

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 22, 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 Councilwoman Elder Hillary Rayford followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/Lista de Asistencia

Present: Mayor Kennedy presiding; Councilwoman Angelo, Councilman Harvey (arrived after roll call at 7:07 p.m.), Councilwoman Holmes, Councilwoman Mejia, Councilwoman Mejia - 6

Absent - Councilwoman Abrams - 1

COMMUNICATIONS

Approval of the minutes of the meeting of May 8, 2017

Councilwoman Mejia moved and Councilwoman Holmes seconded.

Ayes - Angelo, Harvey, Holmes, Mejia, Rayford - 5

Abstain - Kennedy - 1

CARRIED

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

City Manager, Michael Ciaravino welcomed Mayor Kennedy back and said it was good to see her. He noted that the Police Department is now in command by Acting Chief, Lt. Cortez and he is working to maintain the continuity that we have had since the leadership of Dan Cameron and Lt. Carrion. The work is challenging but he is up to the job as he was a member of the pioneering team that established a lot of the community relationship building for the City of Newburgh Police Department. Lt. Cortez also grew up in the City of Newburgh and is in his own right an accomplished Artist. Before he became a Police Officer he had his own Studio here in the City of Newburgh with regular poetry meetings so what we have is a very interesting mind. Our Police Department has been successful in recent years in apprehending the most serious of criminal offenders that have conducted criminal activity in our City, including homicide. We are working in new ways in our Department that not only capitalizes on the relationships that our Police Department has

established in our community but also works on a day by day basis to build trust in our City. Under Acting Chief Dan Cameron and Lt. Cortez's leadership, as well as others in the Department who are unsung heroes on a day to day basis, we have obtained recognition from the New York State Department of Justice and are leading as a model Police Department on how to establish relationships between police departments and communities. Lt. Cortez is not a novice and he is also bilingual speaking both English and Spanish. The current definitions of what is eligible does not meet Civil Service definition for eligibility but we are working hard to continue with the quality of leadership that many have required and relied on. We have a long way to go and none of us are happy with the statistics in the community. We expect the ShotSpotter to be installed by mid-June and there is some legislation on the Agenda for tonight regarding shared telephone poles but under the leadership of Lt. Cortez and others at the City of Newburgh Police Department we are experiencing a resurgence of energy and desire to do what is right by the community as well as provide a model for other police departments in the State of New York. He welcomed Lt. Cortez.

In the Police Department, the YPI Program graduated eleven additional students in May which brings the total to one hundred and fifty five students who have gone through the Police Department's Youth Police Initiative Program. They have responded to one thousand eight hundred ninety nine calls for service with thirty-eight foot patrols which accounts to nearly two per day. Officer initiated activity accounted for thirty four percent of all activity which is a sixteen percent increase from last year. Officer initiated activity is a statistic that we watch because it speaks to the initiatives the police officers are taking on their own and are not response based from dispatch. What we call part one crime is down over 2 % from last year and our violent crime is down 14% although property crime is up 4%. While we are trying to give a broader picture of where we are statistically from last year at this time we can assure everyone that the most recent homicide is taken with the utmost seriousness by a very competent Detective Bureau who is working very hard to not only solve that crime but bring the parties who think they have the right to take someone's life to justice and hold them accountable.

At the Recreation Department, registration for the Summer Playground is ongoing. This is the annual Summer Camp for boys and girls in grades 1 through 6 and the Camp dates are from June 26th through August 4th Monday through Friday from 8:00 a.m. to 4:00 p.m. The cost is \$350.00 for residents and \$450.00 for non-residents which includes all trips and registration must be done in person at the City of Newburgh Activity Center. Note that there are limited slots still available so register as soon as you can. Spring Soccer is also ongoing for boys and girls ages three to five who play on Friday evenings, six and seven year olds who play on Tuesday and Thursday evenings and eight to twelve year olds who play on Monday, Wednesday and Saturday. All games are played at the Delano-Hitch Recreation Park and if anyone is interested they can register at the Recreation Department. The Boat Launch at the foot of Washington Street is now open from 6:00 a.m. to 8:00 p.m. daily. Daily parking charges are \$15.00 per day or \$100.00 for the season and we are in the process of transitioning to a new automated pay-and-display system so cash will no longer be accepted at the Boat Launch and you must pay with a debit or credit card. There will be attendants on duty through the Memorial Day Holiday to assist with this new system and answer any questions.

The Water Department has begun flushing hydrants which will continue for about three

weeks. Please refrain from washing clothes when the Water Department is on your street or in your area flushing hydrants as it disturbs the main lines causing a temporary discoloration in the water. For updated information on when your hydrants will be flushed you can call (845) 565-3356. There will be an Open House and Water Plant Filtration Construction Tour every second Saturday of the month from 10:00 a.m. to 12:00 Noon so you should call to schedule a tour. He believes that this state of the art system is one of the very first in the State of New York in response to the water crises at Washington Lake Reservoir which has been found to have cancer causing contaminants directly attributable to the Stewart Airforce Base and lands above the Lake. The best information we have is that this contamination has occurred for over decades and we are working diligently with the State of New York Department of Environmental Conservation to address it. The New York State Department of Environmental Conservation, the Department of Health and the City of Newburgh will be hosting another Community Water Meeting on June 5th at the Christ Lutheran Church located at 186 Fullerton Avenue to bring everyone up to date. On the construction of our Treatment Plant, the Contractors have poured concrete for the floors and basement walls over the past couple of weeks and as soon as that sets we will be on to the next phase. Construction has also started on a twelve inch fill main that will allow the City of Newburgh to be able to fill Brown's Pond from the Catskills Aqueduct. We are working on this as part of our stand by plan and the idea is that if any of our other systems fail we will be able fill up Brown's Pond to use as a reserve. Last year the water at Washington Lake had risen up to the spillway level and our concern at that time was that if we had a series of strong rainfalls then that water would crest over an earthen dam from the late 1800's which has been classified as a high hazard dam, a Class C Dam, so we had to reduce that water in the Lake. The dilemma for us was that this water contained contaminants that was poured down on us for a series of years from up above so in order to drain the water the DEC worked with the City of Newburgh to construct filtration tanks on Route 300 to clean the water before it was released to Silver Stream, Moodna Creek and then to the Hudson River. In the last fifteen days the City of Newburgh Water Department has produced three hundred ninety seven thousand gallons of water per day so we are using about half of the water that we used to since our leak detection program was activated saving hundreds of thousands of gallons of fresh water daily. What has been done in a short amount of time is really remarkable and he commended the Water Department for this remarkable statistic. It has gotten the Orange County Department of Health's attention and the most notable leak was stopped about four weeks ago where we discovered that over one hundred thousand gallons of water was leaking on a daily basis since around the 1990s. As we are plugging these holes it is testament to not only the Water Department but our entire administration to re-examine old data with a fresh set of eyes and see what we can do differently. Many may have noticed the new apparatus that is being installed at the intersection of Washington and Colden Street. This is a temporary device that involves massive diesel bypass pumps that are intended to reroute on a dry weather day 300,000 gallons and on a wet weather day around nine million gallons of raw sewage around our traditional pipes and down to the Treatment Plant by a different route. The reason we have had to do that is because of a retaining wall on South Water Street at the intersection of Renwick Street and South Water Street that has been failing and we have observed a shift. Behind that wall is the twenty four inch main that normally handles the sewage and we need to stop that flow to divert it and get into that main to clean it out and see what is going on. Our concern is that there is a steep slope that may have disturbed that line and as a result is causing a disconnection so we are working with the Department of Transportation to address this

situation and apologize for any inconvenience this is causing in that area. We do not know how long this is going to go on but we are hoping there will be a rapid response to get this done and he will keep everyone up to date.



City of Newburgh 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: May 22, 2017

SUBJECT: City of Newburgh Financials – April 2017

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

General Fund Revenue

Through the month of April 2017, the City of Newburgh collected \$15.3 million compared to the annual revenue budget of \$44.4 million. Of the \$15.3 million collected, \$9.9 million was for Real Property Taxes and PILOT Payments.

The remaining \$5.4 million was a combination of departmental income, fund balance and inter-fund transfers. Compared to collections through April 2016 year, we have collected approximately \$691k more in FY2017.

Highlights for increased revenue compared to prior year activity:

Fines/Forfeitures:

Codes City Code Violations increased by \$9.6k

Parking Violations increased by \$31k

Codes building permits - \$111k (RUPCO project)

Consumer and Utilities Gross Receipts – Up by \$136k compared to this time last year

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

Gain from Sale of Properties – up by \$147k 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 \$20k from this time last year

- Down PT for a couple of months- new employee is now on board, we are running internal reports to review

General Fund Expense

Through the month of April, the City of Newburgh expended \$13.3 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 April 2016 - \$332,272

YTD April 2017 - \$467,041

Variance - +\$134,769 increase over PY 2016 by 40.56%

			Year	Period	Values			
			2016			2017		
			April			April		
Expense Description	Department Name	ACCOUNT DESCRIPTION	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Police	OVERTIME.	\$ 205,863	\$ 755,000	27.27%	\$ 319,559	\$ 755,000	42.33%
		COURT OVERTIME.	\$ 59,605	\$ 189,575	31.44%	\$ 68,017	\$ 200,000	34.01%
		OVERTIME-CIVILIANS	\$ 21,981	\$ 91,954	23.90%	\$ 28,171	\$ 70,000	40.24%
		NARCOTICS ENFORCEMENT OT..	\$ 13,608	\$ 91,482	14.88%	\$ 51,293	\$ 75,000	68.39%
		SPECIAL EVENT/DETAIL OVERTIME.	\$ 31,215	\$ 31,215	100.00%	\$ -	\$ 5,000	0.00%
	Police Total		\$ 332,272	\$ 1,159,225	28.66%	\$ 467,041	\$ 1,105,000	42.27%
Public Safety Total			\$ 332,272	\$ 1,159,225	28.66%	\$ 467,041	\$ 1,105,000	42.27%
Grand Total			\$ 332,272	\$ 1,159,225	28.66%	\$ 467,041	\$ 1,105,000	42.27%

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

YTD Apr 2016-\$306,537

YTD Apr 2017-\$217,474

Variance -- (\$89,062) decrease 29.05%

Expense Description	Department Name	ACCOUNT DESCRIPTION	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Fire	OVERTIME.	\$ 207,200	\$ 1,076,827	19.24%	\$ 132,101	\$ 670,017	19.72%
		OVERTIME-CIVILIANS	\$ 7,024	\$ 60,593	11.59%	\$ 13,690	\$ 45,000	30.42%
	Fire Total		\$ 214,224	\$ 1,137,420	18.83%	\$ 145,791	\$ 715,017	20.39%

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

Enterprise Fund Revenue

Through the month of April 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated \$5.14m 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 April 2017, Enterprise Funds expended \$5.0m, this amount includes \$1.2m in Catskill Water bills as well as \$40k 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) - 1,345
 - Landlord Registry - \$182,843
 - Parks and Recreation - \$9,420

- **Police**
 - Police Evidence - \$80,494
 - Federal Seizure - \$53,677
 - 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 - \$520,000

Comptroller's Department Updates

Finance

- **2008 A-B Refinance Update**
 - *Moody's rating remained at a Baa2 – Stable outlook (summary of the rating is attached for your convenience)*
 - *Estimated overall savings for the refinance is \$1.2m over the life of the loan (through FY2036)*
 - *\$70k is the approximate savings in 2017.*
- **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.*
- **Boat Launch Parking Meter**
 - *Meters are in as of 5/18/17*
 - *We will continue to have a monitor at the boat launch through the Tuesday after Memorial Day 5/30/17.*
 - *The recreation department will have a recreation attendant complete rounds through the boat launch area to ensure area is safe.*
- **Accounts Receivable Module**
 - *Finance department has completed the first training – we are hoping to have the first set of automated bills out in the summer.*
- **Job Posting – Jr Accountant**
 - *We have made a selection and will bring the employee on after all administrative paperwork is complete.*

- **BIDs/RFPs/RFQs:**

- **Currently under Review**

- *Waterfront Revitalization/Dutch Reform and City Club*
 - We have 2 more meetings scheduled for this week. We are planning to bring a proposal to the Council in the Summer.
 - *4th of July Fireworks*
 - Received a proposal which we will bring to council for approval at the next work session in June.
 - *New Camera Project – 2 Proposals came back today 5/22/17*
 - We will review and look to bring to council for approval at the next work session in June.

- **Current RFPs out for public review**

- Bid #7.17 - Brown's Pond House ACM Demolition Project due back 5/24/17

Due back 6/7/17

- *Liberty and Grand Street Sewer Improvements: Contract 1-GC*
 - *West Trunk Line Sewer Corridor Improvements Contract 1-GC*
 - *West Trunk Line Sewer Corridor Improvements Contract 2-GC*
 - Bid #8.17 - Mill Street Bridge Repair (6/23/17)
 - Bid #11.17 – Skate Park (6/26/17)

Assessor's Office

- Tentative roll was filed in Goshen on May 1st
- Grievance Day is Tuesday, May 23, 2017 4-8PM (by appt.) at the Activity
 - Form RP-524 must be submitted to the assessor's office by this date

Information Systems

- Shot Spotter – Update
 - Need to complete Verizon contract to move forward with pole walk.
 - Pole walk with Central Hudson (8:30am)
 - Verizon will be scheduled once master contract is approved
 - Installation of Equipment
 - Equipment Testing
 - Final Implementation for June 2017

Tax Collectors office

- Due Date City/County 6/5/17

PRESENTATIONS

Mayor Kennedy announced that the Memorial Day Parade will be held on Saturday, May 27th at 10:00 a.m. It will be on Saturday instead of Monday as in the past. Also the Newburgh Illuminated Festival will be on the following Saturday, June 3rd. This year both of these are being held on different dates than they have been in the past which is why she is reminding everyone. Both are great events to celebrate the City so come out and have some fun.

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

Christine McRee, Crystal Lake said that she has called the City Manager's Office several times with no response back. She wants to know what is going to be done about the shooting on Crystal Lake.

City Manager, Michael Ciaravino said that he got the message and has been working behind the scenes with different Department Heads to get the information and data. He thinks that when she says shooting she is referring to hunting that is going on that she has reported.

She added that they are shooting at the geese and swans on the Lake. Last year they killed a family of geese with babies using a shotgun and this year there is a rifle with a scope on it aiming at her house.

City Manager, Michael Ciaravino told her to speak with Lt. Cortez when she is done with her comments. The Police Department has already been apprised of this so he assured her that they are working on it.

Alice Boykin, 223 West Street and Joanne Marshall, 197 Liberty Street, said they are here with their family, Church and neighbors in regard to the Street being named after Pastor Eula May Brock. She was part of the community and attended every City meeting because she cared about this community.

Niko Jones said that she lives on Chamber Street between South Street and Gidney Avenue. There is a store that owns a garage there where they put a grill and there is a group of young people that have infiltrated that area. They threw an event with a DJ and grills by this garage with about one hundred and fifty people so there was no parking on the street. She called the Police four times and the response she got was that they were watching them on the cameras. There were two Police Officers there who left at 8:00 p.m. so she asked if they could at least turn the music down then after midnight she called back again and got no response. This went on until after 1:00 a.m. which is ridiculous because the people in her household had to go to work early in the morning. She was told that as long as the store doesn't have a problem with it then they don't have a problem with it but there was underage drinking and marijuana smoking going on and there are empty bottles all over the ground outside of the store. She is very disappointed in our Police Department. She didn't care that they didn't break it up but they should have at least

calmed it down so people could sleep and go to work the next day as this was on a Wednesday night. She has lived here a long time but she is ready to leave if this is the response they are going to get. She had to clean up all the trash and then on Saturday they held another event in the Park right up the street with more trash, people and no parking. Councilwoman Mejia tried to drive through at 12:30 a.m. but could not get through because the street was blocked. She had to get out of her car to see what was happening so she e-mailed the Police and City Manager to see what could be done but nothing happened. They are being asked to hold on but how long do they have to continue to do that?

Omari Shakur, City of Newburgh said he is here tonight with the family of Timothy Hayes-El and wants everyone to know that the corner of Farrington and Lander is where Timothy grew up. He was a part of the streets but he transitioned and ran for Office and became a part of the community which is why we need this done and he thanked the Council for their consideration. In regard to the previous statement about the police response, he said a young man was killed this past week on Bush Avenue and on Friday night at 2:00 a.m. in front of J & F Pizza there were approximately ten people fighting for about ten minutes and two men were knocked out with a heavy metal object. There was blood all over the street and they dragged a man off by his feet but all the while that was going on not one cop car came by. The night after that he was sitting down by the river and a young man jumped in the river so he called the Police and before he hung up the phone six police cars were there. Why is there a difference in the response time? We need to find out what is going on because some areas have a faster response time than others. Why?

Carl Sanders, 159 N. Miller Street wanted to reiterate what was said about his brother, Tim Hayes-El as he is a beautiful example for the young and old alike. When he was young he ran rampant in the City of Newburgh but he came back from that and tried to start a movement of love for yourself so he was a big impact on him. He can't think of a better example for the youth today because he changed a lot of people's lives.

Cathy Collins, Executive Director for Habitat in Newburgh thanked the Council for the purchase of 20 South Miller Street and spoke in favor of Item #14 for the Land Bank property. They have a partnership with the Land Bank and their work is linked to the work that the Land Bank is doing. She hopes the Council will support the move forward on this. It is important to be doing this work in partnership because they can't do everything and working with the Land Bank allows us to be part of something that creates a vibrant community and neighborhood.

Linda Lewis-Burger, 12 Park Place, representing the family of Frederick Warner and Meals on Wheels of Greater Newburgh said she is here regarding Resolution #139-2017 renaming part of Roe Street as Frederica Warner Way. She thanked Councilwoman Holmes for her help and the Council for their consideration. Frederica was born and raised here and put a lot of her time and effort into the City of Newburgh. She again thanked the Council for their time and consideration.

Michelle Basch, resident and business owner in the City of Newburgh, congratulated the City Manager for all of the time and effort he has taken to protect our water and the residents. She read about the development in the waterfront area with apartment buildings

and retail which sounds wonderful and she is not against it because anything that can bring taxes and business here is good. She wonders if it is possible to have a conversation with the developer to create a staircase that would join the waterfront to Broadway and bring the two parts together. This would link the City and the Waterfront so people could go back and forth and be a part of both.

Roxie Royal, City of Newburgh said she supports the recognition of the people named tonight as she is well acquainted with all three and they deserve it. In regard to parks and recreation for the children, she knows they are doing a lot uptown but there is a fee to participate and many can't afford it. What about the children down here? We have some parks in this area but they are not fit for the children to play at. She can remember that years ago the Parks would be open in the summer and they would give high school students summer employment to monitor them. Look at the Basketball Courts uptown and compare them to the one on Chambers Street that has not been upgraded for some time and is not fit for the kids to play. It all has to be good for the people that live here and for our children to play.

Ms. Wolfe, Grand Street, invited everyone to this month's Open Movement which happens on the last Saturday of each month at the Library and noted that this May will be their one year Anniversary. This is space that is open at the Ritz every last Saturday from 1:00 p.m. to 4:00 p.m. for all ages with live music and the only rule is to be mindful. You can come to stretch, draw or dance. She has a small grant this year from the Orange County Arts Council but she is still running this out of pocket at her expense. She feels that the support of the City Council and the City residents will help encourage other business owners and organizations to support a space like this. This month they will have their youngest visitor at just six weeks old and the oldest so far is ninety-two. She asked everyone to please come and support them with making this happen. She knows there is a lot of excitement right now about development in Newburgh but her assessment went up by 25%. She is seriously considering putting her house on the market because it's hard for her to afford living here so she is going to have a very strong opinion about how things are being developed. She added that as an artist she has engaged her entire career in open source architecture and how as human beings we relate to our architecture and our environment and how it affects our consciousness. She has a private practice in Holistic Health and is very aware of the environment and how we move through the environment affects our health so when she comes here to speak about trees being cut down, green lots being turned into parking lots and big high rise developments that cut the City off she is speaking from an expert opinion and asks that they listen because we are trying. We want it to work for everyone not just people with a lot of money.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Angelo said that at each meeting we have more properties on the Agenda so both Deirdre Glenn and Madeline Fletcher are doing a fabulous job for the City. They should get a little recognition at every Council meeting. A lot of work is being done and it's fabulous.

Councilman Harvey thanked everyone for all of their comments. To the families here tonight representing Timothy Hayes, Pastor Brock and Frederica Warner he said that he is very much in support of all three of those Street naming ceremonies. Each one of them touched his life so he would be honored to support them. To Niko Jones who spoke about the Chamber Street situation he noted that they did talk about that at their Work Session on Thursday and those circumstances are happening in various areas of the City which is of great concern. Between the Council, City Manager and Lt. Cortez we can hopefully come to some sort of protocol on when, where and how people can enjoy their summer in a way that is not disruptive and disturbs residents. He understands that the warm weather is here and people want to barbecue but there is a way to do that so this is high on our radar right now. In regard to the shooting that happened Friday morning he gave condolences to the families effected. They have been organizing to mentor young people and fight against the violence in our city but year after year in the warmer months when the weather heats up the streets heat up so he has talked to Lt. Cortez extensively and they are working to stop this senseless violence. He believes that looking at large bodies of water and green space and the beautification of nature actually feeds the brain. It is challenging and there was some healthy dialogue about gentrification and creating a commercial corridor at the waterfront. He appreciates Michelle Basch's comments about the connection of the waterfront to the city with a staircase and he agrees we need economic stimulus and jobs with meaningful employment. Many of our residents have lived in generational poverty and the social economic elements are the core issue that connects to the drugs and the violence. When people don't have meaningful employment and we are a poverty stricken City year after year it lends itself to violence, drugs and crime. The City needs ratables to get the tax burden off of the thirty percent homeowners that are here in our City to increase home ownership and stimulate the economy to bring families to this great Historical City. Those are the types of challenges that we have so maintaining our green space and the beautification of our city with nature is definitely important. We are trying to find the happy medium between that and creating a commercial corridor that will stimulate the economy and bring meaningful employment to our residents. There are a lot of challenges that we have and any ideas are welcome because we embrace all points of view and perspectives.

Councilwoman Mejia said that they did discuss the Chamber Street situation and the topic ranged from the type of permit required for public events to how and where they are filed and who signs off on them. Earlier in the year we had a shooting at an illegal or unsanctioned party space and now it's also out on the streets. She told Ms. Jones to please hold on because we have made it through the worst. She would hate for homeowners who have been here for generations to start leaving. It has always been her plea to please continue to hold on because we are trying to establish systems that will have a check and balance. In regard to the Street naming she believes they have the full support of the Council. Tim holds a special place in her heart as they both ran for her Council seat in 2013 and throughout that entire campaign he was very respectful of the differences that they had. That is how campaigns should be done because we can have differences but talk

about and discuss them. He was always a hard worker and he could make a miracle happen with zero cents. She is concerned when she hears that different parts of the City get different response times with the Police Department and the data will tell them that. That is where SharpShooter will come in place because it will actually track how long it takes our Police Department to get there. The Playgrounds are important to her and in the last four years we have done upgrades to Audrey Carey Park and constructed Tyrone Crabb Park as well. She hears loud and clear about the Basketball Courts on Gidney Avenue and found out from Mr. Stanton that the Recreation Department actually cleans that particular lot every single day and there are four trash cans in that area but it does need some upgrades.

Councilwoman Rayford apologized to Ms. Niko Jones and the other residents who live there that are going through this. We need to let our community know that there is a way to go about having a Block Party because they need a permit with officers to monitor. She is in support of the three streets being named after her friends and family and it's fitting to know that they got their "way". She has received emails, texts and phone calls concerning the properties being sold with the green space and we need to know what we are really doing. Is it gentrification? Someone may buy a piece of property under their name not knowing that it is part of a developer. She was made aware that some of these properties that are being sold will be something similar to how they changed Harlem. Councilwoman Angelo mentioned that Newburgh is changing and it is because sooner or later the African-American will be ousted. The jobs are not here for us and when we do get the jobs we are terminated first. If the Council is going to sell all twenty-eight of these properties for \$1.00 each is that the right decision? Can they live with that? She knows there are some Council members on the Land Bank as well as with Habitat. She doesn't mind them buying them and fixing them up because we do need these properties to go back on the tax rolls but they know that people are coming up from New York City to buy them so they are trying to get everything that they can get their hands on. What are we doing with the African-American community? When she was coming up we were very strong here in numbers but now it is only 28% and the numbers don't lie. In regard to CDBG when we talk about the buildings here and trying help the low income families what are we doing? How are we reaching out to them? There have been constituents who came to her stating that they were deterred and turned down to buy property. They were told that they would only have eighteen months to fix it up but they could ask for an extension which is not giving them any hope which is unfair. To her it's like fighting a losing battle. She has tried to hold back for whole year and got sick so she can't hold back the truth any more. Sometimes it comes out strong but we have to be accountable for everything we say and do. In regard to the shooting this weekend she went to the crime scene and we have to know where these guns are coming from. The City is four square miles so we know who is coming in, when they are coming in and what they are coming in for so why isn't this stopped? Is it an act of gentrification? We have overtime for everything else but we don't have overtime to track down the guns? She doesn't understand it and doesn't think she ever will. In regard to the Agenda she asked who owns the poles. They say Verizon or Central Hudson but they dug in the city's ground so where did it come to them being the owner of the pole that is in our ground? We are talking about thousands of dollars of taxpayer's money.

Mayor Kennedy said in regard to the development on the waterfront that we all know that was a private property sale to a private owner so it's a private agreement. All property that is under development, particularly the waterfront, has to follow the LWRP rules which

monitor what can happen. It must pass planning and zoning rules and laws that were set up by committees of people to ensure that things would fit into the City and be beautiful as part of the renovation. Remember we just passed an LWRP which is mandated by the State so we cannot break our own rules. Additional things can be requested and one staircase is already there so perhaps we could build around that to make it more accessible and approachable to encourage more traffic back and forth. Maybe some lights along it would help as well so it's a good idea. In regard to the Summer Program she believes that a large percentage of the children are city residents.

Recreation Director; Derrick Stanton replied that the Summer Camp consists of at least 90% or more of City residents.

Mayor Kennedy said that some people think that our programs are primarily attended by children from outside the City and she wants to correct that perception. We have a large percentage of our own children in our summer camps and also the County sponsors about twenty jobs through the summer. She wanted to speak about this concept of economic development selling housing and property because everyone has their own view point. We have had about two hundred or more properties belonging to the City of Newburgh and for fifty years we have been on a downward spiral with mismanagement, poor management and no management. The Council that is in place right now is trying to make a change and turn the corner for everyone in this City. Homeowners, as Councilman Harvey has stated, are shouldering a large burden of the taxes and unless we change the economics of this City we are not getting out of this hole. There has to be a new mix and new money. If we could have done it by ourselves, we would have. We tried to give properties away for \$1.00 but what happened was that people would take out equity loans on that house and just sat on it and then eventually three to four years later it came back to the City. Sometimes the properties went to the Bank for foreclosure and then we couldn't do anything with it for many years while it went through the Bank process. We need to recognize the truth of where we have been and that doing the same thing over and over again is insanity. On Thursday they had a really good presentation on the Land Bank which was very enlightening. Every piece of property that we hold we have to pay the school taxes on which is why the rents goes up so we have to recognize the whole financial picture with what's going on with properties. Some people throw the word gentrification around but what is that exactly? We are not pushing anyone out of houses. Empty houses that have sat untouched for years are being purchased and people are trying to do something with them. When she was first elected people kept asking her why something isn't done with these empty properties because empty deteriorating properties bring in the drug culture.

Every piece of property that we put back on the tax rolls and has a property owner in it takes away another place for the drug deal so we must do something about these properties. We had two properties that people with the Land Bank upgraded and on the open market would probably sell for \$150,000.00 and they are being offered for \$75,000.00. They did all the renovations and upgrades and say that they must belong to local residents but if you want to own a home you have to have a job and a source of income. In order to change the economics of the City we have to provide jobs and in order to do that we need new businesses that hire people. There are many different renovation jobs going on right now and permits all over the city with people doing jobs and local people being hired. We have to do something with these homes and we have to raise the economic value in this City. We recently had a presentation by our Small Business Association and they will be coming with Workshops and Training to help people who want

to start a business. All of these things together is what's trying to lift this City up. It is not just one thing or one group and nobody has been pushed out of a home. The Council does not tell private homeowners who they can sell to. We can't control that because we don't have that power so she wants to be clear about getting some of these things sorted out because there is perception and then there is reality. A lot of perceptions are put out there because people don't have all the facts. She encouraged everyone to not take the past and project it on the future because that's not what is happening with this Council. Everybody at the Council table is trying to protect this City the best they can for everyone in an equal way. In regard to the CDBG funds, she got on that Committee to make sure we were handling these funds and we came very close to losing our CDBG Grant because of some of the things that were happening in the past. She wanted to clarify that nobody can come to CDGB and say they want money to do something because it is against the law. That happened in the past but right now in order to get a CDBG Grant to do a project you have to apply for it, put together a plan and spend your own money and if approved then you get reimbursed. That's not the way it worked in the past and money flowed and trickled into all kinds of things that were not approved, followed or tracked but right now everything is by the book and some people don't like that. We also made a choice to put the money in places where we would actually see long term benefits so we tried to improve sidewalks and build the Skate Park which she thinks is finally going to be built. The Park on South and Grand Street finally got built three years ago and the whole process is very frustrating. In regard to the utility poles, the utility companies and municipalities have agreements that were made over the years and the reason we have utility poles in our ground is from agreements that were made for services to our people. Some are ours, some belong to Central Hudson and some belong to Verizon with money paid as per the agreements. Once the poles are in the ground we have to follow those rules so these are partnerships we have entered into over the years. She supports the naming of the three streets and hopes to see more because she has discovered this past year with being very ill how many wonderful, great people are in this community. There are people who raise all kinds of ruckus which we have to do something about but there is also lots and lots of good people who do lots of good things. When we get into our next Election cycle lets honor each other and not tear the City apart this year. That would be a great start to hang on and join those people who are doing good things. As we move forward it's either everybody up together or everybody down together so we all need to work together and support each other.

