be located at the intersection of Washington Street and Lake Street to provide increased pedestrian safety and accessibility; and

WHEREAS, the intersection of Washington and Lake Streets is a key link between Independent Living/Independence Square and Delano-Hitch Recreation Park and is near Muchatoes Lake, the Lake Street Apartments, Cerone Place, the Armory Unity Center, Cornerstone Family Health Center and the Save-a-Lot market and also has the highest number of accidents per mile of any street within the City of Newburgh; and

WHEREAS, the City of Newburgh intends to leverage funding from Orange County as part of the Healthy Orange program, which will provide up to \$10,000 in matching money and supplies, to design and implement painted bump-outs, more visible crosswalks, delineator posts and planters for the purpose of calming traffic and improving pedestrian safety; and

WHEREAS, no matching funds are required from the City and the City Council finds that it is in the best interests of the City of Newburgh and its further development to continue apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded an AARP Community Challenge Grant in an amount not to exceed \$30,000.00 for a Complete Streets Demonstration Project to be located at the intersection of Washington Street and Lake Street; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.





Attachment A

AARP Community Challenge

Grants to make communities livable for people of all ages

SAMPLE Application and Budget Outline

****All applications must be submitted through AARP.org/CommunityChallenge
by July 15, 2017, 11:59 PM ET****

DATE:

CONTACT PERSON/TITLE:

NAME OF APPLICANT ORGANIZATION:

(If unit of government, please provide a detailed description of
your agency)

ADDRESS:

PHONE:

EMAIL:

NAME OF COMMUNITY HOSTING COMMUNITY PROJECT:

TOTAL POPULATION AND POPULATION AGE 65 AND OVER:

AMOUNT OF THIS GRANT REQUEST:

NUMBER OF EMPLOYEES, FULL AND/OR PART TIME:

PROJECT PROPOSAL SUMMARY (approximately 250 words):

IS YOUR ORGANIZATION (CHECK THE ONE THAT BEST APPLIES):

- 501(C)(3) or 501(C)(4) NON PROFIT
- A MUNICIPALITY
- ANOTHER UNIT OF GOVERNMENT

---- OTHER (PLEASE DESCRIBE)

SAMPLE

PROJECT NARRATIVE AND BUDGET (approximately 350 words for each section excluding Sections 8 and 9):

1. **The community's livable communities activities to date.** Please provide a brief summary of the community policies, programs and services that are targeted toward older people and how the community plans to become more livable for all ages. Also provide the role your organization/group played in the above livable community plan.
2. **The Community Challenge project.** What aspect of your Challenge project will this grant support? Why is this item or these items important to the project? What is the cost and how was it determined? What is the timeline for the grant funded project (projects must be completed by November 1, 2017).
3. **Who is served?** Please outline this project's key benefits including a description of the residents that may benefit the most.
4. **Community engagement.** How will the community engage and involve older people in the process of becoming a more livable community? Has a steering committee been created? Describe the involvement of community non-profits and other local stakeholders.
5. **Geographic Community.** Is the project for one municipality or neighborhood? If a neighborhood, please describe why the neighborhood is a logical well-defined area for the project. Is the project for multiple towns or for neighborhoods in addition to the main town?
6. **Capacity.** Describe how the organization will execute the work.
7. **Matching Funds and In-Kind Support.** Are there community contributions of staff time, volunteer time, or funds that will support the project?
8. **Project budget.** Please specify what expenses will be covered by the grant. Itemize anticipated expenses and income (if any) for this proposal. Include in-kind services such as donated materials and/or labor. (See sample template, page 5.) Add explanations if necessary.
9. **Organization Profile (for non-governmental organizations only):**
 - Name and brief history of the organization and its involvement in aging issues.
 - Has this organization been involved in other issues? If yes, briefly describe.
 - How many people are currently involved in the organization?
 - Please describe your decision-making structure. If you have a steering committee or other similar leadership structure, please provide the names and contact information.
 - Is this a membership organization? If yes, how much are paying member dues?
 - Are any members of your organization elected officials?
 - Evidence of non-profit 501 (C) (3) or 501(C) (4) status

NOTIFICATION

The grant recipients will be notified by email. Grantees must execute and return a binding Letter Agreement to the AARP's National office to lbos@aarp.org within seven (7) days of notification. Noncompliance with this time period may result in disqualification.

ADDITIONAL TERMS AND CONDITIONS

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of participants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights. Except where prohibited by law, participation in the award constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration

AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

Please email questions to livable@aarp.org

**AARP Community Challenge
Project Budget**

Date:

Planned completion date (on or before Nov. 1, 2017):

Name of municipality/organization:

	Expense	Additional information
Contracted services costs		
Staff costs, if any		
Office materials & supplies, if any		
Travel expenses, if any		
Total Requested		
Are there matching funds or services planned and their value?		

RESOLUTION NO.: 194 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH HARDCORE SKATEPARKS IN THE AMOUNT OF \$479,850.00
AND ALTERNATE BID PRICE OF \$37.50 PER CUBIC YARD FOR SOIL REMOVAL
AND ALTERNATE BID PRICE OF \$47.00 PER CUBIC YARD FOR SUITABLE FILL
FOR THE CONSTRUCTION OF A SKATEBOARD PARK
IN THE DELANO-HITCH RECREATION PARK

WHEREAS, the City of Newburgh duly re-advertised for bids in connection with the construction of a Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, one (1) bid was received and opened; and

WHEREAS, based on a review of the bid, it is recommended that the city award said contract to Hardcore Skateparks in the amount of \$479,850.00 and alternate bid price of \$37.50 per cubic yard for soil removal and alternate bid price of \$47.00 per cubic yard for suitable fill; and

WHEREAS, it is further recommended that the City set aside an additional five (5%) percent to account for any change orders during construction; and

WHEREAS, funding for the Project will be derived from CDBG and CDBG Program Income and a DASNY grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of a Skateboard Park located in the Delano-Hitch Recreation Park be and it is hereby awarded to Hardcore Skateparks at a cost of \$479,850.00 and alternate bid price of \$37.50 per cubic yard for soil removal and alternate bid price of \$47.00 per cubic yard for suitable fill; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute all related contracts and change orders up to five (5%) percent of the bid amount.

HARDCORE

SKATEPARKS

Cosca Regional Skatepark | Clinton, MD



Location: Clinton, MD

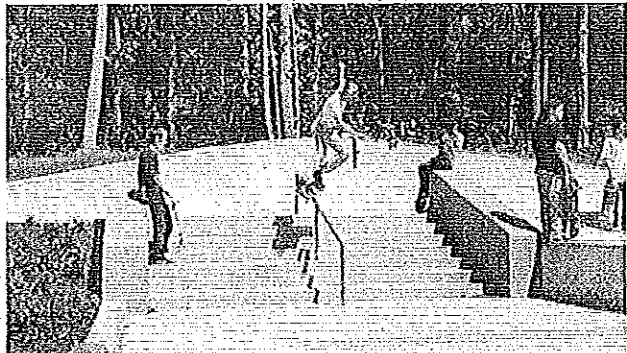
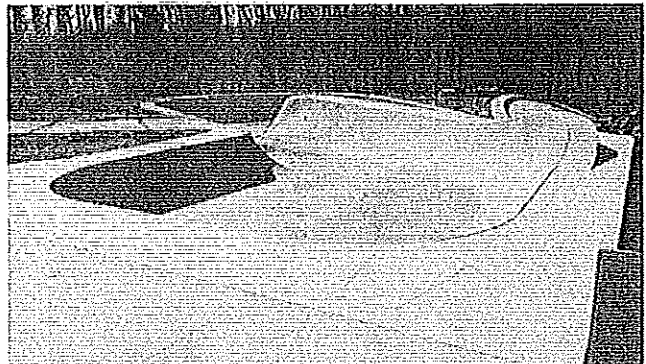
Size: 12,000 sq ft

Designer: Hardcore Design

Completion Date: March 2013

Owner: Prince George County

Hardcore Skateparks was the specialty subcontractor on this skate park project. The Cosca Skatepark is located at 10000 Thrift Road, Clinton 20735. This skate park features transitional and street elements effectively designed in the 12,000 sq ft space.



HARDCORE

SKATEPARKS

Milligan Skatepark



Location: Crawfordsville, IN

Size: 10,000 SF

Designer: Site Design Group

Completed: 2010

Owner: City of Crawfordsville

Hardcore Skateparks was the general contractor for this skatepark project constructing cast-in-place concrete, shotcrete, formwork, fabricated metals, flatwork and ledges. This skate park is in the perfect location to serve the needs of this community for years to come.



HARDCORE

SKATEPARKS

Prince Edward County Skatepark



Location: Prince Edward County ON

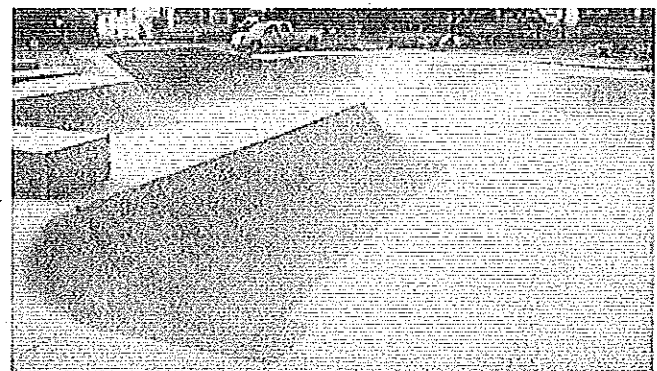
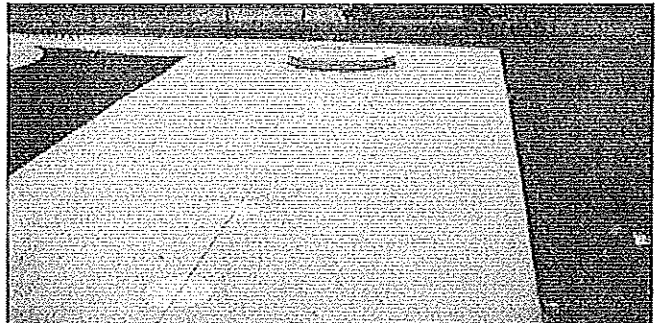
Size: 15,700 SF

Designer: Hardcore Skateparks

Completed: 2010

Owner: Prince Edward County Ontario

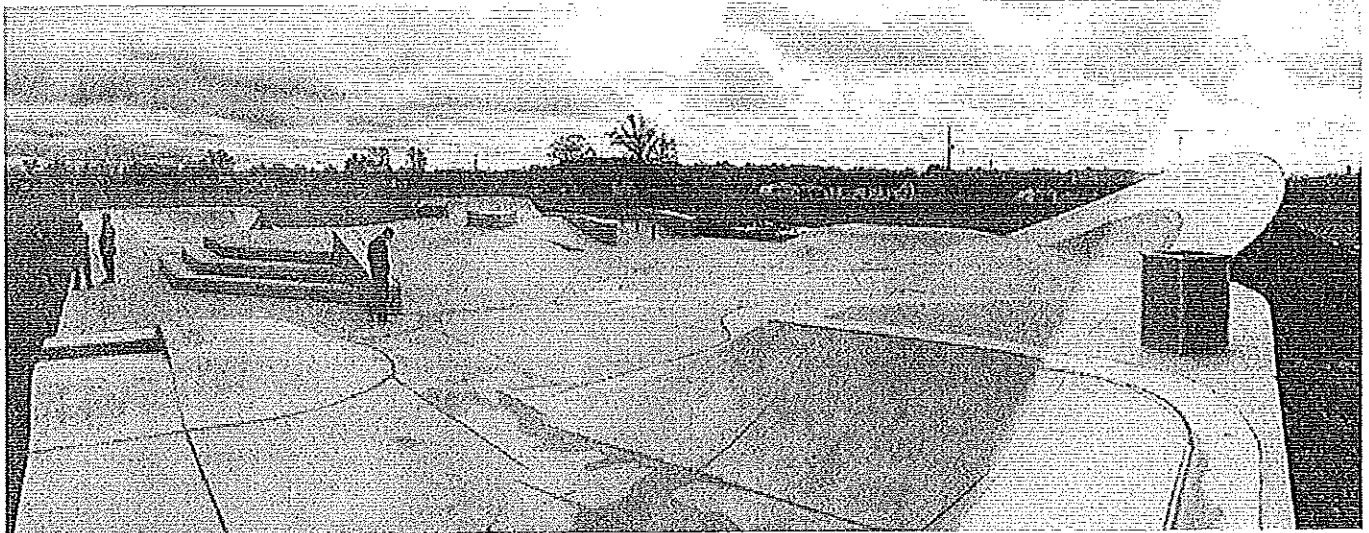
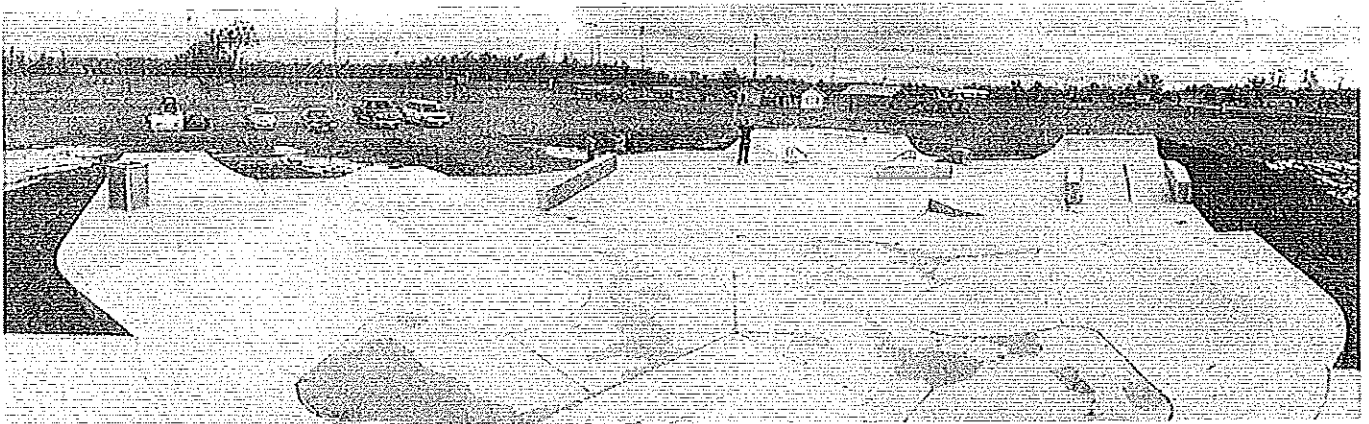
Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Tyendinaga Skatepark



Location: Tyendinaga Mohawk Territory

Size: 10,000 SF

Designer: Hardcore Skateparks

Completed: 2010

Owner: Mohawks of the Bay of Quinte

Hardcore Skateparks was the designer and general contractor for this project. Public facilitation was performed in order to make this project a reality for the community.



HARDCORE

SKATEPARKS

Craig Ranch Skatepark | North Las Vegas, NV



CRAIG RANCH SKATEPARK

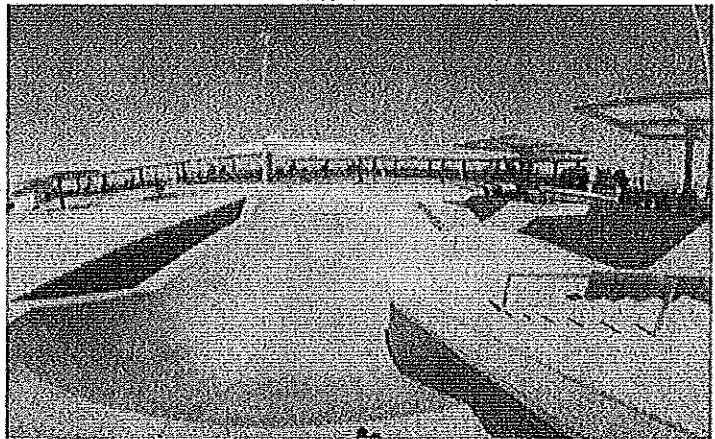
Location: North Las Vegas, NV

Size: 30,000 sq. ft.

Construction Completion: October 2013

Owner: City of North Las Vegas

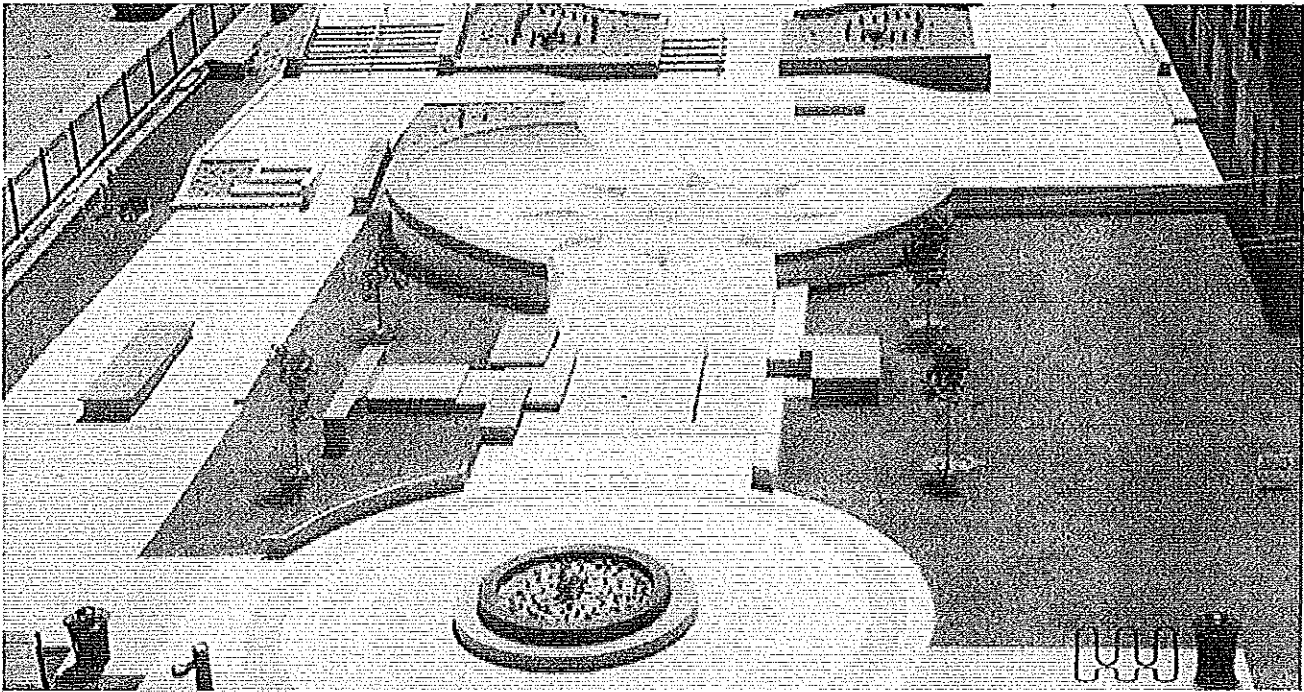
SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This massive competition style park offers transition and street features to all wheeled riders. The city has hosted several competitions and it quickly became the best skatepark in the Las Vegas area.



HARDCORE

SKATEPARKS

Poplar Bluff Skatepark | Poplar Bluff, MO



POPLAR BLUFF SKATEPARK

Location: Poplar Bluff, MO

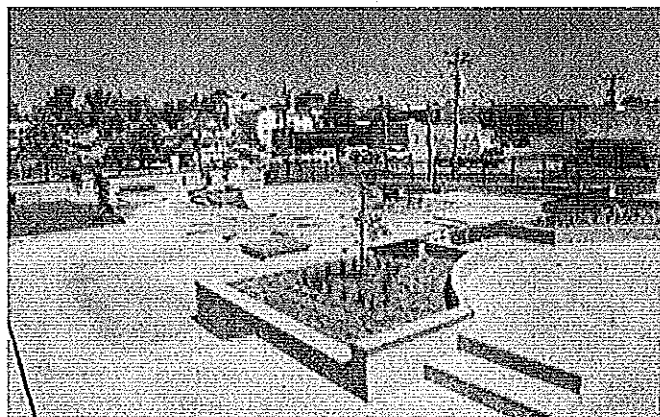
Size: 17,000 sq ft

Designer: Action Sports Design

Construction Completion Date: 2012

Owner: City of Poplar Bluff

SCOPE OF WORK: Hardcore Skateparks was the general contractor on this skate park project. This skate park is the city's first "Wheel Friendly" Skate Plaza that is pedestrian friendly and has spectator viewing. It is aesthetically unique in that its urban plaza theme reflects features of the existing environment, making the plaza fit into and enhance its context. This skate park was built into a space where the old City Hall and City Jail used to stand. The jail walls are still visible, but now this space has been transformed into an aesthetically pleasing skate park for the community.



HARDCORE

SKATEPARKS

Northeast Metro Park Phase 3



Location: Austin, TX

Size: 40,000 SF

Designer: Newline Skateparks & Hardcore Design

Completed: 2012

Owner: Travis County

Hardcore Skateparks was the general contractor on this skate park project. This skate park features a street course, snake run and two bowls. The park has vert walls, a kicker gap, staggered manny pads, china banks and even some shade structures to escape the heat. Both skateboarders and BMX bicycle riders are welcomed at this skate park.



HARDCORE

SKATEPARKS

CENTRAL PARK SKATEPARK | MADISON, WI



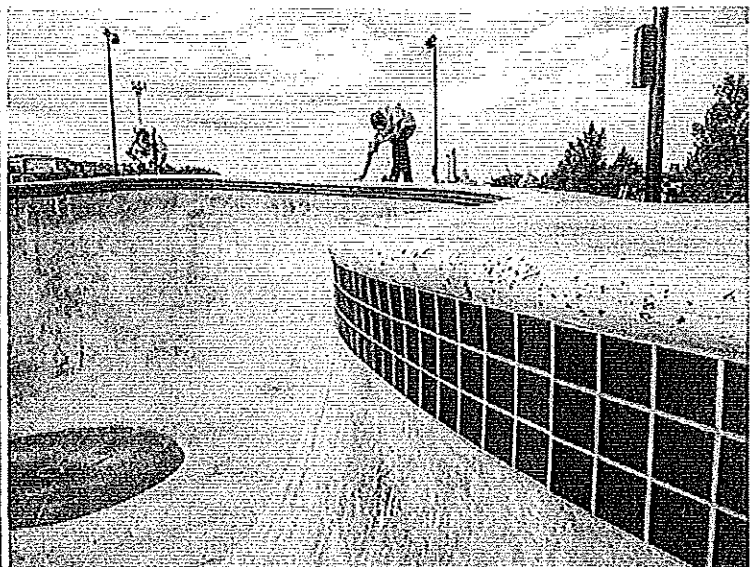
CENTRAL PARK SKATEPARK

SIZE: 18,500 sf

COMPLETION: JULY 2015

LOCATION: Madison, WI

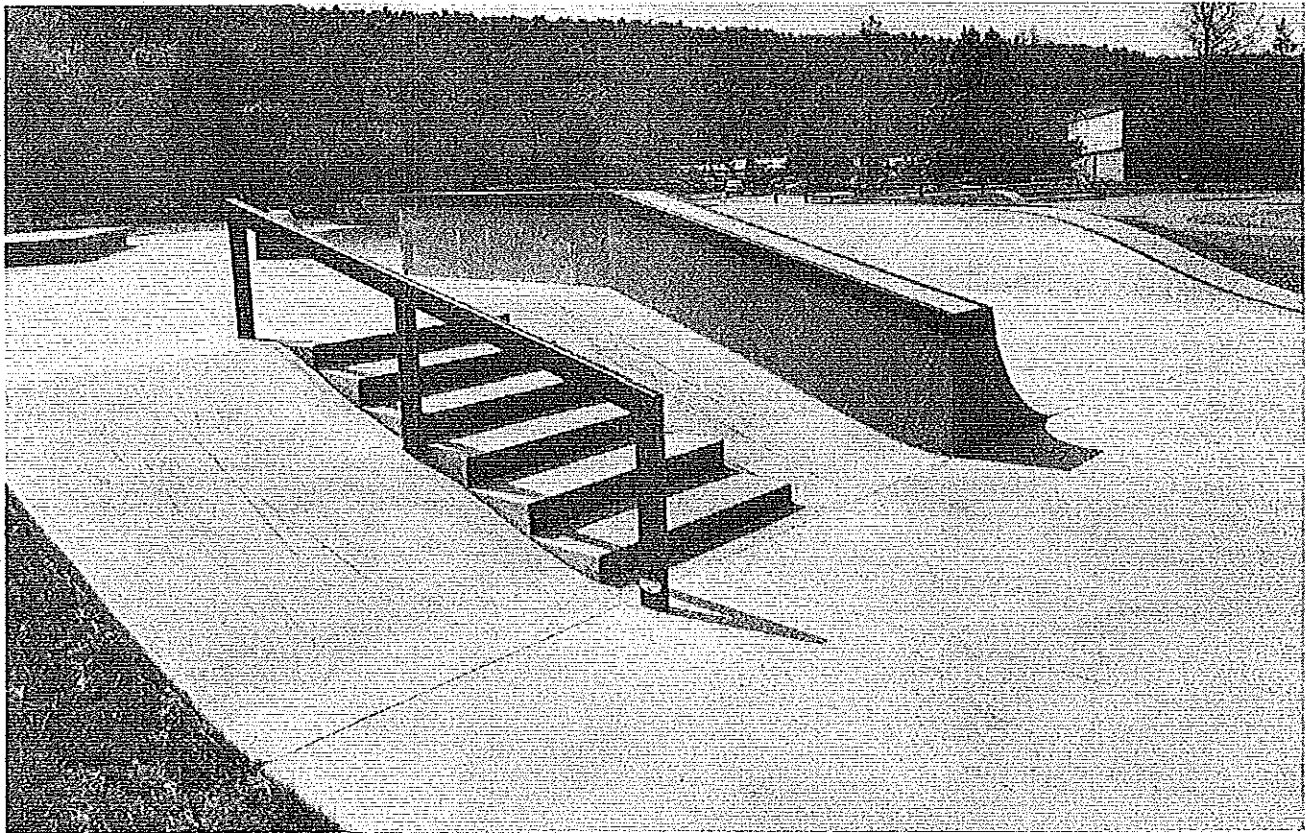
SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.



HARDCORE

SKATEPARKS

ITHACA SKATEPARK | ITHACA, NY



ITHACA SKATEPARK

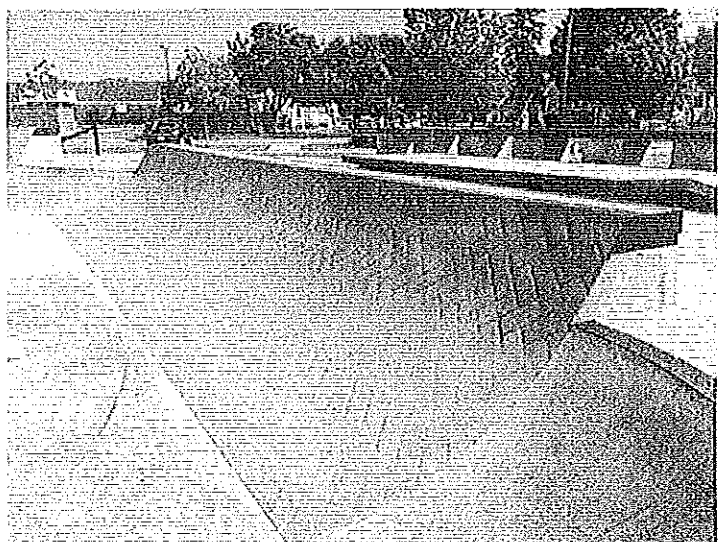
SIZE: 6000 sf

COMPLETION: August 2015

LOCATION: Ithaca, NY

Owner/ Contact: City of Ithaca
Rod Howe 607-257-7262

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This long anticipated renovation updated this park with everything the local skaters wanted. Stamped concrete bank, stairs, rails and a lot more space make this a great community park.



HARDCORE

SKATEPARKS

Yavne Skatepark



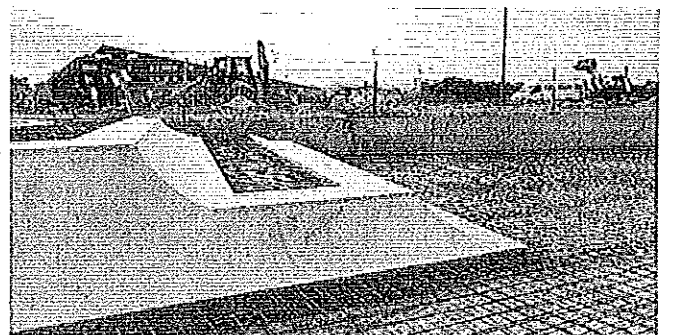
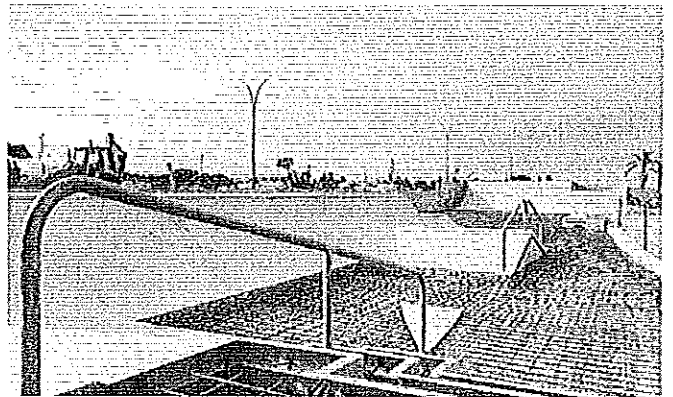
Location: Yavne-Israel

Size: 12,378 SF

Designer: Hardcore Skateparks

Completed: 2016

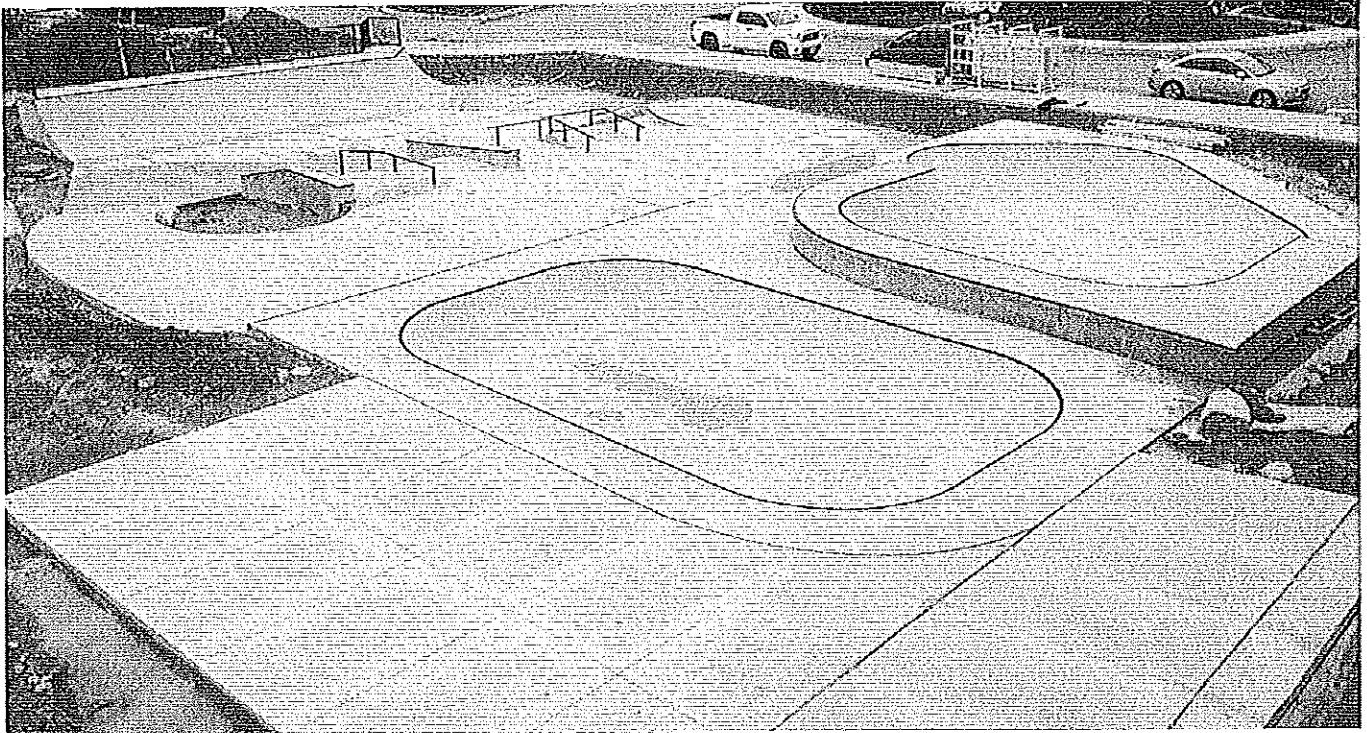
Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Aurora Skatepark



Location: Aurora ON

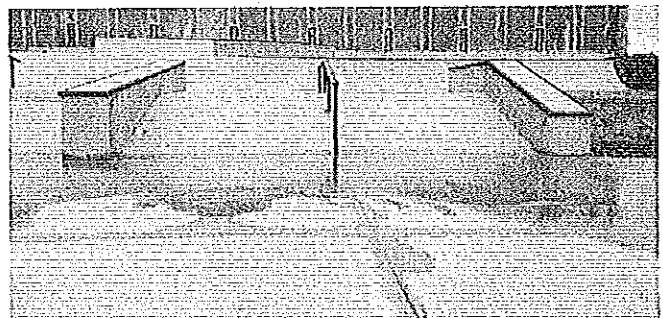
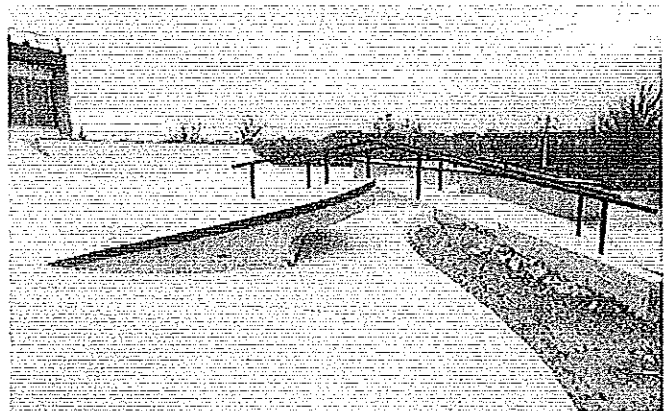
Size: 8,300 SF

Designer: Canadian Ramp Company

Completed: 2014

Owner: Town of Aurora

Hardcore Skateparks performed custom cast-in-place concrete, fine grading, ornamental metals, rebar, formwork, shotcrete and flatwork custom concrete.



HARDCORE

SKATEPARKS

Portland Skatepark



Location: Portland, ME

Size: 10,000 SF

Designer: Hardcore Design

Completed: 2010

Owner: City of Portland Maine

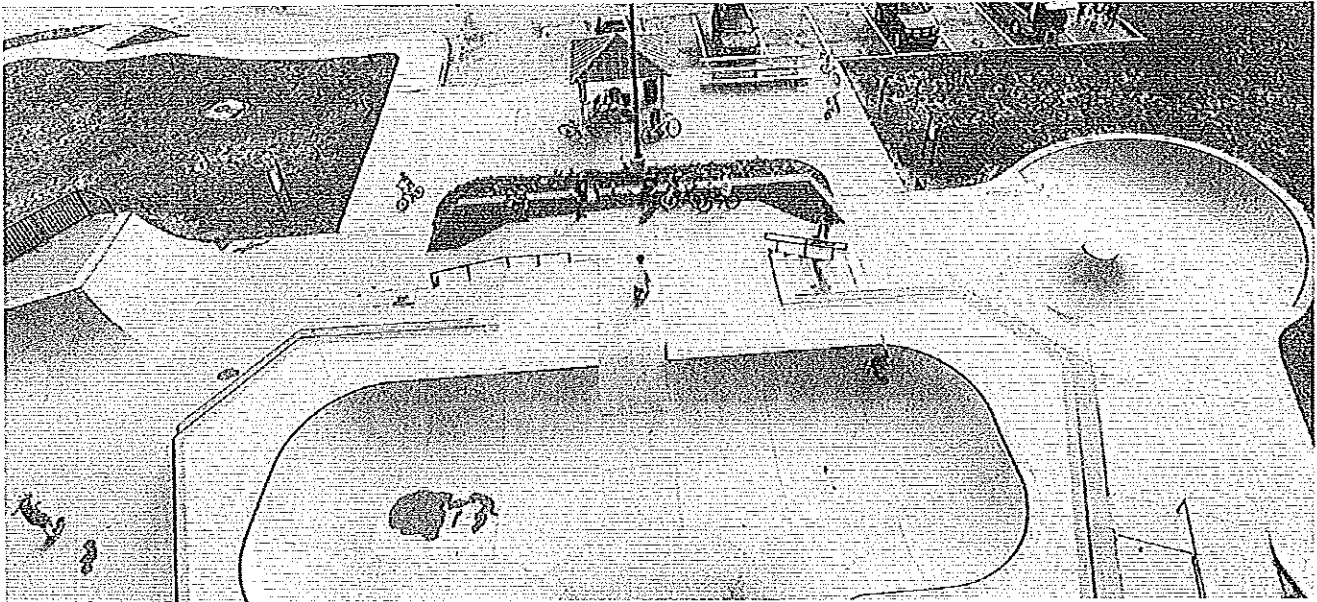
Hardcore Skateparks was the general contractor for this project. It took five years of planning and fundraising to get this skate park built. The park includes aspects for both boarders and bikers of all skill levels such as a transfer gap, A-frame pyramid and hubba ledges.



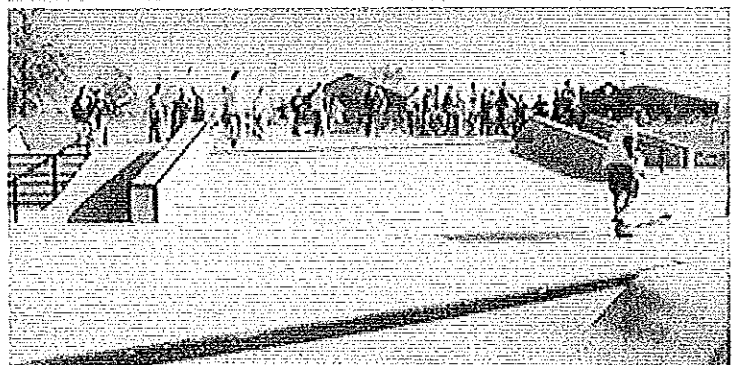
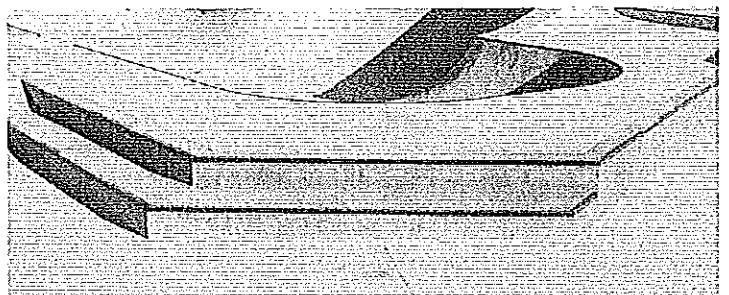
HARDCORE

SKATEPARKS

WESTOFF SKATEPARK | O'FALLON, MO



Location: O'Fallon MO
Size: 10,000 sq ft
Designer: Hardcore Design
Completion Date: November 2012
Owner: City of O'Fallon / Dan Buesse
dbuesse@ofallon.mo.us



HARDCORE

SKATEPARKS

Brush Pioneer Park Skatepark | Brush Colorado



Location: Brush, CO

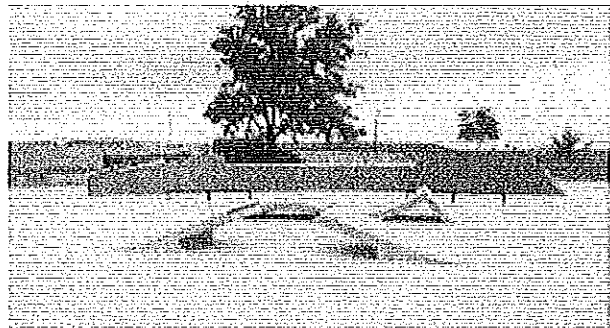
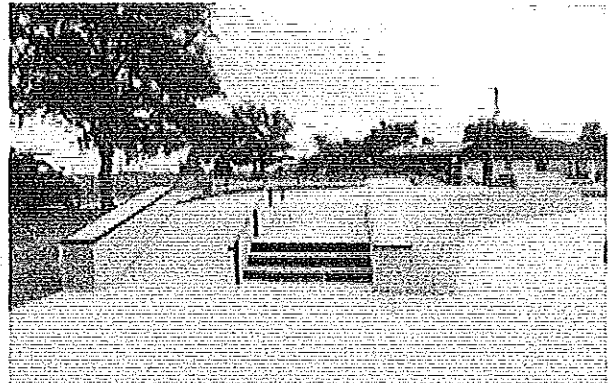
Size: 6,500 sq. ft.