Derrick Stanton, Recreation Director said he understands there is a complaint about the Gidney Avenue Park versus Recreation Park but one year ago today Gidney Avenue Park was a whole lot better. When he started working in the City three years ago he saw things that needed to be fixed just like everyone else but money was already allocated to the repair of Delano-Hitch Park. There was over \$100,000.00 dedicated specifically for that project which is why they were repaired first. He is currently working with an Organization from Brooklyn who wants to paint the Gidney Avenue Park which we plan on having done by June 24th upon approval by the Council. His introduction wasn't the Rec it was the Gidney Avenue Park where when he was stationed at West Point he brought teams to play basketball. He would pick up kids on Johnson, Chambers and Lander Street and take them to his house to spend the night and then to play in Tournaments. As for the fee, we have to charge something because the kids from surrounding areas have t-shirts, referees and trophies and our kids need the same thing. If someone comes to him and says they can't afford it but they will help out he is agreeable to

that but if that is not allowed then he will pay for it himself. This has to be something we all do together because he can't do it by himself.

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

CITY MANAGER'S REPORT

Resolution No. 125 - 2017 - To Accept a Proposal with The Chazen Companies to conduct groundwater sampling and periodic review of the institutional and engineering controls at the Consolidated Iron site

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 126 - 2017 - Contract with Chazen for Curb ramp evaluation and design services to ensure compliance with the Americans with Disabilities Act (ADA)

Councilwoman Rayford asked if this went before the Planning Board.

Mayor Kennedy said this is something that is being mandated by the Federal Government. Any streets that we have already paved have to be ADA compliant so this is step one.

Councilwoman Rayford asked if there is any kind of Grant that we could apply for.

Michelle Kelson, Corporation Counsel said that it is a costly item. If the City does not become proactive in evaluating the curb ramps as we resurface our roads and they are found not to be compliant then the penalties that can be imposed by the Federal Government are very severe. They are severe enough that they will encumber percentages of your Budget and dictate how much you have to spend on this project moving forward. It is better to be proactive and evaluate whether we are meeting the standards or not because the failure to act could be very severe and have a terrible impact on the City.

Councilwoman Rayford asked if we know how many curbs need to be done.

City Manager, Michael Ciaravino said that is part of the evaluation as some were constructed by the 1990 standards which may be grandfathered in but we won't have that answer until we do the survey to evaluate. He added that if we spend the monies from some of the programs that we are drawing from for our asphalt paving and then seek reimbursement and the ADA ramps are not installed we may not be reimbursed.

Katie Mack, City Comptroller added that this is not to exceed \$81,575.00 and we are looking at the 2017 Pavement Plan as well as what we have done in the past to make sure that we are not going to lose those funds that were already allocated. We are going to do a full comprehensive review of those curbs first and in the event that they are in compliance then we will be able to move past them.

Councilman Harvey said he is excited because this gives us a chance to address the needs for those in our city who are disabled and elderly who have trouble at some of those intersections.

Councilwoman Rayford said that she is in favor of it but knows that the Planning Board received a Grant for the green spaces on Broadway.

Michelle Kelson, Corporation Counsel said that the Planning Board doesn't apply for or accept Grants on its own. They evaluate applications for development that are brought in by third party property owners so they are not in a position to do this. You need a certified Civil Engineer to evaluate these curb ramps.

Councilwoman Rayford said that when they did the big plants on Broadway that was from a Grant that was given to them.

Mayor Kennedy noted that wasn't given to the Planning Board.

Michelle Kelson, Corporation Counsel thinks she is referring to the Central Hudson Main Street Grant. The original recipient wasn't able to manage it so it was transferred to a partnership between the City and the Land Bank. It was a demonstration project to work on complete streets for traffic calming measures and so we could have cars, pedestrians and bicyclists all being able to use the roadways equally and safely.

**Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted**

Resolution No. 127 - 2017 - Verizon Pole Agreements

**Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted**

Resolution No. 128 - 2017 - AECC - Demolition Project Management Contract

**Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted**

Resolution No. 129 - 2017 - 20 South Miller Street -- Release of Deed Covenants

**Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted**

Resolution No. 130 - 2017 - Purchase of 104 Renwick Street

Mayor Kennedy noted that anyone who wants to buy property from the City should talk with our Planning & Development Department. You will have to express what property

you want and come prepared to demonstrate that you have the finances to get a loan to do the renovations and complete the project.

Councilman Harvey added that he has been to several meetings and forums where City residents have inquired about this process so we need to educate our residents who have been here for generations that these properties are available to them. We have talked about creating and providing incentives for family members and residents that are here so they can take advantage of these properties because the goal is to get them fixed and back on the tax rolls so we can stop paying the school taxes. We want home ownership for those residents who are seeking it.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 131 - 2017 - Purchase of 44 Johnes Street, Unit 206-J

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 132 - 2017 - Transfer of Real Property to Newburgh Community Land Bank

Councilwoman Holmes said that she is going to support this resolution as this past year she has learned a lot more about the partnership between the Land Bank and Habitat. She knows of ten African-American families who have gotten homes from Habitat and she thinks this is good for the City and anyone who wants to purchase a house. With the Land Bank she doesn't see a lot of African-American owners but she knows that anytime she calls and asks about jobs for African-Americans to be employed they do help.

Councilman Harvey added that he wanted to say thank you to Madeline Fletcher because a few weeks ago they asked for cost benefit analysis to make an informed decisions and she came prepared to the Work Session last Thursday. She told about the history of the Land Bank and how it was funded and talked about the partnership with Habitat. He has talked about getting African-American homeowners from the City to purchase through Habitat so they can demystify the notion that we would participate in gentrification in our City. He wanted to thank both organizations because we are really moving on this.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Nays: Rayford-1

Adopted

Resolution No. 133 - 2017 - Old Town Cemetery - License Agreement with Newburgh Preservation Association

Councilman Harvey said that this resolution was discussed last Thursday and the

organization that is looking for this licensing agreement informed them of the Robinson and Benkard families who are now very much involved with this agreement. We learned about the great history of how and why streets are named after families because they were very much a part of this community and they are now reconnecting so he is excited about this.

Mayor Kennedy added that people are connecting with Newburgh in ways that they haven't in decades. Everyone talks about bringing Newburgh back so join the fun because we are doing it.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 134 - 2017 - Professional Services Agreement with OC BOCES

Councilwoman Rayford asked if there is going to be a cost to the City.

Michelle Kelson, Corporation Counsel responded that there is. Money has been appropriated in the Budget to cover the cost of assisting us and managing our records. We don't have an incumbent in the Records Management position and we need some assistance in reviewing and archiving the records that we do have so we can destroy what can be destroyed as well as what we need to digitize and save. We need to start moving on this because it has been falling by the way side for too long.

Councilwoman Rayford asked what the cost is.

Deirdre Glenn, Planning & Development Director said it is not to exceed \$22,000.00 and there is \$29,000.00 in the Budget that was approved last November.

Councilwoman Rayford asked if we have a place for the records that we are going to keep.

City Manager, Michael Ciaravino said they will be primarily housed at 123 Grand Street. We are looking to go through those records and adjust as the law requires what we need to retain, what we can digitize and what we can get rid of. A good example would be really old parking tickets that are being saved in many boxes.

Councilwoman Rayford said she knows that some are also still at the old Water Department across from the Hospital.

Deirdre Glenn said she doesn't believe there are any records there although the shelving is still there which we will be putting in the basement of 123 Grand Street.

Councilwoman Rayford asked if the basement where the records are being put at 123 Grand Street is fireproof.

Deirdre Glenn answered that there are sprinklers there.

Councilwoman Rayford asked if the sprinklers have ever been tested because these are vital records that we are trying to save.

Ms. Glenn said that part of this agreement is to take our archival material that is on the second floor of 123 Grand Street and store it in specially built storage areas at Orange County Boces. It's a State of the Art facility.

Katie Mack, City Comptroller noted that the funds are from a 2013 BAN that was used to purchase the Laserfiche system and there is \$30,000.00 left in that line that can only be used for records management.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 135 - 2017 - Orange County Grant LE15-1006-D00

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 136 - 2017 - License Agreement with House of Refuge for Tuesday Farm Market

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 137 - 2017 - Dedicating a Portion of South Street from Chambers St. to Liberty St. as Pastor Eula May Brock Way

Councilwoman Mejia said they spoke earlier about the exact location and one location was on a portion of South Street between Chamber and Liberty which is where the Church is but it is really to the pleasure of the family.

Councilwoman Holmes said it is a pleasure to vote on this resolution.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution No. 138 - 2017 Dedicating Farrington Street at Lander Street as Timothy Hayes-El Way

Councilwoman Holmes said it is a pleasure to vote on this resolution and to be a part of it. She wouldn't be here today without his help and as Councilwoman Mejia stated he was always respectful during the election.

Councilman Harvey said that Timothy Hayes-El encouraged him to know who he is and who his ancestors were. He inspired him to do his genealogy research and he will forever be indebted to him for that because he has gotten in touch with two hundred and fifty

relatives of his since then. Timothy was a very powerful person and he will be missed forever.

Councilwoman Rayford said that when he ran in 2013 she helped him out with his campaign and he changed lives so her vote will be "yes" for Timothy Hayes-El Way. She honors and respects the family and told them thanks for sharing him.

Councilwoman Angelo said that Timothy was always a close friend of hers. They worked on projects together to stop violence and he was a nice fellow.

Mayor Kennedy said that people make mistakes but the fact that they can turn their life around and then help other people along the way is something she will support. Remember that there are a lot of other people out there trying to do the same thing so get behind them and support them when they try to turn the corner and go down a different path.

Councilman Harvey moved and Councilwoman Angelo seconded.

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

Adopted

Resolution 139 - 2017 - Dedicating a portion of Roe Street from Fullerton Avenue to Newburgh Free Academy as Frederica Warner Way

Councilwoman Angelo said that usually a person had to pass on in order to have a street named after them but she has been a friend of Ms. Warner for many years and she would be thrilled about this. She is going to be 100 years old so to reach that milestone and get this honor would be great.

Councilwoman Holmes said it is an honor and a privilege to be a part of this resolution. She agrees with Councilwoman Angelo that she would rather honor people while they are still alive. This is wonderful and she hopes they make it an eventful and joyous day for her.

Councilman Harvey said that this is long overdue because she has such a big heart in this community. We need to let her celebrate this legacy while she is still with us. This is a huge honor.

Mayor Kennedy said that when she first ran for Mayor she met Ms. Warner and she might be short but she is a little power house. She was so impressed to find out how much she was involved in here and how she made things happen so she is happy to honor her tonight.

Councilwoman Rayford said that knowing how Ms. Warner employed people to help feed people is amazing and she is still touching lives as she is still feeding the elderly as well as the young. She is inspirational and told her to continue to do that work. We honor you and we are naming this street after you.

Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted

Resolution No. 140 - 2017 - Amend 2017 Personnel Book to add a temporary intern position in the Department of Public Works

Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted

Res No. 141 - 2017 - To Execute a Payment of Claim with Progressive Casualty Insurance Program

Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted

Res No. 142 -2017 - Tax Certiorari Proceedings West Shore Hudson, LLC

Councilman Harvey moved and Councilwoman Angelo seconded.
Ayes: Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 6
Adopted

NEW BUSINESS

Councilwoman Rayford wants to talk about the waiving of fees at the Activity Center as well as honoring the security guards.

Mayor Kennedy said they can put that on for their next Work Session.

Mayor Kennedy said she would like a bullet item list on what elements the Council wants to see in an RFP for the Consolidated Iron Site. She would also like to have discussion on managing our agenda items and discussions.

Councilman Harvey said that he received a few phone calls regarding the Mid-Broadway Project and was made aware that our City Manager appointed someone to the Housing Authority and the individuals were well known in the community to be in opposition to that project. He is curious to know if that is true and why. What is the protocol for those appointments? He also received a phone call about honoring Rev. Frank Jones for a street naming ceremony.

City Manager, Michael Ciaravino said that he will name them both. The first person is Philippe Pierre who was reappointed to the Housing Authority and the second is Stuart Sachs who has been asking to join a Board and there was a vacancy. Whether that is going to influence any work of the Housing Authority remains to be seen but there was no connection between their other political community activities and the appointment of them to those Boards.

Councilman Harvey said there were some issues with the title search and there is some sort of restriction that we did not pick up on with this Mid-Broadway Project. The individual he appointed to the Housing Authority was known to be in opposition to this

Project and he was the one who found this issue with the Title and brought it to our attention. That is the Board that the Mid-Broadway Project has to go before to clear this issue with the Title and this individual is appointed just before that which is kind of peculiar to him.

City Manager; Michael Ciaravino believes there is a process by which if they're somehow precluded from voting on something that they have advocated for one way or the other that the legal counsel who advises that Housing Board will be able to manage that. Mr. Sachs would be able to serve just as Council has the opportunity to recuse themselves on issues here if there is a conflict. He doesn't know that there will or will not be a legal opinion precluding Mr. Sachs or any other Board member from a vote but if there is an issue he is sure it will come to light but he doesn't think that should prevent Mr. Sachs from serving on that Board.

Councilman Harvey asked Michelle Kelson, Corporation Counsel if she could speak to any legal liability that the City may encounter with this particular recent appointment. How many people are on this Housing Board?

Michelle Kelson, Corporation Counsel responded that the Housing Authority is a separate entity from the City of Newburgh and she is not a legal officer for the Housing Authority. The Public Housing Law provides that the Chief Executive Officer of the municipality of which the Housing Authority is located does make appointments to the Board of Directors. She believes that the Housing Authority has seven members five of which are appointed by the City Manager and two are elected by the tenants. She noted that this is the first she was made aware that these appointments were made so she is hearing it right now tonight, this minute for the first time.

Councilman Harvey said that if the Mayor or Council Members have any thoughts on this it would help him because maybe he is wrong that it is peculiar that this appointment would happen when we were looking at a fifty million dollar lawsuit for getting in the way of the Mid-Broadway Project. That the City Manager would appoint one of the individuals who was well known to be in opposition to this Project. When we talk about going to a strong Mayor System and we look at how an elected official has influence over employment and then we have the City Manager making appointments like this creating the possibility of influencing a vote or a decision for a project that is happening in the City. He is only speaking to this because people are asking him about it. It's not to question the City Manager's integrity but he is letting everyone know that he has received several phone calls on this. It doesn't seem to be fair and equitable or legit. It seems like an invisible hand is getting involved with this process.

Councilwoman Rayford said that the other Board members on the Housing Authority are complaining that Philippe's attendance is horrendous and he hardly ever shows up so why was he re-appointed when the rest of the Board doesn't want him? She believes there is something saying that if they have something to do with property they are not supposed to be on the Board.

Michelle Kelson, Corporation Counsel said she is not aware of that being a restriction but she has not researched that particular question. There could be a compatibility of office issue if they held some other appointment within city government but just by being a

property owner she is not aware that that would be an issue and they do have to be City residents.

Councilwoman Rayford said that Genie mentioned she wouldn't want a politician to be the Mayor but she should be reminded that Michael was the Mayor too in Ohio so we have a politician in that seat right there. She also noted that the Attorney for the Housing Authority is Michelle Rider.

Councilwoman Holmes said that she agrees with Councilman Harvey. She has been asked questions too but as long as people keep putting things in front of this Mid-Broadway Project to stop it it's not going to go anywhere.

Councilwoman Mejia said this is the first she is hearing of this and feels it warrants discussion at a Work Session with updates on where they are with extensions.

Councilwoman Holmes would also like to discuss the Downing Park Project and where we are with that.

Councilwoman Rayford asked if they could put on the Agenda to name the Gidney Avenue Basketball Court after Harold Rayford, Sr. because he is lasting longer than any other African-American male dealing with at risk kids for twenty-three years.

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

OLD BUSINESS

Councilwoman Rayford wants an update on the hiring of a Chief of Police and the strong Mayor discussion.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Angelo said that she did not get any publicity from City Hall for the Parade. She started working on this in March and it's going to be a good Parade with three divisions, thirty-five units and four bands. What does she have to do to get a press release? Eugene Watkins is the Grand Marshall and we are going to have a fabulous Parade. She said she only saw one small article in the Sentinel.

City Manager, Michael Ciaravino said that we went to the Times Herald Record on this and they called to verify dates and time.

Eliana Diaz, Administrative Assistant noted that a Press Release was sent out three times.

Mayor Kennedy told Councilwoman Angelo that she also announced when and where the Parade would be at the beginning of the meeting.

Councilwoman Angelo thanked George for the plants being planted but the weeds are very high. She asked about the Drennen House on Prospect Hill, are we every going to do anything with that beautiful home? The Veterans want to take it over.

Deirdre Glenn, Planning & Development Director said that the Council voted for the Veterans to take it over but they never moved to do anything with it. Someone approached David the other day about that building but it is in serious condition because a tree fell on it.

Councilwoman Angelo asked about the Civil War Monument. Some feel it is disrespectful to have it broken like it is so can we pick it up somehow?

Michelle Kelson, Corporation Counsel said that we got the claim settlement and that money has been received.

Katie Mack, City Comptroller said they are putting out an RFQ to get an idea on how much it will cost to put it together. Hopefully we can get some movement on that by the end of the summer.

Mayor Kennedy heard that a fundraiser was going to be started to raise additional money.

Councilwoman Holmes agrees with Mayor Kennedy that we need to get better on the time with these meetings. She thought that by putting the public comments at the beginning of the meeting would make it better but it's not. To the person who spoke about Crystal Lake she told the City Manager that she hopes we will get better.

City Manager, Michael Ciaravino noted that we have been responsive on that this whole week.

Councilwoman Holmes said that she is not here right now but she said there was no response. To Niko Jones she said she doesn't know what happened there but nobody should have to call and not get a response. It was a pleasure to honor everyone tonight and she appreciates everything that was said. She agrees that there is not enough activity downtown for the kids. The staircase idea at the waterfront is a good idea so maybe we can talk about that. She agrees with Ms. Wolfe that the taxes are high but she appreciates what she does with her dance and art so we want people like that to stay here. She also understands what she says about the green space but we need ratables and we need to bring revenue into the City. She thanked everyone for coming out tonight.

Mayor Kennedy reminded everyone that Grievance Day for taxes will be on May 23rd at the Activity Center. Often people call here with a problem or complaint and City Hall starts doing something about it but they don't get back to the person to let them now it's being worked on. That's the call that needs to happen. She wished everyone a good night.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:50 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 125 - 2017

OF

MAY 22, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL WITH THE CHAZEN COMPANIES TO CONDUCT
GROUNDWATER SAMPLING AND PERIODIC REVIEW OF THE
ENGINEERING AND INSTITUTIONAL CONTROLS AT
THE DELISTED CONSOLIDATED IRON SUPERFUND SITE AT A COST OF \$12,650.00

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014;

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling, a topographical survey and an initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015, the City Council approved a contract with The Chazen Companies to conduct groundwater sampling, a topographical survey and initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct the next interval of groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$12,650.00 with funding to be derived from CD1.8686.0448.8125.2014 - Other Services.Park Improvements, CD1.8686.0448.8125.2015 - Other Services.Park Improvements and CD1.8125.0448.0542.2016 - Peoples Waterfront Park; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work 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 accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$12,650.00.



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Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

HUDSON VALLEY OFFICE
21 Fox Street
Poughkeepsie, NY 12601
P: 845.454.3980 or 888.539.9073
www.chazencompanies.com

April 12, 2017

Mr. Jason C. Morris, P.E. City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

Re: Consolidated Iron and Metal Site – Annual Sampling Report
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
Project #: 41548.00

Dear Mr. Morris:

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) appreciates this opportunity to provide our cost proposal for professional sampling and reporting services at the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services we provided for your prior annual report. Our task numbers follow prior task assignments.

Scope:

Task 004 – 2017 Groundwater Sampling

Chazen will conduct one round of groundwater sampling from the 10 existing on-site ground water monitoring wells. Wells will be purged of not less than three well volumes using a downhole submersible or peristaltic pump prior to sample collection. Wells that purge dry and do not fully recharge in an hour or less will be purged dry a second time and then sampled when there is sufficient water in the well to collect a sample as determined in the field.

Water quality parameters will be periodically measured at a frequency of not less than once per well volume and immediately before sampling and recorded on the field sampling logs. Purge water will be decanted to the ground following permission for this disposition concluded during the prior sampling event.

Groundwater samples will be collected from each well by hand using a dedicated disposable bailer to collect the VOC sample and a peristaltic pump for the required suites of analytes. Samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of TCL-VOC, TCL-SVOC, TAL-Metals, PCBs, and Pesticides using appropriate NYS CLP-ASP methods. Quality Control/Quality Assurance (QAQC) samples will also be collected and submitted for analysis. QAQC sampling consists of a Field Duplicate and an equipment blank (from the peristaltic pump) submitted for analysis of each suite of parameters, an MS/MSD sample for VOC and SVOC analysis, a Trip Blank for VOCs only, and a Temperature blank (for the shipment integrity).

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Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (New York)
Chazen Engineering Consultants, LLC (Tennessee)

Upon receipt of the laboratory data Chazen will prepare a brief summary report for the City of Newburgh describing the results with a comparison to the appropriate water quality standards.

Deliverables- Completed sampling event and resulting sample results.

Task-005- 2017 Periodic Review Report

Chazen will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls, as identified in the approved Site Management Plan. The visual inspection of the site will be performed by Chazen staff, with or without NYSDEC and/or City personnel (as desired) to assess the soil cover system and integrity of the perimeter fence. Chazen will discuss any concerns and potential mitigative measures that may be warranted for inclusion in the PRR.

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any.

A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission to NYSDEC.

SCHEDULE:

We can schedule this work to be completed within two weeks of receipt of authorization to proceed. Our report can be provided to the City within a week of receipt of laboratory data.

COSTS

Chazen can complete the scope requested in the RFP as specified in this proposal for the lump sum price of \$12,650.

Task	Labor	Expenses	Lab	Total
2017 Sampling	\$2,600	\$50	\$7,300	\$9,950
2017 Report	\$2,700	\$0	\$0	\$2,700
Totals	\$5,300	\$50	\$7,300	\$12,650

ASSUMPTIONS AND LIMITATIONS

No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the US EPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access will be readily provided. Based on the SMP, Class B deliverable data packages, independent third party data validation, and Data Usability Summary Reports (DUSPs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. Chazen will prepare an internal safe work plan with task hazard analyses for our use for the survey, site inspection, and groundwater sampling events. All field work will be conducted by Chazen Science, Engineering, or/Environmental Professionals at non-Prevailing Wage rates. No sales taxes are applicable to this work.

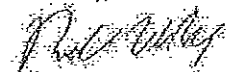
The PRR will be completed in general accordance with NYSDEC guidance and submitted to NSYDEC. Our scope includes one iteration of comments and revisions, only.

AGREEMENT

Since we have worked on this site previously and have signed our standard consulting agreement for this site, we require only a signature authorization below to authorize this work under the prior agreement conditions.

Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, CPG, at 518-266-7370.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, CPG
file

Authorizing Signature

Date



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Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

April 12, 2017

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Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (New York)
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Upon receipt of the laboratory data Chazen will prepare a brief summary report for the City of Newburgh describing the results with a comparison to the appropriate water quality standards.

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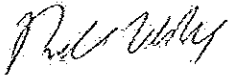
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Since we have worked on this site previously and have signed our standard consulting agreement for this site, we require only a signature authorization below to authorize this work under the prior agreement conditions.

Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, CPG, at 518-266-7370.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, CPG
file

Authorizing Signature

Date

RESOLUTION NO.: 126 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH THE CHAZEN COMPANIES FOR PROFESSIONAL
ENGINEERING SERVICES FOR ADA CURB RAMP EVALUATION AND DESIGN
SERVICES IN AN AMOUNT NOT TO EXCEED \$81,575.00**

WHEREAS, Under Title II of the Americans with Disabilities Act (ADA) and clarified in the United States Department of Justice/Department of Transportation Joint Technical Assistance on the Title II of the Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are Altered through Resurfacing, the City of Newburgh is mandated to construct curb ramps when streets, roads or highways are altered through resurfacing; and

WHEREAS, as part of routine street resurfacing, the City of Newburgh sought through a competitive process a qualified professional consultant to evaluate existing curb ramps on streets expected to be resurfaced, and to provide plans, specifications and bid documents for the design of ADA compliant curb ramps where they do not already exist, along with providing construction inspection services; and

WHEREAS, The Chazen Companies submitted a proposal, a copy of which is attached hereto, to provide ADA curb ramp evaluation and design services to meet the City's ADA Title II obligations; and

WHEREAS, based on their experience, references and project history, The Chazen Companies is best qualified to provide such services; and

WHEREAS, the cost for such project shall be in an amount not to exceed \$81,575.00 and funding shall be derived from CD.8065.0448.0562.2016 - ADA Crosswalk Improvements; and

WHEREAS, this Council has determined that entering into an agreement with The Chazen Companies is in the best interests of the City of Newburgh and its residents;

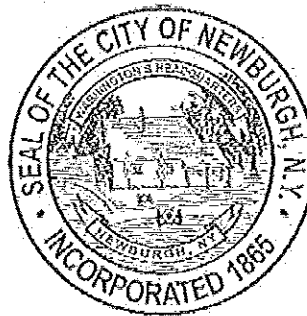
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement for professional engineering services with the Chazen Companies in an amount not to exceed \$81,575.00 for ADA curb ramp evaluation and design services.



Engineers ♦ Land Surveyors ♦ Planners ♦ Environmental & Safety Professionals ♦ Landscape Architects

CITY OF NEWBURGH

ADA Curb Ramp Evaluation and Design Services



Prepared for:
Kathryn Mack
City Comptroller
City of Newburgh
Comptroller's Office
4th Floor
City Hall
83 Broadway
Newburgh, NY 12550

Proposal Contact:
George A Cronk, III,
P.E., CPMSM
The Chazen Companies
21 Fox Street
Poughkeepsie, NY
12601

May 1, 2017

Proposal # PM17-093

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May 1, 2017

Ms. Kathryn Mack
City Comptroller
City of Newburgh
Comptroller's Office 4th Floor
City Hall, 83 Broadway
Newburgh, NY 12550

Re: *ADA Curb Ramp Evaluation and Design Services*
Chazen Proposal # PM17-093

Dear Ms. Mack:

The Chazen Companies (Chazen) is pleased to submit this proposal to the City of Newburgh (City) for the American with Disabilities Act (ADA) Curb Ramp Evaluation and Design Services. Working with our multidisciplinary team, Chazen would provide all necessary services to support the City's efforts to satisfy ADA requirements for curb ramps as resurfacing streets are considered.

Your project will require vast knowledge of codes and applications, including pedestrian transportation systems within the complete streets framework. Chazen has such experience, including having worked in the City on projects for the Newburgh School District and New York Telephone. Project services for these clients included design plans, technical specifications and bid services. Working on these projects allowed us the opportunity to understand the City's procedures and become familiar with exercising the program requirements with the City's regulatory framework.

In our proposal, we have outlined an approach highlighting phases to successfully ensure the City is compliant under Title II of the ADA. There are three (3) phases: Site Evaluation and Surveying Services, Engineering Design Services and Construction Services. Chazen has all the necessary services in house for curb ramp evaluation and design, as well as the experience needed and close proximity (from our Poughkeepsie office) to successfully work with the City and implement its four (4) year paving plan.

Chazen is pleased to present this proposal to assist the City of Newburgh for your curb ramp evaluation and design services. Please contact our office with any questions or if you would like additional information. I can be reached at 845.454.3980 or gcronk@chazencompanies.com. Thank you for the opportunity.

Sincerely,



George Cronk, III, P.E., CMPSM
Principal, Director, Engineering Services

cc: Joseph M. Lanaro, P.E., M.ASCE
Senior Principal, Vice President, Engineering Services

Table of Contents

1. Company Summary
2. Project Team
3. Firm's Related Experience
4. Scope of Work
5. Proposal Cost & Schedule
6. Project Examples
7. References

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1. Company Summary



Firm Introduction

The Chazen Companies was founded in the historic Hudson Valley region of New York in 1947. We provide engineering, land surveying, planning, environmental and safety consulting, landscape architecture and construction services to clients throughout the Northeast. We focus on creating effective, long-term partnerships while delivering world class levels of performance from our offices in the Capital District, Hudson Valley, North Country, Central New York and Nashville, Tennessee.

Chazen is an employee-owned firm representing municipalities, agencies, developers, landowners, utilities, institutions, industries and not-for-profits. We closely review emerging technologies and practices to ensure that our clients are introduced to high-value, reliable, cost-effective practices. From project concept to completion, we collaborate closely with clients, taking a customized approach to every project.

Our goal in working with communities is to develop a relationship that grows over time. We are excited about the opportunity to do so with the City of Newburgh, beginning with support of your efforts to satisfy ADA requirements for curb ramps as you consider resurfacing your streets. Through this project, we hope to help you provide safer, compliant walkways for your community. We look forward to discussing your vision with you in person.

ALBANY BUSINESS REVIEW



2016 BEST PLACES TO WORK



AREAS OF PRACTICE

- 3D Modeling
- ADA Evaluation and Design
- Brownfield Redevelopment
- Civil Engineering
- Code Compliance
- Construction Observation and Inspection
- Ecological Studies
- Environmental Remediation
- Environmental Risk Management and Asset Protection
- Environmental Site Assessments
- Forensic Investigations
- Geographic Information Systems
- Geotechnical Engineering
- Grantsmanship
- Health and Safety Training
- 3D High Definition Laser Scanning
- Land Surveying
- Land Use and Comprehensive Planning
- Landscape Architecture
- Parks and Recreation Planning and Design
- Public Participation
- Regulatory Compliance and Permitting
- SEQRA and NEPA Compliance
- Site Planning and Design
- Solid Waste Management
- Stormwater Management
- Structural Engineering
- Transportation Planning and Engineering
- Utility Engineering
- Underground Utility Markout
- Visual Impact Assessment and Simulation
- Wastewater Collection, Treatment and Disposal
- Water Resource Development
- Water Supply, Treatment and Distribution
- Wetland Delineation and Permitting
- Zoning Approvals and Permitting

1. Company Summary

CORE COMPETENCIES

Transportation Services

Chazen's transportation engineering team creates for the safe and efficient movement of vehicle, bicycle and pedestrian traffic. Our transportation planning process combines the science of information analysis with the art of obtaining public participation, allowing us to prioritize needs, forecast future conditions and visualize innovative solutions. Chazen's engineers provide transportation services from project inception through construction inspection.

- Transportation Planning
- Traffic Impact Analysis
- Roadway Safety and Corridor Studies
- Environmental Impact Analysis and Mitigation
- Roadway Design
- Right-of-Way Acquisition Activities
- Intelligent Transportation Systems (ITS)
- Bicycle, Pedestrian and Trail Planning
- Multi-modal Transportation Plans
- Parking Studies

Engineering

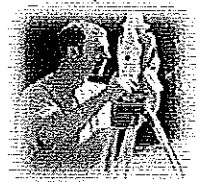
Chazen's engineering group offers a variety of technical and professional services serving many clients within a diverse group of markets. Our clients benefit by working with a team of professionals that are responsive to ever-changing technical environments and the convenience of working with one firm to fulfill most project related needs.