Designer: Hardcore Design

Construction Completion: September 2014

Owner: City of Brush

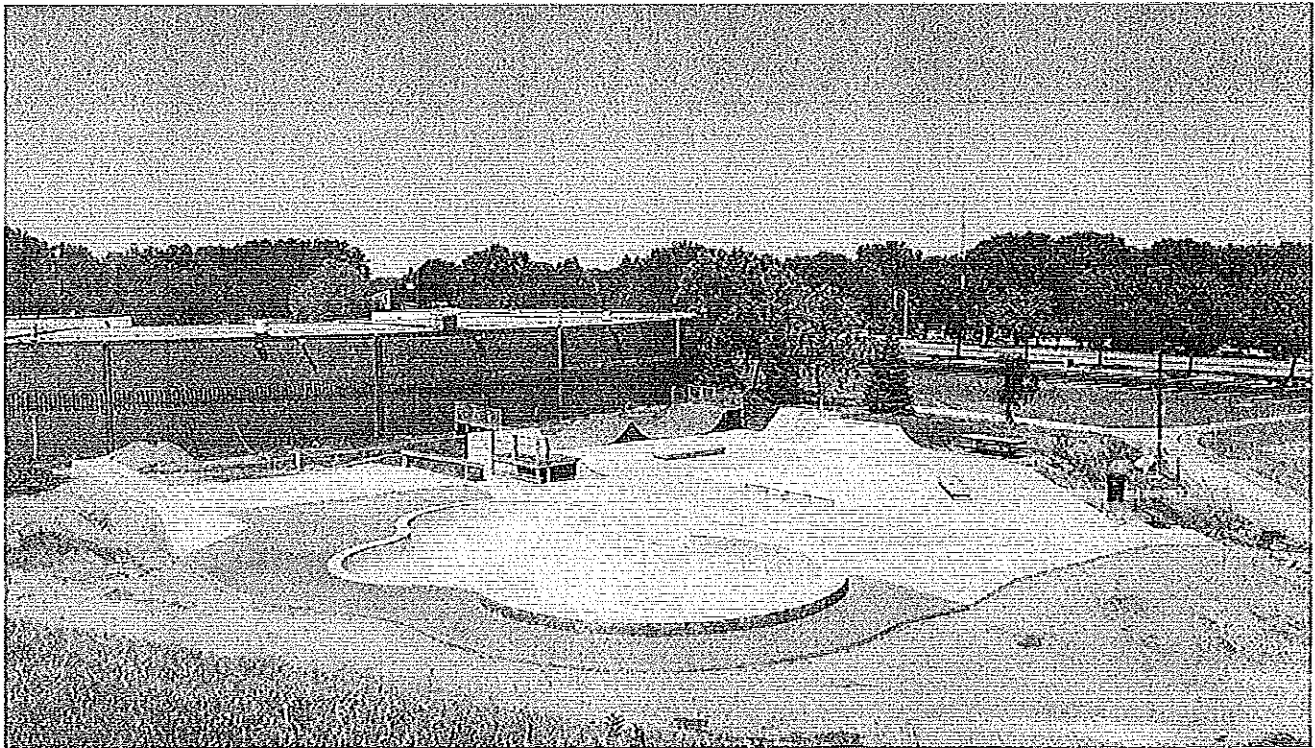
Hardcore Skateparks was the specialty subcontractor on this skatepark project. This park features a large raised deck with stair sets, banks, hubba ledges and a brick stamped bank that borders the side. Floating features are apparent with a bump to bump, roll-on kicker, and a floating penny on the edge of the park.



HARDCORE

SKATEPARKS

BURNSVILLE SKATEPARK | BURNSVILLE, MN



BURNSVILLE SKATEPARK

Size: 12,000sf

Completion : July 2016

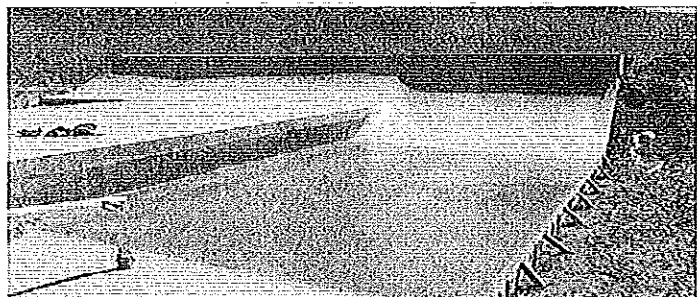
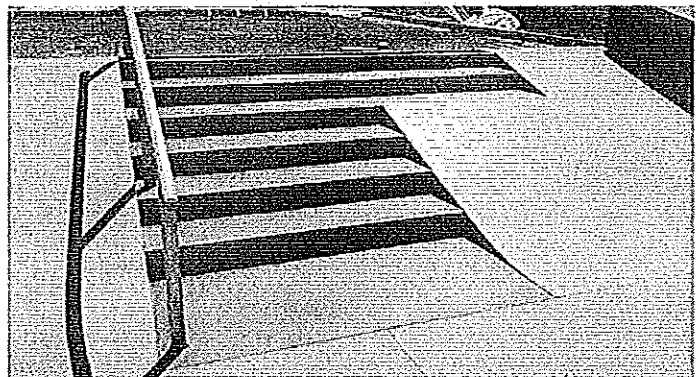
Location: Burnsville, MN

Owner/ Contact: City of Burnsville

Dean Mulso Dean.Mulso@burnsvillemn.gov

PH: 952-895-4651 office

SCOPE OF WORK: Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark. This expansion project added a bowl feature, stairs, rails, ledges and more.



PROJECT EXPERIENCE IN SIMILAR COLD WINTER CLIMATES

The prime submitting firm or its specialty contractor, in order to be pre-qualified for this project must have completed (10) public concrete skate park facilities with similar harsh winter climates to this project. **5 of these must have been opened and operating for at least 5 years.** These parks must be open and in good operating condition for at least one year. Only those projects where the complete construction of the facility has been the sole responsibility of your firm can be included. Please provide detailed project information and verifiable references for each of these qualifying skate park facilities. If the prime submitting firm will not be performing the specialty items listed on the plans but will have these items constructed by a specialty subcontractor, only the subcontractor will be required to be pre-qualified for these specialty bid items.

No exceptions will be made to these requirements.

PROJECT INFORMATION REQUIRED – Please provide all information requested and utilize additional sheets as necessary.

PROJECT PHOTO REQUIRED – Please provide at least one (1) photo of each completed construction.

Name and Location of Project Brush Skatepark
Owner's Name City of Brush
Address PO Box 363 Brush, CO 80723
Phone Number 970-768-4327
Email dandersen@brushcolo.com
Project Size
(Skating area only) 10,000 sq ft Construction Value \$111,097.00 % Complete 100
Completion Date 2014
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty Skatepark subcontractor.

Name and Location of Project Westhoff Skatepark
Owner's Name City of O'Fallon
Address 100 North Main St. O'Fallon, MO 6336
Phone Number 636-379-5492
Email dbuesse@ofallon.mo.us
Project Size
(Skating area only) 10,000 sq ft Construction Value \$399,176.00 % Complete 100
Completion Date 2012
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty skatepark subcontractor.

Name and Location of Project Aurora Skate Park - Aurora Ontario
Owner's Name City of Aurora
Address 100 John West Way, Box 1000 Aurora, Ontario L4G 6J1
Phone Number 905-727-3123
Email jhenriksen@aurora.ca
Project Size
(Skating area only) 10,000 sq ft Construction Value \$268,000.00 % Complete 100
Completion Date 2014
Designer and Architect _____
Project Description and Scope of Work Engineered Drawings, Skatepark Fine Grading and base material (Placement Only) Shotcrete banks and transitions, ledges, turndown walls, flat concrete decks and ornamental metals.

Name and Location of Project Portland Skatepark
Owner's Name City of Portland
Address 55 Portland St. Portland, ME 04101
Phone Number 207-756-827
Email sid@portlandmaine.gov
Project Size
(Skating area only) 10,000 sq ft Construction Value \$252,391.00 % Complete 100
Completion Date 2010
Designer and Architect Hardcore Design
Project Description and Scope of Work Complete Skatepark construction

Name and Location of Project Ithaca Skatepark Expansion
Owner's Name City of Ithaca
Address 108 E Green St Ithaca, NY 14850
Phone Number 607-257-7262
Email Not available
Project Size
(Skating area only) 10,000 sq ft Construction Value \$117,500 % Complete 100
Completion Date _____
Designer and Architect Grindline
Project Description and Scope of Work Hardcore Skateparks provided Specialty Concrete and overall construction to the skate park. Project included ornamental metals.

Name and Location of Project Central Park Skatepark
Owner's Name City of Madison
Address 1600 Emil St Madison, WI 53713
Phone Number 608-266-4751
Email engineer@cityofmadison.com
Project Size
(Skating area only) 18,500 sq ft Construction Value \$445,500.00 % Complete 100
Completion Date 2015
Designer and Architect Stantec
Project Description and Scope of Work Project includes transition and street. Hardcore Skateparks provided Specialty Concrete and overall construction of the skatepark.

Name and Location of Project Cosca Regional Park Skatepark - Clinton, MD
Owner's Name Prince George County
Address 14741 Governor Oden Bowie Dr. Upper Marlboro, MD 20772
Phone Number 301-495-2500
Email Not Available
Project Size
(Skating area only) 12,000 sq ft Construction Value \$870,144.00 % Complete 100
Completion Date 2013
Designer and Architect Hardcore Design
Project Description and Scope of Work Hardcore Skateparks was the specialty skatepark subcontractor.

Name and Location of Project Milligan Skatepark - Crawfordsville, IN
Owner's Name City of Crawfordsville
Address 300 E. Pike St Crawfordsville, IN 47933
Phone Number 765-364-5152
Email mhuckstep@crawfordsville-in.gov
Project Size
(Skating area only) 10,000 sq ft Construction Value \$153,660.00 % Complete 100
Completion Date 2010
Designer and Architect Site Design Group
Project Description and Scope of Work Complete skatepark construction

Name and Location of Project Prince Edward County Skatepark

Owner's Name Prince Edward County Ontario

Address 332 Main St. 2nd Floor Picton, ON K0K 2T0

Phone Number 613-476-2148

Email rdubyk@pecounty.on.ca

Project Size

(Skating area only) 15,700 sq ft Construction Value \$700,000.00 % Complete 100

Completion Date 2010

Designer and Architect Hardcore Skateparks

Project Description and Scope of Work Site prep, excavation, grading, steel fabrication, rebar, formwork, cast-in-place concrete, shotcrete.

Name and Location of Project Tyendinaga Skatepark

Owner's Name Mohawks of the Bay of Quinte

Address 24 Meadow Dr Tyendinaga Mohawk Territory, ON K0K 1X0

Phone Number

Email tomk@mbq-tmt.org

Project Size

(Skating area only) 10,000 sq ft Construction Value \$400,000.00 % Complete 100

Completion Date 2010

Designer and Architect Hardcore Skateparks

Project Description and Scope of Work Public facilitation, skatepark design, construction documents, construction administration.

ACI SHOTCRETE NOZZLEMAN CERTIFICATION

The Contractor's proposed Shotcrete Nozzle Operator(s) must be qualified under the ACI Shotcrete Nozzleman Certification Program and have at least (5) years of experience in shotcrete as applied to Skateparks. Contractors must provide proof of certification. Contractors must provide (5) project references (skateparks only) that the Shotcrete Nozzle Operator(s) was directly involved with applying shotcrete. Only qualified and approved Shotcrete Nozzle Operator(s) are permitted to perform shotcrete work on this project. Qualified and approved Shotcrete Nozzle Operator(s) must be onsite during all major shotcrete work. The Contract Administrator reserves the right to reject any contractors with Shotcrete Nozzle Operator(s) that do not meet the required skills and experience criteria.

Project #1 Ithaca Skatepark Expansion

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	Terry Morroni
	607-732-1008

Project #2 Craig Ranch Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	Nathan Bemo
	417-483-3055

Project #3 Brush Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	D. Anderson
	970-768-4327

Project 4 Cosca Regional Skatepark

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	
	301-495-2500

Project 5 Poplar Bluff

ACI Certified Shotcrete Nozzleman	Jose Lerma
Reference name & contact number	
	573-686-8645

HEAD CONCRETE FINISHER

The Contractor's proposed Head Concrete Finisher must have at least (5) years of experience in concrete finishing as applied to concrete skateparks. Contractors must be directly involved with Finishing Skatepark Concrete in a lead role. Only qualified and approved Concrete Finishers are permitted to perform finishing work on this project. The Head Concrete Finisher must be onsite during all major finishing work. The Contract Administrator reserves the right to reject any contractors with a Head Concrete Finisher that does not meet the required skills and experience criteria.

Project #1 Cosca Regional Skatepark

Head Concrete Finisher Robin Dennewitz
Reference name & contact number 301-495-2500

Project #2 Brush Skatepark

Head Concrete Finisher Robin Dennewitz
Reference name & contact number D. Anderson
970-768-4327

Project #3 Aurora Skatepark

Head Concrete Finisher Robin Dennewitz
Reference name & contact number Ivy Henriksen
905-727-3123 ext 4392

Project 4 Northeast Metro Skatepark

Head Concrete Finisher Robin Dennewitz
Reference name & contact number Roger Schuck
512-854-7587

Project 5 Ithaca Skatepark

Head Concrete Finisher Robin Dennewitz
Reference name & contact number Terry Morroni
607-732-1008

ADDITIONAL QUESTIONNAIRE & REQUIREMENTS

Please accurately answer & provide for all the information requested utilizing a separate sheet as necessary.

Please Check

YES NO

☒ ☐ A. Has your firm excavated a below ground skate park structure and prepared it for shotcrete application?

☒ ☐ B. Has your firm placed transitional and radial shotcrete sculptures using approved methods including a smooth trowel finish?

☒ ☐ C. Does your firm possess all the necessary equipment, labor forces, and material suppliers to complete this project per plans and specifications within the given schedule?

☒ ☐ D. Has your firm fabricated, galvanized, and installed rolled/bent ornamental metal coping?

☒ ☐ E. Has your firm installed standard pool coping and tile?

F. Has your firm constructed custom concrete skate park features like:
(mark those that apply)

☒ Stamped Brick ☒ Integral Color ☒ Sculptural artistic elements

Please Check

YES NO

☐ ☒ G. Has your firm performed any concrete skate park construction with workmanship issues, defects, or warranty problems, including having to repair or replace portions of work?

☒ ☐ H. Can your firm provide shop drawings and submittals for all of the required and specified materials on this project?

SCHEDULE & SKATE PARK MANAGEMENT EXPERIENCE

1. Please provide a schedule identifying key tasks and milestones your project team has identified to demonstrate your ability to coordinate the entire job. This will be for evaluation purposes only and not intended as a working schedule.
2. Please provide a detailed list, and resumes, identifying your firm's key personnel and management team that is responsible for the aforementioned skate park experience. Please include any owners, officers, managers, construction supervisors, or any other employee with the identified experience for the listed qualifying projects. Show that the individual directly responsible for the

construction management of these projects will be the same individual utilized on this project and responsible for weekly reports, site meetings and quality control inspections. Substitutions of key personnel will not be allowed without written agreement from the Owner.

This document must be notarized. This pre-qualification statement will not be considered responsive or valid unless it is completed in its entirety and signed, dated, and notarized. The Owner reserves the right to disqualify any firm for any reason deemed necessary for the successful completion of this project.

The SPECIALTY CONTRACTOR (undersigned) hereby certifies and that all of the information contained in this document is true and correct to the best of their knowledge. I declare under penalty of perjury that the foregoing is correct.

Hardcore Skateparks

Legal Business Name of Submitting Individual, Partnership, Limited Liability Company, or Corporation & Contractor License Number

William D. Minadeo III

Printed Name of Specialty contractor or Authorized Agent



Signature of Specialty contractor or Authorized Agent

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

(ATTACH JURAT)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

[This section is crossed out with a large X]

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

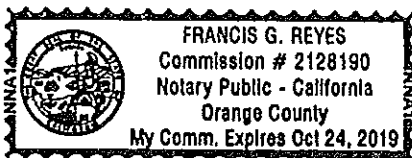
Subscribed and sworn to (or affirmed) before me

on this 24 day of JUNE, 2017,
by _____ Date _____ Month _____ Year _____

(1) William D Minadeo III

(and (2) _____).

Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

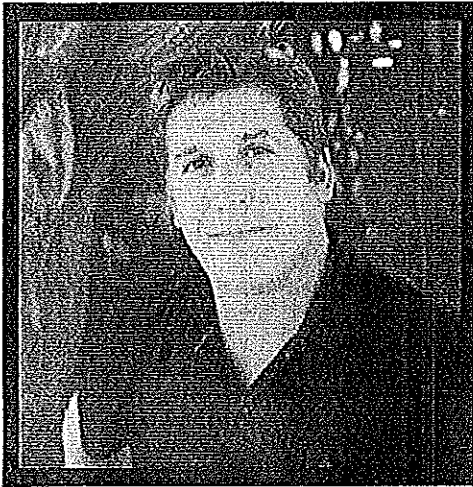
HARDCORE

SKATEPARKS

KEY PERSONNEL

William D. Minadeo III "Bill"

President/ Supervisor



Bill is the President of Hardcore Skatepark and also Supervisor for many of our projects. He will serve as your point of contact and will be responsible for the day to day management of staff, crew, scheduling, budget awareness and overall project performance. Bill has been an avid skateboarder for 30 years. His love for the sport is grounded in a deep understanding in the art and motion of skateboarding. Bill has been travelling the world designing and building skate parks for 15 years. In that time, he has overseen projects on 4 different continents. This unique experience has given him an intimate knowledge of regionally specific construction constraints and techniques. Bill brings a wealth of experience and knowledge in all aspects of design and construction.

Notable Projects

Cosca Regional Skatepark
12,500 SF
Completed April 2013
Cosca, MD

Brush Skatepark
6,200 SF
Completed September 2014
Brush, CO

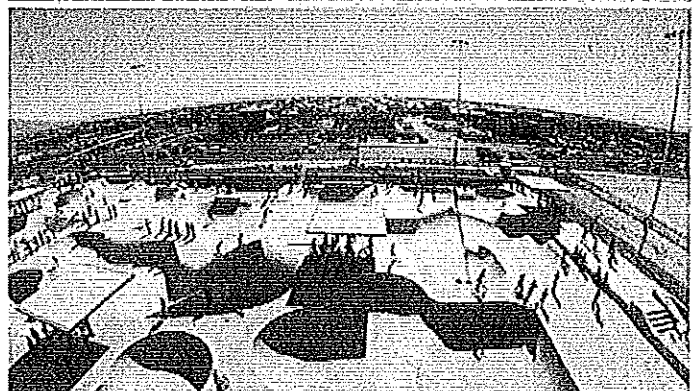
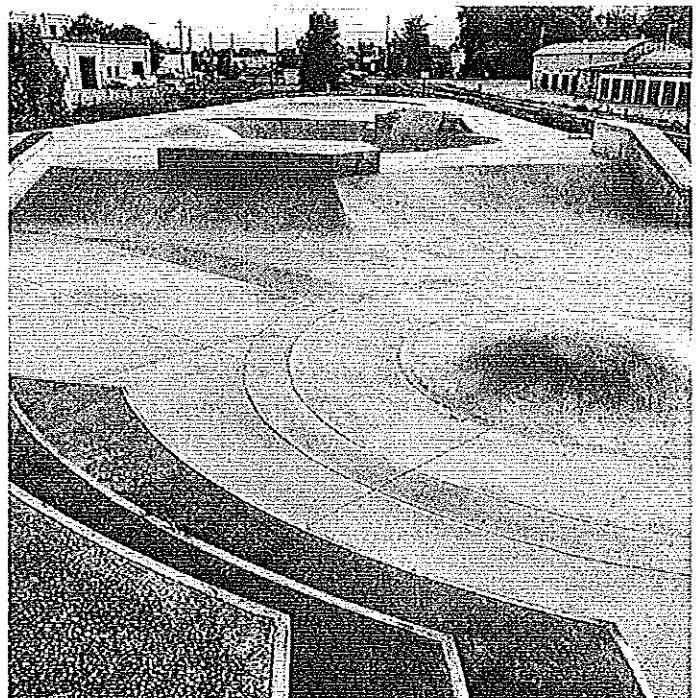
Aurora Skatepark
8,500 SF
Completed October 2014
Aurora, ON Canada

NE Metro Park
50,000 SF
Completed November 2012
Travis County, TX

Yavne Skatepark
8,000 SF
Completed April 2015
Yavne, Israel

Madison Skatepark
18,500 SF
Completed July 2015
Madison, WI

Ithaca Skatepark
6,000SF
Completed August 2015
Ithaca, NY



HARDCORE

SKATEPARKS

KEY PERSONNEL

Julien Wahart

Supervisor for Hardcore Skateparks

2015 - Present

Julien will serve as the Supervisor for this project. Julien is fairly new to Hardcore Skateparks but is a great asset to our team. He was born and raised in France and began his career in 2009 working in project management. Julien holds a Master's Degree in Civil Engineering and now has several years experience in general construction.

Roles and Responsibilities

- Construction Management
- Oversee Day-to-Day Operations
- Reporting daily logs to City Staff and Inspectors
- Quality Assurance
- OSHA Safety Certified – 10 Hour Program

Notable Projects

Yavne Skatepark

8,000 SF

Completed April 2015

Yavne, Israel

Madison Skatepark

18,500 SF

Completed July 2015

Madison, WI

Ithaca Skatepark

6,000 SF

Completed August 2015

Ithaca, NY

Dingolfing Skatepark 1000

SQM

Dingolfing Germany

Garmisch Skatepark

500 SQM

Garmisch Germany



KEY PERSONNEL

Robin Dennewitz

Metal Specialist for Hardcore Skateparks
2012 - Present



Robin will serve as the Metal Specialist for this project. With 4 years under the belt with Hardcore Skateparks and an additional 7 years skatepark construction experience, he ensures that any and all new projects he builds will be of the highest quality in industry standards. He pays great attention to detail and makes sure that his skateparks are built correctly and conform to technical specifications. He will provide a working environment that conforms to all safety standards and will lead his team to construct parks that are within budget and stay ahead of the construction schedule.