- Municipal Planning and Engineering
- Civil/Site Planning and Development
- Storm Water Management (local, community and regional)
- Water Supply, Treatment and Distribution
- Wastewater Collection, Treatment and Disposal
- Highway/Transportation Planning and Design
- Subsurface Interpretation and Foundation Systems
- Structural Systems (Building and Special Structures)
- Solid Waste Management Facilities
- Utility Systems
- Construction Engineering and Administration
- Forensic Investigations (Condition Assessments, Investigations, Expert Witness Testimony)

Land Surveying

Chazen's land surveying group provides clients with professional land surveying services that utilize state-of-the-art technology and modern equipment. Our professional land surveyors combine unique quality assurance processes with knowledge and experience to offer a diverse range of survey and mapping products. Our computerized data collection systems, robotic total stations and GPS (Global Positioning Systems) capabilities translate to a project that is delivered on time and on budget, while maintaining the high quality expected by our clients.



- 3D High Definition Laser Scanning
- Subdivision, Residential Title and Property Line Surveys
- ALTA/ACSM Land Title Surveys
- Topographic Surveys
- Construction Layout
- GPS Surveying, Static and RTK
- Right-of-Way Mapping
- Digital Terrain Modeling
- Photogrammetric Control Surveys
- Land Records Research

1. Company Summary

Landscape Architecture

Chazen's landscape architecture group works closely with clients and team members to combine the art of landscaping with the reality of site development. Chazen's landscape architects are assembled to produce creative and functional ideas for a wide variety of clients and projects. We combine the art of landscape design with site development to create distinctive architectural solutions for any project type. Our professionally accredited and accomplished staff collaborates with in-house groups to design and implement exceptional finished products.



- Feasibility Studies
- Site Design/Schematic Design
- Land Analysis
- Land Use Analysis
- Planting Design
- Public Presentations
- Parks & Recreation Design
- Site Inventories and Assessments
- Pedestrian and Traffic Circulation Systems
- Parking Studies
- Visual Assessments and Simulations
- Viewshed Analyses
- Wetland Mitigation
- Site Lighting Plans

Planning

Chazen's planning group helps communities visualize their future through creative land use strategies. We currently serve as consulting planners and engineers to a number of municipal planning, zoning and Town and Village Boards. In addition to reviewing development proposals for our municipal clients, we are experts in preparing comprehensive plans, waterfront revitalization plans, zoning ordinances, and related land use tools tailored to local circumstances. We are also experienced in preparing a wide range of non-regulatory tools to help implement local planning goals and objectives, including community design guidelines, recreation and open space plans, economic development strategies, natural resource inventories, transportation plans, and capital improvement plans.

- Long Range Planning
- Comprehensive Planning
- Municipal Planning
- Zoning Regulations/Design Standards
- SEQRA/Environmental Planning
- Green Infrastructure Planning
- EAF/EIS Preparation
- Economic Development Planning
- Transportation Planning
- Waterfront Revitalization Plans
- Geographic Information Systems (GIS)
- Public Outreach & Facilitation
- Grant Writing
- Fiscal/Economic Impact Studies

Construction Services

Chazen's construction services group assists our clients in turning design into reality. Working closely with our other service groups or an outside designer, our inspection staff will strive to meet the true intent of the design and fulfill the client's needs while ensuring a quality, timely, cost effective product.



- Construction Inspection and Administration
- Review Shop Drawings and Material Submissions
- Budgeting and Cost Controls
- Field Engineering and Survey
- Scheduling
- Stormwater Inspection
- Maintenance and Protection of Traffic
- Constructability Reviews
- Analysis and Mitigation of Claims and "Extras"

1. Company Summary

Code Services

Chazen's code services team provides a wide range of technical consulting services to both public and private clients. With the extensive volume and complexity of building codes and standards as well as the regulatory requirements, its increasingly challenging to maintain a thorough understanding of the documents that are so critical to develop. Our team leverages an extensive knowledge of the codes to ensure our clients (public and private) meet their directive to enforce the codes. Chazen's understanding of the municipal permitting process, combined with our technical expertise also allows us to help owners, developers and design professionals to create unique projects that meet their design objectives and navigate the permitting process.

Municipal Services:

- Plan Review
- Inspection Services
- Code Analysis and Interpretation
- Alternative Means and Methods (AM&Ms) Review & Guidance
- State Variance Application Support
- More Restrictive Local Standards (MRLS)

Private Services:

- Jurisdictional Engagement & Negotiations
- Building Code Evaluation
- Design Guidance
- Compliance Alternatives
- Arc Flash Compliance & Electrical Safety
- Hazardous Materials Management Plans

Environmental

Chazen's environmental services group provides turnkey environmental consulting services to our municipal, commercial, industrial, and institutional clients. Whether your project is as straight-forward as a due diligence evaluation of property or as complex as the investigation and remediation of chemical impacts to soil, sediment, and water, you need a consultant that understands the scientific principles and regulatory requirements, and able to leverage this knowledge against the project objectives.



- Environmental Due Diligence/Property Transaction Support
- Regulatory Compliance, Permitting and Auditing
- Environmental Risk Management and Asset Protection
- Flora, fauna and habitat assessment
- Wetlands survey, assessment and mitigation plan
- Water Resource Management
- Brownfield Site Redevelopment Strategy
- Remedial Site Investigation, Delineation and Design
- Field Services - GPR, Soil and Groundwater Investigation, ACM and Pb Paint Surveys
- Site Remediation
- Energy Alternative Support
- Environmental Stewardship and Sustainability

Health and Safety

Chazen's health and safety group provides environmental health and safety services to the industrial, environmental, utility and municipal industries. Our offerings range from on-site safety talks to comprehensive environmental, health and safety audits. Our experienced instructors can customize a class to efficiently and thoroughly train your staff for all aspects of general site safety and project specific topics. In 2013, Saratoga Safety was acquired by The Chazen Companies and is now their wholly owned subsidiary doing business as Saratoga Safety, LLC. In addition to our main training facility in Troy, we also have classrooms available in Wilton and Poughkeepsie.

- All aspects of Hazardous Materials, Construction, and First Aid/CPR Training
- Corporate H&S Manuals
- Project Specific Safety Plans and Checklists
- Site and PPE Audits
- Industrial Hygiene Monitoring and Services

2. Project Team

At Chazen, we believe that our staff is our most valuable asset. Our professionals are licensed and certified, and we encourage them to continuously advance their skills throughout their careers. For the City of Newburgh's RFP, we have assembled a team dedicated to completing the project on time and on budget. The following key members are backed by a staff of 120 employees, with the majority based in our Poughkeepsie office. Their resumes follow.



JOSEPH M. LANARO, P.E., M.ASCE *Senior Principal, Vice President, Engineering Services*

Role: Principal-in-Charge

Mr. Lanaro has over 29 years of civil engineering, construction, environmental, geotechnical, structural, transportation and water resource experience. As Senior Principal and Vice President of Engineering, Mr. Lanaro is responsible for strategic and operational elements of the engineering service line across the company. Mr. Lanaro is the Principal-in-Charge for complex private and public interest/sector projects. He also provides QA/QC for engineering applications and forensic and expert witness/litigation support services.



GEORGE A. CRONK, III, P.E., CPMSM *Principal, Director, Engineering Services*

Role: Project Manager

Mr. Cronk is a Professional Engineer with over 17 years of civil engineering experience. His professional background and range of experience allows him to lead projects with a focus on product quality, schedule compliance, client service and budget considerations. He manages and oversees projects with complex engineering requirements. Mr. Cronk has expertise in park design, roadway design, stormwater management, SEQRA review, and water and wastewater district formation and engineering.



STEVEN J. ALEX, P.L.S. *Senior Principal, Vice President, Land Surveying Services*

Role: Land Surveying

Mr. Cronk is a Professional Engineer with over 17 years of civil engineering experience. His professional background and range of experience allows him to lead projects with a focus on product quality, schedule compliance, client service and budget considerations. He manages and oversees projects with complex engineering requirements. Mr. Cronk has expertise in park design, roadway design, stormwater management, SEQRA review, and water and wastewater district formation and engineering.



THOMAS R. JOHNSON, P.E., PTOE *Transportation Services Manager*

Role: Transportation Engineer

Mr. Johnson is the Transportation Services Manager in the firm's Engineering Services Group. He is a Registered Professional Engineer in the State of New York as well as six other states and a Certified Professional Traffic Operations Engineer (PTOE). He has 31 years of experience acting as the Town Designated Engineer on traffic matters for many municipalities. Mr. Johnson has worked with clients and on projects throughout New York State as well as neighboring states. His work also encompasses providing expert SEQRA and Technical reviews, safety studies, parking evaluations, access and circulation studies, and traffic signal designs; completing the traffic engineering for infrastructure projects; and presenting project information to elected officials, boards, agencies, and the public.



GARY ABER *Director, Construction Services, Utility Designating and Utility Design*

Role: Construction Inspection

Mr. Aber has been involved in the construction field for more than 40 years. Mr. Aber currently manages and schedules the day-to-day construction inspection operations for company personnel covering private, public and utility company term contracts. His experience includes monitoring all phases of construction including pavement restorations, sidewalks, ADA handicap ramps, curbing, lawn areas, tie-ins to private, pavement striping, signals, and signage. He is also responsible for all telephone, gas, fiber, electrical and CATV conduit system design and installation.

2. Project Team



KURT H. ILKER *Senior Construction Specialist (Level III Inspector)*

Role: Construction Inspection

Mr. Ilker has over 27 years of diversified experience and multiple skills such as construction oversight of curbing, asphalt pavement and overlay, and ADA ramp/sidewalk restoration. Mr. Ilker has worked on NYSDOT Permit projects for over ten years in capacities as NICET II and III. He is versed in project management and site construction management of projects involving both environmental and civil engineering components. He has a strong construction background and the ability to maintain relationships with regulators, NYCDEP and NYSDEC, officials, owners, and contractors to ensure compliance with project plans and specifications.



KYLE AHEARN, P.E. *Project Engineer*

Role: Project Engineer

Mr. Ahearn is responsible for designing land development projects in the commercial, residential, industrial and institutional fields from the schematic design phase through construction. He develops analytical models, utility networks and regulatory applications and completes code studies and field investigations. Mr. Ahearn has thorough cooperative education experience that has spanned the disciplines of site, structural and environmental engineering at three separate engineering firms in the Northeast.



CHRISTOPHER J. LAPORTA, EIT *Assistant Project Engineer*

Role: Project Engineer

Mr. LaPorta is a member of Chazen's Engineering team. He designs land development projects for commercial, residential, industrial, institutional, and municipal clients, beginning from the schematic design phase through construction. Mr. LaPorta develops analytical models, utility networks, regulatory applications, and completes code studies and field investigations. Mr. LaPorta has education experience across various disciplines, including site, traffic, structural and environmental engineering.



STACEY KURIAN, EIT *Assistant Project Engineer*

Role: Project Engineer

Ms. Kurian is an Assistant Project Engineer with Chazen's Engineering group. She is skilled in layout design, site design, ADA compliance, water and wastewater projects. Ms. Kurian brings a unique experience to Chazen, having worked with a nonprofit engineering organization in the Middle East, where the focus was engineering in a developing country.



JOSEPH M. LANARO, P.E., M.ASCE

Senior Principal, Vice President, Engineering Services

Mr. Lanaro has over 29 years of civil engineering, construction, environmental, geotechnical, structural, transportation and water resource experience. As Senior Principal and Vice President of Engineering, Mr. Lanaro is responsible for strategic operational elements of the engineering service line across the company. He develops and drives the implementation of department policies, procedures, and standards. Mr. Lanaro is the Senior Principal-in-Charge for complex private and public interest/sector projects. He also provides QA/QC for engineering applications and forensic and expert witness/litigation support services. His experience includes site planning and development, stormwater management, water supply treatment and disposal, highway analysis and design, field reconnaissance and topographic survey, environmental site assessment and investigation, geotechnical/structural analysis and design and construction engineering management.

PROFESSIONAL EXPERIENCE SUMMARY

EDUCATION

BS, Civil Engineering, Union College, 1988

REGISTRATION

Professional Engineer

NC 032951

NY 070126-1

CT 25653

FL 59695

GA PE028859

IN 19500149

ME 8412

NH 9229

RI 7528

SC 25648

TN 108515

UT 4917195

VA 0402-037890

VT 7045

TX 103120

AZ 54196 (Structural)

AZ 53944 (Civil)

MA 50786

NJ 24GE05174700

KY 30221

OH 80043

CA 84376

MD 05-50536

NYSDOH Class C Community
Water Systems Operator 13013

National Council of Examiners for
Engineering and Surveying 23871

AFFILIATIONS

American Society of Civil
Engineers

American Society of Professional
Engineers

American Consulting Engineers
Council

International Code Council

Adjunct Professor, Union College,
Civil Department

TRANSPORTATION ENGINEERING

Mr. Lanaro's background in transportation engineering includes the preparation of traffic impact assessments, intersection analysis and design for new roadways and roadways analysis and design for facility projects and subdivisions. Mr. Lanaro has limited experience with structures within waterways, primarily docking areas at marinas. Mr. Lanaro has limited experience with air/land systems. He was the Managing Engineer for the Saratoga Hospital Medical Heliport, involved from planning and design, through permitting and construction. Mr. Lanaro has also been involved with preliminary planning of a medical heliport at Schuyler Hospital and a rooftop heliport at St. Peters Hospital in Albany, New York.

CONSTRUCTION ENGINEERING

Mr. Lanaro has a diverse background in construction engineering. His early experiences working in the construction industry supplement his background in construction administration and management.

GEOTECHNICAL ENGINEERING

Mr. Lanaro has developed numerous subsurface programs as part of the analysis and reporting of subsurface conditions for buildings and structures. He has experience with numerous structures including reinforced soil masses, flexible earth retention systems, soil-anchoring and soil stabilization.

WATER RESOURCES

Mr. Lanaro has a diverse background with water, wastewater and stormwater systems. He has conducted numerous investigation projects, system analysis and design of system improvements for existing and developing areas. His experience ranges from small through large systems incorporating municipal infrastructure. His construction background coupled with his operational experience results in comprehensive solutions supporting private and public sector applications, as well as forensics in support of litigation-related services.

ENVIRONMENTAL ENGINEERING

Mr. Lanaro has completed numerous Phase I and Phase II Environmental Site Assessments, supervised tank closures, and completed and coordinated soil testing and remedial mitigation. Mr. Lanaro has also been involved in various landfill closure and monitoring projects.

STRUCTURAL ENGINEERING

Mr. Lanaro has completed numerous structural assessments and investigative engineering reports. His experience includes structural design of a variety of structures incorporating steel; reinforced concrete; reinforced masonry; composite and timber structures. Foundation designs include conventional systems as well as grade beam with pile supported (auger cast and driven).

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JOSEPH M. LANARO, P.E., M.ASCE

Senior Principal, Vice President, Engineering Services

...continued

PROJECT EXPERIENCE

- **New Rochelle Traffic Signals Upgrade** New Rochelle, NY

Design project for the upgrade/ replacement of 13 traffic control signals on Pelham Road in the City of New Rochelle, Westchester County. In addition, provided QAQC for the design of upgrades/replacement of an additional 24 signals along the Main Street corridor.

- **NYS DOT Region 8 Traffic Signal Requirement**

Seven County Area, Lower Hudson Valley, NY

Contract for the installation and upgrading of traffic signals at various locations in a seven county area in the Lower Hudson Valley. These projects installed/ upgraded 15-20 signals annually.

- **St. Peters Hospital Expansion Project**

City of Albany, NY

An external traffic study was completed to document any possible impact on the surrounding roadway system resulting from the proposed expansion of the St. Peters Hospital campus. Included in this study was the capacity analyses (HCM) of six signalized intersections and two un-signalized driveways. Recommendations pertaining to traffic signal phasing and timing, lane designations, signal coordination, pavement markings, signing and other safety concerns were also provided to ameliorate possible traffic impacts as required.

- **Hudson Valley Community College**

City of Troy, NY

Conducted a detailed evaluation of the roadway system immediately north of the college campus. Six intersections on Route 4, Route 378 and Morrison Avenue were analyzed for four peak hours of commuter and college campus traffic for existing and future traffic to determine operational problems and arrive at mitigation measures.



GEORGE A. CRONK, III, P.E., CPMSM

Principal, Director, Engineering Services

Mr. Cronk is a Professional Engineer with over 17 years of civil engineering experience. His professional background and range of experience allows him to lead projects with a focus on product quality, schedule compliance, client service and budget considerations. He manages and oversees projects with complex engineering requirements. Mr. Cronk has expertise in park design, roadway design, stormwater management, SEQRA review, and water and wastewater district formation and engineering.

PROJECT EXPERIENCE

EDUCATION

BS, Civil Engineering,
Northeastern University

Certified Professional in Municipal
Stormwater Management

Certificate in Computer Systems
Program, Northeastern University

REGISTRATION

Licensed Professional Engineer
NY 085015-1 & CT

- **Newburgh School District Building and ADA Assessment**

Newburgh, NY

Analyses and assessment of condition of concrete sidewalks, concrete curbs, ADA ramps, cross walks, parking lighting, street trees, hardscape features, stormwater conveyance, landscape features, adequate parking, playgrounds, sanitary, domestic water, etc.

- **South Hills Mall ADA Consent Compliance Project**

Town of Poughkeepsie, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps, cross walks, parking lighting, street trees, hardscape features, conveyance, landscape features, retail building reconfiguration.

- **New Rochelle School District ADA Compliance and Capital Improvements**

City of New Rochelle, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps, cross walks, parking lots, site lighting, hardscape features, stormwater conveyance, SWPPP, etc.

- **Brown Street and Division Streetscape Revitalization and ADA Compliance**

City of Peekskill, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps, cross walks, street lighting, street trees, hardscape features, conveyance, landscape features.

- **Mount Kisco Mall ADA Compliance Project**

Village of Mount Kisco, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps and cross walks.

- **Mount Kisco Mall ADA Compliance Project**

Village of Mount Kisco, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps and cross walks.

- **Shopping Plaza ADA Compliance Project**

Town of Menands, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps and cross walks.

- **Lincoln Depot Plaza and Visitor Center**

City of Peekskill, NY

Project includes concrete sidewalks, concrete curbs, ADA ramps, stairs, boardwalk, visitor center building, stormwater conveyance, landscape features.

General Municipal Services:

- Comply with SEQR procedures
- Develop bond and cost estimates
- Road design meeting local, county and state requirements
- Participation at Town Board, Planning Board, ZBA, and various committees for review and presentations
- Preparation of zoning changes including EIS', public hearings and presentation to Town/Planning Boards
- Town Board approvals for special use permits
- Zoning Board of Appeals for use and area variances
- Establishment of Town ROW and open space areas
- Design and support various recreational features for a multitude of school districts (public and private)

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STEVEN J. ALEX, P.L.S.

Senior Principal, Vice President, Land Surveying Services

With 34 years of experience in land surveying and land development, Mr. Alex works closely with many regional developers, attorneys, title companies and state agencies, providing high quality land surveying services, consultation and problem solving surveying solutions from project inception through completion. As Senior Principal and Vice President of Surveying Services, Mr. Alex is responsible for the overall program direction, quality assurance and management of survey services and coordination of survey personnel throughout Chazen's network of offices.

PROJECT EXPERIENCE

EDUCATION

AAS, Forestry/Land Surveying, Paul Smith's College, 1984

REGISTRATION

Land Surveyor NY 005016, 1993

Land Surveyor CT 70285, 2007

AFFILIATIONS

NYS Association of Professional Land Surveyors

National Society of Professional Land Surveyors

American Congress on Surveying and Mapping

TRAINING

LEICA GPS Three Day Training

LEICA GPS Two Day Advance Training

- **Roadway Surveys for**

- **Putnam County DPW**

- Carmel, NY

- Road ROW determination and topographic survey to support new culvert design and construction, permanent easement mapping

- Role: Certifying Land Surveyor*

- **Dutchess County DPW –**

- **Bridge PO-17X**

- Town of LaGrange, NY

- ROW, topographic survey and easements for County Road #43 Bridge Replacement

- Role: Certifying Land Surveyor*

- **Dutchess County DPW – On-Call**

- **Land Surveying 2010-2012**

- Dutchess County, NY

- ROW survey, acquisition and easement mapping, boundary and topographic mapping

- Role: Principal, Client Manager*

- **Town of Washington –**

- **Oak Summit Road Culvert**

- Town of Washington, NY

- ROW, topographic, wetlands survey and easements for design of culvert replacement

- Role: Principal Manager*

- **Town of New Castle,**

- **Hamlet for Chappaqua ROW**

- Town of New Castle, NY

- ROW, topographic and utility survey for sidewalk replacement

- Role: Principal Manager*

- **Road and Sidewalk Surveys for New**

- **York State Department of Transportation**

- Town of Jay, Essex County, NY

- Wetland mitigation and stream monitoring Jay Covered Bridge; control survey and stream sections

- Role: Certifying Land Surveyor*

- **Dutchess County**

- **Department of Public Works**

- Town of Beekman, Dutchess County, NY

- County Road #9 drainage improvements and resurfacing, control survey and construction survey

- Role: Construction Layout*

- **Dutchess County**

- **Department of Public Works**

- Town of Clinton, Dutchess County, NY

- County Road #18 culvert replacement control survey and construction layout

- Role: Construction Layout*

- **Dutchess County**

- **Department of Public Works**

- Town of Northeast, Dutchess County, NY

- Coleman Station Road, County Road #58 culvert replacement control survey, easement layout and construction layout

- Role: Construction Layout*



THOMAS R. JOHNSON, P.E., PTOE

Transportation Services Manager

Mr. Johnson is the Transportation Services Manager in Chazen's Engineering Services Group. He is a Registered Professional Engineer in the State of New York as well as six other states. Mr. Johnson is also a Certified Professional Traffic Operations Engineer (PTOE). He has 31 years of experience acting as the Town Designated Engineer on traffic matters for many municipalities. Mr. Johnson has worked with clients and on projects throughout New York State as well as the neighboring states of Vermont, New Hampshire, Maine, Connecticut, Pennsylvania and New Jersey. His work also encompasses providing expert SEQRA and Technical reviews, safety studies, parking evaluations, access and circulation studies, and traffic signal designs; completing the traffic engineering for infrastructure projects; and presenting project information to elected officials, boards, agencies and the general public.

EDUCATION

B.S., Civil Engineering, 1986,
Clarkson University

REGISTRATION

Registered Professional Engineer
– New York, New Jersey,
Connecticut, Pennsylvania, New
Hampshire, Maine, Vermont

Certified Professional Traffic
Operations Engineer (PTOE)

AFFILIATIONS

Member – Institute of
Transportation Engineers (ITE)

Member – American Society of
Highway Engineers (ASHE)

Member – American Society of
Civil Engineers (ASCE)

PROJECT EXPERIENCE

- **Dix Avenue Sidewalk and Corridor Study**
Warren/Washington Counties, NY
Complete Streets analyses for future corridor growth.
Role: Senior Traffic Engineer
- **Erie/Blvd/Nott Street Traffic and Pedestrian Intersection Evaluation**
Schenectady, NY
Alternatives analysis to reduce delay and improve safety.
Role: Principal Traffic Engineer
- **Jay Street Pedestrian and Vehicle Corridor Study**
Schenectady, NY
Traffic engineering for a Complete Street, multi-modal corridor.
Role: Senior Traffic Engineer
- **Route 5 Transit Gateway Study**
Schenectady, NY
Bike/pedestrian improvements between college, bus/rail stations and transit stops.
Role: Senior Traffic Engineer
- **Van Schaick Island Transportation and Roadway and Sidewalk Plan**
Cohoes, NY
Transit Oriented Development Study with Multi-modal/Transit Plan.
Role: Project Manager
- **Schenectady Intermodal Station Plan**
Schenectady, NY
Traffic, parking and pedestrian circulation studies for expansion of the Intermodal Station.
Role: Senior Traffic Engineer
- **US Route 20 Pedestrian Corridor Study**
Guilderland, NY
Concept plans for pedestrian/bicycle connections and access management improvements.
Role: Senior Traffic Engineer
- **Traffic Calming Improvements**
Rochester, NY
Concepts to address vehicular/pedestrian conflicts in residential area.
Role: Senior Traffic Engineer
- **Beach Road Pedestrian Sidewalk Corridor Reconstruction**
Lake George, NY
Rehabilitation of a multi-modal corridor with bikes, pedestrians and horse-drawn carriages.
Role: Managing Traffic Engineer
- **State Street Road-Diets**
Schenectady, NY
Analysis for reduction in through lanes, traffic calming treatments, on-street parking and bike lane.
Role: Project Traffic Engineer
- **Ballard Road Corridor Study**
Wilton, NY
Multi-modal improvements including bike/trail linkages, pedestrian accommodations, and park and ride lot.
Role: Managing Traffic Engineer



TRAINING

Regional Safety Seminar (Region 8, NYSDOT)

PSMJ Management Training

OSHA 10

HalfMoon SUE Training

NSC First Aid & CPR

OSP Locating Training (AT&T Clarksville, Eastcom)

Confined Space Training (NYT)

Gas & Environmental Safety Seminar – Iroquois Gas Oper. Co.

Conduit Inspection Operations (NYT/AT&T)

New York Telephone Conduit and Manhole Design Course (Bell Core Curriculum)

Construction Safety and OSHA Seminar (Business Council of NYS)

GARY ABER

Director, Construction Services, Utility Designating and Utility Design

Mr. Aber has been involved in the construction field for more than 40 years. He currently manages Chazen's Construction Services & Utility Design Group. Mr. Aber manages and schedules the day-to-day construction inspection operations for company personnel covering private, public and utility company term contracts. His experience includes monitoring all phases of construction including pavement restorations, sidewalks, ADA handicap ramps, curbing, lawn areas, tie-ins to private, pavement striping, signals, and signage. He is responsible for all telephone, gas, fiber, electrical and CATV conduit system design and installation. He has extensive experience in utility designating and mark out over the past 30 years, providing mark out for design and construction. He provides review and coordination of such systems from preliminary design through construction.

PROJECT EXPERIENCE

• Vassar College ADA Sidewalks and Site Improvements

Poughkeepsie, NY

Pavement restoration, curbing, sidewalks, ADA handicap ramps and lawn restoration for Campus fiber conduit and manhole system.

Role: Project Manager, Designer, Construction Oversight

• Sidewalks and Site Development Projects

Coordinated construction inspection for pavement, curbing, sidewalks, ADA handicap ramps, steps, retaining walls, lighting and landscaping. Reviewing grading, SWPPP, placement of drainage, sanitary, water, curbing.

Role: Construction Services Manager, Coordinator

• Curb Ramp and Street Restorations for New York Telephone

Newburgh & Monticello, NY

Construction oversight included restoration of sidewalks, pavement, ADA handicap ramps, steps, grass areas and parking areas. \$3.5M fiber route project, including fiber optic conduit and manhole design, plans, survey coordination, ROW acquisition, bid documents, pre-bid conference, permitting, for 20+ miles and three bridge crossings

Role: Project Manager, Designer, Construction Manager

• Route 9 / Interstate 84 NYSDOT Relocation, NYNEX, CHG&E, AT&T

Fishkill, NY

Inspection oversight coordinator and joint utilities coordinator for a \$5.1M utility relocation.

Role: Project Manager, Designer

• Sidewalk and Street Restoration for Gas Main Installations

Orange County, NY

Restorations of County and NYSDOT pavements, sidewalks, ADA handicap ramps and lawns post construction. Design and Construction oversight for a 23.5-mile gas routing project.

Role: Project Director, Inspection Coordinator

• Sidewalk and Site Restoration for Electric Substation, CHG&E

New Windsor, NY

Coordination of site restorations including ADA sidewalks, retaining walls, curbing and pavement.

Role: Project Manager

• Term Contracts – Sidewalk, Street Restoration and Utility Installation

Currently managing multi-year term contracts with Central Hudson Gas & Electric Corp. and Orange & Rockland Utilities. Contracts extend into 2017.

Role: Manager

• Stewart International Airport Access Improvements, Verizon, CHG&E, Frontier, CATV

New Windsor, NY

Inspection oversight coordinator and joint utilities coordinator for an \$8M joint utility relocation/upgrade.

Role: Project Manager, Designer

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KURT H. ILKER

Senior Construction Specialist (Level III Inspector)

Mr. Ilker has over 27 years of diversified experience and multiple skills such as construction oversight of curbing, asphalt pavement and overlay, and ADA ramp/sidewalk restoration. Mr. Ilker has worked on NYSDOT Permit projects for over ten years in capacities as NICET II and III. He is versed in project management and site construction management of projects involving both environmental and civil engineering components. He has a strong construction background and the ability to maintain relationships with regulators, NYCDEP and NYSDEC, officials, owners, and contractors to ensure compliance with project plans and specifications.

PROJECT EXPERIENCE

TRAINING

40 HR OSHA Hazardous Materials Site Worker Course

10 HR OSHA Construction Safety Training

8 HR OSHA Hazardous Waste Operations Supervisors Training

NYSDEC Erosion & Sediment Control Training

Project Management Training

First Aid and CPR Training

Troxler Nuclear Density Meter Operator

NHI Training Certifications

- a) Pipe Inspection
- b) Trenching & Backfill
- c) HMA Paving
- d) Construction Documentation
- e) Utility Coordination

EDUCATION

BS, Geology, State University of New York at New Paltz, 1985

Geological Engineering, Colorado School of Mines, 1982-1984

Earth Science, Dutchess Community College, 1980-1982

REGISTRATION

Professional Geologist (Tennessee-TN 4912; Washington-WA 2332)

• Sidewalks and Site Development Projects

Construction inspection including pavement, curbing, sidewalks, ADA handicap ramps, steps, retaining walls, lighting and landscaping. Reviewing and overseeing grading, SWPPP, placement of drainage, sanitary, water, curbing submittals and construction.

Role: Construction Services Coordinator, Inspector

• Orthopedic Associates NYSDOT ADA Sidewalks and Building

East Fishkill, NY

Oversight and Inspection of pavement restoration-private and NYSDOT, concrete curbing, sidewalks, ADA handicap ramps and lawn restoration for new facility.

Role: Inspector, Construction Oversight

• NYSDOT Sidewalks and Site Improvement Contracts

Oversight of contractors included requiring contractors to maintain traveling public safety, coordinate lane closure operations with NYSDOT personnel and confirm daily temporary pavement restoration. Trenching observation, health and safety observation, pipe placement, backfill operations, backfill compaction, permanent pavement and curbing restorations, weekly reporting, final inspection, documentation of contractor compliance, as-built plan preparation and records packaging for final submission to NYSDOT

Role: Project Manager, Construction Oversight

• Sidewalk and Street Restoration for Gas Main Installations

Various Counties, NY

Restorations of County and NYSDOT pavements, sidewalks, ADA handicap ramps and lawns post construction.

Projects involved both street and sidewalk trenching, traffic control, backfill, compaction, coordination with

Municipalities and NYSDOT

Role: Project Director, Inspection

• Driveway and Sidewalk Entry Projects

Various, NY

Coordination of site work with NYSDOT/County for revised site driveway and sidewalk configurations, ADA sidewalks, retaining walls, curbing and pavement.

Role: Construction Inspector, Project Manager

• WWTP Concrete Site Improvements

Various, NY

Site improvements included pavement reconstruction/reconfiguration, concrete curbing, sidewalks, ADA handicap ramps, loading areas and lawn restoration for new WWTP operation. Coordination with owner, Regulators, operator for maintenance of plant operations. Review of all submittals.

Role: Project Manager, Construction Oversight



KYLE G. AHEARN, P.E.

Project Engineer

Mr. Ahearn is responsible for designing land development projects in the commercial, residential, industrial and institutional fields from the schematic design phase through construction. He develops analytical models, utility networks and regulatory applications and completes code studies and field investigations. Mr. Ahearn has thorough cooperative education experience that has spanned the disciplines of site, structural and environmental engineering at three separate engineering firms in the Northeast.

PROJECT EXPERIENCE

- **Dutchess Community College
Conklin Hall and Site Development**

Poughkeepsie, NY
Oversaw surveying, civil engineering, geotechnical engineering and landscape architectural components for design and construction of Conklin Hall, a 465-bed residence hall at the Dutchess Community College Campus. Provided technical support for the disciplines, with an emphasis on the use of green infrastructure for managing storm water. Attended and presented the project at progress meetings with Consulting Team, Client, Reviewing Agencies. Also acted as Primary Point of Contact.

- **Orthopedic Associates NYSDOT ADA
Sidewalk, Building, Parking**

East Fishkill, NY
Lead designer for new state of the art two-story, 12,000-square foot medical office building. Project involved redevelopment of a former 6,000-square foot restaurant. Developed plans, reports and specifications, which were used for SEQR, Planning Board, NYSDOT and DCDOH review. Site engineering involved preparation and design of site grading and erosion and sediment control measures; on-site water, sewer and storm water management system; new sanitary pump station and septic disposal system; off-site road improvements; SWPPP.

- **River Point Multi-Use Building
and ADA Sidewalks**

Poughkeepsie, NY
River Point is a multi-use building at the corner of the busiest intersection in Dutchess County. The topography, wetlands and large state-owned drainage easement through a large swath of the parcel presented several challenges. Provided storm water management and designed a sanitary sewer pump station with capacity for the proposed building, which involved connecting the proposed sewer forcemain to the existing municipal sewage network at an offsite location approximately a half-mile south along Route 9, requiring both local and state approvals.

- **60 South Broadway ADA Sidewalks**
White Plains, NY

Chazen performed civil engineering services to support Lennar Multifamily Investors' multiuse project consisting of 100,000 sf of commercial space and 699 apartments contained within two 24-story buildings, including working with project architect on conceptual planning to prepare a development and grading plan. Conducted preliminary engineering reviews/studies to refine the anticipated sanitary sewer improvements and estimated peak wastewater generation rates, and evaluated said impacts on the existing sanitary sewer system. Led effort to prepare detailed site development plans depicting the proposed improvements, including building footprint, parking, pedestrian and motor vehicle circulation and associated paving, walks, courtyard and common space areas; Grading and Erosion and Sediment Control Plan; and Utility Plan to identify on-site utilities including domestic water, sanitary sewer, fire protection line, and storm sewer systems. Also prepared a SWPPP and report as required by NYSDEC and the City.

- **Dutchess Stadium Field Replacement**
Wappinger, NY

Provided construction and stormwater pollution prevention plan inspection services for the installation of an AstroTurf® baseball field at Dutchess Stadium. Some of the activities inspected included calculating rock removal quantities, field subgrade preparation and compaction, turf installation, observing utility trench excavation and backfilling, bioretention construction, and erosion and sediment

EDUCATION

B.S. Civil Engineering,
Northeastern University, May 2010

REGISTRATION

Landscape Architect NY 001931

AFFILIATIONS

Massachusetts Engineer-In-
Training, Certificate Number
22740, April 2010

Qualified Erosion & Sediment
Control Site Inspector, SWI# 15T-
012511-03

Licensed Professional Engineer
NY 095815-1



CHRISTOPHER J. LAPORTA, EIT

Assistant Project Engineer

Mr. LaPorta is a member of Chazen's Engineering team. He designs land development projects for commercial, residential, industrial, institutional, and municipal clients, beginning from the schematic design phase through construction. Mr. LaPorta develops analytical models, utility networks, regulatory applications, and completes code studies and field investigations. Mr. LaPorta has education experience across various disciplines, including site, traffic, structural and environmental engineering.

PROJECT EXPERIENCE

EDUCATION

M.S. Civil Engineering, University at Buffalo, 2012

B.S. Civil Engineering Technology, Rochester Institute of Technology, 2010

A.S. Civil Engineering Technology, Erie Community College, 2008

REGISTRATION

Pennsylvania Engineer-In-Training, Certificate Number ET014313, June 2010

Construction Specifications Institute Construction Document Technologist (CDT) Number 0000000055039490

Qualified Erosion & Sediment Control Site Inspector, SWI # 2510627/13-53

AFFILIATIONS

American Society of Civil Engineers (ASCE) Number 10476787

• Northern Dutchess Hospital Site Development, ADA Sidewalks, Parking

Village of Rhinebeck, NY

Provided assistance in the design and construction administrative services for the development of an 87,000-sf hospital expansion to the Northern Dutchess Hospital. Assisted in laying out utilities, the site, sidewalks, ADA ramps, ADA parking and associated grading. Also assisted in storm water management, SWPPP preparation, construction drawing preparation and shop drawing review.

• SUNY New Paltz New Science Building Site Development, ADA Sidewalks, Stormwater

New Paltz, NY

Provided construction support consisting of review of shop drawings for compliance with project specifications and weekly erosion and sediment control inspections for compliance with the SWPPP.

• Beacon 248 Development, ADA Sidewalks, Parking, ADA Greenway Park Trail

Beacon, NY

Assisted in the design of this redevelopment project which converts the former Tuck Tape manufacturing plant into a 100-unit residential apartment complex with a clubhouse, pool area, greenway trail and pavilion overlooking waterfalls along the Fishkill Creek. Assisted in site layout, ADA Sidewalks, ADA parking, storm water management and SWPPP preparation including downstream analysis.

• Ulster Medical Office Building and Tractor Supply Co Building

Ulster, NY

Assisted in the design and construction administration of a development including a 83,000 sf medical office building and a Tractor Supply. Project involved the redevelopment of a brownfield site encumbered with wetlands and limited topographic change. Assisted in site layout and shop drawing review. Also prepared concept drawings for other prospective tenants.

• Vassar Brothers Medical Center Expansion, ADA Sidewalks, Curb Ramps, Utilities

Poughkeepsie, NY

Assistant Engineer for the design of a new addition to the southwest corner of the campus, which bridges Livingston Street and is comprised of 696,440 GSF of floor area. The new building has seven stories above grade and one level that is partially below grade. It will house 294 private patient rooms, new Emergency Department (ED), loading dock, Central Plant expansion, interventional suite, conference center, café, new helipad and new hospital inpatient lobby. Provided technical design for the preparation of site plan, grading plan, truck movement plans, erosion and sediment control plan, water, sewer, and storm water management plans, including and technical reports.

• Erosion and Sediment Control and Stormwater Inspections

Conducts erosion and sediment control and stormwater management inspections throughout the course of construction in accordance with the NYSDEC State Pollution Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity at:

- Grand Meadows Subdivision in Poughkeepsie, NY
- Steeplechase Subdivision in Pleasant Valley, NY
- SUNY New Paltz New Science Building in the Village of New Paltz, NY
- KTC Monastery in Poughkeepsie, NY

THE
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COMPANIES[®]
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EDUCATION

2013 Rensselaer Polytechnic Institute

REGISTRATION

2013 Engineer-In-Training

STACEY KURIAN, EIT

Assistant Project Engineer

Ms. Kurian is an Assistant Project Engineer with Chazen's Engineering group. She is skilled in layout design, site design, ADA compliance, water and wastewater projects. Ms. Kurian brings a unique experience to Chazen, having worked with a nonprofit engineering organization in the Middle East, where the focus was engineering in a developing country.

PROJECT EXPERIENCE

- **Lutheran Care Network Site Layout and ADA Access**
Town of Poughkeepsie, NY
Project includes the design for a new assisted living facility center to be added to the existing site, which includes a skilled nursing home. Responsible for the layout and any changes directed by the Project Manager and the architect. Also assists with grading and utilities components.
- **New Rochelle School District ADA Compliance and Capital Improvements**
City of New Rochelle, NY
Project includes concrete sidewalks, concrete curbs, ADA ramps, cross walks, parking lots, site lighting, hardscape features, stormwater conveyance, SWPPP, etc.
- **Kirchhoff – Ulster Mid-Hudson Medical Group Medical Office Building ADA Site**
Town of Kingston, NY
Assisted with site layout, grading and utilities for this multiphase project, which now includes bank, retail and restaurant components.
- **Gasland Salt Point Parking and ADA Access**
Town of Pleasant Valley, NY
Sanitary sewer system improvements associated with the proposed conversion of the existing site into a drive-thru Dunkin Donuts.
- **Veria Lifestyles Wellness Center**
Thompson, NY
Assisted with off-site and on-site sewer improvements for the proposed construction of a hotel and wellness center.
- **Hudson Valley Hospital Center Operating Room**
Town of Cortland Manor, NY
An Operating Room building was being added to the HVHC site. Worked on construction drawings including a demolition plan, site plan and details.
- **Hopewell Animal Hospital**
Town of Hopewell, NY
Project includes a new, larger veterinary office. Existing building will remain and function as storage. Assisted with the conceptual stage of a new subsurface sewage disposal system, as well as preliminary grading.
- **Beacon 248 Development LLC**
City of Beacon, NY
Assisted with sanitary sewer components, which include four pump stations and a force main connecting to the existing city sanitary system, for the redevelopment of a former manufacturing plant into a residential apartment complex, greenway trail and pavilion overlooking the Fishkill Creek.

3. Firm's Related Experience

Chazen's expansive history of municipal, state, residential, commercial, educational institution and healthcare clients often include providing ADA accessibility for streets, sidewalks, parking areas and parks. ADA regulations, NYSDOT standards and local regulations are consistently in the forefront as we develop and re-develop land and structures. Many projects include redeveloping existing sites, which inherently include providing ADA compliant street curb ramps and sidewalks.

Below is a brief list of relevant projects Chazen has completed, all of which involve(d) special attention to creating, maintaining or updating ADA accessibility needs, whether the project requires curb ramps, sidewalks, switch-back ramps, railing, cross slopes, etc. Detailed project descriptions can be found in Section 6.

SOUTH HILLS MALL, NYS ATTORNEY GENERAL MANDATED ADA COMPLIANCE *Poughkeepsie, NY*

Chazen assessed and designed ADA accessible egress for large mall. Project included removal and replacement of curb ramps, sidewalk slopes and parking improvements.

PEEKSKILL BROWN, SOUTH AND SOUTH DIVISION STREETS STREETScape DESIGN *Peekskill, NY*

Two phased project, currently bidding the second phase. Projects include streetscape improvements which will include new curbing, pedestrian sidewalks and new crosswalks/bump-outs.

ORTHOPEDIC ASSOCIATES OF DUTCHESS COUNTY (OADC) *East Fishkill, NY*

Land surveying, environmental services, site engineering, landscape architecture and planning services for a new two-story 12,000-square foot medical office building for OADC.

ORTHOPEDIC ASSOCIATES OF DUTCHESS COUNTY (OADC) *Poughkeepsie, NY*

Land surveying, environmental services, site engineering, landscape architecture and planning services for a new state-of-the-art medical office building for OADC. To best serve the client's patients, ADA accessibility played an important role.

SUNY NEW PALTZ – NEW SCIENCE BUILDING *New Paltz, NY*

Civil/site design, survey and environmental service for a new science building to be located at the ceremonial campus gateway.

NEW ROCHELLE PUBLIC SCHOOLS *New Rochelle, NY*

Completing site improvements at all ten New Rochelle Public Schools, including sidewalks, parking, ADA access and more.

CHESNUT COMMERCIAL PLAZA *Town of Poughkeepsie, NY*

Prepared detailed plans and specifications for an 80,000 sf lifestyle center with vastly improved ADA accessibility features.

SOUTH STREET STREETScape & INFRASTRUCTURE IMPROVEMENTS *Glens Falls, NY*

Prepared a master plan as a component of the City's revitalization strategy goals, followed by design, permitting and construction phase services for a key commercial corridor.

MONUMENT SQUARE PARK *Troy, NY*

Site plan construction drawings for reconstruction of Monument Square Park in Troy, including full ADA accessibility for park visitors.

MALTA ROUND LAKE CORRIDOR PLAN *Malta, NY*

Prepared a Complete Streets Plan for an area where increased traffic demand proved problematic.

COHOES CURB RAMPS AND STREET PAVING IMPROVEMENTS *Cohoes, NY*

Reviewed and evaluated the conditions for ADA accessibility.

DIX AVENUE ADA COMPLIANCE AND CORRIDOR STUDY *City of Glens Falls, Town of Kingsbury, Queensbury, NY*

Completed a study evaluating nine intersections for ADA compliance.

NEWBURGH ENLARGED CITY SCHOOL DISTRICT *City of Newburgh*

Conducted district wide site infrastructure evaluations and made improvement recommendations, including for improved ADA accessibility across all 17 facilities.

NEWCOMB SMART GROWTH HAMLET PLAN *Town of Newcomb, NY*

Provided a complete streets design for development of a corridor plan.

UNIVERSITY AT ALBANY, STATE UNIVERSITY OF NEW YORK:

EMPIRE COMMONS AND NORTHWEST GOLD LOT PEDESTRIAN CROSSING *Albany, NY*

Civil engineering and landscape architecture provided for re-design of a primary roadway intersection within the SUNY Albany campus.

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4. Scope of Work

The Chazen Companies (Chazen) currently serves over forty (40) municipal clients across New York State including the City of Newburgh, providing a wide range of professional consulting services. Chazen has and continues to work with both public and private clients required to meet the objectives of the Title II Americans with Disabilities Act (ADA), as well as the use of the Department of Justice/Department of Transportation Joint Technical Assistance of the Title II Americans with Disabilities Act Requirements to Provide Curb Ramps when Streets, Roads, or Highways are altered through resurfacing. In short, when a municipality or developer is altering a street or roadway in the vicinity of an intersection, that entity should be improving the area to include efforts to upgrade curb ramps.

Upgrades to curb ramps need to occur when a ramp is not in compliance with current ADA requirements and street resurfacing or other street modifications are occurring. Chazen understands the City has a four (4) year paving plan and would like to commence paving. As part of the paving projects, any necessary upgrades to curb ramps should occur prior to paving. Therefore, the first step is to evaluate the infrastructure in place and determine if upgrades are needed.

As part of the Site Evaluation, Chazen proposes to evaluate existing curb ramps to determine if the existing infrastructure meets minimum slopes and dimensions. The second step of the evaluation is to confirm that the layout meets current ADA specifications. Layout items include tactile warning strips, proper ramp lengths, appropriate landing areas, obstructions, etc. The third evaluation step includes assessing the signalization at each intersection. Ideally an intersection can include pedestrian signal lighting, crosswalk identification and actuators, if needed. Should a site be deficient in the current code requirements, the site will be planimetrically and topographically surveyed and the survey data will be used to develop design and construction documents.

Chazen will review the findings of the intersection evaluations with the City, identify a probable design solution for each intersection, and confirm a project approach with the City. After review with the City, Chazen will develop design plans, intended for bidding and construction. Should an intersection require a waiver from ADA requirements, documentation will be provided for City records and use. Chazen understands the City plans to perform some paving in the Summer of 2017 as well as future years; we will coordinate a design schedule with the City that meets this paving plan. Chazen will expedite the design of the curb ramps for the intersections that are part of the 2017 paving plan. Upon completion of the design plans, Chazen will coordinate and work with the City to develop Bid Documents and assist during the bid period.

The paving plan is divided into four (4) years of street sections that encompass a portion of the City. The paving plan includes approximately 125 intersections and will require Chazen to immediately start the project upon notification from the City. Chazen proposes to evaluate and survey, if needed, the intersections in the order outlined in the paving plan.

4. Scope of Work

To successfully support the City on this project, Chazen will provide the following services:

Phase 1 - Site Evaluation and Surveying Services

Task 01 – Curb Ramp Evaluation

As part of this task, Chazen will perform a preliminary evaluation of each curb ramp. The evaluation will include measuring the maximum slope of the curb ramp, confirmation of a tactile warning device, appropriate ramp and landing dimensions, existing utility surface structure location (i.e. utility poles or signs incorrectly located), cross walk stripping, and an evaluation of the intersection pedestrian signalization.

Task 02 – Land Surveying and Base Mapping

Chazen will prepare an existing conditions base survey that will include topographic and planimetric information for each of the designated intersections. Topographic data will include spot grades for existing features at the critical sidewalks, curbing, curb cuts and handicap ramps, utility and traffic poles, surface evidence of underground utilities and other pertinent data. Spot elevations on hard surfaces will be shown to the nearest 0.01' and on soft surfaces to 0.1'. The survey will be limited to the immediate vicinity of the sidewalk, curbing and ramp at each designated intersection. Survey base mapping will be completed in Acad Civil 3D at a scale of 1" = 10'. The horizontal datum will be NAD83 and vertical datum NAVD88 to enable its use with available public GIS records.

Underground utilities will be shown to the extent possible based on surface evidence and maps of record. If surface evidence and record mapping does not provide sufficient data, Chazen can provide underground utility designating services for an additional fee.

Chazen assumes that the proposed sidewalk improvements are located within the right of way limits. Should the City need additional services for determining property boundaries we can provide these services for an additional fee.

Task 03 – Evaluation Prioritization Summary

Chazen will prepare a compiled summary of each curb ramp and intersection. The summary will include status of existing conditions, compliance with evaluation, completed surveying efforts and a preliminary design option. The summary will be reviewed with the City. After the summary has been reviewed, Chazen will work with the City to prioritize the intersection. Prioritization is assumed to loosely follow the paving schedule.

Phase 2 - Engineering Design Services

Task 04 – Detailed Sidewalk and ADA Ramp Plans

Chazen will prepare detailed sidewalk and ADA ramp plans that depict the proposed improvements for each intersection. The final documents will include:

Cover Page:

The Cover Page will provide the Project Name, Project Address, Client Information, Site Location Map and an Index of Drawings.

Existing Conditions:

The Existing Conditions survey prepared under a separate task will be included in the site plans.

Site Layout and Grading Plan:

The Site Layout and Grading Plans will show the proposed curbing, sidewalk and other ADA features for each intersection. Layout dimensions will be provided to demonstrate conformance with applicable ADA requirements. The plans will also include proposed spot elevations for proposed sidewalk and curbing. Should any utility surface appurtenances such as valve boxes/covers be located within area of proposed improvements, the plans will appropriately address changes, if needed.

4. Scope of Work

Relevant Detail Sheets:

Details will be developed for related site elements to a level sufficient to illustrate the form and materials of site features and infrastructure as required to satisfy construction. Details will include curbing, sidewalks, ramps, tactile warning devices, pavement sections. Short form specifications will be noted on the plans.

At this point it is not envisioned that retaining walls, stairs or other specialty structures will be required. Therefore, the design of these is not included at this time. If the need arises, a detailed scope and fee for the design of these structures will be provided for your consideration.

Maintenance and Protection of Traffic and Pedestrian Plan:

Detailed Maintenance and Protection of Traffic and Pedestrian plans will be prepared for the proposed improvements areas. These drawings will identify the required information for the maintenance and protection of traffic during the work required to affect the improvements. The plan will also include a pedestrian protection plan.

Task 05 – Waiver Documentation

Prior to the preparation of the waiver documentation, Chazen will meet with City to review locations that may need waiver from ADA recommended standards. Chazen will then document the constraints identified, preventing full ADA compliance.

Task 06 – Site (Technical) Specifications

Site Specifications will be prepared to supplement the drawings issued for construction. Electronic and original set(s) of specifications shall be provided.

Task 07 – Bid Documents (Front End Specifications)

Chazen shall assist with the development of Front End Specifications, in addition to the Technical Specifications and design plans described above. Chazen will prepare preliminary specifications that will need to be reviewed and detailed by the City. Front end specifications typically include bidder instructions, advertisement language, bid forms, bonding and insurance requirements, bidding requirements, schedule, etc.

Chazen will assemble the Bid documents in an electronic format and suggest the use of a bidding website such as BIDNET. Bid documents will include plans, technical specifications and front end specifications.

Task 08 – Bidding Support

During the bid period, Chazen will respond to all Requests for Information (RFIs) from prospective bidders and prepare any necessary addenda to the Contract Documents in a timely manner. Chazen will coordinate and participate in a "pre-bid" meeting with prospective bidders in advance of the bid opening to answer any questions specific to the project.

Task 09 – Project Meetings/Conferences and Correspondence

Chazen will coordinate, prepare for, attend, participate in, and represent the City at necessary meetings and conferences relevant to the project. When deemed necessary, meeting minutes/notes will be prepared and distributed to key team members for their records.

These services will be billed on an hourly basis. A budget of 10 man-hours at \$165/hour has been allocated for this task.

4. Scope of Work

Phase 3 - Construction Services

During construction, Chazen can offer services to work with the City to ensure the project is being constructed, documented and scheduled appropriately. Typical support services include Bid Analysis, Construction Meetings, Contractor's Application and Payment Review, Shop Drawing Review, Request for Information, Construction Observation and Project Closeout.

Typical scope of services for these Construction related services is as follows:

Task 10 – Bid Review and Analysis

Upon commencement of the bid period, Chazen will attend the official bid opening. Chazen will review, tabulate, and evaluate the bids received. The Client will be informed of any informality in the bids including if the bids are unbalanced or non-responsive. A background check will be completed by Chazen to verify the qualifications of the lowest bidder(s) and Chazen will provide the Client with a written recommendation for the award of a construction contract along with the basis for this recommendation.

Task 11 – Pre-Construction Meeting

Chazen will prepare for and participate in a "pre-construction" meeting with the successful bidder in advance of work.

Task 12 – Contractor's Application for Payment Review

Chazen will review contractor's application for payment during the construction period for consistency with completed works. Upon Chazen's acceptance of payment requests, they will be forwarded to the Client for disbursement of payment to the contractor. Chazen will notify the Client of any discrepancies between payments requested and installed and/or stored materials.

Task 13 – Construction Site Meetings

Chazen will attend construction meetings and conferences when specifically requested by the Client. As a minimum, Chazen's Project Manager will attend monthly meetings to review progress of work and will issue meeting minutes to all attendees as well as those parties identified by the Client.

Task 14 – Submittal, Shop Drawing Review and Requests for Information/Clarification

Chazen will prepare and distribute to the Construction Team the list of required submittals and shop drawings. Upon receipt, Chazen will review each submittal and shop drawing for general conformance with the project plans. Chazen requests that each submittal and shop drawing be emailed to us as a PDF for processing and final documents will be returned in similar fashion for the Construction Team's records. Under this task, Chazen will also review requests submitted by the Contractor in the form of an RFI and prepare coordinated responses.

Task 15 – Periodic Observation and Construction Assessment

Chazen will periodically review construction progress for assessment of general conformity with the project plans and specifications. Please note that part time or full time construction inspection services are not included. Please be aware that if Chazen does not perform part time or full time construction observation services, the ability to verify conformance of work will be limited to what is specifically witnessed by Chazen personnel during monthly progress meetings or the periodic observations, and our ability to certify Completed Works will be limited.

Chazen will address questions that may arise associated with field conditions and plan interpretation.

4. Scope of Work

Task 16 – Project Closeout

Chazen will assist the Client with project closeout following the Contractors issuance of the Notice of Substantial Completion. Chazen will conduct an inspection and walk through with the Client and Contractor(s) to identify incomplete or deficient work as well as to determine the work has been completed in general conformance with the Contract Documents. Any incomplete and/or deficient work will be identified in a Punch List issued to the Client and Contractor(s) for correction.

Immediately after the Punch List items have been addressed, Chazen will conduct a final inspection and walk through with the Client and Contractor(s) to confirm that all work has been completed in general conformance with the Contract Documents.

Task 17 – Notification of Completed Works

Upon completion of site construction activities and verification that all Punch List items have been adequately addressed, Chazen will review the Contractor(s) final submittals (including but not limited to operation and maintenance manuals, as-built drawings, equipment/parts data, and product warranties and certifications). Once it has been determined that all work and submittals have been completed in accordance with Contract Documents, Chazen will issue a Notification of Completed Works to the Client and Contractor(s).

Please note that under these tasks, Chazen does not include part time or full time construction observation services nor does it include Certifications of Completed Works. Please be aware that if Chazen does not perform part time or full time construction observation services, our ability to verify conformance of work will be limited to what is specifically witnessed by Chazen personnel during monthly progress meetings or the periodic observations.

Task 18 – Final Record Drawings

If requested, Chazen will revise the site plans issued for construction to include the contractors redline markups.

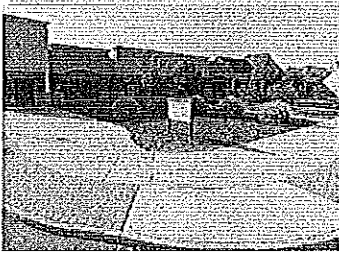
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5. Proposal Cost and Schedule

Task No.	Task Description	Lump Sum	Projected Duration
Phase 1 - Site Evaluation and Surveying Services			
01	Curb Ramp Evaluation	\$7,450	10 days
02	Land Surveying and Base Mapping	\$24,575	2017 Paving: 2 weeks Remaining: 4 to 6 weeks
03	Evaluation Prioritization Summary	\$2,500	3 days
Phase 2 - Engineering Design Services			
04	Detailed Sidewalk and ADA Ramp Plans	\$31,250	2017 Paving: 2-3 weeks Remaining: 4 to 6 weeks
05	Waiver Documentation	\$1,650	1 week
06	Site (Technical) Specifications	\$2,500	1 week
07	Bid Documents (Front End Specifications)	\$4,500	2 weeks
08	Bidding Support	\$5,500	N/A
09	Project Meetings, Conferences and Correspondence	\$1,650	N/A
Phase 3 - Construction Services			
10	Bid Review and Analysis	TBD	TBD
11	Pre-Construction Meeting	TBD	TBD
12	Contractor's Application for Payment Review	TBD	TBD
13	Construction Site Meetings	TBD	TBD
14	Submittal, Shop Drawing Review and Requests for Information/Clarification	TBD	TBD
15	Periodic Observation and Construction Assessment	TBD	TBD
16	Project Closeout	TBD	TBD
17	Notification of Completed Works	TBD	TBD
18	Final Record Drawings	TBD	TBD
RE00	Reimbursable Expenses		
	Fee Total	\$81,575	

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6. Project Examples

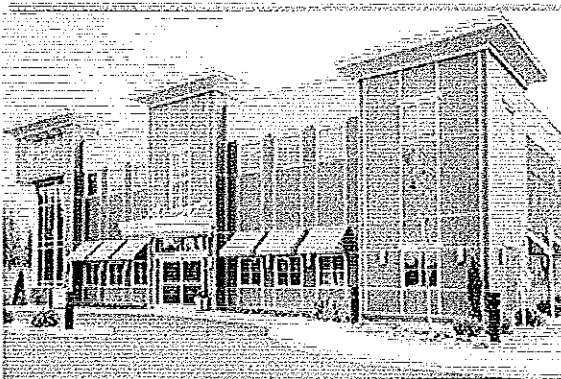
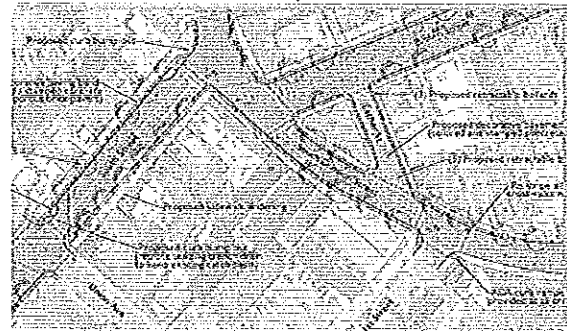


SOUTH HILLS MALL, NYS ATTORNEY GENERAL MANDATED ADA COMPLIANCE *Poughkeepsie, NY*

Through a consent letter by the New York State Attorney General, the owner of South Hills Mall located in Poughkeepsie, NY was required to provide ADA accessibility compliance for the large mall. Chazen provided assessment and proposed modifications, including construction plans and documents, for sidewalks, curb ramps and parking. The project involved removal and replacement of curb ramps, sidewalk slopes and parking improvements.

PEEKSKILL BROWN, SOUTH AND SOUTH DIVISION STREETS STREETSCAPE DESIGN *Peekskill, NY*

Chazen is currently working with the City on the second phase of preparation for streetscape improvement plans for South, South Division and Brown Streets in downtown Peekskill. A detailed topographic and boundary survey has been prepared and Chazen is currently producing final design plans for the streetscape corridors. Highlighted elements of the project will include new ADA curb ramps, curbing, pedestrian sidewalks and decorative surface treatments, new crosswalks/bump-outs for traffic calming, new pedestrian scale lighting, pedestrian signal upgrades, street trees, signage and street furnishings. The project is being developed in two phases with the second phase of construction occurring in 2017.



ORTHOPEDIC ASSOCIATES OF DUTCHESS COUNTY *East Fishkill, NY*

Chazen provided land surveying, environmental services, site engineering, landscape architecture and planning services for a new two-story 12,000-square foot medical office building for OADC. The project involved the redevelopment of the former Junction 52 restaurant property.