Roles and Responsibilities

- Quality Assurance
- Carpentry
- Welding



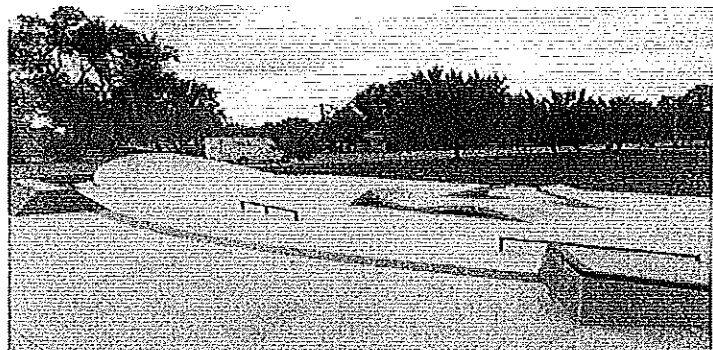
Notable Projects

Cosca Regional Skatepark
12,500 SF
Completed April 2013 Cosca,
MD

Brush Skatepark
6,200 SF
Completed September 2014
Brush, CO

Aurora Skatepark
8,500 SF
Completed October 2014
Aurora, ON Canada

NE Metro Park
50,000 SF
Completed November 2012
Travis County, TX



KEY PERSONNEL

Dustin Younie

Foreman for Hardcore Skateparks

2014 - Present

Dustin will serve as a Foreman for this project. With 2 years under the belt with Hardcore Skateparks, Dustin has the knowledge and experience in Master Carpentry, Carpentry Layout and Set-up. His attention for safety standards and certification in first aid make him a vital member to our team. He is progressively learning and educating himself on new methods in construction to ensure the continued evolution in building quality Skateparks.

Roles and Responsibilities

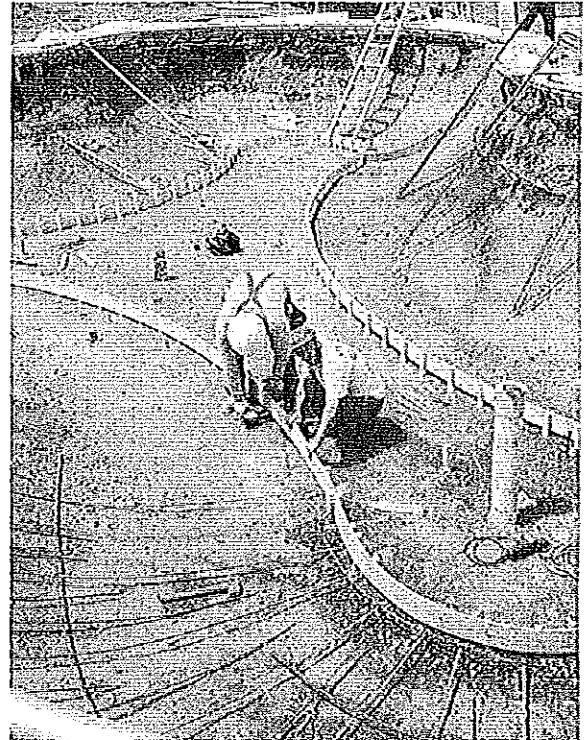
- Quality Assurance
- Carpentry
- OSHA Safety Certified — 10 Hour Program

Notable Projects

Yavne Skatepark
8,000 SF
Completed April 2015
Yavne, Israel

Madison Skatepark
18,500 SF
Completed July 2015
Madison, WI

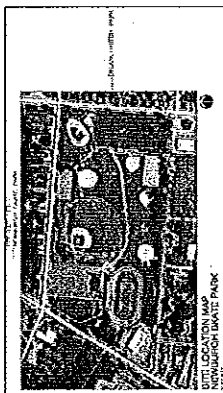
Ithaca Skatepark
6,000SF
Completed August 2015
Ithaca, NY



NEWBURGH SKATEPARK

CITY OF NEWBURGH, NY

VICINITY MAP



DRAWING INDEX

- SP1.0 COVER SHEET
- L1.1 SITE DEMOLITION & EROSION & SEDIMENT CONTROL PLAN
- L1.2 SITE PLANTING/LAYOUT/MATERIALS PLAN
- L1.3 GRADING/DRAINAGE PLAN - PHASE I
- L1.3A GRADING/DRAINAGE PLAN - PHASE II
- L2.1 CONSTRUCTION DETAILS - 1
- L2.2 CONSTRUCTION DETAILS - 2
- SP1.1 VERTICAL CONTROLS
- SP1.2 HORIZONTAL CONTROLS
- SP1.3 MATERIALS KEY
- SP1.4 CONCRETE JOINTS
- SP2.1 SECTIONS AND KEY
- SP2.2 SECTIONS AND KEY
- SP2.3 SECTIONS AND KEY
- SP2.4 SECTIONS AND KEY
- SP3.1 SKATEPARK DETAILS
- SP3.2 SKATEPARK DETAILS
- SP3.3 SKATEPARK DETAILS

PROJECT INFORMATION

CONTACTS
OWNER: CITY OF NEWBURGH, NY
CONTACT: ELLEN J. ILLIO
DIRECTOR OF COMMUNITY DEVELOPMENT
88 BROADWAY, NEWBURGH, NY 12550
PHONE: (845) 567-7286
EMAIL: EILLIO@CITYOFNEWBURGH-NY.GOV

SITE ADDRESS

401 WASHINGTON ST
NEWBURGH, NY 12550

LEGAL DESCRIPTION

THE PROJECT IS OWNED BY THE CITY OF NEWBURGH, NY.

SKATEPARK DESIGNER:
GRINDLINE SKATEPARKS INC.

CONTACT:

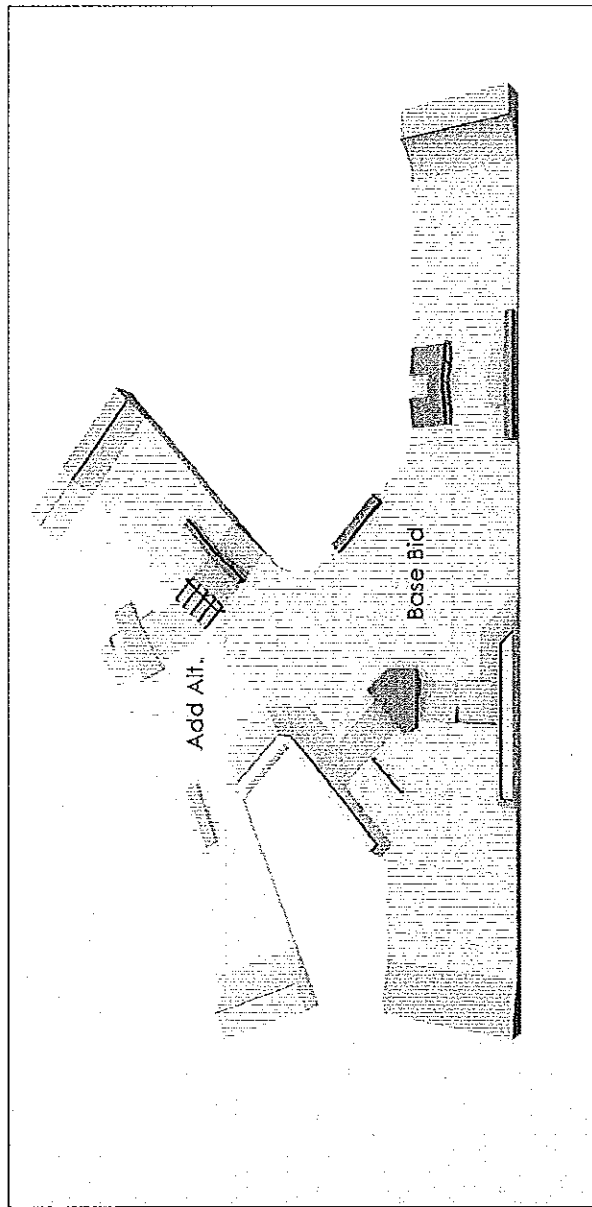
MATT FLUEGGE

PHONE: 204.612.3401

EMAIL: MATT@GRINDLINE.COM

GENERAL NOTES

1. CONTRACTOR SHALL INSTALL ALL IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF NEWBURGH BUILDING DEPARTMENT SPECIFICATIONS AND THE CITY OF NEWBURGH ZONING ORDINANCES.
2. CONTRACTOR SHALL READ THESE PLANS AND NOTES ENTIRELY AND BRING ANY DISCREPANCIES TO GRINDLINE SKATEPARKS INC. IMMEDIATELY.
3. CONTRACTOR SHALL VISIT THE SITE AND VERIFY EXISTING CONDITIONS BEFORE SUBMITTAL OF A CONSTRUCTION BID.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES, SEWERS, WATER LINES, ETC. CALL BEFORE YOU DIG 811.
5. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM CONVENIENCE TO THE PUBLIC.
6. CONTRACTOR SHALL COORDINATE WITH THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS FOR PROPOSED IMPROVEMENTS. ALL WORK SHALL STOP IMMEDIATELY AND THE UTILITY COMPANY SHALL BE NOTIFIED.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE AREA OF PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TOTAL COST OF REPAIR OR REPLACEMENT.
8. THE CONTRACTOR WILL PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION AND SERVICES NECESSARY TO FINISH AND INSTALL ALL CONSTRUCTION ELEMENTS AS SHOWN ON THESE PLANS.
9. THE CONTRACTOR SHALL OBTAIN, COORDINATE, AND PAY FOR ALL PERMITS, FEES, AND AGENCY INSPECTIONS AS REQUIRED.
10. ALL WORK SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL PROVIDE A WRITTEN GUARANTEE ON THE LETTERHEAD AT THE TIME OF FINAL INSPECTION.
11. ALL DIMENSIONS ARE TAKEN FROM CURB FACE OR EDGE OF PAVING, UNLESS NOTED OTHERWISE ON PLANS.
12. DIMENSIONS ARE GIVEN FOR CONCRETE, GRAVEL, AND ALL EARTH, CURBS, AND SURFACES. SETTING OF EXTREMELY SMOOTH TRANSITIONS WITH ABSOLUTELY NO AIRMPT CHANGES OR BENDS.
13. ALL FORMS AND ALIGNMENT OF PAVING SHALL BE REVIEWED BY AN INSPECTOR PRIOR TO POURING.
14. NOTIFICATION WILL BE GIVEN WITH AT LEAST 48 HOURS FOR SITE GRADING. SEE RELATIVE VERTICAL CONTROLS AND SITE PLAN PROVIDED.
15. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. ALL BRACING, TYPICAL FORMWORK, AND SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE INSPECTOR'S RESPONSIBILITY IS TO INSPECT THE CONSTRUCTION METHODS AND SAFETY CONDITIONS AT THE WORK SITE. THESE VISITS SHALL NOT BE CONSIDERED AS CONTINUOUS AND DETAILED INSPECTIONS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL OTHER NECESSARY PERMITS AND INSURANCE. THE DRAWINGS MAY BE CONSIDERED FOR USE, PROVIDED PRIOR APPROVAL IS OBTAINED FROM THE OWNER, GRINDLINE SKATEPARKS INC. AND THE APPLICABLE GOVERNING CODE AUTHORITY.



RENDERING FOR REFERENCE ONLY - NOT FOR CONSTRUCTION



GRINDLINE
CONCRETE & ASPHALT DESIGN & CONSTRUCTION

204.612.3401
MATT FLUEGGE
MATT@GRINDLINE.COM

SCALE
N.T.S.

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

COVER SHEET

SHEET:
SP1.0

DATE: 5/5/17
DESIGNED BY: MAF
CHECKED BY: MAF

READING LEGEND

--- (X) --- EX. CONTOUR
--- (X) --- EX. SPOT ELEVATION
--- (X) --- EX. FENCE TO REMAIN
--- (X) --- DRAIN INLET
--- (X) --- PROPOSED SPOT ELEVATION
--- (X) --- PROPOSED CONTOUR
--- (X) --- PROPOSED PIPE
--- (X) --- DIRECTION OF SHEET FLOW



 NORTH

 SCALE: 1"=20'

 0 10 20 40

EBERLIN AND EBERLIN, P.C.

 31 SODOM ROAD, BROOKSTEIN, NEW YORK 10808

 CONSULTING ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS

 914-582-0326 PHONE 914-279-5083 FAX



[illegible]

READING LEGEND

--- (PROF) --- DC. CONTOURS

(PROF) DC. SPOT ELEVATION

--- DC. FENCE TO REMAIN

□ DRAIN INLET

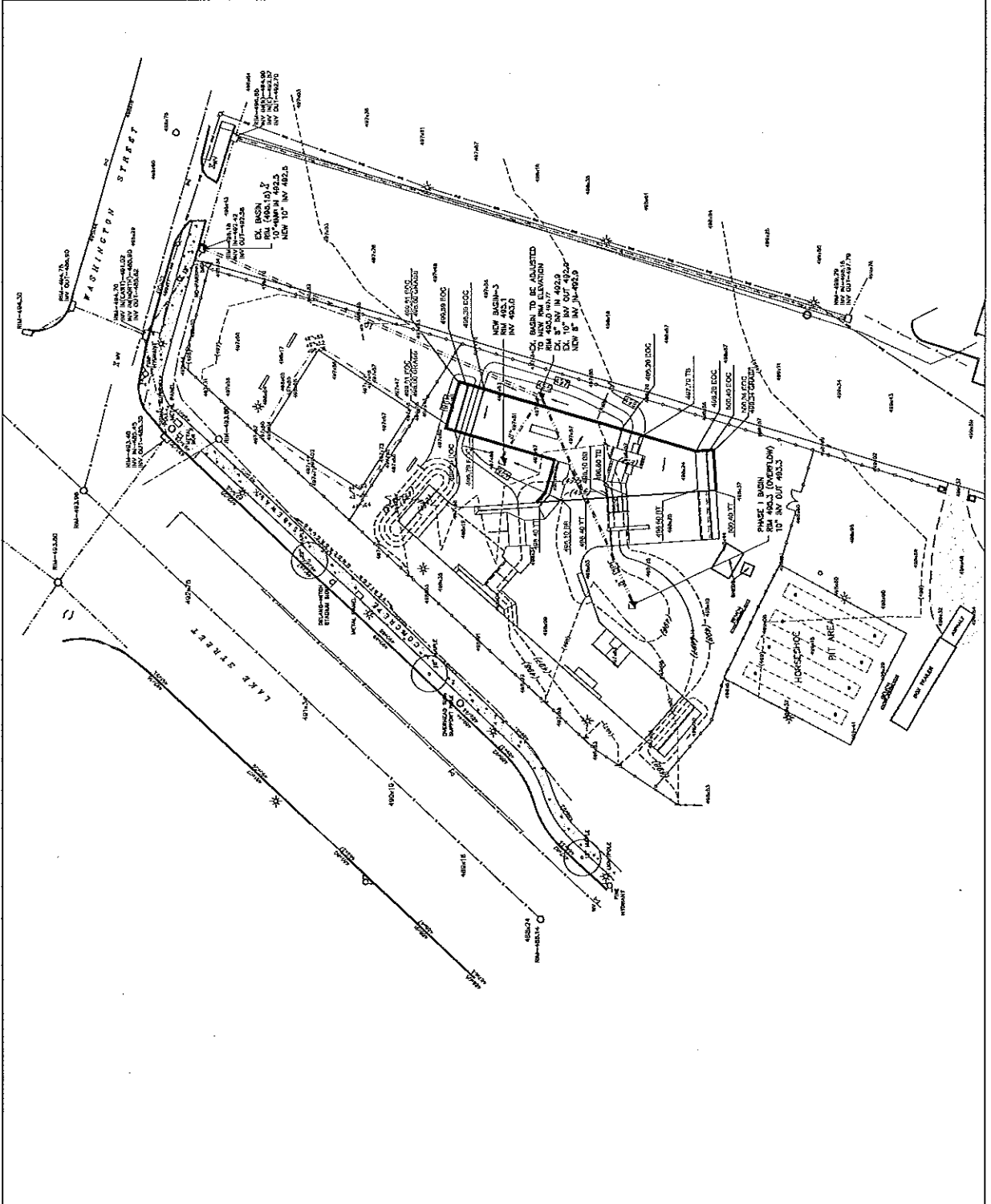
+405.7 PROPOSED SPOT ELEVATION

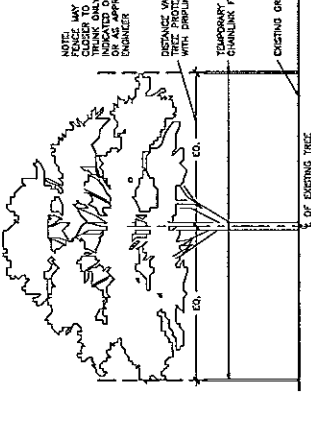
100.0 PROPOSED CONTOUR

--- PROPOSED PIPE

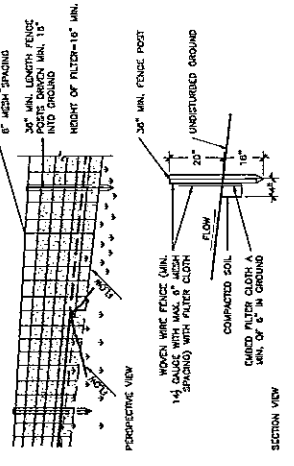
--- DIRECTION OF SHEET FLOW

EBERLIN AND EBERLIN, P.C.
31 SODOM ROAD BREWSTER NEW YORK 10509
CONSULTING ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS
914-382-0319 PHONE 914-879-2283 FAX

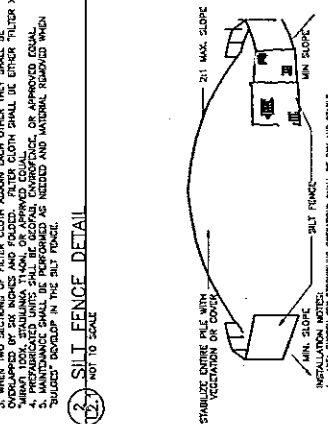




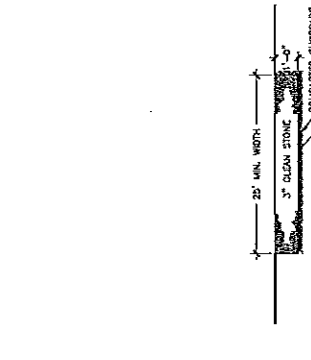
1. TEMPORARY SITE ENCLOSURE FENCE DETAIL
NOT TO SCALE



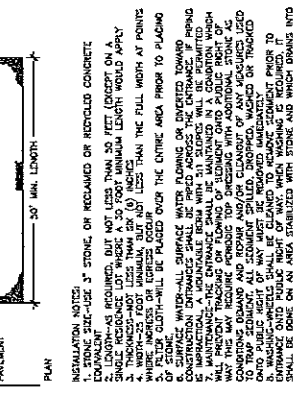
2. TEMPORARY SOIL STOCK PILING DETAIL
NOT TO SCALE



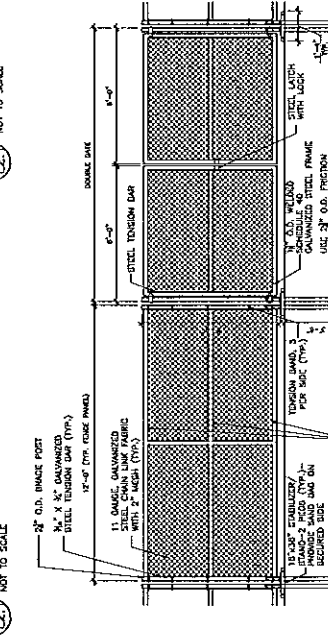
3. TEMPORARY CONSTRUCTION FENCE DETAIL
NOT TO SCALE



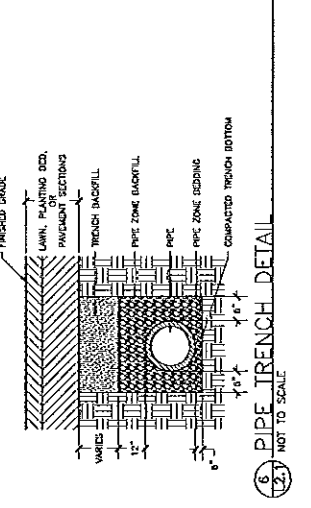
4. STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE



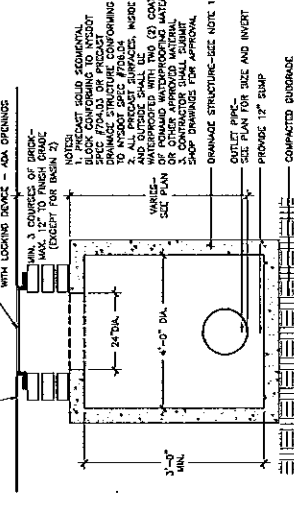
5. TYPICAL SUBGRADE/EXCAVATION DETAIL
NOT TO SCALE