OADC opted to redevelop the abandoned restaurant property as the more fiscally and socially responsible choice to prevent the loss of open space. OADC and Chazen closely collaborated on program needs including space, employee and patient

parking, water and sewer service needs and the available construction budget.

Chazen initially performed a feasibility study to identify potential constraints to site development, including wetlands, a high groundwater table hindering the septic disposal system function, ADA accessibility and drainage issues. Chazen assisted OADC in developing a compliant and still economical approach to the environmental clean-up, which allowed monies to be reallocated to raising the site to resolve septic disposal and parking lot drainage issues.

Due to the nature of the business, the Client desired to have an alteration project that improved the full implementation of ADA accessibility objectives. Chazen performed a comprehensive study of the site topography and developed a detailed site and grading plan addressing cross slopes and running slopes of parking, ramps, crosswalks and sidewalks; minimum widths of walkways; and detectable warning strips. With the use of smart levels and as-built surveys, Chazen was able to confirm the construction compliance.

The revised site layout offers a handicap accessible facility, increased the attractiveness of the community for economic development; eliminated a blot on the landscape; allowed redevelopment to take advantage of existing infrastructure; conserved open space and created jobs in a community in need of replacement opportunities.

6. Project Examples



ORTHOPEDIC ASSOCIATES OF DUTCHESS COUNTY *Poughkeepsie, NY*

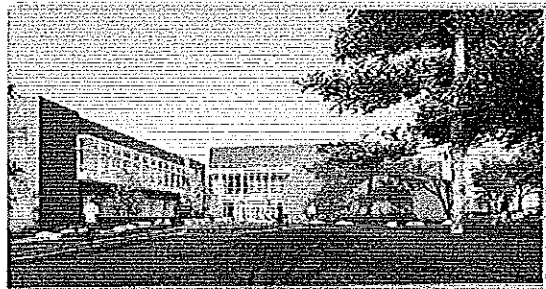
Chazen provided land surveying, environmental services, site engineering, landscape architecture, and planning services for a new state-of-the-art medical office building for OADC. The project involved the redevelopment of a former Circuit City retail building. Chazen thoroughly investigated the exterior site for accessibility concerns. Chazen surveyed sidewalks, cross walks, ramps, ADA parking and access routes to ADA parking. Chazen prepared revised pedestrian and parking plans, including modified grading in parking lots and sidewalk cross slopes as well as new curb ramps to meet

specific ADA standards related to width, slope, cross slope, placements and detectable warning strips.

The project included a 235-square foot addition to the prior 42,000-square foot building as well as relocation of the handicapped ramp and addition of several more handicapped parking spaces to better serve the client's patients. With the use of smart levels and as-built surveys, Chazen was able to confirm the construction compliance.

STATE UNIVERSITY OF NEW YORK AT NEW PALTZ – NEW SCIENCE BUILDING *New Paltz, NY*

Chazen was retained by the project architect for civil/site design, survey and environmental service for a new science building located at the ceremonial campus gateway. The Science Building is intended to serve as a new identity for the science departments and to become a focal point on the campus. The 74,000-square foot building will provide academic departments for computer science, geology, mathematics and physics.



The new science building was situated within two former parking areas connected to campus walkways via concrete stairs and steep slope walkways. The focus of the project was the construction of a high-tech, eye catching building at the entry way to campus. The College, as well as New York State Construction Fund, recognized the existing and proposed land uses support pedestrians though; therefore, a project objective of providing ADA accessible routes connecting off campus sidewalks to the new building as well as to internal campus walkways needed to be added.

The challenge Chazen faced was selecting the most appropriate accessible improvement that could be accommodated while still within the constraints of the adjoining development (i.e. fixed points for connection and fixed elevations). Chazen developed a plan consisting of several five-foot to eight-foot wide pedestrian walkways, with accessible cross and running slopes, that connected the public right-of-way to the new science building and campus interior walkways. Each feature was maximized within the constraints of the site location in order to provide an accessible connection to adjacent existing segments of the pedestrian network and related pedestrian facilities. The design was prepared in accordance with the ADA accessibility Guidelines.

NEW ROCHELLE PUBLIC SCHOOLS *New Rochelle, NY*



After completing a full site assessment at all ten (10) of the New Rochelle Public Schools, Chazen is now working with the CSArch (architect) and the District to complete site improvements of the facilities. Improvements include sidewalks, parking, ADA access, concrete stairs, retaining walls, storm drainage, site lighting, athletic fields, street curb driveways, landscaping, benches, fencing and SWPPP compliance. Chazen is assisting the District and Architect with concept design, construction documents, technical specifications, bidding support, construction observation and project closeout.

6. Project Examples

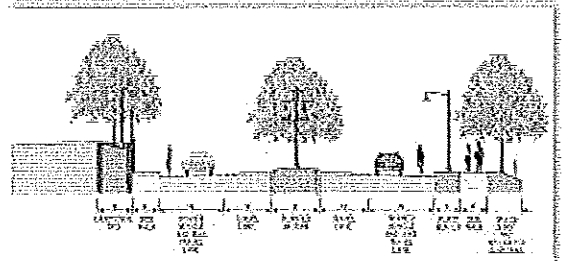
CHESNUT COMMERCIAL PLAZA *Town of Poughkeepsie, NY*

Client: Widewaters

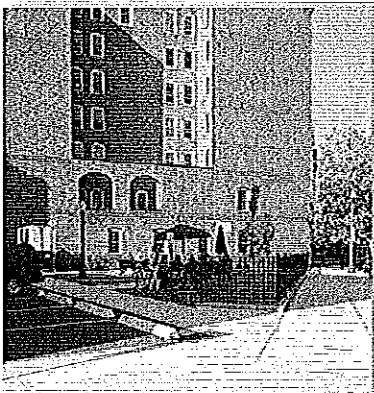
The 80,000 sf (±) lifestyle center included a pharmacy, several restaurants and commercial retail shops dispersed on a 10-acre parcel. Chazen prepared the detailed plans and specifications and navigated the project through Planning Board approval. Recognizing that improved ADA accessibility enhances the value of buildings and its built environment, Chazen strived to create a lifestyle center that was not only functional to accommodate people with different abilities, but one that made accessibility total and essentially invisible, with the exception of signage. Continuous internal ADA accessible walkways no less than 5-feet in width connecting focal points of pedestrian activity such as street crossings, building and store entry points, and parking areas were integrated into the design of the site. Out parcels were connected to each other, to the main destination center and to the public sidewalk system by ADA accessible walkways, complying with cross and running slopes. The walkways featured adjoining landscaped areas that included trees, shrubs, benches, flower beds, ground covers or other such materials to enhance the appearance of the walkway areas. All pedestrian routes were safe and easy to use by a wide range of persons with disabilities. Appropriate curb ramps and landings were placed at all crosswalks. The routes were easily identifiable, clearly separated from vehicular routes, and free of obstacles at all times of the year. Where buildings had multiple accessible entrances, accessible parking spaces were dispersed and located closest to the accessible entrances.

SOUTH STREET STREETScape & INFRASTRUCTURE IMPROVEMENTS *Glens Falls, NY*

This urbanized corridor commencing at US Route 9 (Glen Street) and ending at the intersection of Broad Street is a key commercial corridor for the City. Initial funding for the project allowed Chazen to create a master plan for improvements initially conceptualized as a component of the City's revitalization strategy goals. Chazen was subsequently engaged to complete design, permitting and construction phase services for the project. Chazen was the sole (prime) consultant for the project and assisted the City with development of concepts that were utilized in securing federal highway funds.



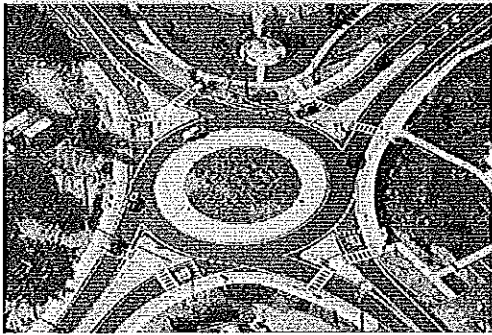
The project included replacement of utilities including water/stormwater, mill and fill resurfacing, new sidewalks, curbs, and drainage structures with the existing right-of-way. Chazen provided construction administration and full-time construction inspection services through project close-out. Access to all commercial enterprises was maintained throughout the construction process. The project was completed on budget and on time.



MONUMENT SQUARE PARK *Troy, NY*

The Chazen Companies worked on a project team to prepare site plan construction drawings for the reconstruction of Monument Square Park in downtown Troy, New York. As a component of the redevelopment of the adjacent housing building, the site portion of this project enhances the precious commodity of outdoor park/open space within the urban fabric of downtown Troy. Now complete and heavily utilized by the building residents, the new design provides full ADA accessibility and involved the reconstruction of public sidewalks to improve access to and around the park. The project also incorporated new lighting, landscaping and buffering, ornamental fencing, seating areas, and vehicle parking improvements. The project also included the construction of a geothermal well field under the park area to help serve the adjacent residential building.

6. Project Examples



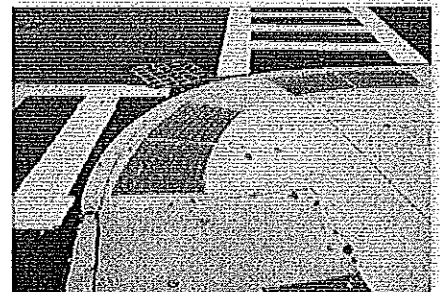
MALTA ROUND LAKE CORRIDOR PLAN *Malta, NY*

Saratoga County continues to be the fastest growing County in New York State. Much of this growth can be attributed to the area's high quality of life and establishment of GLOBALFOUNDRIES, large-scale computer chip manufacturing facility. Increased traffic demand on local roadways has been problematic in some locations. One area of concern has been Interstate 87's Exit 11 Round Lake Road corridor. Facing a 30 percent increase in traffic over the next decade, Malta asked Chazen to help prepare a Complete Streets plan for the corridor that would complement the area's existing small-scale commercial and residential neighborhood characteristics.

Adopted as a comprehensive plan amendment, the Malta Round Lake Road Corridor Plan was added to the Capital District Transportation Committee's (CDTC) Transportation Improvement Plan (TIP), which is used to allocate federal transportation funding. Since being added to the TIP, the project was awarded \$4.75 million in funding. Portions of the project were also awarded \$250,000 of Safe Routes to School funding. The plan included improved and expanded sidewalks, bike lanes (with access to the County's Zim Smith Bike trail), bus stops, planted medians, single lane roundabouts, controlled access and wayfinding signage. The project has since been designed and constructed, transforming this important roadway.

COHOES CURB RAMPS AND STREET PAVING IMPROVEMENTS *Cohoes, NY*

In 2016, Chazen worked with the City of Cohoes to repair seven (7) sections of roadways and associated sidewalk networks within the City that were identified in their resurfacing plans utilizing CHIPS funding. The scope of Chazen's efforts were to review and evaluate the conditions and ADA accessibility of the sidewalk roadway connections/crosswalks, document sections for mill and fill or full-depth pavement reconstruction, provide recommendations and incorporate into bid documents, and administer bidding and construction for a \$500,000 public bid contract for the work. In addition to our design and engineering services, Chazen produced a GIS data set and associated mapping for the City's CHIPS paving projects since 2010.



DIX AVENUE ADA COMPLIANCE AND CORRIDOR STUDY

City of Glens Falls, Town Kingsbury, Town of Queensbury, New York



The Adirondack/Glens Falls Transportation Council (A/GFTC) engaged the Chazen Companies to examine transportation and land use issues along the diverse Dix Avenue corridor. This 3.6-mile-long corridor traverses the City of Glens Falls and the Towns of Queensbury and Kingsbury. The section within City limits generally includes curbs, sidewalks and transitions to suburban and rural land use, lacking any pedestrian facilities. Planners were interested in developing realistic pedestrian improvements as well as examining historic growth projections completed in 2000 and contrasting those with observed conditions. The study evaluated nine (9) intersections and divided the study area into three (3) segments based on similar characteristics. Transit, bicycle/ pedestrian facilities and pavement conditions were analyzed and an accident study was completed. Alternative recommendations for two key intersections were identified.

6. Project Examples

NEWBURGH ENLARGED CITY SCHOOL DISTRICT *City of Newburgh, NY*

Chazen was involved in the establishment of a long-range planning vision for the district, the identification and prioritization of remedial projects at all seventeen existing school district facilities, and planning for the incorporation of the ninth grade at the Newburgh Free Academy campus. Ultimately, a strategy for public referendum of these plans was developed. In all, 17 school district facilities were evaluated, including the high school, three junior high schools, eleven primary schools, and the district office facilities.

Chazen conducted district wide site infrastructure evaluations and made recommendations for improvements. Evaluations included ADA accessibility, sidewalk improvements, pavement quality, athletic fields, landscaping, fences and site utilities. The team met with facility management staff, building managers and principals to gather their input. In preparing recommendations, the team developed site cost estimates and schematic layout plans for all sites. Chazen provided ADA compliance and accessibility review, conceptual designs for new parking lots and parking drop off/turn around circles and service roads, drainage and subsurface septic system evaluations and related landscape architectural services. Additionally, Chazen provided cost estimates for appropriate design improvements and renovations.

NEWCOMB SMART GROWTH HAMLET PLAN *Town of Newcomb, NY*

On the heels of the Comprehensive Plan, the Town secured NYSDEC Adirondack Park Community Smart Growth grant funds for development of a corridor plan for NYS Route 28N. The Chazen Companies utilized a complete streets design approach to connect key land uses and attractions including Overlook Park, Newcomb Central School, Great Camp Santanoni, Town Hall, Huntington Wildlife Forest, and the Adirondack Interpretive Center.

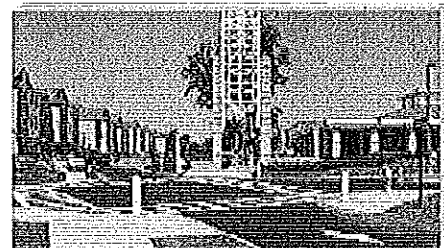
The plan includes a Complete Streets approach to revitalizing its NYS Route 28N corridor. This included a series of proposed multi-use trails, shared roadways, sidewalks, and community park and recreation improvements. The plan explores ways to incorporate place-making design features and amenities throughout the corridor including wayfinding signage, landscaping improvements, and utility upgrades. Working with Chazen and Trampoline Design, Newcomb is integrating this initiative with a comprehensive marketing and branding strategy designed to attract new visitors and bolster its economy.

The plan also included an outreach approach to NYSDOT in order advocate for the reconstruction of the 28N corridor, which had not been substantially repaired or reconstructed in over 30 years. This outreach approach included a series of cost estimates for the NYSDOT's consideration. The Town decide to develop a tongue and cheek YouTube video to demonstrate the poor condition of the roadway and the lack of response by state officials. The video soon went viral and ultimately made its way to the Governor's office. In response, the NYSDOT allocated the necessary funding to reconstructed roadway. This reconstruction involved several on the Smart Growth Hamlet Plan recommendations, including many of the shared roadway improvements.

UNIVERSITY AT ALBANY, STATE UNIVERSITY OF NEW YORK:

EMPIRE COMMONS AND NORTHWEST GOLD LOT PEDESTRIAN CROSSING *Albany, NY*

Chazen provided professional Landscape Architecture and Civil Engineering services for the re-design of the primary roadway intersection of the Empire Commons dormitories and the SUNY Albany campus loop road. The purpose of the re-design was to improve pedestrian crossing safety, introduce traffic calming and improve parking lot access. A key component to the new pedestrian crossing design was a motion-activated, lighted pedestrian crossing system which incorporates in-pavement flashing lights that are automatically triggered by pedestrians entering the crosswalk areas. The project involved the integration of pedestrian walkways, new raised roadway medians, new parking lot access drives, lighting, exterior stairs and the active pedestrian crossing system with signage. The site layout and grading design was developed in a manner which ensured that ADA compliance and accessibility was accommodated throughout the site. In addition to construction plans, Chazen also provided specifications and assembled the project manual. Now complete and fully operational, this project has improved pedestrian safety while enhancing the vehicular circulation and parking lot access.



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7. References

We encourage the City of Newburgh to contact the following references for whom we have completed similar work:

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RICHARD LEINS

City Manager
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CLIENT COMMENTS

- "THE WORK THAT THE CHAZEN COMPANIES AND OUR COMMITTEE VOLUNTEERS HAVE DONE SO FAR IN SERVICE OF THE BEST PLAN OUTCOME IS QUITE LAUDABLE. IT IS A CHALLENGE TO INCORPORATE THE MANY STRANDS THAT COMPRISE A COMMUNITY SUCH AS OURS...AND COME UP WITH A VISION THAT CAN BE DONE IN WORKABLE, AFFORDABLE PIECES."
- "CHAZEN TREATS THE TOWN AS AN 'A' CLIENT AND PROVIDES THE RESPONSIVENESS THAT THE TOWN EXPECTS; WE ARE NOT GETTING THAT LEVEL OF SERVICE FROM OUR OTHER CONSULTANTS."
- "THE DATA AND INFO THAT YOU HAVE PROVIDED SHEDS A NEW LIGHT ONTO THIS PROJECT AND HOW WE SHOULD PROCEED. I WISH THAT I HAD YOU ON BOARD YEARS AGO."



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RESOLUTION NO.: 127 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A UTILITY POLE ATTACHMENT AGREEMENT WITH VERIZON NEW YORK, INC.**

WHEREAS, the Central Hudson Electric & Gas Corporation ("Central Hudson") and Verizon jointly own certain utility poles within the boundaries of the City of Newburgh; and

WHEREAS, The City of Newburgh and Central Hudson are parties to a Standard Pole Attachment Agreement, dated June 12, 2007; and

WHEREAS, a Standard Pole Attachment Agreement with Verizon is necessary for the City to access the utility poles for the purpose of attaching cameras and other equipment to utility poles owned by Verizon New York, Inc.; and

WHEREAS, the costs of the attachments made pursuant to the Agreement will be billed as attachments are proposed; and

WHEREAS, this Council has determined that entering into a Standard Pole Attachment Agreement with Verizon New York, Inc. 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 hereby is authorized to execute a Pole Attachment Agreement with Verizon New York, Inc. for the attachment of cameras and other equipment to utility poles owned by Verizon New York, Inc.

POLE ATTACHMENT AGREEMENT FOR MISCELLANEOUS
ATTACHMENTS

DATED _____
(Date to be filled by licensor only)

BETWEEN

VERIZON NEW YORK INC. (LICENSOR)

AND

CITY OF NEWBURGH (LICENSEE)

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decorative type attachments (wreaths, banners, flags, etc.) and not cables or wires for any types of communication or signaling.

- 1.9 Post-Construction Inspection - The work operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.
- 1.10 Preconstruction Survey - The work operations and functions performed in order to process an application for pole attachments. Elements of the Preconstruction Survey include: 1/ field inspection of the existing facilities, and 2/ administrative effort required to process the application.
- 1.11 Subsequent Inspections - Inspections performed to confirm the correction of nonconformance to specification that are observed during Post-Construction or Periodic Inspections
- 1.12 Utility Pole - A pole, solely owned, jointly owned, or jointly used by the Licensor, used to support the facilities of the Licensor and joint user
- 1.13 Attachment Rate - A specified fee charged by licensor for pole attachment licenses
- 1.14 Make-Ready Work - All work, including rearrangement and/or transfer of Licensor's facilities, replacement of facilities and any other changes required to accommodate the attachment of Licensee to a pole.

2. Scope of Agreement

- 2.1 The Licensor will issue to the Licensee for any lawful purpose, revocable, nonexclusive licenses authorizing the Licensee's attachments that are fully described in Attachment 1, attached hereto, and made part hereof.
- 2.2 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Licensee and Licensor.

3. Compliance with Applicable Law

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect. Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

4. Rights in Utility Poles

No use, however extended, of a utility pole or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a pole.

5. Requirement to Construct and Maintain a Utility Pole

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any utility pole not needed for the Licensor's own service requirements.

6. Abandonment

Nothing in this Agreement shall prevent or be construed to prevent Verizon from abandoning, selling, assigning or otherwise disposing of any poles or other Verizon property used for Licensee's Attachments; provided, however, that Verizon shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Verizon shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other Verizon property used for Licensee's Attachments.

7. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). The Licensor, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a utility pole to be covered by such future agreement(s) and arrangement(s).

8. Assignment of Rights

8.1 Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of an assignment agreement satisfactory to the Licensor. Licensor shall not unreasonably withhold, condition, or delay such consent.

8.2 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Licensee may, however, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Verizon, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent.

- 8.3 All notice of such assignments shall include any change to the notice address provided in paragraph 11.1.3. Within thirty (30) days of the assignment, Licensor and assignee shall execute an assignment agreement.

9. Permits and Consents

- 9.1 Licensee shall be responsible for obtaining from private property owners and/or public authorities easements, rights of way, licenses, permits, permissions, certifications and/or franchises for Licensee's attachments to be on private and/or public property, at the location of the utility pole. Licensee shall be responsible for obtaining permission from any joint owner or joint user of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing.

10. Limitation of Rights

- 10.1 Licensee is aware and acknowledges that the Licensor is not required to maintain its pole(s) for the sole purpose of supporting the Licensee's attachment(s) and upon termination of the attachment rights provided for under this Agreement, or in the event any part or all of Licensor's pole(s) plant devoted to any attachment(s) authorized under this Agreement should be ordered removed or relocated, or the right to maintain such pole(s) is terminated by appropriate governmental or agency authority, or Court, having jurisdiction over such poles, then the attachment rights created under this Agreement shall thereupon terminate at the sole option of Licensor, and if terminated such attachment shall be forthwith removed by the Licensee at the Licensee's sole expense. Licensee acknowledges that the Licensor cannot and does not guarantee that the attachments will remain on the poles, nor will notice be given if pole(s) is (are) removed, replaced or relocated. Substitute attachment(s) may be placed on replacement pole(s) only upon application and approval by the Licensor.
- 10.2 Licensor may remove any Licensee attachment, without notice, if in the Licensor's judgment, Licensee's attachments interfere with the safe operation, maintenance or construction of its plant.
- 10.3 Licensor may require Licensee to move, rearrange, relocate or remove any Licensee attachment, at Licensee's expense, if required due to Licensor's needs for operation, maintenance, or construction or for the attachment by another Licensee.

11. Notices

- 11.1 Except as otherwise provided in this Agreement, notices given by Licensee or Licensor under this Agreement:
- 11.1.1 shall be in writing;
- 11.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

11.1.3 shall be delivered to the following addresses of the Licensee:

To Licensee Name, address, contact person and telephone number²

To Verizon:

or to such other address as either Licensee or Licensor shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

PROCEDURES

12. Initial Procedure

Prior to Licensee making any attachments to the Licensor's utility poles, the Licensee must conform to the requirements specified in paragraphs 13, 14, and 15, herein and pay fees as set forth in paragraphs 25 and 26, herein.

13. Application for Authorization

Licensee shall make written application, utilizing the form identified as Exhibit A. This form will also be used by the Licensor to grant authorization to the Licensee. The application will be reviewed, and preconstruction surveys performed, as necessary, by Licensor in order to verify its accuracy.

14. Detailed Description of Attachments

The Licensee shall provide to the Licensor a detailed description and parameters of the proposed attachments. The description may be written narrative and/or by the use of a sketch or sketches, which, if approved by the Licensor, will be designated as Attachment 1 to the Agreement as indicated in Subparagraph 2.1 herein. Additionally, all materials used and the method of construction of the proposed attachments must be approved by the Licensor.

15. Consent of Joint Users

This Agreement shall be between the Licensee and Licensors. Licensor(s) shall be the joint users, joint owners or sole owners of the poles on which the Licensee's attachments are made.

SPECIFICATIONS

16. Conformance to Code

Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book – Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970" as amended, (OSHA) or any other governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

17. Removal of Hazards

If any part of the Licensee's attachments pose an immediate threat to the safety of the Licensor's employees or any other person, interfere with the performance of the Licensor's service obligations, or pose an immediate threat to the physical integrity of the pole plant, the Licensor may perform any work and/or take any action that the Licensor deems necessary to eliminate such conditions, at Licensee's expense, without prior notice to Licensee.

18. Licensee's Employees and Agents

Licensee shall assure that only trained, qualified employees, contractors, agents, or other representatives of Licensee shall place, maintain, remove, relocate or construct its facilities on Licensors poles or otherwise climb or ascend Licensors pole for any reason.

INSPECTIONS

19. Pre-Construction Surveys

A pre-construction survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field inspection will be performed by representatives of the Licensor with participation by joint owner(s), joint user(s), other Licensees and the Licensee.

20. Post Construction, Subsequent and Periodic Inspections

- 20.1 The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's attachments.
- 20.2 The making of post-construction, subsequent and/or periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.
- 20.3 Licensor reserves the right to make periodic inspections of all or any part of the Licensee's attachments on poles owned by the Licensor and/or Joint User(s). If in Licensor's judgment inspections are required for reasons involving safety or because

of an alleged violation of the terms of this Agreement by Licensee, such inspections may be made without notice and may include all of the Licensee's attachments.

UNAUTHORIZED ATTACHMENTS

21. Unauthorized Attachments

- 21.1 If any of Licensee's attachments shall be found attached to a pole for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's attachments without liability, and the cost of such removal shall be borne by the Licensee.
- 21.2 Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception. Notwithstanding the above, no act or failure to act by the Licensor with regard to said unauthorized attachment shall be deemed as the authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise.

INSURANCE, INDEMNIFICATION AND LIABILITY

22. Insurance

- 22.1 Licensee shall secure and maintain (and ensure its subcontractors, if any, secure and maintain) all insurance and/or bonds required by law or this Agreement including without limitation:
- 22.1.1 Commercial General Liability insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence.
- 22.1.2 Commercial Automobile Liability insurance with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.
- 22.1.3 Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.

- 22.2. All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensor, its subsidiaries and affiliates excluding Verizon Wireless as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.
- 22.3. All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.
- 22.4. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

23. Indemnification

- 23.1 The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its poles and anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a utility pole or anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of utility poles or anchors.
- 23.2 Licensor shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor's employees, agents or contractors.
- 23.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.
- 23.4 Licensor and Licensee shall each indemnify, protect and save harmless each other from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities,

or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Licensor's poles. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

- 23.5 Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of its facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.
- 23.6 Licensor and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.
- 23.7 Notwithstanding anything to the contrary herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising
- 23.8 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

TERMINATION OF AUTHORIZATION

24. Termination of Authorization

- 24.1 In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate utility pole attachment authorizations and rights granted under provisions of this Agreement where:
- 24.1.1 the Licensee's attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or

- 24.1.2 the Licensee ceases to have authority to construct attachments on public or private property at the location of the particular pole covered by the authorization; or
- 24.1.3 the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or
- 24.1.4 the Licensee attaches to a utility pole without having first been issued authorization therefore; or
- 24.1.5 the Licensee, subject to provisions specified in the scope of the agreement, ceases to provide its services; or
- 24.1.6 the Licensee's attachments are used by others not a party to this Agreement unless under provision of Section 7; or
- 24.1.7 the Licensee sublets or apports part of the Licensed pole attachment to an entity not a party to this Agreement unless under provision of Section 7.
- 24.2 The Licenser will promptly notify the Licensee in writing of any instances cited in Subparagraph 24.1 preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licenser within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licenser within the time stated above, the Licenser may terminate the attachment authorizations granted hereunder for utility poles as to which such non-compliance shall have occurred.
- 24.3 Pole attachment authorizations and rights as granted under provisions of this Agreement may be immediately terminated by the Licenser if:
 - 24.3.1 The Licensee's insurance carrier shall notify the Licenser that the policy or policies of insurance as required in Paragraph 22 will be or have been cancelled or amended so that those requirements will no longer be satisfied.
 - 24.3.2 The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement.
 - 24.3.3 Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a utility pole is denied, revoked or cancelled.
- 24.4 Licensee may at any time remove its facilities from a pole after first giving the Licenser written notice, utilizing the form identified as Exhibit B, of Licensee's intention to so remove its facilities.
- 24.5 In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its attachments from the poles within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licenser until Licensee's attachments are actually removed from the utility poles. If the Licensee fails to remove its attachments within the specified period, the Licenser shall have the right to remove such attachments at the Licensee's expense and without any liability on the part of the Licenser for damage or injury to such attachments.

- 24.6 When Licensee's attachments are removed from a utility pole no attachment to the same utility pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole attachment had been previously made and all outstanding charges due to the Licensor for such pole attachment had been paid in full.

RATES AND CHARGES

25. Charges for Make-Ready Work

All costs to the Licensor associated with any make-ready work initiated by the Licensee's request for pole attachments shall be borne by the Licensee. These charges shall be billed to and paid for by the Licensee prior to the start of any make-ready work by the Licensor.

GENERAL PROVISIONS

26. License Not Exclusive

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles and/or anchors covered by this Agreement.

27. Survival

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

28. Failure to Enforce

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

29. Term of Agreement

Unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect from the date hereof and thereafter until three (3) months after written notice of termination is given by either party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

VERIZON NEW YORK INC.

By: _____
(Print Name) Reneta Haynes _____
(Title) Director -- Network Eng & Ops _____
(Date) _____

CITY OF NEWBURGH (LICENSEE)

By: _____
(Print Name) _____
(Title) _____
(Date) _____

The Licensee shall provide to the Licensor a detailed description and parameters of the proposed attachments. The description may be written narrative and/or by the use of a sketch or sketches, which, if approved by the Licensor, will be designated as Attachment 1 to the Agreement as indicated in Subparagraph 2.1 herein. Additionally, all materials used and the method of construction of the proposed attachments must be approved by the Licensor.

ATTACHMENT 1

APPLICATION AND POLE LICENSE 1

EXHIBIT A

N.Y.,

20

Walk/ Job/Project #

In accordance with the terms and conditions of the Pole Attachment Agreement between us,
dated as of _____, 20____, application is hereby made for a license to make attachments to
the following poles which are indicated to be Verizon ownership, Joint Ownership or unmarked.

Pole No. &
Ownership 2

Location

Attachment 3

Municipality

(Name of Licensee)

By

Title

License Number 4 _____ is hereby granted, for attachment to such of the above poles as have
not been stricken for the above list, _____, 20____

Verizon

1. Applications shall be submitted in duplicate.

By

2. Indicate T for Verizon Ownership

Title

Jt for Joint Ownership

Date

U for unmarked

E for Electric Company Ownership

3. A complete description of all facilities shall be given, including quantities, sizes and types
of cables and equipment.

4. This license is issued under the terms and conditions of the Pole Attachment Agreement.

City of Newburgh NY Camera Miscellaneous Atts Agmt NY

EXHIBIT B

NOTIFICATION OF REMOVAL OF POLE AND/OR ANCHOR ATTACHMENT BY LICENSEE

_____, N.Y., _____ 20 _____
Verizon New York Inc.
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us,
dated as of _____, 20 _____, kindly cancel from your records the following
poles and/or anchors covered by the licenses indicated from which our attachments were removed on
_____, 20 _____

<u>Pole Number</u>	<u>Pole Location</u>	<u>License Number</u>	<u>Municipality</u>
------------------------	--------------------------	---------------------------	---------------------

(Name of Licensee)

By _____

Title _____

RECEIPT of the above Notice is hereby

acknowledged, _____ 20 _____

Verizon New York Inc.

By _____

Title _____

Date _____

(Submit in duplicate)

EXHIBIT B

NOTIFICATION OF REMOVAL OF POLE AND/OR ANCHOR ATTACHMENT BY LICENSEE

_____, N.Y., 20 _____
Verizon New York Inc.
_____, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us,
dated as of _____, 20 _____, kindly cancel from your records the following
poles and/or anchors covered by the licenses indicated from which our attachments were removed on
_____, 20 _____

<u>Pole Number</u>	<u>Pole Location</u>	<u>License Number</u>	<u>Municipality</u>
------------------------	--------------------------	---------------------------	---------------------

(Name of Licensee)

By _____

Title _____

RECEIPT of the above Notice is hereby
acknowledged, _____ 20 _____

Verizon New York Inc.

Company Profile Form

Person Negotiating Agreement Nicholas Crispino

Date 10/28/2016

(Name of person we may contact if there are questions)

Legal Company Name *(for which you are registered in the state to do business)* City of Newburgh

State of Incorporation: New York

Licensee Name: City of Newburgh

(may be the same as Legal Company Name or may be different)

Municipality(ies) for which contacts below apply: *(Please use multiple pages as required)* City of Newburgh

Legal Notices	Insurance Notices
Contact Name Michelle Kelson	Contact Name Michelle Kelson
Title Corporation Counsel	Title Corporation Counsel
Address 83 Broadway	Address 83 Broadway
City, State, Zip Newburgh, NY 12550	City, State, Zip Newburgh, NY 12550
Attention: 2 nd Floor Corporation Counsel	Attention: 2 nd Floor Corporation Counsel
Tel # (845) 569-7335	Tel # (845) 569-7335
Fax # (845) 569-7338	Fax # (845) 569-7338
Email address MKelson@cityofnewburgh-ny.gov	Email address MKelson@cityofnewburgh-ny.gov
Damage or Emergency Notices	Pole/Conduit Rental Bills
Contact Name George Garrison	Contact Name Kathryn Mack
Title Department of Public Works	Title City Comptroller
Address 83 Broadway	Address 83 Broadway
City, State, Zip Newburgh, NY 12550	City, State, Zip Newburgh, NY 12550
Attention: DPW	Attention: 4 th Floor Comptroller
Tel # (845) 565-3297	Tel # (845) 569-7320
Fax # (845) 569-0096	Fax # (845) 569-7490
Email address GGarrison@cityofnewburgh-ny.gov	Email address KMack@cityofnewburgh-ny.gov
Transfer Notices	Primary Contact <i>(will be copied on all correspondence)</i>
Contact Name Information Technology	Contact Name Nicholas Crispino
Title	Title Information System Manager
Address 83 Broadway	Address 83 Broadway
City, State, Zip Newburgh, NY 12550	City, State, Zip Newburgh, NY 12550
Tel # (845) 569-7345	Tel # (845) 569-7326
Fax # (845) 569-7367	Fax # (845) 569-7367
Email address IT@cityofnewburgh-ny.gov	Email address NCrispino@cityofnewburgh-ny.gov

RESOLUTION NO.: 128 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH ASBESTOS & ENVIRONMENTAL CONSULTING
CORPORATION FOR PROFESSIONAL ENGINEERING SERVICES IN
CONNECTION WITH
THE VACANT BUILDING DEMOLITION PROJECT**

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 85-2016 of April 11, 2016, the City Council of the City of Newburgh approved the financing of the Vacant Building Demolition Project (the "Project"); and

WHEREAS, The Asbestos & Environmental Consulting Corporation has prepared a proposal for the scope of professional engineering services for the hazardous material, demolition management and related consulting services to facilitate the abatement and demolition of the City-owned properties; and

WHEREAS, funding for such project shall be derived from H1.1620.0200.8105.2016 - 2016 BAN Demolition; and

WHEREAS, this Council has determined that entering into such contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute an agreement for professional engineering services with The Asbestos & Environmental Consulting Corporation for the scope of work outlined in the proposal dated April 28, 2017, with other provisions as Corporation Counsel may require, for the hazardous material, demolition management and related consulting services to facilitate the abatement and demolition of the City-owned properties.



April 28, 2017

Ms. Kathryn Mack
City of Newburgh New York
83 Broadway
Newburgh, New York 12550

**RE: Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York
AECC PSA Number: P17-109R**

Dear Ms. Mack:

The Asbestos & Environmental Consulting Corporation (AECC) is pleased to offer this professional services agreement to facilitate the abatement / controlled demolition of nine (9) municipally-owned properties, located throughout the City of Newburgh, New York. This professional service agreement addresses AECC's understanding of the scope of work, schedule, reporting, and fees.

PROJECT UNDERSTANDING

The City of Newburgh has requested a professional services agreement from AECC to provide professional hazardous material / demolition management and related consulting services to help facilitate the abatement and demolition of nine (9) municipally-owned properties. The City of Newburgh has identified the following properties for possible demolition (in priority order):

1. 68 Campbell Street, City of Newburgh
2. 251 Third Street, City of Newburgh
3. 191 South Street, City of Newburgh
4. 161 Lander Street, City of Newburgh
5. 140 Third Street, City of Newburgh
6. 251 First Street, City of Newburgh
7. 253 First Street, City of Newburgh
8. 139 Johnston Street, City of Newburgh
9. 115 Johnston Street, City of Newburgh

Under this agreement, AECC would provide consulting and contracting services (specific contracting services shall be subcontracted to the lowest, qualified bidder for each respective task) necessary to demolish as many properties, as possible based upon the City of Newburgh's budget constraints, from the list above.

Ms. Kathryn Mack
City of Newburgh New York
**Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York**

SCOPE OF WORK

During the 2017 calendar year, the City of Newburgh would like to abate / demolish up to nine (9) blighted buildings; however, the actual number of buildings shall depend on the City's overall project budget. In order to facilitate the abatement / controlled demolition of the buildings (which have all been structurally condemned), AECC shall perform / provide the following services:

Task 1, Meeting with City of Newburgh Personnel – AECC personnel shall meet with City of Newburgh personnel to discuss the draft proposed project plan for the 2017 calendar year. The plan shall include a strategy for demolishing the buildings / structures, a schedule, and a discussion about the overall project budget. After receiving input from City personnel, the final project plan for 2017 shall be developed.

Task 2, Asbestos Contamination Assessments – Whenever disturbed asbestos-containing materials are discovered, an asbestos contamination assessment is required under New York State law. Due to the blighted nature of each building, suspect asbestos-containing materials and debris are present outside the footprint of most (if not all) of the buildings. AECC shall perform bulk sampling, air sampling, and wipe sampling (as deemed necessary) to determine the extent of the asbestos contamination caused by the presumed asbestos-containing material disturbance. If the disturbance area is greater than 10 square feet (SF) or 25 linear feet (LF), a site-specific variance shall be required to complete abatement activities (see Task 3).

Task 3, NYSDOL Site-Specific Variance Petitions – Due to the proximity of each building to an adjacent building and/or roadway, a NYSDOL approved site-specific variance will be required to facilitate the demolition of each building. As such, AECC's Project Designer shall author a variance petition for submission to the NYSDOL Engineering Department for review (along with the required \$350 application fee). The contents of the SSV petition for variance shall include measures to provide relief from literal interpretation of NYSDOL Industrial Code Rule 56 (ICR 56). Some examples where a SSV petition would be required by law or could significantly reduce project-related abatement costs include:

- Demolition of a structure with non-friable asbestos still in-place.
- Reduced project waiting periods (example: reducing the time required between prepping a work area and the start of removal activities).
- Reduced poly requirements for non-friable waste dumpsters.
- Cleaning up disturbed asbestos-containing materials.
- Abatement work within 25' of another dwelling / residence or roadway.

Task 4, Hazardous Material Abatement Plans – AECC shall put together a comprehensive hazardous material abatement plan. Detailed specifications and drawings will allow for the creation of a defined scope of work for the contractors bidding on this project, generally equating into cost savings for the Client. AECC will create the following specifications and drawings for each project (as needed):

- Asbestos Abatement Specifications – AECC will provide a NYSDOL-certified Asbestos Project Designer to create asbestos abatement specifications. The design specifications will detail the process by which the selected contractor is required to conduct asbestos

Ms. Kathryn Mack
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**Professional Services Agreement Between AECC & City of Newburgh
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High-Priority, Municipally-Owned Building – City of Newburgh, New York**

abatement during the project. Additionally, this document shall serve to guide the selected contractor in the legal manner in which the contractor is to perform asbestos abatement at the Site.

- Hazardous / Special Waste Removal Specifications (if needed) – AECC shall author specifications that shall design the removal of any miscellaneous hazardous / special wastes (i.e. fluorescent light bulbs, ballasts, thermostats, smoke detectors, etc.) that are required to be removed prior to demolition activities.

Task 5, Demolition Specifications – AECC shall author performance-based specifications that detail the demolition of the structure(s) on site. Means and methods shall not be specified in these documents. In general, the specifications shall include: (1) overall site plan, (2) demolition requirements, (3) backfilling requirements, and (4) grading requirements. CAD drawings shall be created to depict the demolition work to be performed on each respective site.

Task 6, Prequalification Process for Demolition Contractors – AECC shall assist the City of Newburgh in creating a Request for Qualifications (RFQ) that will be made publicly available (through the City's standard procurement process) to demolition contractors. The RFQ will require interested contractors to submit information / documentation about their respective company, including (but not necessarily limited to): company history, company experience, key personnel experience / resumes, project descriptions (of similar types of projects), insurance limits, bonding capacity, health & safety records, and references. It will additionally outline the required insurance, bonding requirements, labor outreach requirements, MWBE requirements, and other City requirements that shall be required to conduct these work activities. After the contractors' responses have been received by the City, AECC shall help review the responses and assist in the contractor selection process (only if specifically requested by City personnel).

Task 7, Local Outreach Requirement – After the demolition contractors have been approved by the City, AECC shall help the City facilitate an open house (job fair) where the pre-qualified demolition contractors shall have the opportunity to meet / interview candidates looking for employment. The job fair shall be conducted within the City of Newburgh at a location to be determined by City personnel.

Task 8, Request for Proposals / Bid Walks – AECC will create RFPs for abatement (if other buildings are added), controlled demolition, and asbestos air monitoring activities. As part of this process, AECC has assumed that we shall bundle properties together (as possible) to help the City realize certain cost-saving efficiencies in the bidding process. Post review and approval of the RFPs by AECC and City representatives, the following protocol would be implemented:

- For abatement and/or demolition services (contractor work), each RFP would be sent to all pre-qualified contractors. This would help the City receive the most qualified contractor for the lowest price.
- For asbestos air monitoring work (professional service), each RFP would be sent to a minimum of three (3) consulting firms. This would help the City receive the most qualified contractor for the lowest price.

Ms. Kathryn Mack
City of Newburgh New York
**Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York**

- Pre-bid meetings and site walkthroughs would be coordinated and mandatory for all contractor-related services (air monitoring excluded). This would reduce the amount of contested work and/or change-orders that would have a negative impact on the City's project budget.
- During the bid process, AECC would answer any formal Requests for Information (RFIs).
- Bids would be sealed and submitted directly to the City on a specified date / time.
- Once the City receives all of the bids, City representatives and AECC personnel would open and review each RFP response and select the lowest, qualified bidder for each respective bid package.

Task 9, Pre-Project Submittal Review – AECC would review each contractor's submittal package for required health & safety plans, insurance, permits, notifications, employee training, and other pertinent job-related documentation prior to the commencement of work activities. This measure would help protect the City from a risk management perspective.

Task 10, Asbestos Air Monitoring Services – AECC will retain the services of a consulting firm (based on the results of the bid process) to conduct asbestos air sampling and perform final visual inspections, as required by New York State Industrial Code Rule 56. The air monitoring firm would oversee the asbestos abatement contractor for compliance with the applicable codes, rules, and regulations. Air samples collected during the asbestos abatement work will be submitted to an independent laboratory for Phase Contrast Microscopy (PCM) analysis. Background, work area preparation, abatement, and cleaning air samples will be analyzed within two (2) days, as per the applicable regulations. Clearance air samples will be analyzed on a rush basis, with the results reported either the same day, or the next business morning, based upon the project schedule.

Task 11, Demolition Services – AECC would provide a subcontractor (based on the results of the bid process) to complete controlled demolition activities at each respective building.

Task 12, Subcontractor Management Services – AECC will manage / coordinate all contractors / consultants to facilitate abatement and demolition related activities, as applicable. As part of this process, AECC will review the associated quantities of asbestos / hazardous waste generated from each building and verify that the amount of asbestos / hazardous waste leaving the City properties match the quantities received by the landfills. Additionally, AECC would oversee the demolition work for project compliance purposes. The oversight would be completed both on-site and off-site.

Task 13, Final Reporting / Close-Out Services – Within thirty (30) days of completing the work at each respective site, AECC shall provide final project documentation to the City of Newburgh documenting project activities. The final report will include project monitoring logs, visual inspection reports, contractor submittals, air sampling data, laboratory reports, waste manifests, and other pertinent project-related documentation for compliance purposes.

Ms. Kathryn Mack
City of Newburgh New York
Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York

ADDITIONAL SERVICES

****Note: These additional tasks are being presented in the event that new buildings (not included on the list of nine buildings provided by the Client) or AECC's services are extended past the 2017 calendar year:***

Task 1A, Development of Project Plan – For new buildings added to the project or for future years under this agreement, the development of a project plan would be very beneficial to the Client and AECC for communication and budgetary purposes. During the development of the project plan, AECC shall make a determination to:

1. Condemn the structure - All waste materials shall need to be disposed of as friable regulated asbestos-containing material (RACM).
2. Survey the building – A good comprehensive survey will provide valuable information to decide on whether to:
 - Abate the friable ACMs, then demolish the building with non-friable ACM still in-place; however, please note that this will require an approved site-specific variance from the NYSDOL Engineering Department.
 - Abate all of the friable and non-friable ACMs, prior to demolition activities.
3. Attempt recycling efforts – By salvaging certain building materials, the cost burden for abatement / demolition activities may be lessened.

Task 2A, Hazardous Material Pre-Demolition Surveys – If the buildings are not structurally condemned, AECC shall complete hazardous material pre-demolition surveys. The surveys may be limited or complete, based upon the conclusions made during the initial assessment (conducted during Task 1A). The services shall include: asbestos pre-demolition surveys, lead-based paint testing (non-residential buildings only), PCB caulk testing, and other miscellaneous hazardous / special waste identification.

Task 3A, Asbestos Abatement Services – For buildings that are not structurally condemned, AECC will retain a subcontractor (based on the results of the bid process) to complete the asbestos abatement work at each building, as applicable.

Task 4A, Hazardous & Special Waste Removal Services – For buildings that are not structurally condemned, AECC will retain a subcontractor (based on the results of the bid process) to complete the hazardous and special waste removal services at each building. This would include the removal and disposal of PCB-containing caulk, lead, florescent light tubes, solvents, paints, thermostats, etc. (if applicable).

Task 5A, Other Environmental & Demolition Related Services – AECC is prepared to provide other environmental / demolition related support services on an "as-needed" basis. Other items that may need to be addressed during the course of work activities include, but are not necessarily limited to: petroleum bulk storage tank removal, contaminated soil removal, mold abatement, and other miscellaneous services.

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Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York

BASE BID FEES FOR NINE (9) PROPERTIES

AECC shall complete the services to help facilitate the abatement / controlled demolition of the nine (9) buildings for the following fees:

Initial Bid Package for Nine (9) Buildings

Tasks 1-8, Design & Bid Related Services (9 Buildings)..... \$35,000 Lump Sum Fee

Per Building Related Fees

Task 9, Pre-Project Submittal Review.....	\$ 400 Per Building
Task 10, Asbestos Air Monitoring Services.....	\$ 500 Per Building*
Task 11, Demolition Services.....	\$ 4,500 Per Building*
Task 12, Subcontractor Management Services.....	\$ 800 Per Building
Task 13, Final Reporting / Close-Out Services.....	\$ 600 Per Building

**Note: These fees do not include the costs to do the asbestos air monitoring services or demolition services. These fees are for the management of the associated subcontractors that shall be performing this work.*

FEES FOR ADDITIONAL SERVICES

AECC shall complete any additional services (not specific to the work associated with the controlled demolition of the nine blighted buildings) described in this proposal in accordance with the unit pricing table found in Attachment A of this proposal.

CLOSING STATEMENT

We are very excited about this opportunity and strongly believe that we can provide the value that the City of Newburgh is looking for in a management firm under this agreement. If you have any questions pertaining to this proposal, please do not hesitate to contact our corporate office at (315) 432-9400. We appreciate the opportunity to potentially work with you on this important program.

Sincerely,
Asbestos & Environmental Consulting Corporation



Jeffrey Cooper
Business Development Manager



Bryan Bowers
President / Owner

Attachment A: Professional Unit Rate Table
Attachment B: City of Newburgh – Priority Listing of Projects
Attachment C: City of Newburgh – Demolition Photos
Attachment D: Professional Service Agreement Acceptance & Authorization Form
Attachment E: AECC Terms & Conditions

ATTACHMENT A

Professional Unit Rate Table



PROFESSIONAL RATE SCHEDULE – CITY OF NEWBURGH BUILDINGS

Contract Administration with Contracted Services

Pre-Project Submittal Review.....	\$ 400 Per Building
Abatement Contractor.....	\$2,500 Per Building
Hazardous Waste Removal Contractor.....	\$ 500 Per Building
Demolition Contractor.....	\$4,500 Per Building
Asbestos Air Monitoring Company.....	\$ 500 Per Building
Professional Engineer.....	\$ 500 Per Building
Subcontractor Management Services	\$ 800 Per Building
Final Reporting / Closeout Services.....	\$ 600 Per Building

Description of Contracted Services

Abatement Contractor (No Markup).....	AECC Cost
Hazardous Waste Removal Contractor (No Markup).....	AECC Cost
Demolition Contractor (No Markup).....	AECC Cost
Asbestos Air Monitoring Company (No Markup).....	AECC Cost
Professional Engineer (No Markup).....	AECC Cost

Description of Professional Staff

	<u>Rate</u>
Principal.....	\$135 / hour
Senior Project Manager.....	\$115 / hour
Project Manager.....	\$100 / hour
Staff Professional.....	\$85 / hour
Senior Field Technician IV.....	\$75 / hour*
Field Technician III.....	\$70 / hour*
Field Technician II.....	\$65 / hour*
Field Technician I.....	\$60 / hour*
Senior Administrative / CAD Draftsperson	\$55 / hour*
Administrative Support.....	\$45 / hour*

Description of Laboratory Rates – Asbestos Air & Wipe Samples

	<u>Rate</u>
PCM Air Sample, 24 Hour TAT.....	\$8 per sample
PCM Air Sample, Rush Weekday TAT.....	\$10 per sample
PCM Air Sample, Rush Weekend TAT.....	\$20 per sample
TEM Air Sample, 24 Hour TAT.....	\$65 per sample
TEM Air Sample, Rush TAT.....	\$75 per sample
PLM Wipe Sample, 24-Hour TAT.....	\$25 per sample

Description of Laboratory Rates – Hazardous Material Bulk Samples

	<u>Rate</u>
Asbestos PLM Friable Bulk Sample, 5-Day TAT.....	\$10 per sample
Asbestos PLM Friable Bulk Sample 24-Hour TAT.....	\$20 per sample
Asbestos PLM NOB/TEM Bulk Sample, 5-Day TAT.....	\$50 per sample
Asbestos PLM NOB/TEM Bulk Sample 24-Hour TAT.....	\$65 per sample
Asbestos Surfacing Sample (198.8), 5-Day TAT.....	\$450 per sample
Lead Paint Chip Sample, 5-Day TAT.....	\$15 per sample
Lead Paint Chip Sample, 24-Hour TAT.....	\$25 per sample
PCB Caulk Bulk Sample, 5-Day TAT.....	\$75 per sample
PCB Caulk Bulk Sample 24-Hour TAT.....	\$125 per sample

UNIT RATE SCHEDULE – CITY OF NEWBURGH BUILDINGS

<u>Miscellaneous Charges</u>	<u>Cost</u>
Expedited Fed-Ex Shipping (No Markup).....	AECC Cost
Mileage (Per Mile, No Markup).....	Federal Rate
NYSDOL Variance Petition.....	\$1,350 Per Petition
Contamination Assessment (Condemned Building).....	\$250 Per Building**
Contamination Assessment (Non-Condemned Building).....	\$800 Per Building**

**Note: The lump sum amount does not include laboratory analysis charges. Those charges shall be billed in accordance with unit rates found on page 1 of this fee schedule.

Notes:

1. For any non-exempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown. Overtime shall only be billed with the approval/consent of the Client, prior to the commencement of work activities.
2. Monthly invoices will be submitted for payment covering services and expenses accrued during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
3. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter. Both parties reserve the right to extend this contract for another three (3) years (on a per year extension basis), provided that both parties agree to extend the services at the conclusion of each calendar year and there are no significant changes to the contract / rates proposed in this agreement.
4. Any out-of-pocket expenses not specifically covered, but required to facilitate services under this agreement, shall be billed at AECC's cost plus ten percent (10%).
5. If requested, rush turnaround times for bulk sample analyses and weekend laboratory analysis for air sample analyses are available for an additional surcharge fee.

ATTACHMENT B

City of Newburgh - Priority Listing of Properties

Properties for Possible Demolition/Stabilization

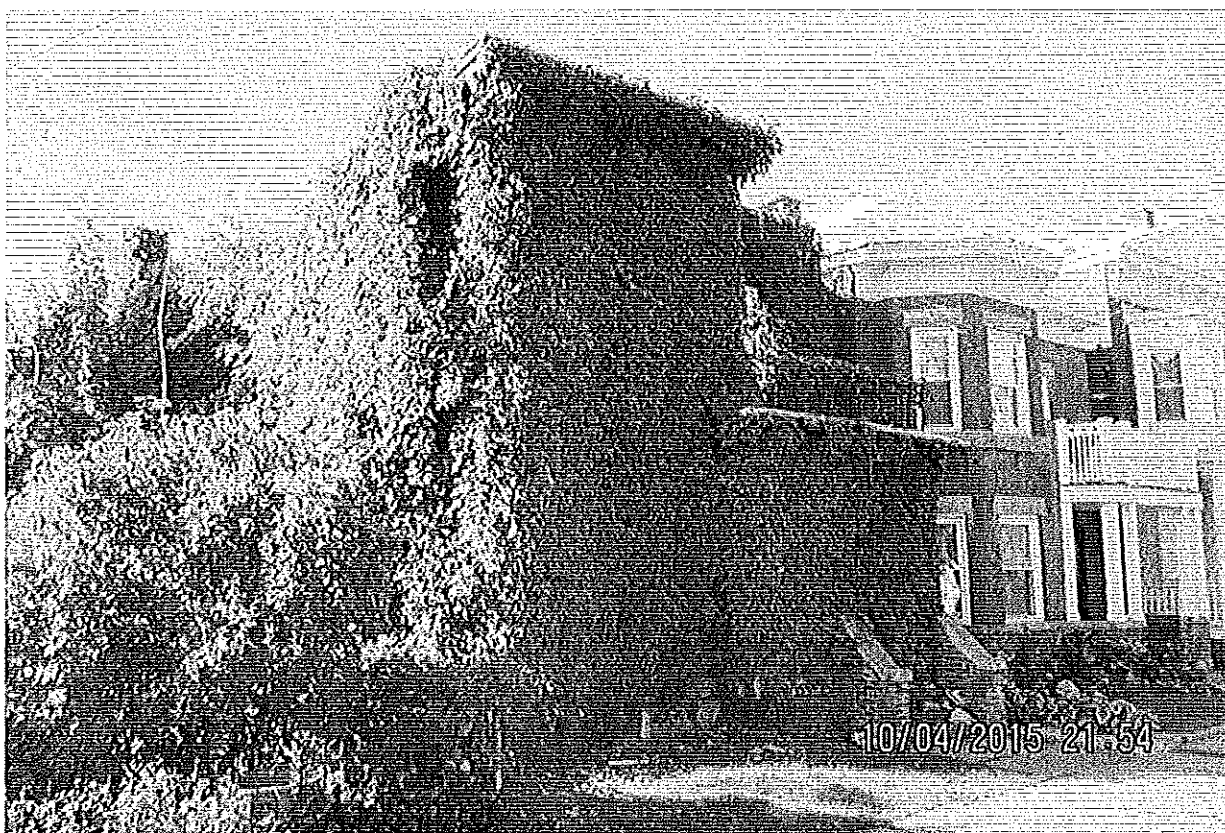
Property Address	Priority	City-Owned?	City-Owned	S-B-L	Brick (B) or Frame (F)	EHHD (East End Historic District)	Chazen Report?	SEORA Action/BAN	Attached	Sealant or Patch	Roof Present	Interior Structure?	Shell only?
68 Campbell	1	Yes		23-2-16	B	Y	Y		No	No	No	No	Yes
251 Third Street	2	Yes		22-1-17	B	Y			No	No	No	No	Yes
191 South Street	3	Yes		18-2-42	B	Y	Y		No	No	No	No	Yes
161 Lander Street	4	Yes		18-4-48	B	Y	Y		Yes	Yes	No	No	Yes
140 Third Street	5	Yes		18-9-17	B	Y			No	No	No	No	Yes
251 First Street	6	Yes		29-3-6	F				Yes, Attached to 253 First	No	Yes	Yes	No
253 First Street	6	Yes		29-3-5	F				Yes, Attached to 251 First	No	Yes	Yes	No
139 Johnston Street	7	Yes		18-2-15	B	Y	Y		Yes	Yes	Yes	Yes	No
115 Johnston Street	8	Yes		18-11-15	B	Y	Y		Yes	Yes	No	No	Yes