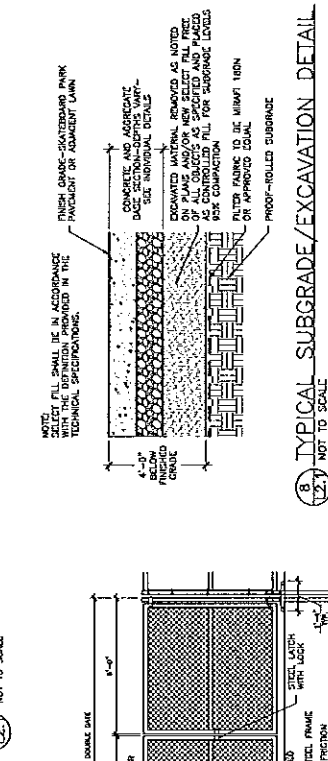
6. DRAIN INLET DETAIL
NOT TO SCALE



7. PIPE TRENCH DETAIL
NOT TO SCALE

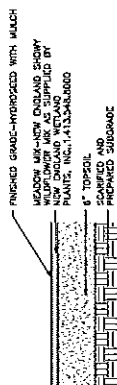


8. TYPICAL SUBGRADE/EXCAVATION DETAIL
NOT TO SCALE

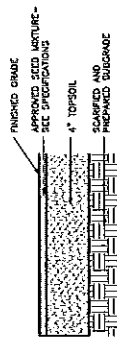


9. TYPICAL SUBGRADE/EXCAVATION DETAIL
NOT TO SCALE

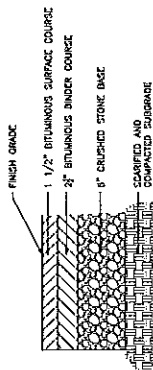
5. TOPSOIL AND WILDFLOWER SEED MIX AREA SECTION



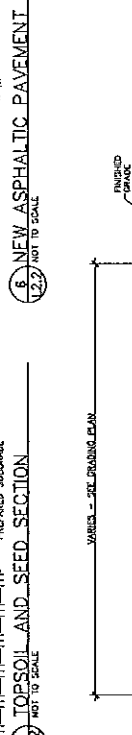
1. LAWN RESTORATION DETAIL



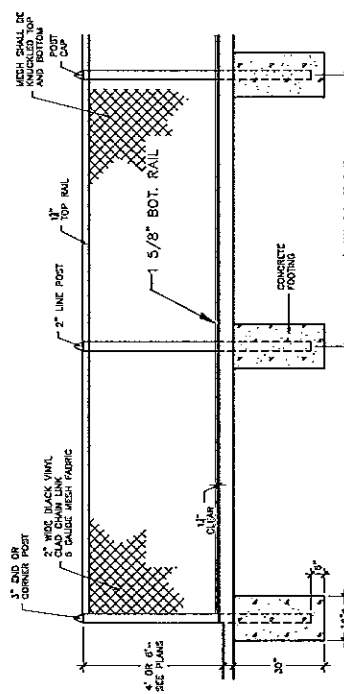
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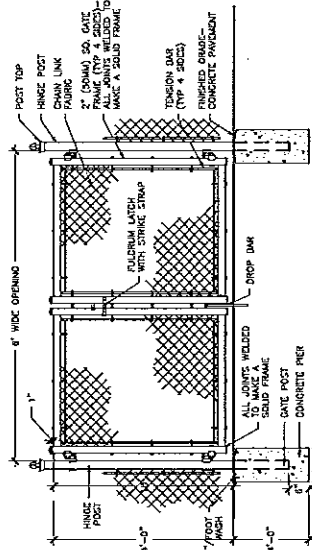
6 NEW ASPHALTIC PAVEMENT



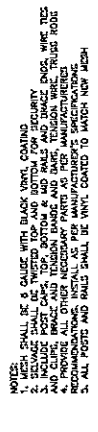
3. RAIN GARDEN SECTION DETAIL



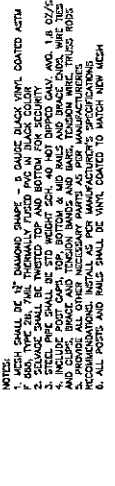
7 SINGLE SWING GATE DETAIL



4 CHAIN LINK FENCE AND FOOTINGS DETAIL



8' 4" HIGH DOUBLE SWING ACCESS GATE DETAIL



NOTES:

1. MESH SHALL BE 1" SQUARES SHAPE - 8 GAUGE BLACK VINYL COATED ASTM A166.
2. BELT SHALL BE TWENTY TOP AND BOTTOM FOR SECURITY.
3. STEEL POST SHALL BE STD WEIGHT SCH. 40 HOT DIPPED GALV. 1.8 OZ/SQ FT.
4. INCLUDE POST CAPS, TOP, BOTTOM & MID RAILS AND BRACE ENDS, WIRE TIES AND CLIPS, BRACE AND TENSION BANDS AND PADS, TENSION WIRE, TRUSS RODS.
5. PROVIDE ALL OTHER NECESSARY PARTS AS PER MANUFACTURER'S SPECIFICATIONS.
6. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS.
7. ALL PORTS AND RAILS SHALL BE VINYL COATED TO MATCH NEW MESH.

ITEMS: MESH SHALL BE 12" DIAMOND SHAPE - 8 GAUGE BLACK VINYL COATED ASTM B680, TYPE 201, TAIL THERMALLY FUSED MIN IN BLACK COLOR. BELLOWS SHALL BE TWISTED TOP AND BOTTOM FOR SMOOTH COLOR. STEEL PIPE SHALL BE STD WEIGHT SCH. 40 HOT DIPPED GALV. WDG. 1.8 OZ/SQ. YD. VULCANIZING CAPS, TOP, BOTTOM & MID RAILS AND DRAGE ENDS, WHILE TIES SHALL BE 1/2" DIA. STEEL PIPE. PROVIDE ALL OTHER NECESSARY PARTS AS PER MANUFACTURER'S RECOMMENDATIONS. INSTALL AS PER MANUFACTURER'S SPECIFICATIONS. ALL POSTS AND RAILS SHALL BE VINYL COATED TO MATCH NEW MESH.



BRINDLINE
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

BRINDLINE & ASSOCIATES
1000 10th Avenue
Newburgh, NY 12550
Tel: 845.562.1234
Fax: 845.562.1235
www.brindline.com

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SCALE
1" = 10'

VERTICAL CONTROLS

SHEET:

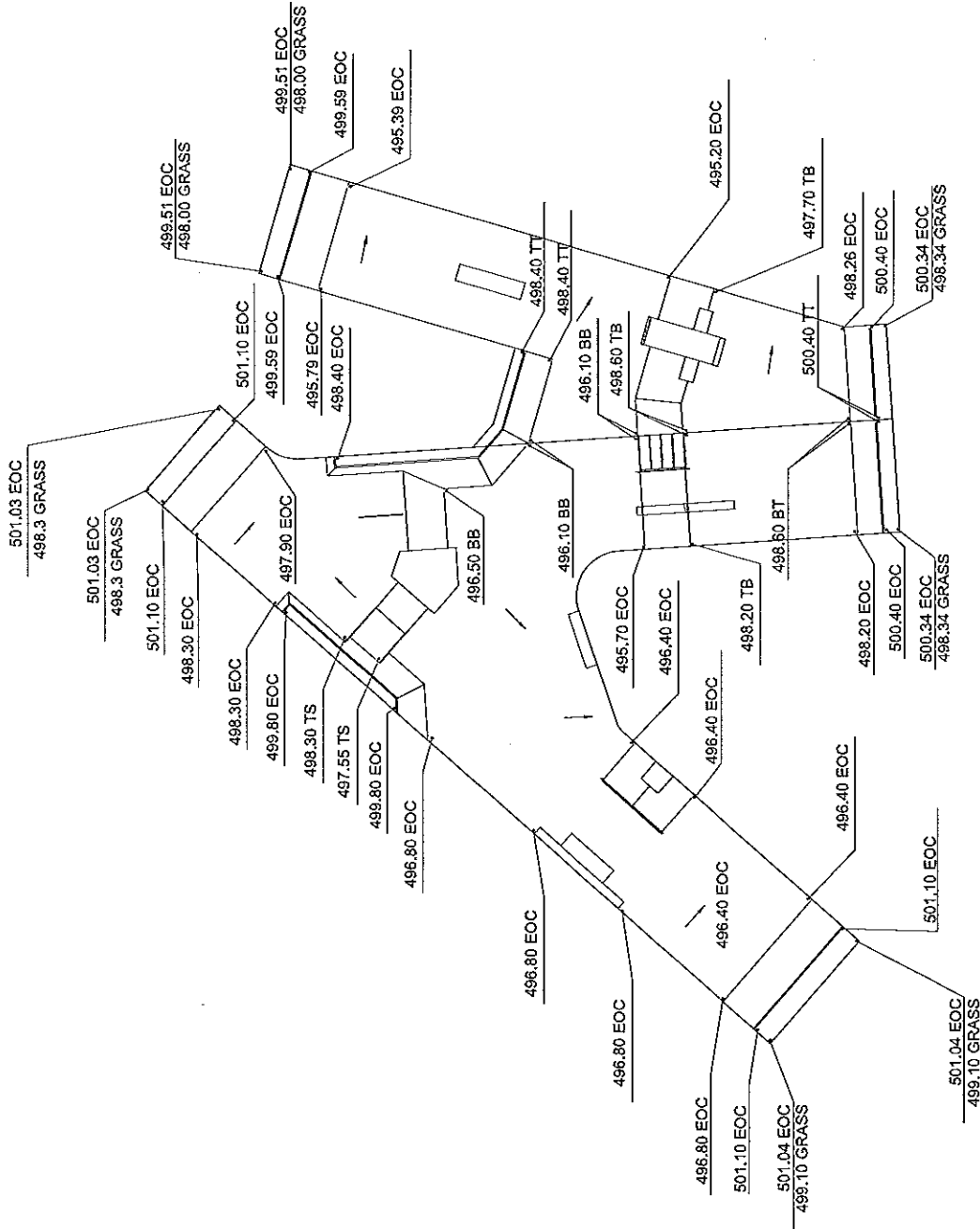
SP1.1

DATE: 5/5/17

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

LEGEND
EOC EDGE OF CONCRETE
INV INVERT ELEVATION
RM RIM ELEVATION
FS FINISHED SURFACE
TT TOP OF TRANSITION
BT BOTTOM OF TRANSITION
TB TOP OF BANK
BB BOTTOM OF BANK





BRINDLINE
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

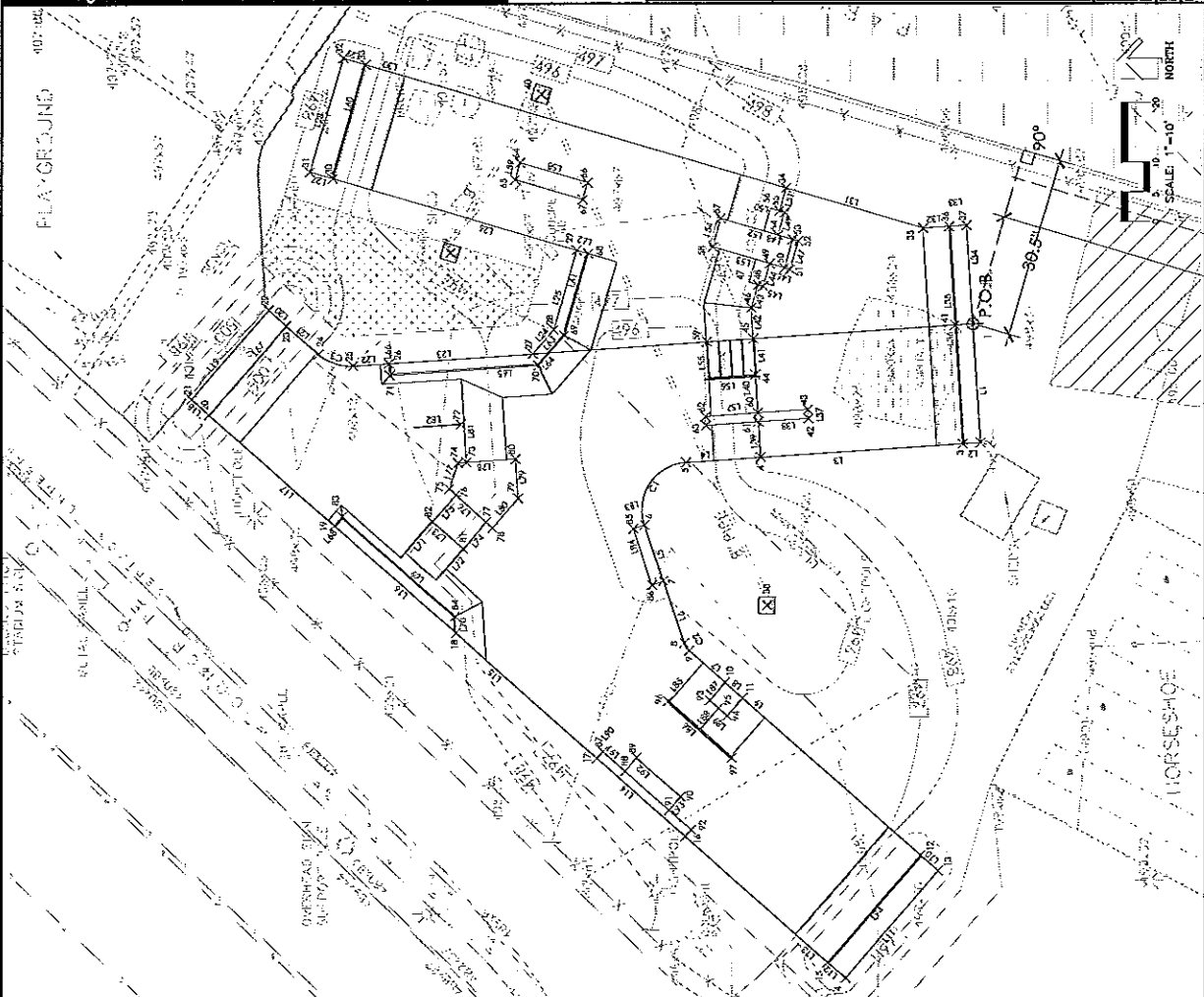
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY
DATE: 5/5/17
DRAWN BY: [Name]
CHECKED BY: [Name]

SCALE: 1" = 10'

HORIZONTAL CONTROLS

SHEET: SP1.2

DATE: 5/5/17
DRAWN BY: [Name]
CHECKED BY: [Name]



Point	Station	Point	Station
1	1+00.00	11	11+00.00
2	1+05.00	12	11+05.00
3	1+10.00	13	11+10.00
4	1+15.00	14	11+15.00
5	1+20.00	15	11+20.00
6	1+25.00	16	11+25.00
7	1+30.00	17	11+30.00
8	1+35.00	18	11+35.00
9	1+40.00	19	11+40.00
10	1+45.00	20	11+45.00

Point	Station	Point	Station
21	11+50.00	31	12+50.00
22	11+55.00	32	12+55.00
23	11+60.00	33	12+60.00
24	11+65.00	34	12+65.00
25	11+70.00	35	12+70.00
26	11+75.00	36	12+75.00
27	11+80.00	37	12+80.00
28	11+85.00	38	12+85.00
29	11+90.00	39	12+90.00
30	11+95.00	40	12+95.00

Point	Station	Point	Station
41	13+00.00	51	14+00.00
42	13+05.00	52	14+05.00
43	13+10.00	53	14+10.00
44	13+15.00	54	14+15.00
45	13+20.00	55	14+20.00
46	13+25.00	56	14+25.00
47	13+30.00	57	14+30.00
48	13+35.00	58	14+35.00
49	13+40.00	59	14+40.00
50	13+45.00	60	14+45.00

Point	Station	Point	Station
61	14+50.00	71	15+50.00
62	14+55.00	72	15+55.00
63	14+60.00	73	15+60.00
64	14+65.00	74	15+65.00
65	14+70.00	75	15+70.00
66	14+75.00	76	15+75.00
67	14+80.00	77	15+80.00
68	14+85.00	78	15+85.00
69	14+90.00	79	15+90.00
70	14+95.00	80	15+95.00

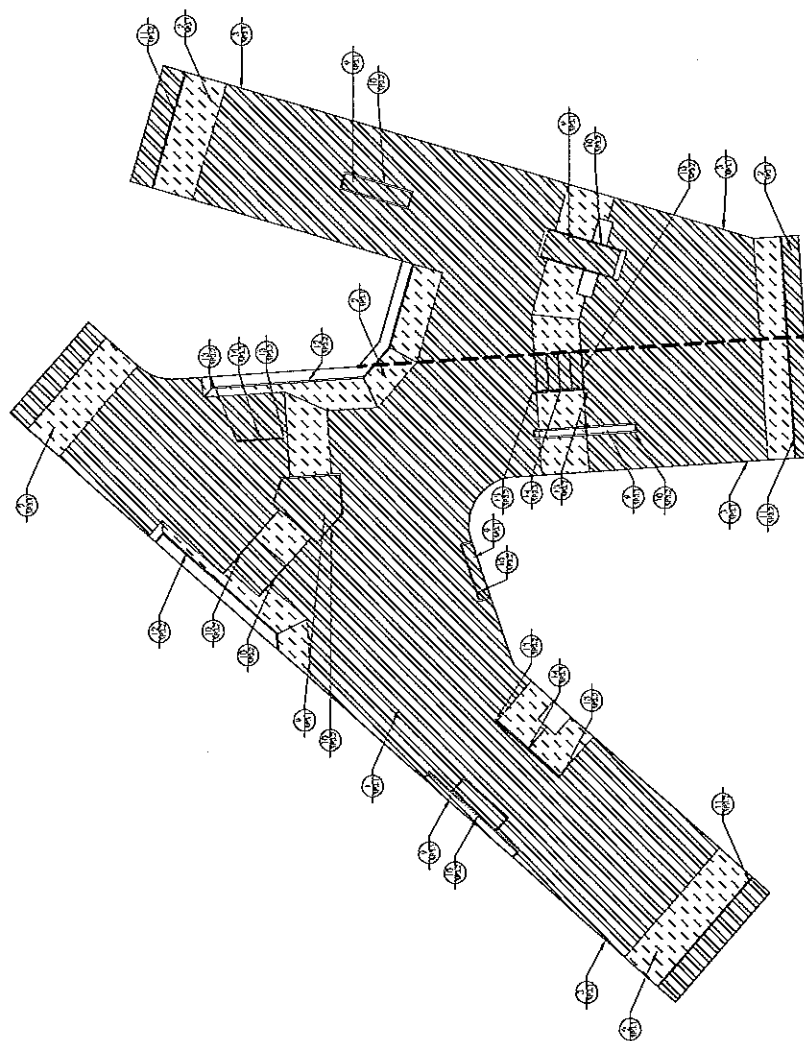
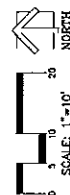
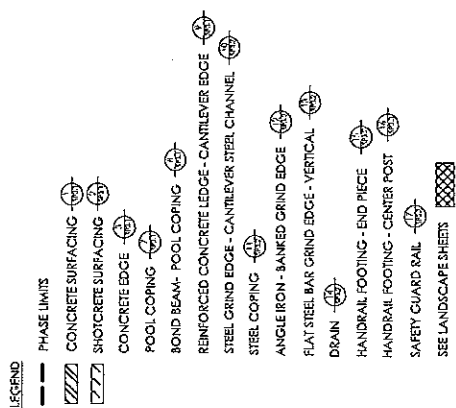
Point	Station	Point	Station
81	16+00.00	91	17+00.00
82	16+05.00	92	17+05.00
83	16+10.00	93	17+10.00
84	16+15.00	94	17+15.00
85	16+20.00	95	17+20.00
86	16+25.00	96	17+25.00
87	16+30.00	97	17+30.00
88	16+35.00	98	17+35.00
89	16+40.00	99	17+40.00
90	16+45.00	100	17+45.00

Curve	Length	Radius	Chord	Chord Intersection
1	10.00	100.00	10.00	10.00
2	10.00	100.00	10.00	10.00
3	10.00	100.00	10.00	10.00
4	10.00	100.00	10.00	10.00
5	10.00	100.00	10.00	10.00

Curve	Length	Radius	Chord	Chord Intersection
6	10.00	100.00	10.00	10.00
7	10.00	100.00	10.00	10.00
8	10.00	100.00	10.00	10.00
9	10.00	100.00	10.00	10.00
10	10.00	100.00	10.00	10.00

Curve	Length	Radius	Chord	Chord Intersection
11	10.00	100.00	10.00	10.00
12	10.00	100.00	10.00	10.00
13	10.00	100.00	10.00	10.00
14	10.00	100.00	10.00	10.00
15	10.00	100.00	10.00	10.00
16	10.00	100.00	10.00	10.00
17	10.00	100.00	10.00	10.00
18	10.00	100.00	10.00	10.00
19	10.00	100.00	10.00	10.00
20	10.00	100.00	10.00	10.00

Curve	Length	Radius	Chord	Chord Intersection
21	10.00	100.00	10.00	10.00
22	10.00	100.00	10.00	10.00
23	10.00	100.00	10.00	10.00
24	10.00	100.00	10.00	10.00
25	10.00	100.00	10.00	10.00
26	10.00	100.00	10.00	10.00
27	10.00	100.00	10.00	10.00
28	10.00	100.00	10.00	10.00
29	10.00	100.00	10.00	10.00
30	10.00	100.00	10.00	10.00





CONCRETE SKATEPARK DESIGN & CONSTRUCTION

CONCRETE SKATEPARK DESIGN & CONSTRUCTION
1000 10TH AVENUE
SUITE 100
NEW YORK, NY 10018
TEL: (212) 691-1000
FAX: (212) 691-1001
WWW.CSKDC.COM

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SCALE
1" = 10'

CONCRETE JOINTS

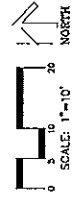
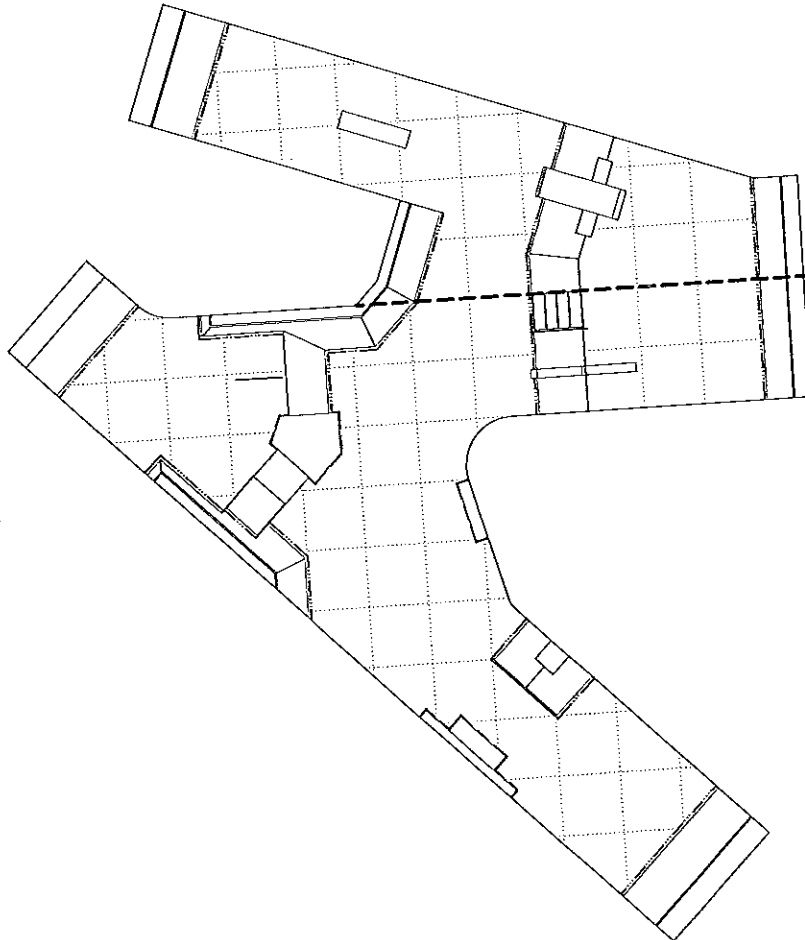
SHEET:
SP1.4

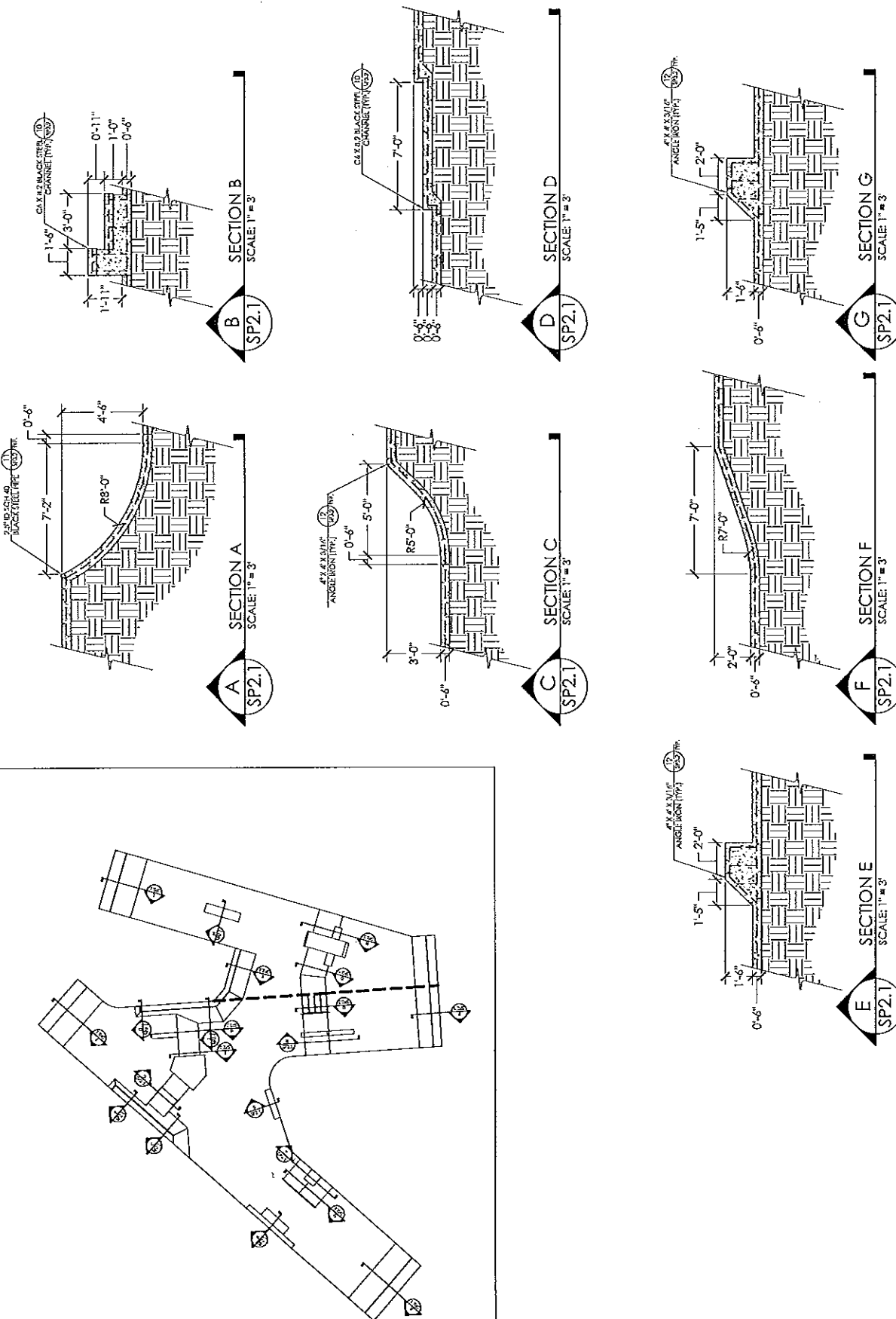
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DRAWN BY:
CHECKED BY:

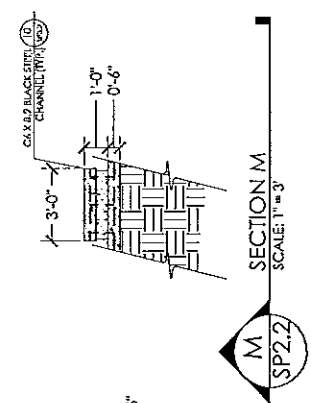
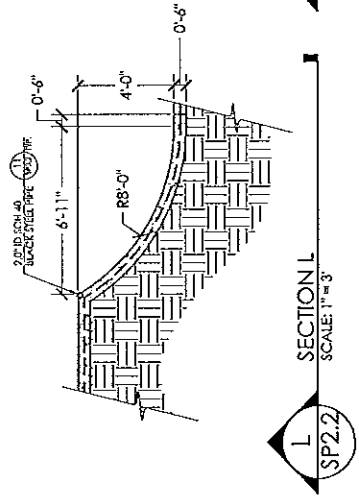
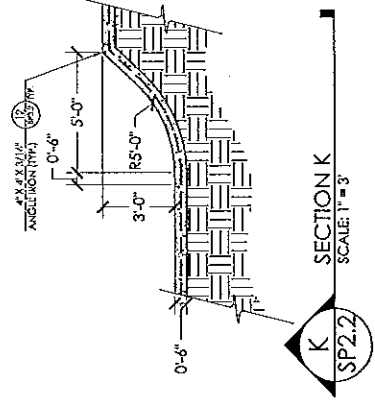
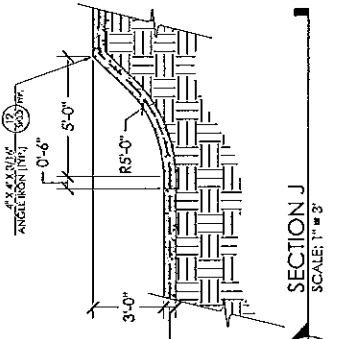
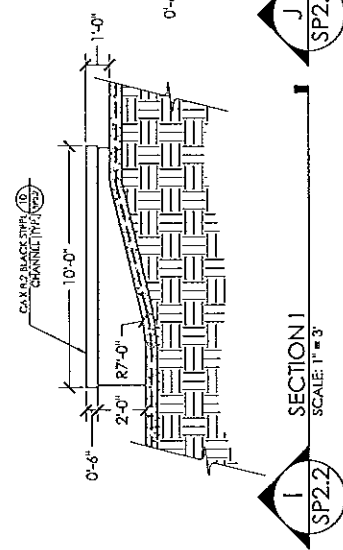
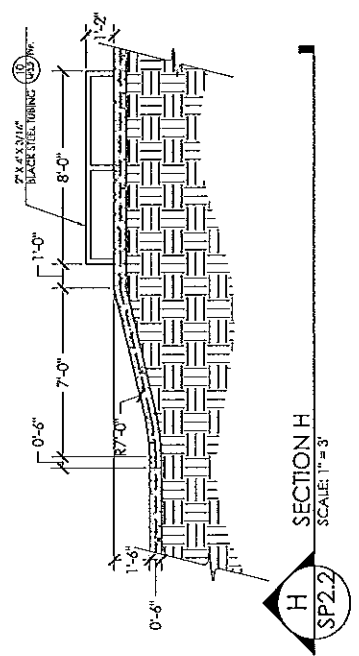
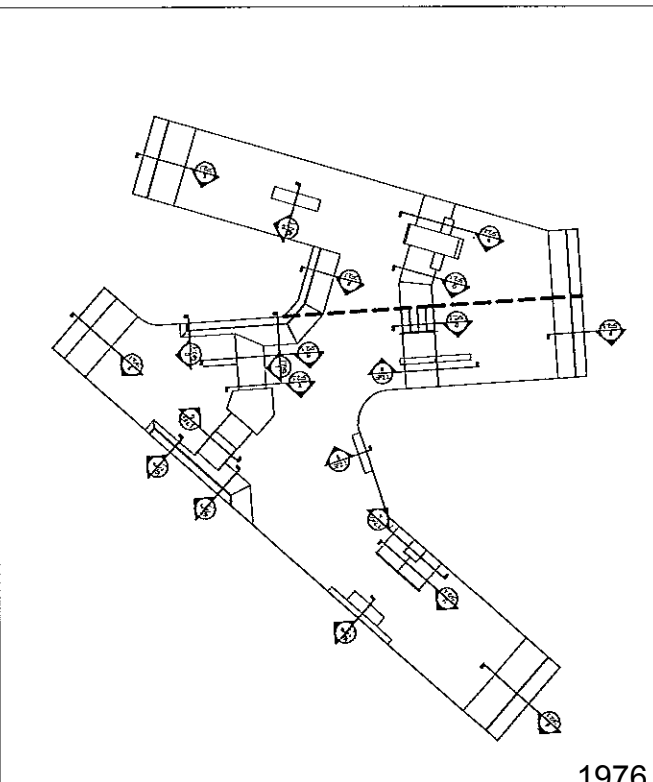
LEGEND

- COLD JOINT
- KEY JOINT
- BOND BEAM-STEEL COPING
- SAW CUT JOINT
- BOND BEAM-POOL COPING
- EXPANSION JOINT
- PHASE LIMITS

NOTE:
SAW CUT PATTERN IS SHOWN TO PROVIDE
DIRECTION, CONTRACTOR TO CUT SLAB AS
NEEDED TO PREVENT CRACKING. SAW CUTS
MUST BE MADE BEFORE ANY SIGNS OF THERMAL
CRACKING. THERMAL CRACKING AS A RESULT
OF INSUFFICIENT CRACK CONTROL MAY RESULT
IN UNSATISFACTORY SURFACES.









GRINDLINE
CONCRETE SKATEPARK DESIGN & CONSTRUCTION
3115 W. 10TH ST.
DENVER, CO 80202
303.733.8200
WWW.GRINDLINE.CO

PROJECT: NEWBURGH SKATEPARK

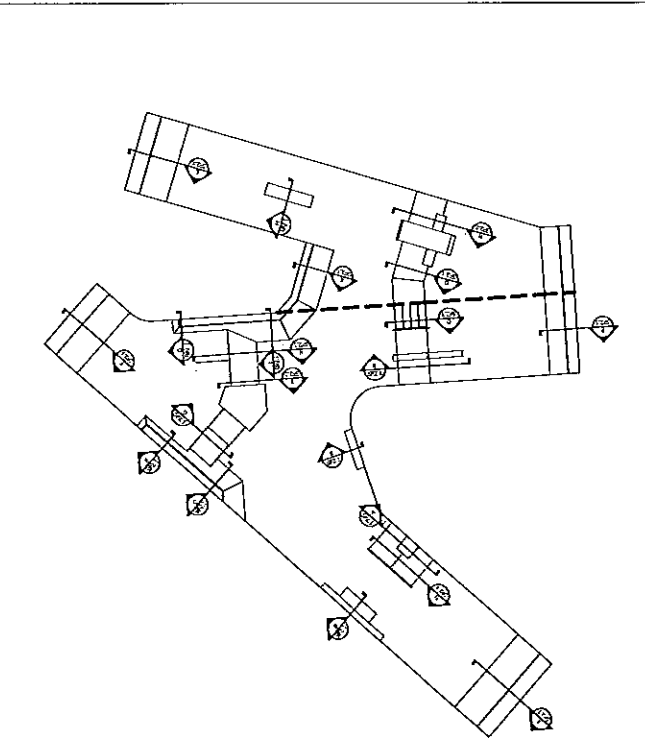
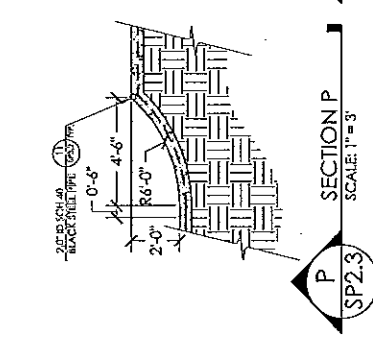
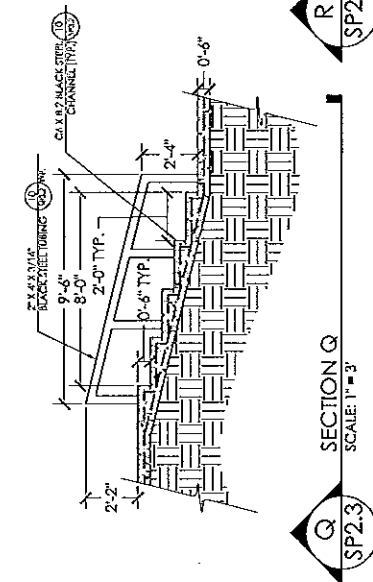
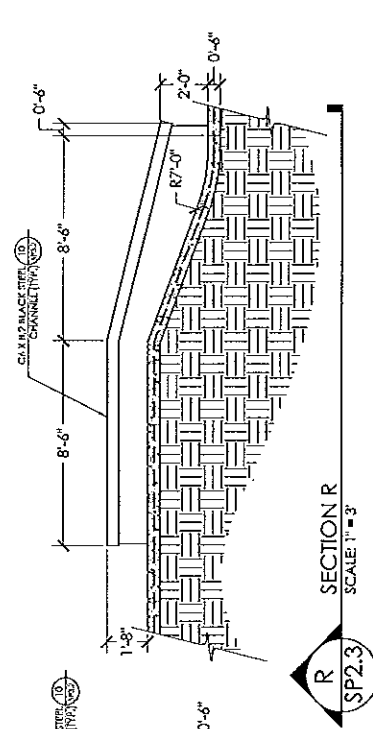
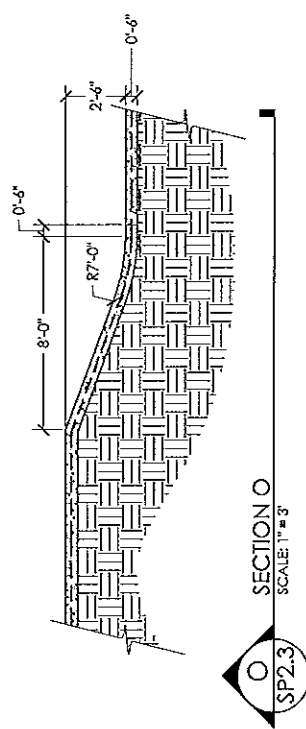
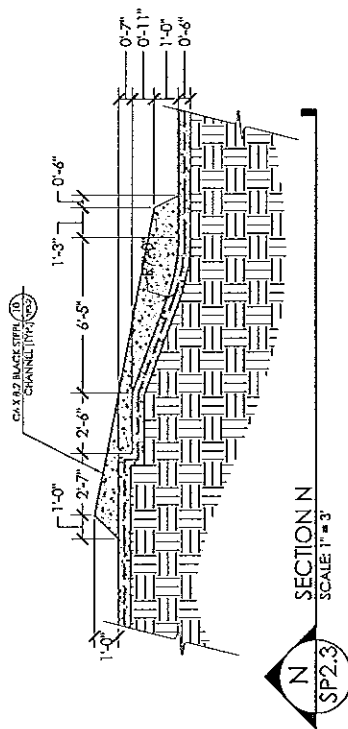
LOCATION: NEWBURGH, NY

SCALE
1" = 3'

SECTIONS AND KEY

SHEET:
SP2.3

DATE: 5.9.17
DRAWN BY: JHE
CHECKED BY: JHE





GRINDLINE
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

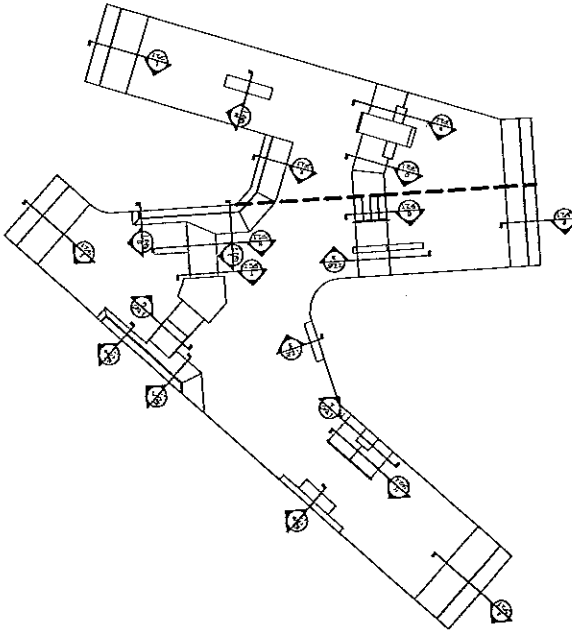
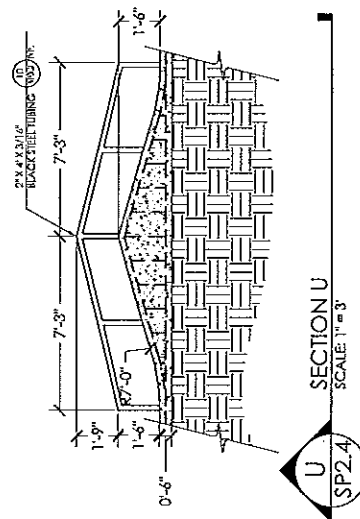
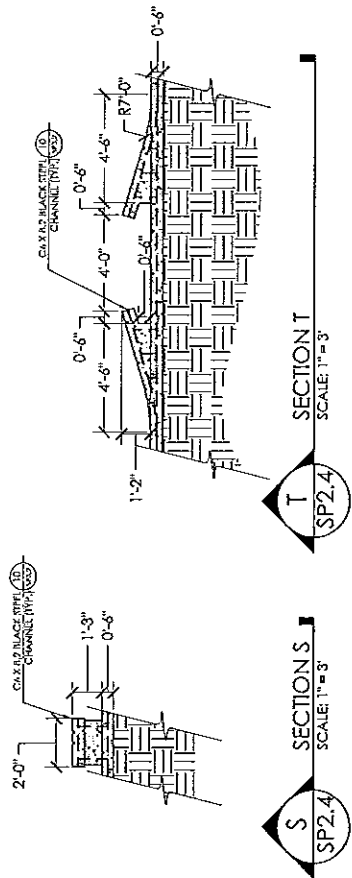
4115 MAIN ST.
ROCHESTER, NY 14621
716.243.1111
WWW.GRINDLINE.COM

PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

SCALE
1" = 3'

SECTIONS AND KEY

SHEET:
SP2.4
DATE: 5.9.17
DRAWN BY: JAF
CHECKED BY: JAF





N.T.S.

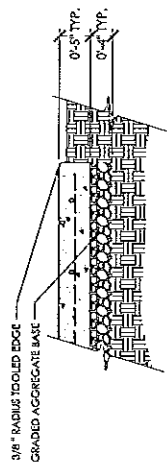
DETAILS

SHEET:
SP3.1

DATE: 5.9.17

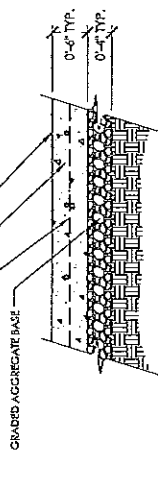
PROJECT: NEWBURGH SKATEPARK
LOCATION: NEWBURGH, NY

NOTE: ALL STEEL TO BE PAINTED BLACK.
CONTINUOUS WELD ON ALL JOINTS.
STEEL REINFORCEMENT: #3 REBAR @ 12" O.C. UNLESS OTHERWISE NOTED TYP.



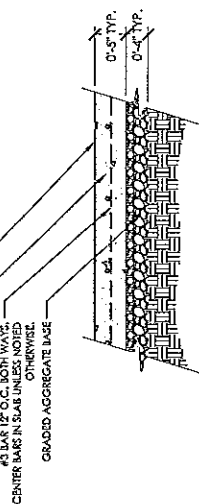
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SP3.1

NOTE: SEE GEOTECH REPORT FOR SUBGRADE RECOMMENDATIONS.



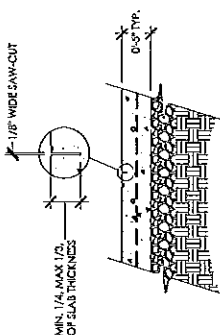
2
SP3.1

HAND TROWELED SMOOTH FINISH
5" CONCRETE SLAB.
SEE SPECIFICATIONS FOR FURTHER
DETAILS.



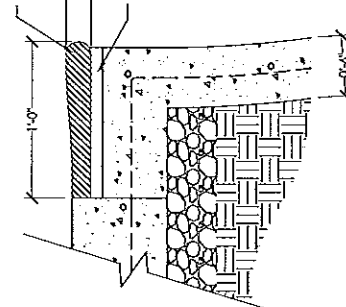
1
SP3.1

1/2-1 1/8" WIDE SAW-CUT



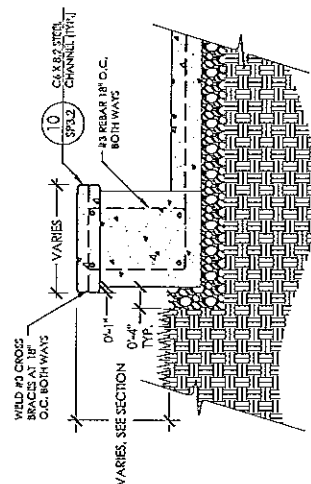
5
SP3.1

2" PRECAST BULNOSE CONCRETE
COPING, TEDDER STONE COPING CO.
OR EQUAL WITH 3/8" MORTAR



4
SP3.1

WILD #3 CROSS
BRACES AT 18" -
O.C. BOTH WAYS



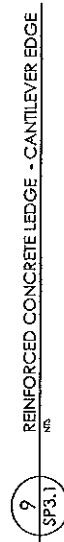
6
SP3.1

BOND BEAM - POOL COPING



8 SP3.1

REINFORCED CONCRETE LEDGE - CANTILEVER EDGE



9 SP3.1



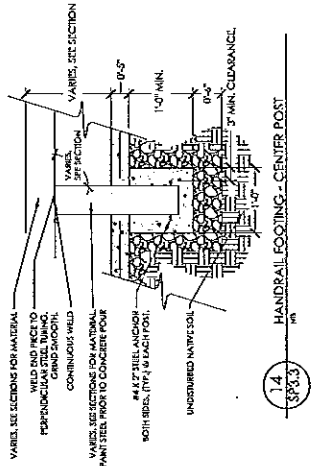
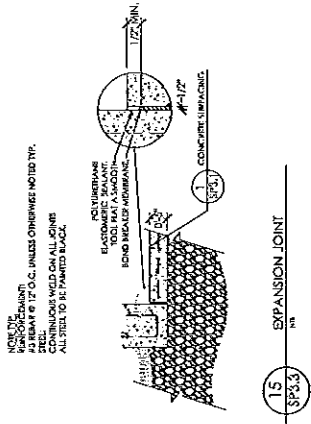
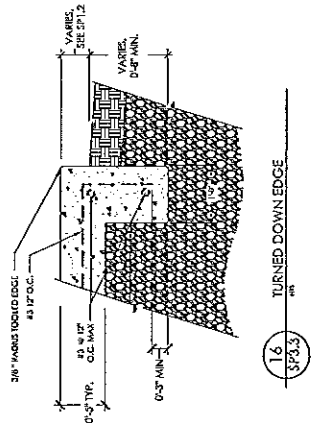
GRINDLINE
CONCRETE SKATEPARK DESIGN & CONSTRUCTION

3018 E. 15th Ave.
PO Box 1500
Boulder, CO 80501-1500
www.grindline.com

Any change or alteration to the project or its details shall be the responsibility of the client. Any change or alteration to the project shall be the responsibility of the client. Any change or alteration to the project shall be the responsibility of the client.

SCALE	N.T.S.
DETAILS	
PROJECT: NEWBURGH SKATEPARK	
LOCATION: NEWBURGH, NY	

SHEET:	SP3.3
DATE:	5.9.17
DESIGNED BY:	
CHECKED BY:	



UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Newburgh Skatepark Project - Bid #11.17 BID OPENING: Monday, June 26, 2017 at 11:00 a.m.

Bid Opening: Began at 11:01 a.m. and closed at 11:12 a.m.

Present: Helen Reilly, on behalf of City Comptroller Kathryn Mack; Elizabeth Garrison, Administrative Assistant to City Engineer, Zakia Alam, Junior Civil Engineer, Deirdre Glenn, Director of Planning & Development; and, Ellen Fillo, Community Development Director
Contractors: Dustin Younie, Hardcore Skateparks

Bidder Name	Time Stamped	Sealed & Clearly Marked	Original & One Copy	City Form, Missing signature to formally certify as Corporate in on pg BF-4	Certified Resolution of Board of Directors	Non-Collusion Bidding Affidavit	Form of Security Bond on City Form; (Not signed by witness for bidder on pg BF-9)	Bidder's Qualification Questionnaire	Worker's Comp Affidavit	Apprenticeship Certification (if ≥ \$250,000)	HUD Section 3 Certification (if ≥ \$200,000)	Iranian Divestment Act	Specialty Pre-Qualifications	Lump Base Bid	Add Alt. #1 (Ph. II)	Deduct Alt. #1 (Wildflower Plantings)	Add Alt. #2 ("Turf Grass Plantings)	Unsuitable Material Disposal (500 cu. yds.) price per cu. yds.;	Suitable Fill price per cu. yds.;
1 Hardcore Skateparks	6/26 @ 10:44 am (HR)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$479,850.00	\$188,750.00	\$8,000.00	\$3,000.00	\$37.50	\$47.00
1982																			
3																			
4																			
5																			
6																			

Bid Tabulation
EDG

RESOLUTION NO.: 195 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH PRECISION PIPELINE SOLUTIONS, LLC TO
ALLOW ACCESS TO CITY-OWNED PROPERTY LOCATED AT 360 LIBERTY STREET
DURING A GAS MAIN REPLACEMENT PROJECT IN THE CITY OF NEWBURGH
PERFORMED ON BEHALF OF CENTRAL HUDSON ELECTRIC AND GAS

WHEREAS, the Precision Pipeline Solutions has requested access to City-owned property located at 360 Liberty Street and identified as Section 12, Block 1, Lot 26, on the tax map of the City of Newburgh for the purpose of temporary storage of pipe, equipment and related material for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas; and

WHEREAS, such access to the subject property is requested through December 31, 2017 and requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, fifty (50%) of the revenue collected from the license fee collected shall be allocated to funding programs and events for City youth and fifty (50%) of the revenue collected from the license fee shall be allocated to the cost of necessary and appropriate fencing for the City-owned property; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same 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 enter into the attached license agreement with Precision Pipeline Solutions to allow access to City-owned property located at 360 Liberty Street for the purpose of temporary storage of equipment and materials as a staging area for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that fifty (50%) of the revenue collected from the license fee collected shall be allocated to funding programs and events for City youth and fifty (50%) of the revenue collected from the license fee shall be allocated to the cost of necessary and appropriate fencing for the City-owned property.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and seventeen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and PRECISION PIPELINE SOLUTIONS, LLC, a private business organization having an address at 617 Little Britain Road, Suite 200, New Windsor, New York 12553 and its consultants and sub-contractors, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

Property identified as lands of the City of Newburgh, 360 Liberty Street, Section 12, Block 1, Lot 26 on the tax map of the City of Newburgh;

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 360 Liberty Street, Section 12, Block 1, Lot 26, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for a gas main replacement project in the City of Newburgh performed on behalf of Central Hudson Electric and Gas.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3: License Fee: Licensee shall pay to the City, as and for a fee for the use of 360 Liberty Street during the period of this agreement, \$1,000.00 per month. Payment for the month of July shall be paid to the Licensor upon execution of this Agreement. Thereafter, Licensee shall make payment of the license fee to the Licensor on the first day of each month until the expiration of this Agreement as provided in Section 7.

Section 4: Insurance: The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 4 and such insurance has been approved by the City.

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

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

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

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

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

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensors as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to

the access and use of 360 Liberty Street under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The license or privilege hereby given shall expire and terminate upon the later of December 31, 2017 or the completion of the project by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. Licensee shall post a restoration bond in the amount of \$25,000.00 prior to the commencement or performance of work under this License Agreement and the form and amount of the bond has been approved by the City.

Section 8. Assignment of License; No Sub-Licensing: This License may not be assigned or sub-let to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate the agreement.

Section 10. New York Law: This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____

Michael G. Ciaravino, City Manager
Per Resolution No.

PRECISION PIPELINE SOLUTIONS, LLC
LICENSEE

By: _____

Name:
Title:

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 196 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$11,700.00 REQUIRING NO CITY MATCH
FOR THE 2018 SUMMER PLAYGROUND PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

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

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

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$11,700.00 requiring no City match for the 2018 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 197 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN THE AMOUNT OF \$8,760.00 REQUIRING NO CITY MATCH
FOR THE 2018 YOUTH SOCCER PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$8,760.00 for a Youth Soccer Program consisting of a fall/spring outdoor season and a winter indoor season; and

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

WHEREAS, no City matching funds is required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in the amount of \$8,760.00 requiring no City match for the 2018 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 198 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY YOUTH BUREAU GRANT
IN AN AMOUNT NOT TO EXCEED \$47,160.00 REQUIRING NO CITY MATCH
FOR THE 2018 YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that funding is available through the Orange County Youth Bureau; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 for the 2018 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

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

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Youth Bureau Grant in an amount not to exceed \$47,160.00 requiring no City match for the 2018 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 199 - 2017

OF

JULY 10, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT FOR MUTUAL AID FOR SUPPLEMENTAL POLICE ASSISTANCE
BETWEEN THE CITIES, TOWNS AND VILLAGES WITHIN ORANGE COUNTY**

WHEREAS, Section 209-M(2) of the General Municipal Law authorizes and empowers the Chief Executive Officer of a local government, whenever he/she deems that the public interest requires it, to request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and/or supplies of the police department of the local government of which the request is made; and

WHEREAS, Section 209-M(3) of the said law further states that a local government may, by local law, delegate to the Chief of Police of its police department the powers granted to a Chief Executive Officer to request and grant police assistance; and

WHEREAS, Section 209-M(5) of the said law empowers and authorizes a local government granting police assistance pursuant to this law to assume any loss, damage, expense and cost for the personnel, equipment and/or supplies and donate these services, including salaries and any other expenses incurred to the local government granting said police assistance; and

WHEREAS, the Cities, Towns and Villages within Orange County find that it is to their mutual advantage and benefit to render police assistance, including available personnel, equipment and/or supplies, in the event the Police Chief of a police department deems the public interest requires it and that said local government granting the police assistance donate such services to the receiving local government and assume any loss, damage, expense or cost for providing any personnel, equipment and/or supplies; and

WHEREAS, rendering such police assistance requires an Agreement between the Cities, Towns and Villages of Orange County, a copy of which is annexed hereto and made part hereof; and

WHEREAS, the City Council of the City of Newburgh finds entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an Agreement for Mutual Aid for Supplemental Police Assistance between the Cities, Towns and Villages within Orange County, New York.

MUTUAL AID FOR SUPPLEMENTAL POLICE ASSISTANCE

By

Cities, Towns and Villages within Orange County, N.Y.

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the (City) (Town) (Village) of _____, and all other city, towns, villages or other municipalities within Orange County, N.Y. who execute this Agreement;

WITNESSETH;

WHEREAS, Section 209-M (2) of the General Municipal Law authorizes and empowers the Chief Executive Officer of a local government, whenever he/she deems that the public interest requires it, to request the Chief Executive Officer of any other local government to detail, assign and make available for duty and use in the local government for which the request is made, any part of the forces, equipment and/or supplies of the police department of the local government of which the request is made;

WHEREAS, Section 209-M (3) of the said law further states that a local government may, by local law, delegate to the Chief of Police of its police department the powers granted to a Chief Executive Officer to request and grant police assistance;

WHEREAS, Section 209-M (5) of the said law empowers and authorizes a local government granting police assistance pursuant to this law to assume any loss, damage, expense and cost for the personnel, equipment and/or supplies and donate these services, including salaries and any other expenses incurred to the local government granting said police assistance;

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each of the other parties agree to render police assistance, including available personnel, equipment and/or supplies, in the event the Police Chief of a police department deems the public interest requires it and that said local government granting the police assistance donate such services to the receiving local government and assume any loss, damage, expense or cost for providing any personnel, equipment and/or supplies;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. The (Town) (Village) of _____ hereby agrees to provide police assistance in the form of personnel, equipment and/or supplies to any other local government within Orange County and hereby authorizes and empowers the Chief Executive Officer or Chief of Police to grant said police assistance pursuant to Section 209-M of the General Municipal Law as identified in Appendix A (ORANGE COUNTY, NY POLICE MUTUAL AID AND RAPID RESPONSE PLAN) which is a part of this agreement.
2. The parties agree that the extent of the police assistance rendered by the local government granting said assistance should be determined solely by the local government furnishing said assistance and it is understood that the assistance so furnished may be recalled.
3. The parties further agree to prepare, support and enact a local law pursuant to Section 209-M (3) of the General Municipal Law delegating to the Chief of Police of their respective police departments the powers granted to the Chief Executive Officer in said law to request or grant police assistance.
4. The parties agree that pursuant to Section 209-M (5) of said law, the local government rendering the police assistance hereby agrees to assume any loss, damage, expense and/or cost for the personnel, equipment and/or supplies, and donate these services, including salaries and any other expenses incurred by the local government granting such assistance.
5. The personnel who are furnished by a local government will work as far as possible under their own supervisors, and the equipment furnished by them will ordinarily be operated by personnel of the police department furnishing their equipment. However, the superior officer at the scene of the emergency of the police department requesting the assistance shall have command of the overall operations unless said command is relinquished by said superior officer to another officer from one of the assisting police departments.
6. The term "police department" as used in this Agreement shall be interchangeable with the term F.B.I., State Police, Sheriff's Office, or any other police agency.
7. The term "Orange County" shall include all the cities, towns and villages of Orange County.
8. It is mutually understood and agreed that this Agreement does not relieve any of the parties hereto from the necessity and obligation of providing adequate police protection within their own areas.

9. It is further understood and agreed that the provisions of this Agreement will be invoked only when, in the opinion of the Police Chief of the party requesting assistance, it is deemed necessary to request outside assistance because all of the personnel, equipment and/or supplies under his/her command have been exhausted and outside assistance is needed to control and suppress a disturbance or other local emergency.
10. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with furnishing mutual aid under this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of such party.
11. Any party to this Agreement may withdraw at any time, upon thirty (30) days written notice to each of the other parties, and thereafter, such withdrawing party shall no longer by a party to this Agreement;

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto through their respective Mayors and Supervisors first thereunto duly authorized by their respective City, Village, and Town Boards.

MUNICIPALITY: C/T/V of _____

By: Mayor/ Supervisor _____

Signature _____

DATE: _____

Appendix A

ORANGE COUNTY, NY POLICE MUTUAL AID AND RAPID RESPONSE PLAN

It is the responsibility of Law Enforcement Agencies in Orange County to be prepared when dealing with major incidents, whether they are criminal in nature or natural disasters. Rapid response and pre-planning can often prevent the loss of life, damage to property and to prevent an incident from escalating. This plan does not replace the need for any **pre-existing SWAT, SOG, or REACT teams**. This plan is only to rapidly supply a needed agency with police personnel during the incipient stages of an incident requiring numerous officers.

POLICY

Working within the existing Jurisdictional Protocol Regarding Dispatching Procedures for Law Enforcement's Response to 9-1-1 Calls for Service, it is the policy of the Police Departments of Orange County to promptly provide Mutual Aid and rapid response in the form of manpower and equipment under the County Mutual Aid and Rapid Response Plan, (herein referred to as "RRP") upon the request of any participating agency.

DEFINITIONS

- **Mutual Aid and Rapid Response Incident:** An incident requiring activation of the Mutual Aid and Rapid Response is defined as a major incident or occurrence which necessitates a Police Department, within Orange County, to request **immediate wide scale** assistance.
- **Major Incidents:** Means any event, generally of an emergency nature, that involves actual or potential personal injury or property damage arising from a natural disaster, manmade disaster, civil disturbance or terrorist act.
- **Natural Disaster:** Means those incidents in which the forces of nature threaten the lives, safety or property of numerous persons; i.e.: floods, hurricanes, earthquakes, explosions, tornadoes, landslides or any other significant extreme weather event.
- **Manmade Disaster:** Means an incident in which the forces of man threatens the lives, safety or property of numerous persons; i.e.: nuclear/radiological accidents, chemical spills, major railroad accidents or aircraft crashes.
- **Active Shooter:** An active shooter is an individual actively engaged in killing or attempting to kill people in a populated area, and recent active shooter incidents have underscored the need for a coordinated response by law enforcement and others to save lives.

- **Civil Disturbance:** Means an action by any group that poses a substantial threat to peace, life or property or any tumultuous or violent activity that creates a grave risk of causing public alarm.
- **Terrorist Action:** Means a politically motivated, hostile action taken by a person or group whose intent is the commission of violent acts designed to instill fear, communicate a message and/or demand some governmental action.
- **Requesting Agency:** A Police Department located within Orange County that is requesting Mutual Aid from other police agencies, which have previously agreed to participate in the RRP, for the Police Departments in Orange County.
- **Responding Agency:** A Police Department located within Orange County that is responding to a request for Mutual Aid from other police agencies, which have previously agreed to participate in the RRP, for the Police Departments in Orange County.
- **Incident Command System:** The accepted system to be utilized to coordinate multi-agency responses to incidents.
- **Incident Commander:** The highest ranking member of the requesting department at the scene or his/her designee.
- **Staging Area:** The location designated generally a reasonable, safe distance from the incident of occurrence from which responding mutual aid units may be rapidly deployed to the scene.
- **Command Post:** The location from which the Incident Commander and his/her staff coordinate the Department's response to a major emergency.

Orange County participants shall consist of the following police agencies and will provide officers to support the Rapid Response Plan

<u>Department (ZONE)</u>	<u>Rapid Response</u>	<u>Delayed Response</u>
<u>City of Middletown (1)</u>		
<u>City of Port Jervis (1)</u>		
<u>Town of Deerpark (1)</u>		
<u>Town of Goshen (1)</u>		
<u>Town of Mount Hope (1)</u>		
<u>Town of Wallkill (1)</u>		
<u>Village of Goshen (1)</u>		
<u>City of Newburgh (2)</u>		
<u>Town of Crawford (2)</u>		
<u>Town of Montgomery (2)</u>		
<u>Town of New Windsor (2)</u>		
<u>Town of Newburgh (2)</u>		
<u>Village of Maybrook (2)</u>		
<u>Village of Montgomery (2)</u>		
<u>Village of Walden (2)</u>		
<u>Village of Washingtonville (2)</u>		
<u>Town of Blooming Grove (3)</u>		
<u>Town of Chester (3)</u>		
<u>Town of Cornwall (3)</u>		
<u>Town of Highlands (3)</u>		
<u>Town of Tuxedo (3)</u>		
<u>Town of Warwick (3)</u>		
<u>Town of Woodbury (3)</u>		

Village of Chester (3)

Village of Cornwall-on-Hudson (3)

Village of Florida (3)

Village of Greenwood Lake (3)

Village of Harriman (3)

Village of Highland Falls (3)

Village of Monroe (3)

Village of Tuxedo Park (3)

Orange County Sheriff (ALL)

New York State Police (ALL)

LEVELS OF RESPONSE

- **STANDBY** – A situation exists of serious proportions and Police Departments participating in the RRP, should prepare to send the minimum pre-arranged number of officers (rapid response) to the identified location. **DO NOT RESPOND AT THIS TIME.**
- **RESPOND** - A situation exists of serious proportions and Police Departments participating in the RRP, **SHOULD SEND** the minimum pre-arranged number of officers (rapid response) to the identified location.
- **RESPOND BY ZONE** - A situation exists of serious proportions, the requesting agency requests participating Police Departments by zone. When a request is made by zone, only those Police Departments within that zone **SHOULD SEND** the minimum pre-arranged number of officers (rapid response) to the identified location.

ACTIVATION OF THE PLAN

- All requests for assistance under the RRP shall be made by Orange County 911 communications.
- The following are example announcements to be followed when activating the RRP:
 - **STANDBY – Wallkill Police Department has activated a RRP Standby call. ALL ORANGE COUNTY DEPARTMENTS PLEASE PREPARE YOUR OFFICERS AS PER THE RAPID RESPONSE PLAN.....DO NOT RESPOND AT THIS TIME.**
 - **RESPOND - Wallkill Police Department has activated a RRP RESPOND call, ALL ORANGE COUNTY DEPARTMENTS PLEASE DISPATCH YOUR OFFICERS AS PER THE RAPID RESPONSE PLAN.... RESPOND to.....**

DUTIES OF REQUESTING AGENCY

Using Principals of Incident Command (ICS)

- Identify the nature and location of the incident.
- Identify the location of a Command Post.
- Identify the Staging Area.
- Identify the Incident Commander of any change of command.
- Identify any and all specialized equipment with which responding officers should be equipped.
- Record the name, rank and command of each responding officer.
- Commence internal Departmental mobilization as needed.

DUTIES OF RESPONDING AGENCY

- Authorize only the designated pre-arranged number of UNIFORMED officers to respond.
- Proceed directly to the location of requested response or the Staging Area as directed.

RESPONSIBILITIES AT THE SCENE OF THE INCIDENT

- The Incident Commander designated by the requesting agency shall be in charge at the scene of the incident.
- Uniformed officers detailed to the incident shall follow the direction of the Incident Commander.
- Where the provided assistance requires the loan of a SWAT team, hostage negotiation, bomb disposal unit or canine, the Commander of that specialized unit shall be responsible for the implementation of the specific mission; as determined by the IC of the requesting agency.
- When taking law enforcement actions at the scene of the incident, including use of force, uniformed officers from the responding agency shall at all times adhere to their agency policies and procedures and utilize only those weapons and tactics that they have been trained and deemed qualified to use.
- Uniformed officers on loan from the responding agency at an emergency site shall regularly apprise the Command Post concerning the continued status of the emergency, line of duty injuries or their need for relief.

COMMUNICATIONS

- Upon the activation of a Rapid Response, all responding officers shall switch to the Orange County 911 Priority Dispatch Channel or a 911 assigned tactical channel.

RELEASE OF PERSONNEL

- The incident Commander or his/her designee shall authorize release of personnel from all responding agencies.

AFTER ACTION REPORT (AAR)

- Within 30 days of the activation of the RRP, the Chief of the Department whom activated the RRP, shall prepare an After Action Report including the facts and circumstances surrounding the incident and any recommendations for any modifications to the RRP, if necessary. The after action report shall be forwarded to all RRP participating agencies for their review.

ANNUAL TRAINING

- In order to maintain an appropriate level of readiness, annual training will be conducted. This training shall consist of a rapid response to a mock incident. Once a year, a different participating agency shall conduct this drill by creating a mock Rapid Response Request, each participating agency shall respond with the respective number of officers assigned to the plan (**ONLY THE RAPID RESPONSE, NOT THE DELAYED RESPONSE**). The host agency shall establish a mock command post and staging area at a location of their choosing. Once all of the mutual aid officers are on the scene, a roll call shall be conducted by the OIC or his/her designee. Upon completion of the Roll Call, officers should be released back to their respective departments.

PLAN MODIFICATIONS AND UPDATES:

- Request by any participating agency to change or modify the plan must be presented to all participating agencies police chiefs for their approval.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written by the parties hereto through their respective Mayors and Supervisors first thereunto duly authorized by their respective City, Village, and Town Boards.

MUNICIPALITY _____

By: _____

DATE: _____

RESOLUTION NO.: 200 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING SUPPORT FOR THE APPLICATION OF
MILL STREET PARTNERS, LLC TO NEW YORK STATE HOMES AND COMMUNITY
RENEWAL FOR FEDERAL, STATE, AND LOCAL FINANCIAL ASSISTANCE TO
DEVELOP AND CONSTRUCT A MIXED-USE WORKFORCE HOUSING PROJECT AT
THE MID BROADWAY REDEVELOPMENT SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, the development agreement designates the Mid-Broadway redevelopment as a "Priority Project" of the City of Newburgh; and

WHEREAS, Mill Street Partners is seeking various financial assistance through an application to the New York State Homes and Community Renewal to create a mixed-use development consisting of ninety-one apartment homes for working individuals and families and approximately 13,800 square feet of retail commercial space fronting Broadway;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its support for the application of Mill Street Partners to the New York State Homes and Community Renewal for Federal, State, and local assistance to develop and construct the Mid Broadway Redevelopment project.

RESOLUTION NO.: 201 -2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
ST. GEORGE'S EPISCOPAL CHURCH TO THE NEW YORK STATE OFFICE OF PARKS,
RECREATION AND HISTORIC PRESERVATION FOR
AN ENVIRONMENTAL PROTECTION FUND GRANT

WHEREAS, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) Environmental Protection Fund Grant Program provides funding to improve, protect, preserve, rehabilitate, restore or acquire properties listed on the State or Federal Register of Historic Places; and

WHEREAS, St. George's Episcopal Church is applying to OPRHP for a grant under the Environmental Protection Fund to stabilize and repair the historic building located at 105 Grand Street, a site located within the territorial jurisdiction of this Council; and

WHEREAS, as a requirement under the rules of this program, St. George's Episcopal Church must obtain the approval of the governing body of the municipality in which the project will be located;

WHEREAS, this Council finds that the repair and restoration of St. George's Episcopal Church is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh does hereby approve and endorse the 2017 Consolidated Funding Application of St. George's Episcopal Church to the New York State Office of Parks, Recreation and Historic Preservation for an Environmental Protection Fund Grant for the preservation of St. George's Episcopal Church located at 105 Grand Street in the City of Newburgh.

RESOLUTION NO.: 202 - 2017

OF

JULY 10, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2017 CONSOLIDATED FUNDING APPLICATION OF
THE BOYS AND GIRLS CLUB OF NEWBURGH, INC. TO NEW YORK STATE HOMES
AND COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
NEW YORK STATE HOUSING TRUST FUND CORPORATION
FOR A NEW YORK MAIN STREET GRANT FOR THE REHABILITATION OF
THE COLUMBUS TRUST (KEY BANK) BUILDING

WHEREAS, the New York Main Street Grant Program is intended to assist with environmental remediation and associated construction costs as well as other innovative approaches to stabilizing and developing downtown, mixed-use buildings and downtown and neighborhood revitalization efforts; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. intends to apply for grant funding under the New York Main Street Grant Program to support the rehabilitation of the Columbus Trust (Key Bank) building located at the corner of Broadway and Grand Street in connection with the development of The Center for Arts and Education to serve the City's youth and further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. proposes to expand and relocate the Newburgh Performing Arts Academy, a highly successful school of the arts providing pre-professional instruction in dance, music, theater and visual arts to children, youth and adults, and Early Elementary Education Center in order to expand and serve 160 children in grades pre-K to 3 with literacy and other academic enrichment programs to ensure they reach critical 4th grade reading proficiencies; and

WHEREAS, the Boys and Girls Club of Newburgh, Inc. is committed to developing The Center for Arts and Education to further the revitalization of lower Broadway and the City's East End by drawing over 1500 children, youth and adults to its facility each week along with an additional 3,000 visitors and tourists that come out to the various arts events it hosts annually and also serve as a substantial draw for other businesses to relocate or establish themselves in the area, particularly those businesses that rely on foot traffic to generate revenue celebrate and perpetuate craftsmanship, culture and community; and

WHEREAS, the City Council find that supporting the rehabilitation of the Columbus Trust Building into The Center for Arts and Education is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the 2017 Consolidated Funding Application of the Boys and Girls Club of Newburgh, Inc. to the New York State Office of Community Renewal under the Main Street Grant Program for rehabilitation of the Columbus Trust (Key Bank) Building for the development of The Center for Arts and Education.

RESOLUTION NO.: 203 - 2017

OF

JULY 10, 2017

A RESOLUTION TO CO-SPONSOR A PETTING ZOO
TO BE HELD IN AUDREY CAREY PARK

WHEREAS, a Petting Zoo in Audrey Carey Park will be held on July 29, 2017; and

WHEREAS, the organizers of the Petting Zoo have requested that the City Council support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Petting Zoo in Audrey Carey Park as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Petting Zoo in Audrey Carey Park as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 204 - 2017

OF

JULY 10, 2017

A RESOLUTION TO CO-SPONSOR THE BACK TO SCHOOL
PARTY IN THE PARK EVENT

WHEREAS, a Back to School Party in the Park Event will be held on August 27, 2017;
and

WHEREAS, by Resolution No. 150-2017 of June 12, 2017, the City Council authorized
the City Manager to accept said donations to support the Back to School Party in the Park Event;
and

WHEREAS, the organizers of the Back to School Party in the Park Event have requested
that the City Council support the event as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Back to School Party in the Park
Event as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New
York hereby supports and sponsors the Back to School Party in the Park Event as a City-sponsored
event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: 205 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH RAPJAC, INC. IN THE AMOUNT OF \$10,963.49

WHEREAS, RAPJAC, Inc. brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Ten Thousand Nine Hundred Sixty-three and 49/100 Dollars (\$10,963.49) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of RAPJAC Inc. in the total amount of Ten Thousand Nine Hundred Sixty-three and 49/100 Dollars (\$10,963.49) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 206 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH MARIA ANDERSON IN THE AMOUNT OF \$50,000.00

WHEREAS, Maria Anderson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Maria Anderson in the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 207 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH STEVEN J. TIEMAN IN THE AMOUNT OF \$130,000.00

WHEREAS, Steven J. Tieman brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Steven J. Tieman in the total amount of One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 208 - 2017

OF

JULY 10, 2017

A RESOLUTION TO AUTHORIZE THE REPURCHASE OF REAL PROPERTY
KNOWN AS 51 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 1)
AT PRIVATE SALE TO JUAN PIETRO ENTERPRISES, INC.

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, Juan Pietro Enterprises, Inc., the former owner of 51 William Street, being more accurately described as Section 39, Block 2, Lot 1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 51 William Street, Section 39, Block 2, Lot 1, to Juan Prieto Enterprises, Inc. be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$57,928.14, plus July water, sewer and sanitation, no later than July 31, 2017; and

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

RESOLUTION NO.: 209 - 2017

OF

JULY 10, 2017

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 68 HENRY AVENUE (SECTION 48, BLOCK 11, LOT 26)
AT PRIVATE SALE TO VERONICA PABON
AND AUTHORIZING THE ADDITION OF A GRANTEE

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, Veronica Pabon, the former owner of 68 Henry Avenue, being more accurately described as Section 48, Block 11, Lot 26 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale and add her mother, Maria Pabon, as an additional grantee; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase this property and add an additional grantee, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against this property at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 68 Henry Avenue, Section 48, Block 11, Lot 26, to Veronica Pabon and Maria Pabon be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$38,752.97, plus July water, sewer and sanitation, no later than July 31, 2017; and

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

RESOLUTION NO.: 210 - 2017

OF

JULY 10, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION WATER QUALITY IMPROVEMENT PROGRAM NON-AGRICULTURE NON-INTRUSIVE SOURCE ABATEMENT AND CONTROL GRANT NOT TO EXCEED \$200,000.00 WITH A 25% MATCH THROUGH THE CONSOLIDATED FUNDING APPLICATION FOR THE DESIGN OF GREEN INFRASTRUCTURE IMPROVMENTS AROUND WASHINGTON LAKE

WHEREAS, the New York State Department of Environmental Conservation Water Quality Improvement Project Program is a competitive state-wide reimbursement grant program open to local governments for projects that directly address projects for source water protection; and

WHEREAS, the City of Newburgh is a qualified applicant for source water protection projects under the DEC WQIP Program; and

WHEREAS, the City wishes to apply for and accept if awarded a WQIP Program Non-agriculture Non-intrusive Source Abatement and Control grant through the Consolidated Funding Application process to fund the design of green infrastructure improvements around Washington Lake; and

WHEREAS, such grant funds shall be in an amount not to exceed \$200,000.00 with a twenty-five (25%) percent match to be provided through a combination of in-kind services and cash contribution by Orange County, the Orange County Land Trust and Hudson Highlands Land Trust;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Water Quality Improvement Program Non-agriculture Non-intrusive Source Abatement and Control Grant from the Department of Environmental Conservation through the 2017 Consolidated Funding Application in an amount not to exceed \$200,000.00 with a 25% match to be provided by Orange County, the Orange County Land Trust and Hudson Highlands Land Trust to fund the design of green infrastructure improvements around Washington Lake; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

ORDINANCE NO.: 9 - 2017

OF

JULY 10, 2017

ORDINANCE AMENDING CHAPTER 139 OF THE CODE OF ORDINANCES
ENTITLED "CONSTRUCTION OPERATIONS" TO AMEND
THE CRANE PERMITTING PROCESS AND THE
DEFINITION OF "CONSTRUCTION OPERATIONS"

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 139, "Construction Operations", be and is hereby amended as follows:

SECTION 1. Chapter 139. Construction Operations

§139-1. Scope.

The provisions of this chapter shall govern the conduct of all construction operations with regard to the safety of the public and property. For the purposes of this chapter, construction operations shall include ~~excavation, erection, alteration, repair, removal and demolition of buildings or structures~~ the construction, alteration, repair, extension, demolition or dismantling of buildings or structures; the construction, alteration, repair, extension or demolition of any works forming, or to form, part of the land; the installation in any building or structure of systems of heating, lighting, air-conditioning, soundproofing, ventilation, power supply, drainage, sanitation, sewer line, or water supply; the installation in or on any building or structure of systems of telecommunications; operations which form an integral part of, or are preparatory to, or are for rendering complete such operations as described in this definition, including site clearance, earth-moving, excavation, tunneling and boring, laying of foundations, erection of scaffolding, site restoration, landscaping, and the provision of roadways and other access works; the haulage and or storage of materials, machinery or plant for use, whether used or not, in any of the operations referred to herein. It shall not apply as to safety of persons employed in contractor work, which shall be governed by the Labor Law and regulations of the State of New York.

§139-8. Use of Cranes; Permit Required.

A. No person shall use, move, remove or cause or permit to be used, moved or removed any crane ~~in connection with construction operations~~ without obtaining a permit from the Building Inspector.

~~Strikethrough~~ denotes deletions.

Underlining denotes additions.

B. The Building Inspector, in considering the application for a crane permit, shall require proof of compliance with Article 28-D of the General Business Law.

C. The Building Inspector may set restrictions on the operation or moving of any crane as required in his judgment to protect the public or property, in addition to the requirements contained herein.

D. The fee for a crane permit shall be as set forth in Chapter 163, Fees, of this Code.

E. The crane permit applicant shall submit the name(s) and qualifications of the Qualified Person(s) as defined by OSHA and ASME, as well as the New York State registered professional engineer (RPE) responsible for preparation of erection drawings and repair/adjustment to the crane during operation. Subject to approval by the Building Inspector, these individuals shall constitute the only parties authorized to perform the functions of the Qualified Person and RPE for the duration of the crane operation.

F. Prior to the earlier of the initial crane assembly or use of the crane within the City of Newburgh, proof shall be submitted that such crane underwent an inspection in accordance with OSHA 1926.1412(f) and ASME B30.5 5-2.1.3 within the past year. The inspection report shall be reviewed and approved by the RPE, and a signed and sealed copy shall be provided to the Building Inspector.

G. The applicant shall notify the Building Inspector in writing 24 hours prior to use of the crane.

H. Copies of all inspection reports shall be maintained on the project site, available for review by City personnel. Copies shall be maintained for the duration of the project and turned over to the City at the completion of construction. It is further required that:

- (1) Daily OSHA and frequent ASME inspection reports shall be dated and signed by the qualified person.
- (2) Monthly OSHA or periodic ASME inspection reports shall be dated, signed by the qualified person and reviewed and approved by the RPE.
- (3) Inspections required based on modified equipment repairs shall be performed by the RPE, and reports shall be signed and sealed and shall be forwarded to the Building Official.

I. No person shall engage in the operation of a crane unless he or she provides proof of certification from Crane Institute of America Certification ("CIC"), the National Commission for the Certification of Crane Operators ("NCCCO"), or any other organization found by the

~~Strikethrough~~ denotes deletions.
Underlining denotes additions.

Building Inspector to offer an equivalent testing and certification program that meets ASME and OSHA requirements.

SECTION 2. This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions.
Underlining denotes additions.

ORDINANCE NO.: 10 - 2017

OF

JULY 10, 2017

AN ORDINANCE AMENDING CHAPTER 172 OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO ADD NEW
"ARTICLE II - FIRE HYDRANTS"

BE IT ORDAINED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add 'Article II - Fire Hydrants'" to Chapter 172 of the Code of Ordinances of the City of Newburgh, to read as follows:

Article II - Fire Hydrants

§172-14 Purpose and Intent

The purpose of this Article is to insure an adequate water supply for firefighting purposes to structures or buildings for the protection of life and property, and to provide minimum requirements for installation and/or maintenance of fire hydrants designed or approved by the Fire Chief of the City in the exercise of his duties.

§ 172-15 General Requirements.

- A. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire-protection system, or periodic drills by legally constituted fire companies. The City shall be notified in advance of the time of all tests and drills so that, if desired, the City may have a representative present. Such notification must be in writing to the Fire Chief and the Water Superintendent.
- B. All buildings or additions to buildings constructed or located within the City after the effective date of this Article, including without limitation, structures or dwellings within automobile trailer courts, mobile home parks and planned unit developments, shall install sufficient fire hydrants and/or water mains to provide the required fire flow, which hydrants and mains shall be installed in accordance with the provisions of the Newburgh Code of Ordinances, and shall require approval from both Fire Chief and the Water Superintendent.
- C. Fire hydrants installed prior to the effective date of this Article which do not conform to the requirements of this Chapter shall, when replaced, be replaced with fire hydrants that conform to local and state requirements, and shall be subject to approval by the Fire Chief.

- D. All fire hydrants within the City shall be subject to inspection, testing and approval of the Fire Chief.

§172-16. Specifications and Installation Standards.

- A. Fire hydrants, connecting pipelines, valves, and appurtenances, including plans and installation details not specifically regulated by this Chapter, shall conform to design standards and specifications promulgated by the Fire Chief, the Water Superintendent, and the New York State Uniform Fire Prevention and Building Code.
- B. All public fire hydrants, which shall include without limitation those hydrants situated on a street right-of-way or public utility easement and maintained by the City or a water district, shall be used for firefighting purposes only and shall be maintained accessible for immediate use for such purposes at all times.

§172-17. Classification and Marking of Fire Hydrants.

- A. Hydrants shall be classified in accordance with their rated capacities (at 20 psi residual pressure). The Fire Chief shall be responsible for making the final determination of a fire hydrant's rated capacity. Rated capacity shall be labeled as follows:

Class AA: rated capacity of 1500 gpm
Class A: rated capacity of 1000-1499 gpm
Class B: rated capacity of 500-999 gpm
Class C: rated capacity less than 500 gpm

- B. Public fire hydrants, those that are situated on public property or a public right-of-way and are maintained by the City of Newburgh, shall be painted as follows:

Barrel: Yellow
Top for Class AA: Blue
Top for Class A: Green
Top for Class B: Orange
Top for Class C: Red

- C. Private fire hydrants, those that are situated and maintained on private property, shall be painted as follows:

Barrel: Red
Top for Class AA: Blue
Top for Class A: Green
Top for Class B: Orange
Top for Class C: Red

- D. All hydrants shall have metal tag numbers, provided by the Fire Chief, affixed to the hydrant body.
- E. Owners of property on which a private fire hydrant exists shall have ninety (90) days from the effective date of this law to comply with this section. After ninety (90) days have expired, it shall be a violation for any person who fails to comply with this section as provided in §1-12 for violation(s) of this article of the Code of Ordinances of the City of Newburgh. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violations or defects. Each day that prohibited conditions exist shall constitute a separate offense. The application of the above penalties shall not be held to prevent the enforced removal of prohibited conditions.

§172-18. Severability.

The provisions of this Article are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

§172-19. Effective Date.

This Ordinance shall take effect immediately, as provided by the Municipal Home Rule Law and other laws of the State of New York.

RESOLUTION NO.: 163 - 2017

OF

JUNE 12, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 193 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 15),
195 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 14),
197 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 13 AND
194 DUBOIS STREET (SECTION 11, BLOCK 1, LOT 27)
AT PRIVATE SALE TO MICHAEL ROBINSON FOR THE AMOUNT OF \$19,660.00

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

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

WHEREAS, the City of Newburgh desires to sell 193 North Miller Street, 195 North Miller Street, 197 North Miller Street and 194 Dubois Street being more accurately described as Section 11, Block 1, Lot 15, Section 11, Block 1, Lot 14, Section 11, Block 1, Lot 13 and Section 11, Block 1, Lot 27, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 15, 2017, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
193 N. Miller Street	11 - 1 - 15	Michael Robinson	\$19,660.00
195 N. Miller Street	11 - 1 - 14		
197 N. Miller Street	11 - 1 - 13		
194 Dubois Street	11 - 1 - 27		

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

Terms and Conditions of Sale

193 North Miller Street, City of Newburgh (11-1-15)

195 North Miller Street, City of Newburgh (11-1-14)

197 North Miller Street, City of Newburgh (11-1-13)

194 Dubois Street, City of Newburgh (11-1-27)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and

it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.