ATTACHMENT C

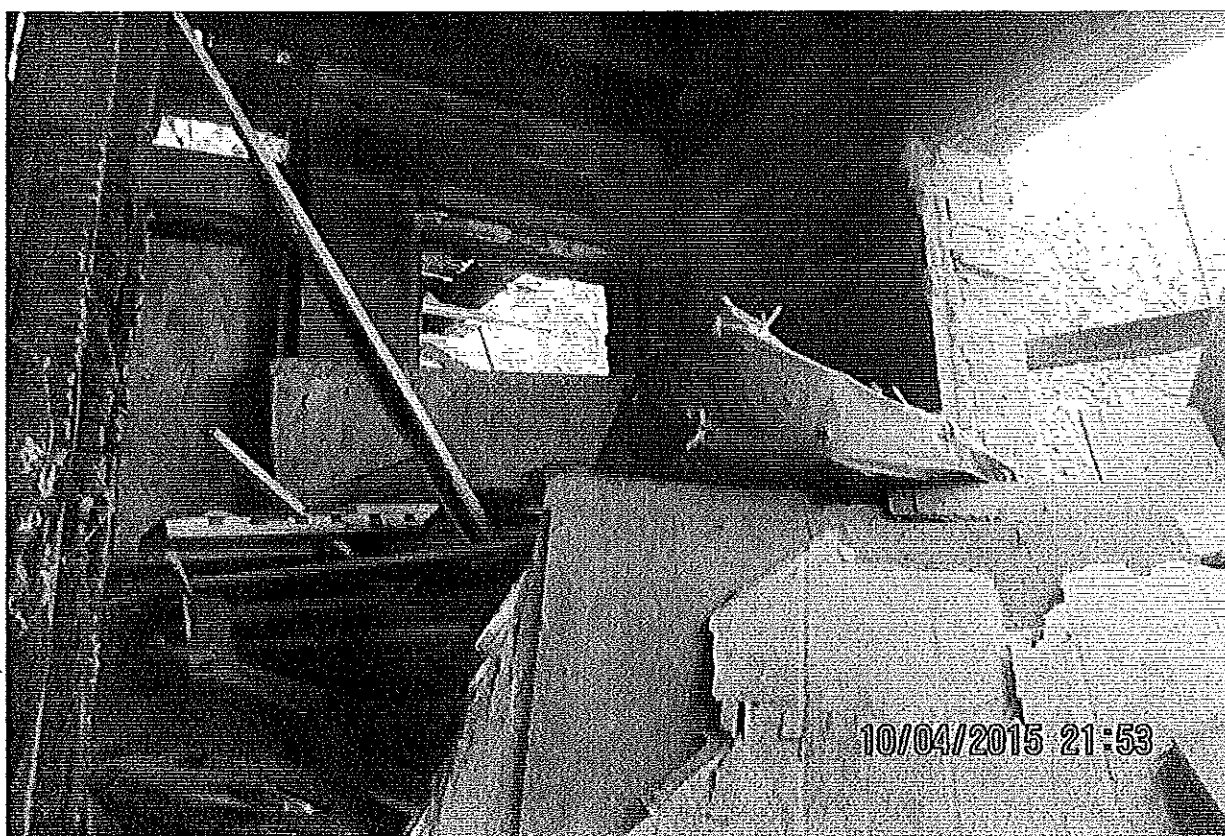
City of Newburgh - Demolition Photos

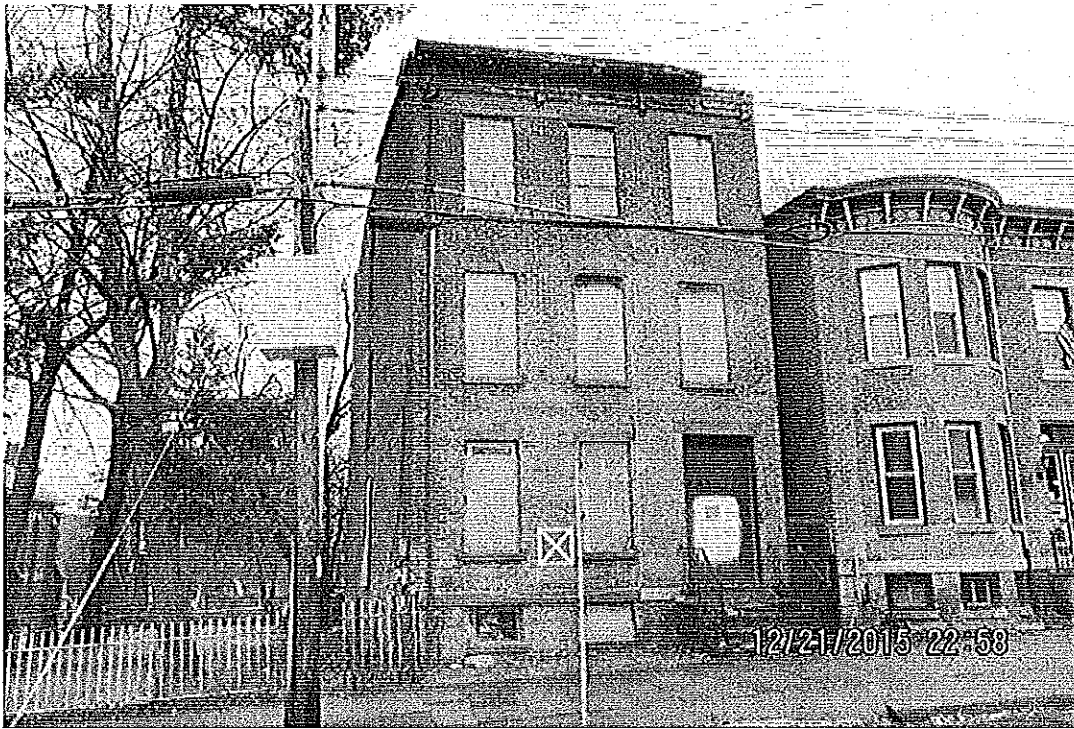


68 Campbell Street

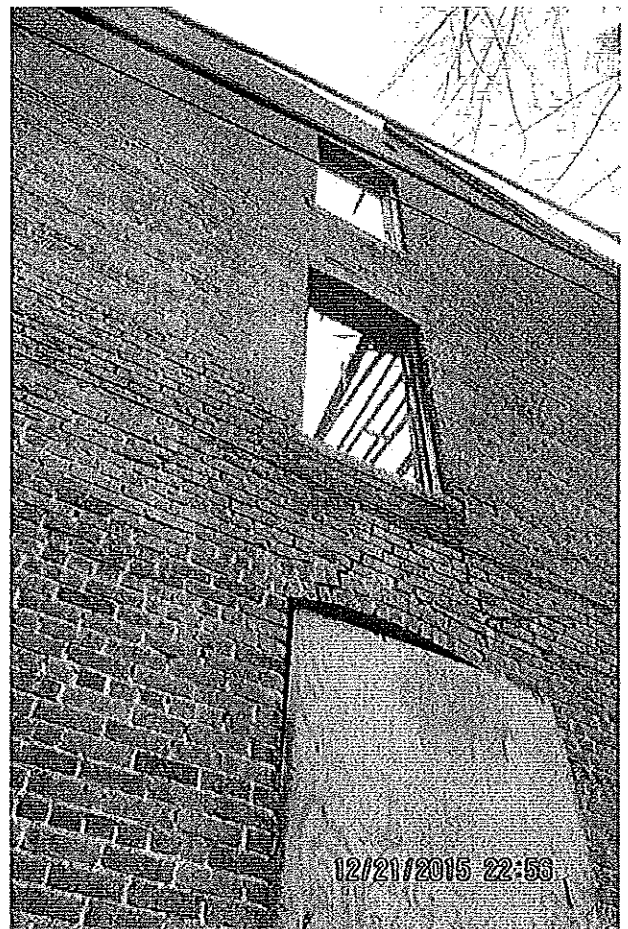
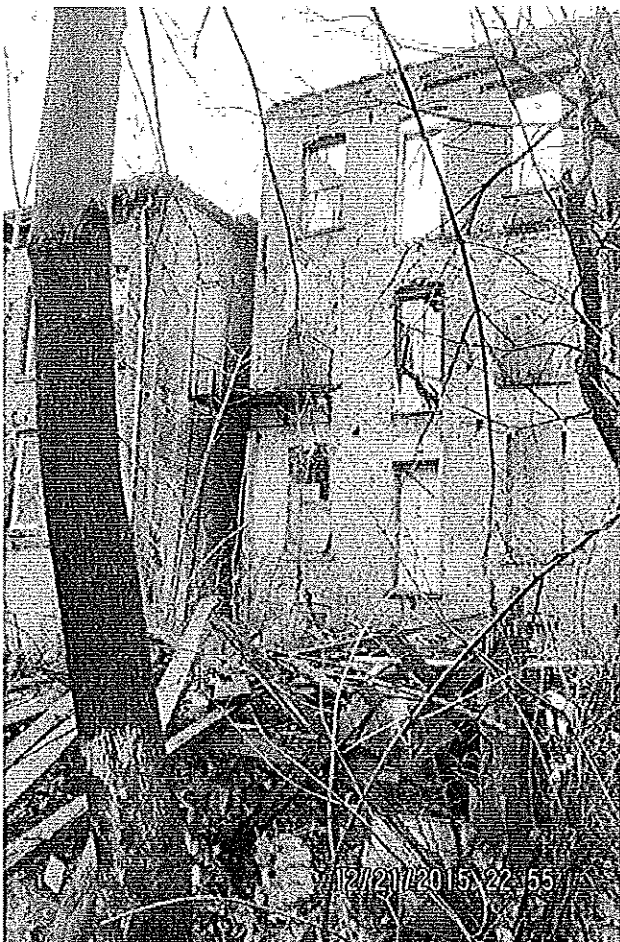


251 Third Street





191 South Street



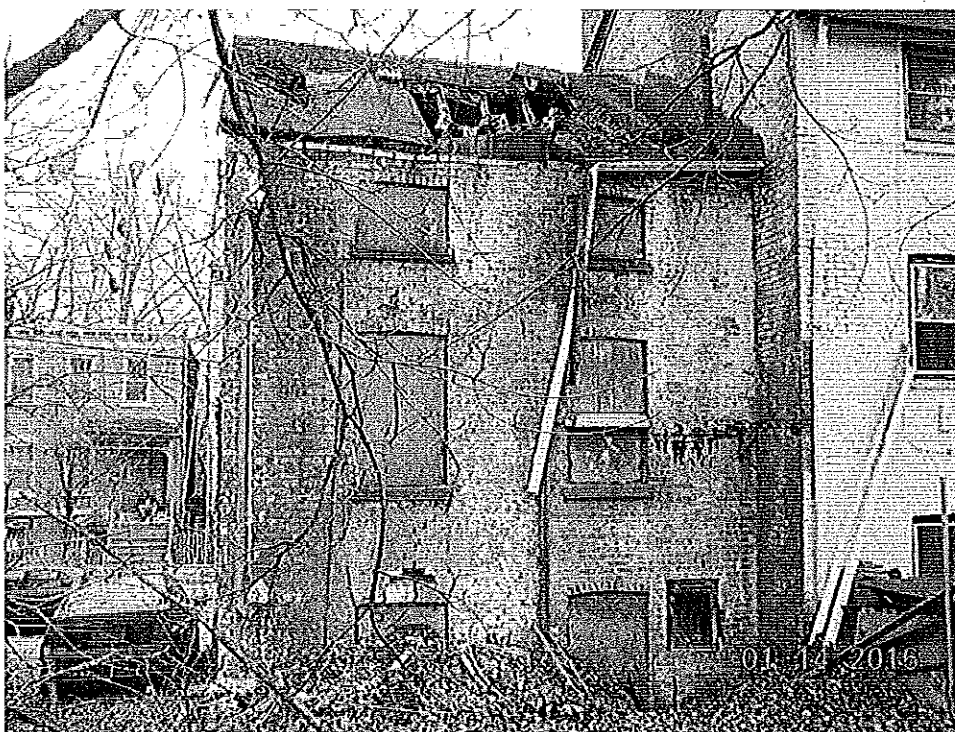


115 Johnston Street



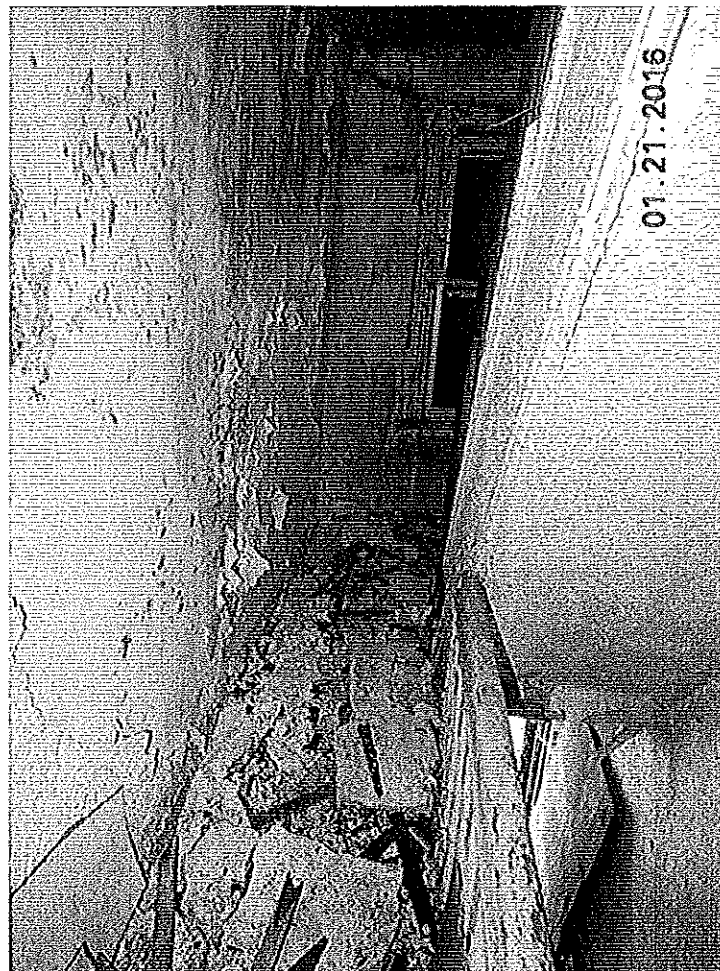


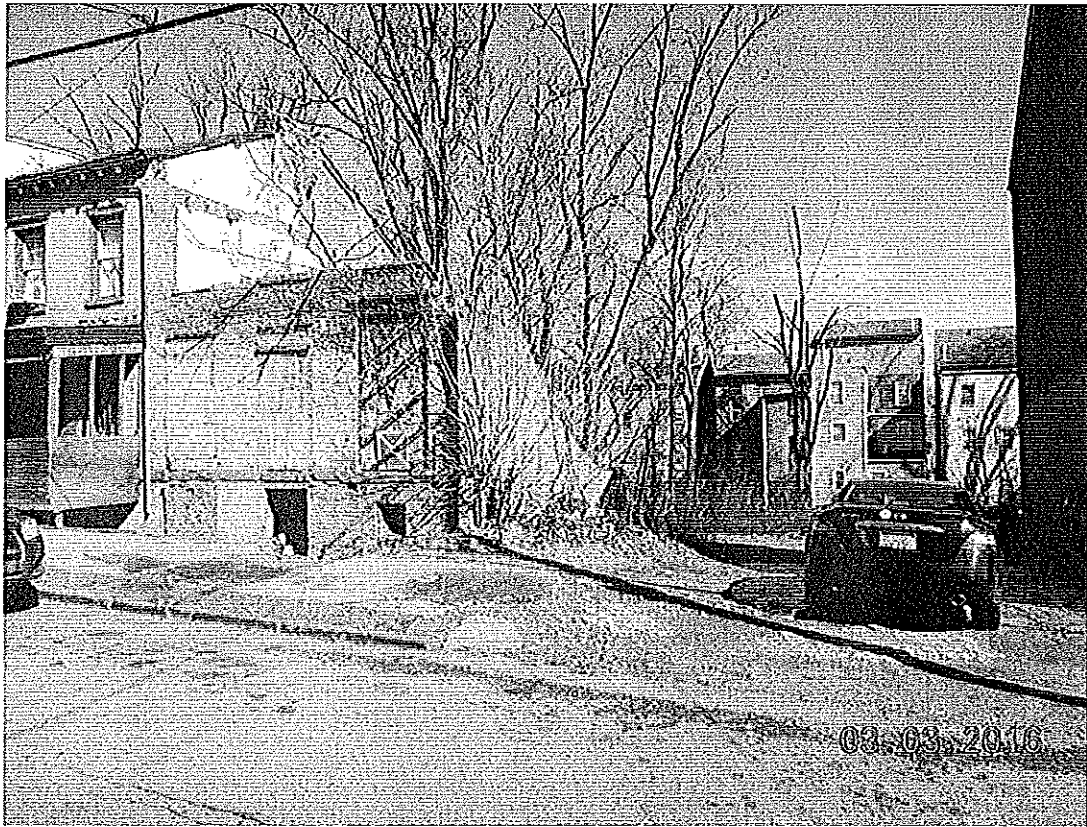
139 Johnston Street





Interior—139 Johnston Street



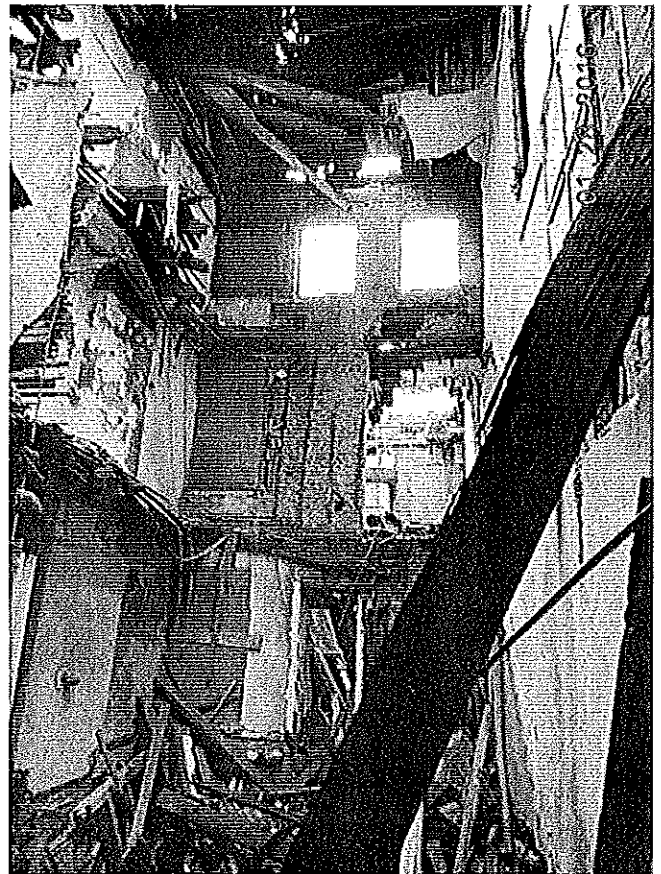
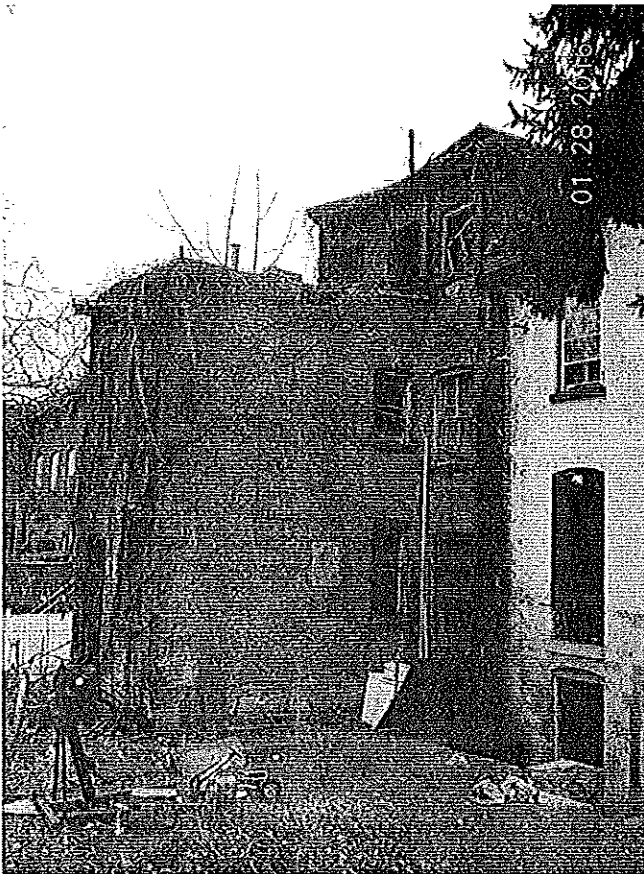


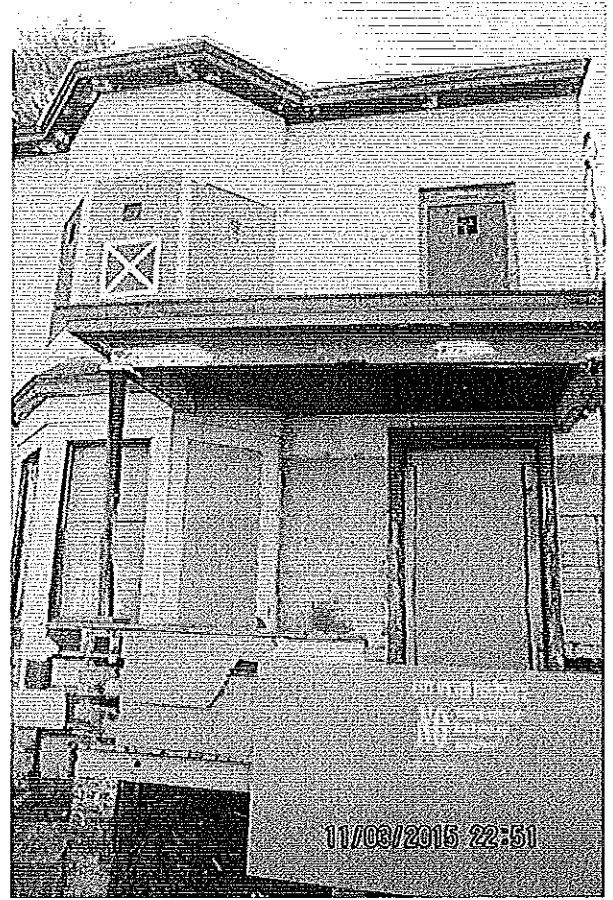
161 Lander Street



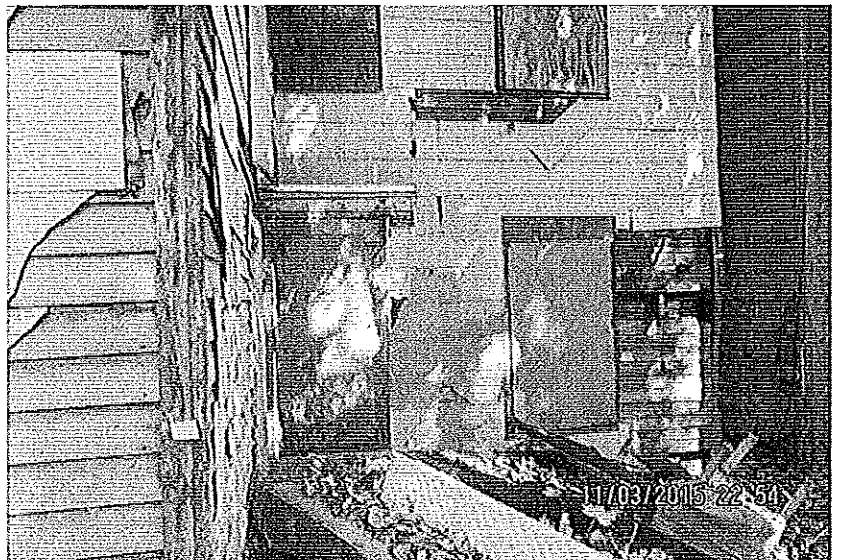
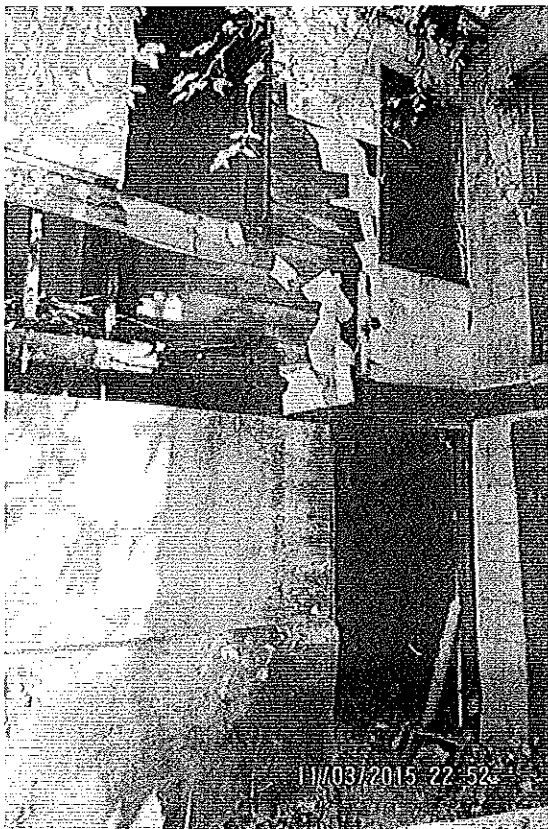


140 Third Street





251 & 253 First Street



ATTACHMENT E

Professional Services Agreement Acceptance & Authorization Form

Ms. Kathryn Mack
City of Newburgh New York
Professional Services Agreement Between AECC & City of Newburgh
Hazardous Material / Demolition Management & Consulting Services
High-Priority, Municipally-Owned Building – City of Newburgh, New York

PROPOSAL ACCEPTANCE AND AUTHORIZATION FORM

By signing below, the Client understands the scope of work, fee structure, and terms & conditions of this proposal (AECC Agreement #: P17-109R).

By: _____

Company: _____

Title: _____

Date: _____

CLIENT / BILLING INFORMATION

The invoice should be mailed to the following:

Name: _____

Company: _____

Address: _____

Phone Number: _____ Fax Number: _____

Purchase Order Number (if applicable): _____

*Email Address (required): _____

*AECC e-mails all invoices due for payment. If you require a hard copy of the invoice, in addition to the electronic copy, please check the box below:

☐ Please mail my invoice

Agreement # P17-109R

April 28, 2017

Asbestos & Environmental Consulting Corp. ~ 6308 Fly Road, East Syracuse, NY 13057 ~ (315) 432-9400 ~ (315) 432-9405 fax

ATTACHMENT F

AECC Terms & Conditions

ASBESTOS & ENVIRONMENTAL CONSULTING CORPORATION (AECC)

TERMS & CONDITIONS

1. **Services.** This Agreement is entered into between Client and Asbestos & Environmental Consulting Corporation ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these Terms & Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not the responsibility of the Consultant. This Agreement, including the contents of the proposal and the Terms & Conditions, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client. All time and mileage shall be billed from portal to portal from the nearest AECC office.
2. **Payment.** Client shall pay invoices within fifteen (15) days of receipt. Invoices not paid within fifteen (15) days of the invoice date shall be subject to a late payment fee of 1 1/2% per month from the date of invoice (18% annually). For municipal Clients in New York State, late payment fees shall be incurred up to 9% annually.
3. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
6. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
7. **Samples.** All samples shall remain the property of the Client. Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples.
8. **Client Responsibilities.** Client shall bear sole responsibility for (a) overall jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
9. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
10. **Indemnification.** The Consultant and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
11. **Attorneys' Fees.** Client agrees to pay upon demand all of Consultant's costs and expenses, including Consultant's reasonable attorneys' fees and disbursements, incurred in connection with the enforcement of this Agreement.
12. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination. This shall include weather related conditions.
13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York. If any term herein is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect. If there is a lawsuit, Client hereby submits to the jurisdiction of the courts of and located within in Onondaga County, New York. Nothing herein shall affect the right of the Consultant to bring any action or proceeding against the Client or its property in the courts of any other jurisdiction.
14. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

RESOLUTION NO.: 129 -2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ORANGE COUNTY
RURAL DEVELOPMENT ADVISORY CORPORATION TO THE PREMISES KNOWN
AS 20 SOUTH MILLER STREET (SECTION 30, BLOCK 2, LOT 37)**

WHEREAS, on January 30, 1996, the Newburgh Community Development Corporation conveyed property located at 20 South Miller Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 2, Lot 37, to Orange County Rural Development Advisory Corporation; and

WHEREAS, the Newburgh Community Development Corporation was dissolved by New York State Legislature effective October 15, 2012 by the Session Laws of 2012, Chapter 373, Section 43 which also provided that any existing records, property, rights, titles, and interest of the Newburgh Community Development Agency shall vest in and be possessed by the City of Newburgh; and

WHEREAS, by Resolution No. 47-2017 of February 27, 2017, this Council authorized the sale of 20 South Miller Street to Habitat for Humanity of Greater Newburgh, Inc., who has requested that the City of Newburgh release of the covenants contained in the deed from the Newburgh Community Development Agency to Orange County Rural Development Advisory Corporation in order to secure a standard policy of title insurance to the property; and

WHEREAS, it has been determined that such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5 and 6 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, and as the successor in interest to the Newburgh Community Development Corporation, 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 20 South Miller Street, Section 30, Block 2, Lot 37, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in a deed dated January 30, 1996, from the CITY OF NEWBURGH to DWELLING GROUP, INC., recorded in the Orange County Clerk's Office on December 2, 1996, in Liber 4490 of Deeds at Page 49 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.

RECORD & RETURN TO:

RESOLUTION NO.: 130 - 2017

OF

MAY 22, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 104 RENWICK STREET (SECTION 45, BLOCK 5, LOT 21)
AT PRIVATE SALE TO WARREN TOM FOR THE AMOUNT OF \$4,720.00**

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

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

WHEREAS, the City of Newburgh desires to sell 104 Renwick Street, being more accurately described as Section 45, Block 5, Lot 21 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before August 25, 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>
104 Renwick Street	45 - 5 - 21	Warren Tom	\$4,720.00

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

Terms and Conditions Sale
104 Renwick Street, City of Newburgh (45-5-21)

STANDARD TERMS:

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

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before August 25, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 131 - 2017

OF

MAY 22, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 44 JOHNES STREET, UNIT 206-J (SECTION 58, BLOCK 1, LOT 1.-16)
AT PRIVATE SALE TO BISSAR ALVIN MOONESAR
FOR THE AMOUNT OF \$24,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 44 Johnes Street, Unit 206-J being more accurately described as Section 58, Block 1, Lot 1.-16 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 August 25, 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 206-J	58 - 1 - 1.-16	Bissar Alvin Moonesar	\$24,000.00

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

Terms and Conditions of Sale
44 Johnes Street, Unit 206-J, City of Newburgh
(58-1-1.-16)

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 property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
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 August 25, 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 successful bidder after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 132 - 2017

OF

MAY 22, 2017

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE NEWBURGH COMMUNITY LANDBANK

WHEREAS, the Newburgh Community Land Bank was incorporated pursuant to Article 16 and Section 402 of the Not-for-Profit Corporation Law and is a Type C Not-For-Profit corporation as defined in Section 201 of the Not-For-Profit Corporation Law; and

WHEREAS, the mission of the Newburgh Community Land Bank is to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, upon the request of the Newburgh Community Land Bank, this Council has determined that transferring title of the parcels on the attached Schedule "A" 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 that the sale of the properties on the list attached hereto as Schedule "A" to the Newburgh Community Land Bank be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to the Newburgh Community Land Bank; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule "B"; and

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

SCHEDULE "A"

SECTION	BLOCK	LOT	STREET NUMBER	STREET
18	4	22	135	Chambers Street
18	4	21	137	Chambers Street
30	2	1	193	First Street
21	2	15	360	First Street
30	2	9	45	Johnston Street
30	4	39	45A	Lander Street
18	4	34	133	Lander Street
18	4	35	135	Lander Street
18	4	36	137	Lander Street
18	4	37	139	Lander Street
18	3	8	168	Lander Street
30	1	18	23	S. Miller Street
30	1	17	25	S. Miller Street
44	3	14	116	William Street
44	3	15	118	William Street
44	3	17	122	William Street
45	15	15	123	William Street
45	15	14	125	William Street
44	3	19	126	William Street
44	3	20	128	William Street

NEWBURGH COMMUNITY LAND BANK
DISPOSITION OF REAL AND PERSONAL PROPERTY POLICY

SECTION 1. PURPOSE. This policy (the "Policy") sets forth guidelines for the Land Bank's disposal of real and personal property in accordance with the mission and purpose of the Land Bank and all applicable law.

SECTION 2. DEFINITIONS.

a. "Land Bank" shall mean the Newburgh Community Land Bank.

b. "Contracting Officer" shall mean the person responsible for the Land Bank's compliance with, and enforcement of, this Policy and such person shall be the Executive Director of the Land Bank.

c. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with Section 2897 of the New York Public Authorities Law.

d. "Property" shall mean personal property in excess of five thousand dollars (\$5,000) in value, real property regardless of value, and any other interest in property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

SECTION 3. GENERAL DUTIES.

a. The Land Bank shall:

i. Maintain adequate inventory controls and accountability systems for all property owned by the Land Bank and under its control; ii. Periodically inventory such property to determine which property may be disposed of; iii. Produce a written report of such in accordance with Section 3(b); and iv. Transfer or dispose of such property as promptly as possible in accordance with this Policy.

b. The Land Bank shall:

i. Publish, not less frequently than annually, a report listing all real property owned by the Land Bank. Such report shall consist of a list and full description of all real and personal property disposed of during such period. The report shall contain the price received by the Land Bank and the name of the purchaser for all such property sold by the Land Bank during such period; and
ii. Deliver copies of such report to all agencies required by law including the Comptroller of the State of New York, the Director of the Budget of State of New York, the Commissioner of the New York State Office of General Services, the Director of the Authority Budget Office and the New York State Legislature (via distribution to the majority leader of the senate and the speaker of the assembly).

iii. Maintain and make available for public review and inspection a complete inventory of all real property dispositions by the Land Bank. Such inventory shall include a complete copy of the sales contract including all terms and conditions including, but not limited to, any form of compensation received by the Land Bank or any other party which is not included within the sale price. All property dispositions shall be listed on the property disposition inventory established pursuant to this subsection (iii) of this Section 3(b) within one week of disposition. Such records shall remain available for public inspection in the property disposition inventory indefinitely.

SECTION 4. TRANSFER OR DISPOSITION OF PROPERTY.

a. **Supervision and Direction.** Except as otherwise provided herein, the Contracting Officer shall have supervision and direction over the disposition and sale of property of the Land Bank. The Land Bank shall have the right to dispose of its property for any valid purpose.

b. **Custody and Control.** The custody and control of Land Bank property, pending its disposition, shall be performed by the Contracting Officer.

c. **Method of Disposition.** Unless otherwise permitted, the Land Bank shall dispose of property for not less than its fair market value by sale, exchange, or transfer, for cash, credit, or other consideration as provided for herein, with or without warranty, and upon such other terms and conditions as the Land Bank or the Contracting Officer deems proper. The Contracting Officer may execute such documents for the transfer of title or other interest in property and take such other action as is necessary or proper to dispose of such property under the provisions of this section. Provided, however, except in compliance with all applicable law, no disposition of real property, or any interest in real property shall be made unless an appraisal of the value of such property has been made by an independent appraiser and included in the record of the transaction, and, provided further, that no disposition of any other property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property shall be made without a similar appraisal.

d. **Validity of Deed, Bill of Sale, Lease, or Other Instrument.** A deed, bill of sale, lease, or other instrument executed by or on behalf of the Land Bank, purporting to transfer title or any other interest in property of the Land Bank in accordance herewith shall be conclusive evidence of compliance with the provisions of this Policy and all applicable law insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to transfer of title of such property.

e. **Bids for Disposal; Advertising.**

i. Except as permitted by applicable law, all disposals or contracts for disposal of property made or authorized by the Land Bank shall be made after publicly advertising for bids except as provided in Section 4(f).

ii. Whenever public advertising for bids is required under subsection (i) of this Section 4(e):

1. the advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall permit full and free competition consistent with the value and nature of the property proposed for disposition;

2. all bids shall be publicly disclosed at the time and place stated in the advertisement;

3. the award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the advertisement for bids, will be most advantageous to the Land Bank, price and other factors considered; provided, that all bids may be rejected at the Land Bank's discretion.

f. Disposal of Property by Negotiation or Public Auction. Disposals and contracts for disposal of property may be negotiated or made by public auction without regard to Section 4(e) but subject to obtaining such competition as is feasible under the circumstances, if:

i. the personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or the personal property is to be sold in such quantity that, if it were disposed under subsections (i) and (ii) of this Section 4(e), would adversely affect the state or local market for Page 4 of 10 such property, and the estimated fair market value of such property and other satisfactory terms of disposal can be obtained by negotiation;

ii. the fair market value of the property does not exceed fifteen thousand dollars;

iii. bid prices after advertising therefore are not reasonable, either as to all or some part of the property, or have not been independently arrived at in open competition;

iv. the disposal will be to the state or any political subdivision, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;

v. the disposal is made pursuant to Section 4(g); or

vi. such action is otherwise authorized by law.

g. Disposal of Property for Less than Fair Market Value.

i. No asset owned, leased or otherwise in the control of the Land Bank may be sold, leased, or otherwise alienated for less than its fair market value except if:

1. the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity; or
2. the purpose of the transfer is within the purpose, mission or governing statute of the Land Bank; or
3. such action is otherwise authorized by law.

ii. In the event a below fair market value asset transfer is proposed, the following information must be provided to the Board of Directors of the Land Bank and the public:

1. a full description of the asset;
2. an appraisal of the fair market value of the asset and any other information establishing the fair market value sought by the Land Bank;
3. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the asset is situated as are required by the transfer;
4. a statement of the value to be received compared to the fair market value;
5. the names of any private parties participating in the transfer, and if different than the statement required by subsection 4 of this Section 4(g)(ii), a statement of the value to the private party; and
6. the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.

iii. Before approving the disposal of any property for less than fair market value, the Board of Directors of the Land Bank shall consider the information described in subsection (ii) of this Section 4(g) and make a written determination that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of such transfer.

h. Board Approval for Disposition of Property. The Land Bank shall not sell, lease, encumber, or alienate real property, improvements, or personal property unless authorized by a majority vote of the Board of Directors.

i. Explanatory Statement.

i. An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:

1. any personal property which has an estimated fair market value in excess of fifteen thousand dollars;

2. any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to subsections (3) and (4) of this Section 4(i);

3. any real property disposed of by lease if the estimated annual rent over the term of the lease is in excess of fifteen thousand dollars;

4. any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.

ii. Each explanatory statement shall be transmitted to the persons or agencies entitled to receive copies of the report required under applicable law not less than ninety (90) days in advance of such disposal, and a copy thereof shall be preserved in the files of the Land Bank.

SECTION 5. BUYER QUALIFICATIONS AND PRIORITIES AS TO THE NATURE OF The TRANSFEREE

a. Land Disposition Policies

1. The transferee must not own any real property that: a) has any unremediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.

2. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
3. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
4. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
5. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
6. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
7. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
8. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.
9. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
10. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
11. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).

12. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.

13. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

b. The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure within a time frame negotiated by the Land Bank.

2. The property may not be used solely as rental property.

3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either:
a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or b) repay the land bank the difference between the purchase price and the initial fair market value.

SECTION 6. MISCELLANEOUS.

a. Modification and Amendment; Filing. These guidelines are subject to modification and amendment at the discretion of the Land Bank and shall be filed annually with all local and state agencies as required under applicable law.

b. Posting on the Land Bank Website. This Policy shall be posted on the Land Bank's website.

c. Annual Review. This Policy shall be reviewed annually by the Land Bank

RESOLUTION NO.: 133 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AMENDED LICENSE AGREEMENT WITH THE NEWBURGH PRESERVATION
ASSOCIATION TO ALLOW CONTINUED ACCESS TO OLD TOWN CEMETERY**

WHEREAS, The City of Newburgh owns certain property located at 215 Grand Street, Newburgh, NY, more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh, also known as Old Town Cemetery; and

WHEREAS, by Resolution No. 154-2015 of July 13, 2015, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of repairs, maintenance and improvements to the Old Town Cemetery in connection with a Veterans Day Project and to conduct educational tours for the students attending public or private schools within the City of Newburgh at no cost to the City; and

WHEREAS, by its terms, the license agreement terminated on November 11, 2015 and The Newburgh Preservation Association has advised that they will continue to perform maintenance and repair work and educational activities and the City Council of the City of Newburgh finds that permitting continued access for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amended license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of continuing repairs, maintenance, improvements and educational activities in the Old Town Cemetery.

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 THE NEWBURGH PRESERVATION ASSOCIATION, INC., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, New York 12551 as "LICENSEE";

WITNESSETH THAT:

Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents, volunteers and contractors known as Old Town Cemetery, 215 Grand Street, Newburgh, NY, and more accurately described as Section 12, Block 1, Lot 12 on the official 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:

First: Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at Old Town Cemetery, 215 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, in connection with a Veterans Day Project, for the purposes of and to perform maintenance, repairs and make improvements to property owned by Licensor and used as and for a cemetery and memorial to the original eighteenth and nineteenth century colonial settlers; to maintain, repair and enhance said property, including but not limited to venting and capping the Robinson Mausoleum, restoring the fencing and original cemetery sign, landscaping and any and all other work appurtenant thereto; and to conduct educational tours for the students attending public or private schools within the City of Newburgh. The term "maintenance" shall not include grass mowing, shoveling, or normal upkeep of the property historically performed by the Licensor.

Second: Licensee shall install, repair and maintain said improvements on said premises in such location and position and as to any such work upon or under property of Licensor in such manner as will be satisfactory to Licensor. All work and improvements shall be deemed satisfactory to Licensor unless written notice of unsatisfactory work and improvements is delivered to Licensee before December 31st of the year the work is performed.

Third: Licensee agrees to do such work 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.

Fourth: Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Fifth: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licensor is a self-insured municipality. All contracts by which Licensee retains consultants and/or contractors to perform these tasks, the consultants and/or contractors shall post evidence of and shall maintain throughout the term of such contracts public liability insurance naming the Licensor as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Sixth: This Agreement and the license or privilege, as well as all liability of the parties hereto, hereby given shall expire and terminate on December 31, 2021, 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.

Seventh: This Agreement eliminates the application fee and insurance requirement for Licensee to apply to the Licensor for permits to assemble for educational groups, tours, and or events organized by the Licensee.

Eighth: 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.

Ninth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

Remainder of this page intentionally left blank

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

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

NEWBURGH PRESERVATION ASSOCIATION

LICENSEE

By: _____
Executive Officer

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 134 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ORANGE-ULSTER BOCES
FOR PROFESSIONAL RECORD MANAGEMENT SERVICES**

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Orange-Ulster BOCES; and

WHEREAS, the agreement provides assistance and guidance in the inventory, retention and storage of the City's municipal records presently stored throughout 123 Grand Street in the form of consulting services; and

WHEREAS, the cost for these services is \$22,000.00 and shall be derived from funds appropriated in the adopted 2017 budget; and

WHEREAS, this Council has determined that entering into this 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 the agreement with Orange-Ulster BOCES, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost \$22,000.00 for consulting services in the inventory, retention and storage of the City's municipal records.

ADMINISTRATION
William J. Hecht
District Superintendent/CEO
Deborah McBride Heppes
Assistant Superintendent for Finance
Theresa A. Reynolds
Assistant Superintendent for Instruction
Sharleen Depew
Clerk of the Board



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Martha Bogart
William M. Boss
David Eaton

Sheila Almond
Information Processing Manager
sheila.almond@ouboces.org

April 18, 2017

Deirdre Glenn
City Of Newburgh
83 Broadway
Newburgh, NY 12550

Dear Deirdre,

It was a pleasure meeting with you and David regarding the City of Newburgh's records management needs. It appears that the City is in need of a records inventory at the Grand Street location, earmarking of records held past their retention and a plan moving forward. To summarize:

Topics of discussion from the April 10, 2017 meeting:

- Inactive storage areas upstairs and in the basement
- Need for electronic maps and plans
- Additional boxes sent to inactive a storage that have not been logged in the database
- Retention of records series
- Separation of police records, court records and legal files
- Creation of inactive storage in the basement
- Plan to vacate upstairs, sort the records, layout the basement shelving and potential for OUB to store the archival/historical records
- Plan to digitize permanent records in the future and organize six year retained items for annual destruction of records according to the MU-1 retention schedule.
- Provide training for City staff to box, label and transport of the boxes to the inactive storage room

OUB observation and initial recommendations:

- The OUB, utilizing the database and visual inventory, will earmark all Police records and Court records.
- The City staff will relocate Police records and Court records to their respective departments (Newburgh City Staff).
- OUB will confirm that all Legal records are contained to one room for future purging and adherence to the retention schedule.

- The City will provide a printed copy of the database or an electronic copy for the OUB to document obsolete boxes/records.
- The OUB Specialists will earmark records held past retention according to the MU-1

with a 

- The City will make arrangements for the shredding of these boxes.
- Once the obsolete documents/records are removed the OUB Records Management Specialists will utilize the City Records Management Database in conjunction with visual inventory to document the remaining records. Facility staff support will be needed sporadically throughout the inventory to assist the OUB staff.
- Creation of Records Management Plan to document what you have in the building storage areas, document recommendations and a plan to provide training for staff on retention of records series.
- The OUB will train personnel on retention, boxing records and efficient labeling
- Provide costs for each project and solicit grant funds for projects as the numbers become available.

The Orange-Ulster BOCES (OUB) Office of Records Management has successfully completed many inventory projects for school districts and municipalities throughout several counties over the course of 20 years. The OUB will inventory and assess the City's inactive records at 123 Grand Street, earmark obsolete records for immediate destruction that were retained past their retention according to the MU-1 retention schedule from the NY State Archives. Also, I will include a consultant fee to analyze and prepare a records management plan for the City, including policies and procedures.

Intended results of the inventory and records management plan creation:

- The City staff will begin to implement a uniform filing system and process for inactive records.
- Records that are obsolete will be destroyed according to the NYS records retention schedule MU-1.
- The City will work with the OUB staff to establish guidelines for the City's inactive, archival records.
- A records management plan will be created as the results of the analysis and needs assessment.
- The staff will be trained by the OUB Records Management Specialists to follow through with the recommendations put forth in the plan developed.
- The City employees will learn about the retention schedule and implement its use in their departments as they will be present while their records are evaluated.
- The facility staff will also be trained in the proper procedures in transferring records to the inactive storage area.
- The findings will support an LGRMIF grant application and/or City funded record management projects.

In turn:

- all boxes will be identified
- accessibility to records will increase
- misfiles lessened
- retrieval greatly increased and less staff time to locate records
- more cost effective
- suitable space for growth
- a portion of the district records will be prepared for future microfilming and/or digitizing
- data documented for LGRMIF grant application

The OU BOCES offers the following for the inventory, assessment and Records Management Plan:

Inventory/Assessment and Earmarking Obsolete Records:

A per day rate of \$700.00 for two (or \$1,400.00 per day for four) OUB Records Management Specialists will allow the OUB to complete the aforementioned tasks. The challenge is to address the voluminous number of boxes, document the obsolete records in the database printed file, *compare and update the database if requested*, create a Records Management Plan to jumpstart the City of Newburgh Records Management Program.

Report and Records Management Plan:

Report of findings, areas of concern and recommendations will be incorporated into the records management plan created by the Information Processing Manager from OUB with district input throughout the process: \$700.00.

Please return the signed proposal for project for scheduling. Please let me know if you have any questions.

Sincerely,

Sheila Almond
Information Processing Manager

Signature approval for proposal

Date

Printed Name

Title

PO # _____

RESOLUTION NO.: 135 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-MUNICIPAL AGREEMENT WITH THE
COUNTY OF ORANGE AS PART OF THE FY 2015 STATE LAW ENFORCEMENT
TERRORISM PREVENTION PROGRAM, DEPARTMENT OF HOMELAND
SECURITY AND EMERGENCY SERVICES TO PROVIDE THE NEWBURGH
POLICE DEPARTMENT WITH FIVE (5) MOBILE DATA TERMINALS AND
PERIPHERALS**

WHEREAS, the City of Newburgh wishes to enter into an Inter-Municipal Agreement with the County of Orange as part of the FY 2015 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project LE15-1006-D00; and

WHEREAS, the County will be purchasing and assigning to the City of Newburgh Police Department five (5) mobile data terminals and peripherals, with a maximum expenditure of \$18,000.00 and a match of in-kind services; and

WHEREAS, the funding will cover the period of September 1, 2015 and through August 31, 2018; and

WHEREAS, this Council has reviewed the attached Inter-Municipal Agreement and determined it to 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 hereby is authorized to execute the attached Inter-Municipal Agreement between the County of Orange and the City of Newburgh as part of the FY 2015 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services; 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.



INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into this February 16, 2017, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York 10924 (hereinafter "the COUNTY"), and the City of Newburgh, of the State of New York, with its principal offices at, 83 Broadway, City Hall Newburgh, NY 12550 New York (hereinafter "the MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY administers Federal and State Homeland Security funds under the implementing authority of the Sheriff of Orange County, an independent elected official, pursuant to the laws, rules and regulations of the State of New York. The MUNICIPALITY has no such comparable department or function.

The COUNTY and the MUNICIPALITY wish to cooperate in the management, updating, and implementation of the New York State Department of Homeland Security and Emergency Services' Strategy. To facilitate the Goal of expanding our regional capability to respond to a terrorist or all-hazard event, enhancing counter-terrorism investigative and law enforcement capability, upgrading intelligence analysis and production levels, protecting critical infra-structure and to prevent or protect against a chemical, biological, radiological, nuclear or explosive ("CBRNE") event, the COUNTY has applied for and been granted funding from the Federal Department of Homeland Security, administered by the New York State Department of Homeland Security and Emergency Services ("DHSES") entitled: FY 2015 State Law Enforcement Terrorism Prevention Program, Department of Homeland Security and Emergency Services (DHSES) Project # LE15-1006-D00, Objective # 3 Work plan code 01. Period of Performance is from September 1, 2015, through August 31, 2018.

The grant award information sheet is provided in the grant agreement between DHSES and the County, a copy of which is annexed hereto as Schedule "A".

It is the intention of the COUNTY, in order to carry out the goals of the program, to purchase and assign to the MUNICIPALITY Five (5) Mobile Data Terminals and

peripherals (hereinafter "Equipment"), with a maximum expenditure of \$18,000.00. The expenditure of these funds, the use of the Equipment, and activity of the parties relating to such Equipment, shall be in full compliance with the terms and conditions of this Inter-Municipal Agreement (hereinafter "IMA"), and such terms as set forth under the grant agreement between the COUNTY and the DHSES, which provided the underlying funding to the COUNTY. (Schedule "A").

ARTICLE 2. ADDITIONAL TERMS OF AGREEMENT

The MUNICIPALITY agrees to receive and utilize the Equipment pursuant to the terms of this IMA. The MUNICIPALITY agrees to carry out the designated and intended purpose(s) of the Equipment. The MUNICIPALITY agrees and understands that said Equipment shall be made available for use regionally by law enforcement for as long as the Equipment is serviceable and in its possession at the time of the request. The MUNICIPALITY shall not dispose of Equipment without written permission from the COUNTY, who may ask that the Equipment be returned to the COUNTY for disposal. The MUNICIPALITY shall, at its own cost and expense, have the Equipment maintained, serviced and repaired (as necessary).

The MUNICIPALITY shall, upon receiving due notice from the COUNTY, have the Equipment (and all associated records, including, but not limited to, all books and documents relevant to the care, maintenance and upkeep of the Equipment) available for a physical inspection and/or audit. For purposes of the Article, due notice shall mean a period of time not to exceed five (5) business days.

The MUNICIPALITY shall provide such information and/or supporting documentation requested by the COUNTY to assist the COUNTY in obtaining

reimbursement for the costs incurred in purchasing the Equipment.

The MUNICIPALITY shall comply with all terms and conditions in the grant agreement entered into by the COUNTY and the DHSES (Schedule "A"), including such terms and conditions imposing an obligation and/or restriction on the COUNTY. This includes, but is not limited to, Appendix A, Appendix A-1, Appendix C, and any statute, regulation, or guidance document referenced therein.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the Equipment from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Equipment herein provided. The MUNICIPALITY further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) is required by the Orange County

Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this Agreement, or (2) submits such a Disclosure form and (a) discloses his/her interest in this Agreement, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover the Equipment. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest or obligations under this Agreement, or enter into a subcontract relating to the Equipment to be purchased under this Agreement, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 7. RETENTION OF RECORDS

The MUNICIPALITY agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the Equipment is returned to the COUNTY or after final disposition of the Equipment. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY or representatives of the New DHSES or the Federal Department of Homeland Security. The MUNICIPALITY shall submit any and all

documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY through a representative of the Implementing Agency of the COUNTY as proscribed by contract with the DHSES for the Fiscal Year 2015 State Law Enforcement Terrorism Prevention Program, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, in the use, in the use of the Equipment.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this agreement, or (3) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this Agreement, the MUNICIPALITY shall comply with any and all closeout procedures of the COUNTY, including, but not limited to, accounting for and returning to the COUNTY within thirty (30) days, all Equipment received by the MUNICIPALITY pursuant to this Agreement.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the Equipment procured by the COUNTY will no longer be used by the MUNICIPALITY without the express written consent of the COUNTY.

Notwithstanding any other provision of this Agreement, The MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of the Agreement or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the terms of this Agreement, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this Agreement.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this Agreement, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize all Equipment purchased under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Equipment is purchased.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to

this Agreement that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for

therein, the provisions of this Agreement shall apply with full force and effect to any such amendment, modification or change order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth below.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: Michael Ciaravino
Title: City Manager

DATE: _____

DATE: _____

SCHEDULE A

SCOPE OF SERVICES

- COUNTY MOBILE SOFTWARE APPLICATIONS. On request of the COUNTY, MUNICIPALITY shall make the Equipment available to the COUNTY, or its vendor to facilitate the COUNTY loading such applications the COUNTY deems necessary for countywide information sharing and 911 communication services.
- EQUIPMENT AVAILABILITY. On request by the COUNTY, MUNICIPALITY shall make the Equipment available for regional emergency services response as directed by the COUNTY.
- MAINTENANCE. MUNICIPALITY shall maintain and repair the Equipment at its sole cost and expense.
- INSURANCE. MUNICIPALITY shall procure and maintain insurance at its sole cost and expense covering not less than the replacement value of the Equipment. Such insurance shall name the following parties as additional insured:
 - "COUNTY OF ORANGE, Office of the Orange County Sheriff, 110 Wells Farm Road, Goshen, New York"; and
 - "STATE OF NEW YORK, DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, 1220 Washington Avenue, Building 7A, Suite 710, Albany, New York 12242."

MUNICIPALITY shall provide the COUNTY with certificates of insurance evidencing the MUNICIPALITY's compliance with these requirements prior to execution of this Agreement by the COUNTY and no later than the expiration of the certificate then on file with the COUNTY.

CERTIFICATE OF AUTHORITY

I, Michael Claravino, hereby certify as follows:

I am the (title) City Manager of the City of Newburgh. On _____, 2017, I executed the Inter-Municipal Agreement between the County of Orange and the City of Newburgh. At the time of this execution I was duly authorized to execute such Agreement, and that such authority was in full force and effect.

Signature: _____

Print Name: Michael Claravino

Address: 83 Broadway, Newburgh, NY 12550

Date: _____

ACKNOWLEDGEMENT

State of New York
County of Orange

On the _____ day of _____, 2017, before me, the undersigned, personally appeared, Michael 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.

Notary Public

RESOLUTION NO.: 136 - 2017

OF

MAY 22, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE
TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT
140 BROADWAY FOR THE TUESDAY FARM MARKET**

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Tuesday Farm Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and seventeen, by and between the HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and 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";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and 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:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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:

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities 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.

Third: Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensors harmless against any claims, actions and proceedings brought against Licensors arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensors as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Fifth: This Agreement and the license or privilege term is from July 4, 2017 to October 31, 2017.

Seventh: 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 hold said premises.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By:

MICHAEL G. CIARAVINO
City Manager
Per Resolution No.:

HOUSE OF REFUGE
LICENSEE

By:

BISHOP JEFFREY WOODY

Approved as to Form:

KATHRYN MACK
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 137 - 2017

OF

MAY 22, 2017

A RESOLUTION DEDICATING A PORTION OF SOUTH STREET
FROM CHAMBERS STREET TO LIBERTY STREET
AS PASTOR EULA MAY BROCK WAY

WHEREAS, Pastor Eula Mae Turner-Brock was very deeply committed to the parents and children of the City of Newburgh, New York; and

WHEREAS, Pastor Brock began her career of service by working as a Childcare Counselor for Family Counseling Health Services working with parents and children to teach them critical communications skills; and

WHEREAS, after finding her true calling, Pastor Brock became a member of the Mt. Carmel Church of Christ, Disciples of Christ and served as a Sunday School Teacher, Bible Study Teacher Missionary, Senior Choir and Gospel Choir Member and Adult Counselor, and then answered the call to preach by founding the New Beginners Church of Christ, Disciples of Christ which continues to thrive on South Street; and

WHEREAS, Pastor Brock was known as the Mayor of South Street and her community involvement included supporting National Night Out, feeding and clothing the homeless, serving on the Board of directors for the Coalition for People's Rights, advocating before the City Council, founding and coordinating World AIDS Day and supporting the Black History Committee of the Hudson Valley; and

WHEREAS, Pastor Brock was recognized and honored for her religious and community work by Living In Jesus Ministry, the Northeastern District Assembly and the City of Newburgh and received the Home Mission Convention ASJ Sick Award and the Distinguished Service Award from the General Assembly Church of Christ, Disciples of Christ; and

WHEREAS, it is fitting and appropriate that Pastor Brock's life and work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles she represented;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Pastor Brock's dedicated service to the Newburgh Community, that the portion of South Street from Chambers Street to Liberty Street be dedicated to her honor, as Pastor Eula Mae Brock Way, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Pastor Brock's family; and that a copy of this resolution be forwarded to her family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 138 - 2017

OF

MAY 22, 2017

A RESOLUTION DEDICATING FARRINGTON STREET AT LANDER STREET
AS TIMOTHY HAYES-EL WAY

WHEREAS, Timothy Antonio Hayes-El was a lifelong resident of the City of Newburgh, New York; and

WHEREAS, Mr. Hayes-El's passion for the sport of boxing earned him numerous trophies in the 1980's in the Golden Gloves and he also had a passion for poetry which he performed in Mt. Vernon, New York and New York City with Collective Flow; and

WHEREAS, Mr. Hayes-El also was a youth advocate for the Newburgh Community and started a Stop the Violence Awareness Program and Boxing for Life, a program for inner City youth to promote discipline, self-awareness, respect and self-defense; and

WHEREAS, in order to improve the lives of his people, Mr. Hayes-El was a candidate for City Council and gave all that he had to help those who asked for his assistance; and

WHEREAS, it is appropriate that Mr. Hayes-El's life and his work be permanently memorialized by the City of Newburgh to serve as a reminder of our ongoing obligations to treat one another with tolerance, compassion and understanding;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Mr. Hayes-El's dedication to the City of Newburgh, that Farrington Street at Lander Street be dedicated to his honor as "Timothy Hayes-El Way" and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Mr. Hayes-El's family; and that a copy of this resolution be forwarded to his family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 139 - 2017

OF

MAY 22, 2017

A RESOLUTION DEDICATING A PORTION OF ROE STREET FROM
FULLERTON AVENUE TO NEWBURGH FREE ACADEMY
AS FREDERICA WARNER WAY

WHEREAS, Frederica Hunter Warner is a dedicated member of the Greater Newburgh community and will be celebrating her 100th birthday on December 14, 2017 and has devoted her life to the City of Newburgh and the surrounding area by improving the lives of others by her selfless service to the community; and

WHEREAS, Ms. Warner is the founder of Meals on Wheels of Greater Newburgh, and continues to serve as the Executive Director Emeritus and she served City of Newburgh as a member of the Zoning Board of Appeals for 25 years and as a poll worker on primary and election days; and

WHEREAS, during her long and expansive involvement in community service, Ms. Warner has served as an officer or board member of numerous community organizations including Habitat for Humanity of Greater Newburgh, the Amos & Sarah Holden Home, the McQuade Foundation, the Orange County Professional Advisory Committee, the Liberty Street Day Care Center, Business and Professional Woman's Club, New York State Church Women United, Orange Area United Fund, Zonta International, the Orange County Human Rights Committee, and Christian Personhood, United Methodist Women, Hudson West District; and

WHEREAS, numerous organizations have bestowed community and distinguished service awards on Ms. Warner such as the Newburgh Jaycees, Newburgh Free Academy Black Humanitarian Award, the United Way of Orange County, Historic Newburgh, Mount Saint Mary College, Temple Beth Jacob, the New York State Senate and the Newburgh Developers Association; and

WHEREAS, it is fitting and appropriate that Ms. Warner's life and community service be permanently memorialized by the City of Newburgh to serve as a reminder of the selfless principles she represents;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Ms. Warner's outstanding service to the Newburgh Community, that the portion of Roe Street from Fullerton Avenue to Newburgh Free Academy be dedicated to her honor, as Frederica Warner Way, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by Ms. Warner's family; and that a copy of this resolution be forwarded to Ms. Warner, her family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

RESOLUTION NO.: 140-2017

OF

MAY 22, 2017

A RESOLUTION AMENDING THE 2017 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) INTERN POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City Council approved funding for a pavement management plan to be developed for the City of Newburgh; and

WHEREAS, The Cornell Asset Management Program offers assistance to the City by training a qualified intern to collect the pavement inventory and condition data and utilize the Cornell Asset Management Program—Roads and Streets software to create a five-year maintenance plan for the municipal road network; and

WHEREAS, the hiring of an intern to prepare the pavement management plan will be on a temporary basis and funding for such position will be derived from A.5110.0206 DPW Streets and Bridges-Highway Resurfacing; and

WHEREAS, the City Council has determined that adding one intern position in the Department of Public Works to prepare the pavement management plan 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 Personnel Analysis Book for the fiscal year 2017 be amended, and that there be and hereby is created one (1) intern position on a temporary basis in the Department of Public Works.

RESOLUTION NO.: 141 - 2017

OF

MAY 22, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH PROGRESSIVE CASUALTY INSURANCE COMPANY A/S/O
ESSENCE MAJURIE IN THE AMOUNT OF \$4,651.71

WHEREAS, Progressive Casualty Insurance Company a/s/o Essence Majurie 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 Four Thousand Six Hundred FiftyOne and 71/100 Dollars (\$4,651.71) 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 Progressive Casualty Insurance Company a/s/o Essence Majurie in the total amount of Four Thousand Six Hundred FiftyOne and 71/100 Dollars (\$4,651.71) 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.: 142-2017

OF

MAY 22, 2017

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 4983-2016 INVOLVING SECTION 31, BLOCK 5, LOT 8.1 (WEST SHORE HUDSON, LLC)

WHEREAS, West Shore Hudson, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2016-2017 tax assessment year bearing Orange County Index No. 4983-2016; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, West Shore Hudson, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 31-5-8.1 be reduced to a market value of \$728,700.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment are hereby accepted pursuant to the provisions of the General City Law and other related laws; and

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
WEST SHORE HUDSON LLC,

Petitioner,

CONSENT JUDGMENT

- against -

CITY OF NEWBURGH, a Municipal Corporation,
Its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Index No. - 2016-4983

Respondents.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the 2016-2017 tax year, as follows:

Tax Map No. 31-5-8.1

be reduced in market value, prior to the application of any real property tax exemptions, if any, as follows:

<u>Assessment Year</u>	<u>Original Assessment</u>	<u>Revised Assessment</u>	<u>Amount of Reduction</u>
2016-2017	\$860,000	\$728,700	\$131,300

and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2016-2017 School, County and City taxes be adjusted accordingly and that any

overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CORBALLY, GARTLAND & RAPPLEYEA, LLP as attorneys for the Petitioner, who are to

hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2017, 2018 and 2019 assessment years; and it is further,

ORDERED, that in the event that the refund is made within sixty (60) sixty days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: June __, 2017
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:
Per Res. No.

KAREN HAGSTROM, ESQ.
Corbally, Gartland & Rappleyea, LLP
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorney for Respondents
Dated: