



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

May 14, 2018
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of April 23 2018
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City
Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 106 -2018 - NYCOMCO Agreement - Radio improvements
Resolution authorizing the City Manager to execute a lease agreement with New York Communications Company, Inc. for communications equipment, service and maintenance for the City of Newburgh with a start-up cost of \$4,600.00 and \$271.00 per month for 72 months. (George Garrison, Michelle Kelson & Katie Mack)

Una resolución autorizando al Gerente de la Ciudad un acuerdo de arrendamiento con "New York Communications Company, Inc." Para equipos de comunicación, servicio y mantenimiento para la Ciudad de Newburgh con un costo inicial de \$4,600.00 y \$271.00 cada mes por 72 meses. (George Garrison, Michelle Kelson y Katie Mack)

7. Resolution No. 107 -2018 Authorizing the 2017/2018 MS4 Annual Report
Resolution accepting the 2018 MS4 Annual Report and authorizing the City Manager to execute the certification on behalf of the City of Newburgh.

(Jason Morris)

Una resolución aceptando el Reporte Anual MS4 del 2018 y autorizando al Gerente de la Ciudad para ejecutar la certificación por parte de la Ciudad de Newburgh. (Jason Morris)

8. Resolution No. 108 - 2018 Accept Orange County Tourism Grant monies

Resolution authorizing the City Manager to accept an Orange County tourism grant in the amount of \$4,999.00 in support of the Newburgh Illuminated Festival. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención de Turismo del Condado de Orange por la cantidad de \$4,999.00 en apoyo del Festival Newburgh Iluminado. (Katie Mack)

9. Resolution No. 109 - 2018 Fireworks Contract 2018

Resolution authorizing the City Manager to accept a proposal and execute a contract with Fireworks Extravaganza for the 2018 City of Newburgh Fourth of July Celebration for the amount of \$10,000.00 (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta para ejecutar un contrato con "Fireworks Extravaganza" para las Celebraciones del Cuatro de Julio de 2018 de la Ciudad de Newburgh por la cantidad de \$10,000.00. (Katie Mack)

10. Resolution No. 110 - 2018 Safety Data Sheet - Municipal Buildings

Resolution authorizing the City Manager to accept a proposal and execute an agreement with The Chazen Companies, Inc. for safety data sheet compliance at a cost of \$12,200.00. (Katie Mack & George Garrison)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "The Chazen Companies, Inc. Para cumplimiento de hojas de datos de seguridad por un costo de \$12,200.00. (Katie Mack y George Garrison)

11. Resolution No. 111 - 2018 Surplus DPW, Water Dept. & Police Vehicles

Resolution declaring 2 Water Department, 3 Department of Public Works and 4 Police Department vehicles to be surplus equipment. (Katie Mack)

Una resolución declarando 2 vehículos del Departamento de Agua, 3 vehículos del Departamento de Obras Publicas y 4 vehículos del Departamento de Policía como equipo de exceso. (Katie Mack)

12. Resolution No. 112- 2018 ARCADIS proposal for engineering services for a Water Meter EFC Funding Application

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services in support of a New York State Environmental Facilities funding application for the Water Meter Replacement Project in an amount not to exceed

\$5,000.00. (Wayne Vradenburgh)

Una resolución aceptando una propuesta y autorizando al Gerente de la Ciudad a ejecutar un contrato con “Arcadis of New York, Inc.” Para servicios profesionales de ingeniería en apoyo a la solicitud de fondos de las facilidades medioambientales del Estado de Nueva York para el Proyecto del Reemplazo del Medidor de Agua por un monto que no exceda \$5,000.00. (Wayne Vradenburgh)

13. Resolution No. 113 - 2018 Proposal with ARCADIS for engineering services for EFC funding application for SCADA Improvements

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for professional engineering services in support of a New York State Environmental Facilities funding application for the Water Plant SCADA Improvements Project in an amount not to exceed \$7,500.00. (Wayne Vradenburgh)

Una resolución aceptando una propuesta y autorizando al Gerente de la Ciudad a ejecutar un contrato con “Arcadis of New York, Inc.” Para servicios profesionales de ingeniería en apoyo a la solicitud de fondos de las facilidades medioambientales del Estado de Nueva York para el Proyecto de Mejoramiento de la Planta de Agua (SCADA) por un monto que no exceda \$7,500.00. (Wayne Vradenburgh)

14. Resolution No. 114- 2018 Release of Restrictive Covenants – 69 Bay View Terrace

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Presentation Educational Foundation to the premises known as 69 Bay View Terrace (Section 48, Block 7, Lot 2) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar la liberación de cláusulas restrictivas y derecho a reingreso de una escritura emitida a “Presentation Educational Foundation” para las instalaciones conocidas como la 69 de Bay View Terrace (Sección 48, Bloque 7, Lote 2) (Michelle Kelson)

15. Resolution No. 115 - 2018 Satisfaction of Mortgage - 85 Carpenter Avenue

Resolution authorizing the City Manager to execute a satisfaction of mortgage in connection with a mortgage issued to Mae Brock (a/k/a Eula M. Turner-Brock) for premises located at 85 Carpenter Avenue (Section 22, Block 1, Lot 22) (Michelle Kelson)

Una resolución autorizando al gerente de la Ciudad a ejecutar una satisfacción hipotecaria en conexión con una hipoteca emitida a Mae Brock (a/k/a Eula M. Turner-Brock) para las instalaciones ubicadas en la 85 de la Avenida Carpenter (Sección 22, Bloque 1, Lote 22) (Michelle Kelson)

16. Resolution No. 116 - 2018 Release of Restrictive Covenants - 23 Gardner Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Matthew Gayton to the premises known as 23 Gardner Street (Section 2, Block 16, Lot 3) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Matthew Gayton a las instalaciones conocidas como la 23 de la Calle Gardner (Sección 2, Bloque 16, Lote 3) (Michelle Kelson)

17. Resolution No. 117 -2018 Release of Restrictive Covenants - 123 South William Street

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to RE.Vitalize Development, LLC to the premises known as 123 South William Street (Section 45, Block 4, Lot 4) (Michele Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a RE. Vitalize Development, LLC a las instalaciones conocidas como la 123 de la Calle South William (Sección 45, Bloque 4, Lote 4) (Michelle Kelson)

18. Resolution No. 118 -2018 License Agreement - 109 S. William St. (Baxter)

Resolution authorizing the City Manager to execute a license agreement with BOM Newburgh, LLC to access and conduct pre-development activities at 109 South William Street. (Deirdre Glenn & Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licenciatura con BOM Newburgh, LLC para acceder y conducir actividades de pre-desarrollo en la 109 de la Calle South William. (Deirdre Glenn y Michelle Kelson)

19. Resolution No. 119 - 2018 Purchase of 74 Henry Avenue

Resolution to authorize the conveyance of real property known as 74 Henry Avenue (Section 48, Block 12, Lot 17) at private sale to Thomas Pennington for the amount of \$75,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 74 de la Avenida Henry (Sección 48, Bloque 12, Lote 17) en una venta privada a Thomas Pennington por la cantidad de \$75,000.00. (Deirdre Glenn)

20. Resolution No. 120 - 2018 Purchase of 288 Ann Street

Resolution to authorize the conveyance of real property known as 288 Ann Street (Section 35, Block 1, Lot 19) at private sale to Gurvinder Singh for the amount of \$50,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 288 de la Calle Ann (Sección 35, Bloque 1, Lote 19) en una venta privada a Gurvinder Singh por la cantidad de \$50,000.00. (Deirdre Glenn)

21. Resolution No. 121 - 2018 Purchase of 31 Benkard Avenue
Resolution to authorize the conveyance of real property known as 31 Benkard Avenue (Section 45, Block 5, Lot 1) at private sale to Martin Estrella for the amount of \$30,000.00 . (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 31 de la Avenida Benkard (Sección 45, Bloque 5, Lote 1) en una venta privada a Martin Estrella por la cantidad de \$30,000.00. (Deirdre Glenn)

22. Resolution No. 122 - 2018 License agreement for environmental testing at 301 Little Britain Road

Resolution authorizing the City Manager to enter into a license agreement with Wolf Friedman d/b/a Executive Realty Group to allow access to 301 Little Britain Road (Section 41, Block 2, Lot 13.2) to conduct a site investigation. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licenciatura con Wolf Friedman d/b/a Executive Realty Group para permitir acceso a la 301 de Little Britain Road (Sección 41, Bloque 2, Lote 13.2) para llevar a cabo una investigación del sitio. (Michelle Kelson y Deirdre Glenn)

23. Resolution No. 123- 2018 Purchase of 48 AND 50 City Terrace

Resolution to authorize the conveyance of real property known as 48 City Terrace (Section 29, Block 5, Lot 38) and 50 City Terrace (Section 29, Block 5, Lot 39) at private sale to Joseph W. Ariano for the total amount of \$44,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 48 de City Terrace (Sección 29, Bloque 5, Lote 38) y la 50 de City Terrace (Sección 29, Bloque 5, Lote 39) en una venta privada a Joseph W. Ariano por la cantidad total de \$44,000.00. (Deirdre Glenn)

24. Resolution No. 124 - 2018 Purchase of 260 First Street

Resolution to authorize the conveyance of real property known as 260 First Street (Section 22, Block 5, Lot 33) at private sale to David Forbes for the amount of \$1,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como la 260 de la Calle First (Sección 22, Bloque 5, Lote 33) en una venta privada a David Forbes por la cantidad de \$1,000.00. (Deirdre Glenn)

25. Resolution No. 125 - 2018 Purchase of 71 Hasbrouck Street

Resolution to authorize the conveyance of real property known as 71 Hasbrouck Street (Section 38, Block 4, Lot 2) at private sale to Bisessar Alvin Moonesar for the amount of \$6,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidos como

la 71 de la Calle Hasbrouck (Sección 38, Bloque 4, Lote 2) en una venta privada a Bisessar Alvin Moonesar por la cantidad de \$6,000.00. (Deirdre Glenn)

26. Resolution No. 126 - 2018 A contract with the Newburgh Urban Farm and Food Initiative to Manage the Downing Park Urban Farm

Resolution authorizing the City Manager to enter into a sub-recipient agreement with the Newburgh Urban Farm and Food Initiative for the management of the Downing Park Urban Farm. (Deirdre Glenn & Virginia Kasinki)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de sub-recipiente con la Granja Urbana de Newburgh e Iniciativa Alimentaria para la administración de la Granja Urbana del Parque Downing. (Ellen Fillo y Virginia Kasinki)

27. Resolution No. 127 - 2018 - 2019 Police Traffic Services Grant

Resolution authorizing the City Manager to apply for and accept if awarded a State of New York Governor's Traffic Safety Committee 2019 Police Traffic Services Program Grant in an amount not to exceed \$17,444.00 With No City Match Required. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del programa de servicios de Trafico Policial 2019 del Comité de Seguridad Vial del Gobernador del Estado de Nueva York por una cantidad que no exceda \$17,444.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

28. Resolution No. 128 - 2018 2017 Explosive Detection Canine Team Grant

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Explosive Detection Canine Team Grant in an amount not to exceed \$50,000.00 with no City matching funds required. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de la División de Seguridad Nacional y Servicios de Emergencia, Servicios de Equipo Canino de Detección de Explosivos del Estado de Nueva York 2017 por una cantidad que no exceda \$50,000.00 sin necesidad que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

29. Resolution No. 129 - 2018 2017 Tactical Team Grant

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Tactical Team Targeted Grant (SWAT) in an amount not to exceed \$100,000.00 with no City matching funds required. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención Enfocada en el Equipo Táctico (SWAT) 2017 de la División del Seguridad Nacional y Servicios de Emergencia del

Estado de Nueva York por una cantidad que no exceda \$100,000.00.0sin necesidad que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

30. Resolution No. 130 - 2018 -2018 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2018 Bulletproof Vest Partnership in the amount of \$25,260.00 with a fifty percent match to be paid out of police funds. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Buro de Justicia de Asistencia de Justicia de los Estados Unidos bajo la sociedad de Chalecos Antibalas 2018 por la cantidad de \$25,260.00 del cual un cincuenta por ciento de los fondos igualados deberán ser pagados de los fondos de la policía. (Jefe Douglas Solomon)

31. Resolution No. 131 - 2018

A Resolution Authorizing the Settlement of Litigation Regarding the In Rem Tax Foreclosure of Liens for the Year 2015 Relative to 77 Chambers Street (Section 23, Block 3, Lot 14)

32. Resolution No. 132- 2018

A Resolution Authorizing the City Manager to Execute a Payment of Claim with State Farm Fire and Casualty Company a/s/o Tyhesha Johnson in the amount of \$7,537.74.

33. Resolution No. 133 - 2018

A Resolution to Authorizing the City Manager to Execute a Payment of Claim with Julio Velasquez and Edelmira Velasquez in the Amount of \$30,500.00.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 106 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LEASE AGREEMENT WITH NEW YORK COMMUNICATIONS COMPANY, INC.
FOR COMMUNICATIONS EQUIPMENT, SERVICE AND MAINTENANCE
FOR THE CITY OF NEWBURGH WITH A START-UP COST OF \$4,600.00
AND \$271.00 PER MONTH FOR 72 MONTHS**

WHEREAS, the City of Newburgh has requested assistance to resolve two-way radio communications issues; and

WHEREAS, New York Communications Company, Inc. ("NYCOMCO") has field-tested options and identified a solution for improved two-way radio communications; and

WHEREAS, NYCOMCO has submitted a proposal to implement the solution to resolve issues with the two-way radio communications for the City's non-public safety departments; and

WHEREAS, said proposal includes a start-up cost of \$4,600.00 to reprogram existing equipment and service and preventative maintenance at a monthly cost of \$271.00 for 72 months; and

WHEREAS, such funding has been appropriated within the 2018 budget; and

WHEREAS, a copy of the proposal is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such lease agreement and determined it to be in the best interests of the City of Newburgh to enter into such agreement,

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 annexed agreement with NYCOMCO for communications equipment and the service of the communications equipment at a start-up cost of \$4,600.00 and monthly cost of \$271.00 for 72 months for the City of Newburgh.



New York Communications Company, Inc

53 West Cedar Street

Poughkeepsie, NY 12601

845-471-5520 x123

845-214-6731(mobile)

845-471-5593 (fax)

bill23@nycomco.com

May 4, 2018

Mr. George Garrison

City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear George,

Thank you for taking time to meet and discuss how NYCOMCO can help improve the VHF two way radio communications in the City of Newburgh. The key issues confronting the City workers is that the current frequency of the repeater is susceptible to intermittent RF interference, and the physical location provides poor coverage in the City, especially on portable radios. The results are on-going communication issues between crews and at times when Administration is trying to reach workers to verify locations and progress of activities during work hours.

Our solution that's been previously proposed in 2015 and 2017 was for the City radio communications to operate on NYCOMCO's digital "Connect Plus" radio tower system. Unfortunately, it appears the budget hasn't been able to accommodate the proposed cost of operations.

Rather than leave the City Departments stranded, NYCOMCO recently conducted live radio repeater tests on two occasions, with the radio repeater signal originating from different locations. As mentioned, the initial test, conducted with our known certified quality portable radios and using the current repeater location and frequency, did not pass tests at an acceptable level. The second tests that were run utilized the same portable radios, a NYCOMCO VHF carrier licensed frequency and a repeater with an omni-directional antenna situated at the roof level of the Newburgh DPW's salt shed. The test results were exceptional quality communications with no interference and increased coverage in previously noted poor-to-dead locations.

Our detailed recommendation and acquisition options are provided on the following page.

We appreciate your confidence in NYCOMCO as your valued communications partner. I believe we are providing a solution that will improve radio communications and is sensitive to budget requirements.

Sincerely,

Bill Tathill

Communication Consultant

Proposed Solution & Configuration

1) The City of Newburgh solution requires operation of the VHF band radios on a new frequency and repeater at the DPW's office. The City has the option to contract with NYCOMCO to apply for a new repeater pair, which would be licensed to the City of Newburgh, or include operating on NYCOMCO's licensed frequency pair into a service contract agreement or lease of the repeater.

2) NYCOMCO recommends the installation of a Kenwood TKR-750-RRE (refurbished) repeater inside the Newburgh DPW's Office trailer, adjacent to the City's salt shed. An exterior omni-directional antenna will be installed, as tested, at 45 feet on a heavy duty tri-pod on the salt shed roof. All equipment and antenna lines will be professionally installed with comprehensive lightning protection and grounding included. The repeater, duplexer and power supply will be housed in a indoor locking equipment cabinet (30"H x 22"D x 20"W).

3) It is estimated there are 40 VHF mobile radios and two VHF base stations operated by the City. All vehicle and base station radios will require reprogramming to the new frequency pair. At that time they will be field tested to verify operation within manufacturer's specifications. Also, power and antenna connections will be checked and, if needed, cleaned and reset. Any radios requiring repairs will be noted for future service. Repairs are not included in field testing.

4) It is estimated there are 40 VHF portable radios owned and operated by the City of Newburgh. Portable radios will be provided to NYCOMCO for pick-up, 5 at a time, for shop "spec" check & battery evaluation. At that time each radio will be reprogrammed to the new repeater pair and bench tested to verify operation within manufacturer's specifications. Also, the battery life cycle / power output will be evaluated. It will be noted if battery replacement is required or any radio fails the spec-check. Battery replacement and repairs are not included in the bench check.

Acquisition Options

FCC Licensed Operation

Option A) FCC application fee and frequency coordination: \$ 1,249.00

- NYCOMCO will apply via EWA to the FCC, on behalf of the City of Newburgh for a new VHF repeater pair and permission to operate the repeater at the Pierces Road facility. Neither NYCOMCO nor EWA can guarantee FCC approval or approval by any agency that may have primary usage rights on a recommended frequency. Also, neither NYCOMCO nor EWA can guarantee that there will not be interference on a new licensed frequency.

Option B) Include use of NYCOMCO's frequency in the new repeater's service agreement or lease.

- NYCOMCO will include use of our licensed VHF frequency repeater pair, which was utilized during the successful testing of the repeater, with the 24/7/367 repeater service agreement. Monthly service agreement with frequency pair usage invoice: \$ 129.00
See "All Inclusive Lease Program" option for including "option B" in repeater lease.

Acquisition: Purchase or All Inclusive Lease Option

Repeater System Configuration

Kenwood TKR-750-RRE (refurbished) 25-50 watt VHF repeater, pass/reject duplexer, continuous duty power supply, omni-directional antenna, heavy duty tri-pod mount, indoor equipment cabinet, all antenna & grounding line, clamps, connectors and professional installation with bucket truck.

Purchase

Kenwood TKR-750-RRE System (as described above)..... \$ 7,100.00

For operation under purchase option, please add the cost of the FCC application fee or NYCOMCO's Service Agreement, which includes use of our frequency pair.
(See previous page and "FCC Licensed Operation" options A or B.)

NYCOMCO's All Inclusive 72 Month Lease Program

Kenwood TKR-750-RRE System (as described above)..... \$ 271.00/month

- INCLUDES NYCOMCO's Service Agreement and use of our frequency pair.

Benefits of NYCOMCO's All Inclusive Lease Program

1. Includes use of NYCOMCO's FCC frequencies... NO FCC FEE or APPLICATION RISK
2. Preventative maintenance on system, as requested by customer, in a scheduled service call.
3. Annual reprogramming of fleet, if requested by customer, in a scheduled service call.
4. On-site service: 24 / 7 / 365.
5. Fixed budget item at guaranteed rate for full term of program. No escalation, guaranteed.
6. NYCOMCO holds the lease. Invoicing is local... never a 3rd party lease company.

Mobile, Portable & Base Radio Fleet Specification Check and Reprogramming

- > Up to 40 mobile radios & two base stations for on-site spec-check & reprogramming.... \$ 2,760.00
- > Up to 40 portable radios, bench-check & reprogramming, 5 at a time, pick-up & return: \$ 1,840.00
\$ 4,600.00

RESOLUTION NO.: 107 - 2018

OF

MAY 14, 2018

**A RESOLUTION ACCEPTING THE 2018 MS4 ANNUAL REPORT AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CERTIFICATION
ON BEHALF OF THE CITY OF NEWBURGH**

WHEREAS, The City of Newburgh is a holder of a Permit issued by the New York State Department of Environmental Conservation known as a SPDES General Permit for Stormwater Discharges from MS4s; and

WHEREAS, pursuant to Environmental Conservation Law Article 17, Titles 7, 8 and Article 70, the New York State Department of Environmental Conservation issued a SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) to the City of Newburgh and the General Permit requires operators of the regulated small MS4s to prepare and submit an annual report; and

WHEREAS, the City of Newburgh 2018 MS4 Annual Report has been prepared and must be submitted on or before June 1, 2018; and

WHEREAS, the City Council of the City of Newburgh has reviewed the 2018 MS4 Annual Report, has advertised the report on the City's website to solicit comments and proposes to accept same as being in the best interests of the City of Newburgh;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby accepts the 2018 MS4 Annual Report and authorizes the City Manager to execute the certification and submit the report on behalf of the City of Newburgh.

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☒ This report is being submitted on behalf of an individual MS4.

Name of MS4

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☐ This report is being submitted on behalf of a Single Entity

Name of Single Entity

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☐ **This is a joint report being submitted on behalf of a coalition.**

Name of Coalition

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MS4 Annual Report Cover Page**MCC form for period ending March 9,**

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Provide SPDES ID of each permitted MS4 included in this report.

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City of Newburgh

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Important Instructions - Please Read

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

- ☒ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☐ Local Stormwater Public Contact
- ☐ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

First Name	MI	Last Name
M i c h a e l	G	C i a r a v i n o

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eMail

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MCC form for period ending March 9,	2	0	1	8
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City of Newburgh

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Important Instructions - Please Read

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

- ☐ Principal Executive Officer/Chief Elected Official
- ☐ Duly Authorized Representative
- ☒ Local Stormwater Public Contact
- ☒ Stormwater Management Program (SWMP) Coordinator
- ☐ Report Preparer

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O r a n g e

MS4 Municipal Compliance Certification(MCC) FormMCC form for period ending March 9,

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Name of MS4

City of Newburgh														
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SPDES ID

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Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for **each** of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- ☐ Principal Executive Officer/Chief Elected Official
☐ Duly Authorized Representative
☐ Local Stormwater Public Contact
☐ Stormwater Management Program (SWMP) Coordinator
☒ Report Preparer

First Name

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MI

M

Last Name

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Title

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Address

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City

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State

N	Y
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Zip

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eMail

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Phone

(	8	4	5	)	5	6	9	-	7	4	4	7
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County

O	r	a	n	g	e														
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MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 8

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

Q u a s s a i c k C r e e k W a t e r s h e d

Partner/Coalition Name (con't.)

A l l i a n c e

SPDES Partner ID - If applicable

N Y R 2 0

Address

City

State

Zip

-

eMail

g e b h a r d s @ e a r t h l i n k . n e t

Phone

() -

Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☒ MM1 M u l t i p l e T a s k s

☒ MM2 M u l t i p l e T a s k s

☒ MM3 M u l t i p l e T a s k s

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ *Watershed Improvement Strategy Best Management Practices* required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 8

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

O r a n g e C o u n t y W a t e r A u t h o r i t y

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

1 2 4 M a i n S t r e e t , 3 r d F l o o r

City

G o s h e n

State

N Y

Zip

1 0 9 2 4 -

eMail

e c r u z @ o r a n g e c o u n t y g o v . c o m

Phone

(8 4 5) 6 1 5 - 3 8 6 8

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☒ MM1 s c h o o l p r o g r a m s

☐ MM2

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 8

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

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If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

R i v e r k e e p e r

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

2 0 S e c o r R o a d

City

O s s i n i n g

State

N Y

Zip

1 0 5 6 2 -

eMail

j b e n s o n @ r i v e r k e e p e r . o r g

Phone

(8 0 0) 2 1 7 - 4 8 3 7

Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☒ MM2 c l e a n u p e v e n t s

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2 0 1 8

Name of MS4 City of Newburgh

SPDES ID

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Section 3 - Partner Information

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?

☒ Yes ☐ No

If Yes, complete information below.

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If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

S a f e H a r b o r s o f t h e H u d s o n

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

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City

N e w b u r g h

State

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Zip

1 2 5 5 0 -

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Phone

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Legally Binding Agreement in accordance
with GP-0-08-002 Part IV.G.?

☐ Yes ☒ No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

☐ MM1

☒ MM2 c l e a n u p e v e n t s

☐ MM3

☐ MM4

☐ MM5

☐ MM6

Additional tasks/responsibilities

- ☐ Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,

2 0 1 8

Name of MS4 City of Newburgh

SPDES ID

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Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name

M i c h a e l

MI

G

Last Name

C i a r a v i n o

Title (Clearly print title of individual signing report)

C i t y M a n a g e r

Signature

Date

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Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

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SPDES ID

City of Newburgh

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Name of MS4/Coalition

City of Newburgh

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MS4 Annual Report Form

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh																			
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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

☐ Construction Site Operators Trained

Trained

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☐ Direct Mailings

Mailings

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☒ Kiosks or Other Displays

Locations

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☒ List-Serves

In List

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☐ Mailing List

In List

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☐ Newspaper Ads or Articles

Days Run

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☐ Public Events/Presentations

Attendees

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☒ School Program

Attendees

	1	6	7	6
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☐ TV Spot/Program

Days Run

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☐ Printed Materials:

Total # Distributed

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Locations (e.g. libraries, town offices, kiosks)

☒ Other:

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☒ Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

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3. Web Page con't.: Provide specific web addresses - not home page.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

	1	0	4
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 8

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 2. Public Involvement/Participation

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?	1
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1. What opportunities were provided for public participation in implementation, development, evaluation and improvement of the Stormwater Management Program (SWMP) Plan during this reporting period? Check all that apply:

- | | | | | | | | | | | |
|-----------------------------|--|--|--|---|---|--|--|--|---|---|
| ● Cleanup Events | # Events | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | 4 | | | | |
| ● Comments on SWMP Received | # Comments | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | 0 | | | | |
| ● Community Hotlines | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |
| Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | Phone # | (<input type="text"/> <input type="text"/> <input type="text"/>) | <input type="text"/> <input type="text"/> <input type="text"/> | - | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| ○ Community Meetings | # Attendees | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | | | |
| ● Plantings | Sq. Ft. | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | 3 5 1 | | | | |
| ○ Storm Drain Markings | # Drains | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | | | |
| ● Stakeholder Meetings | # Attendees | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | 1 1 3 | | | | |
| ○ Volunteer Monitoring | # Events | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | | | | |
| ○ Other: | <input type="text"/> | | | | | | | | | |

2. Was public notice of availability of this annual report and Stormwater Management Program (SWMP) Plan provided? ☒ Yes

- | | | | | | |
|---|------------|--|--|--|--|
| ☐ List-Serve | # In List | | | | |
| ☐ Newspaper Advertising | # Days Run | | | | |
| ☐ TV/Radio Notices | # Days Run | | | | |
| ☒ Other: C o u n c i l M e e t i n g 0 5 / 1 0 & 0 5 / 1 4 | | | | | |

● Web Page URL: Enter URL(s) on the following two pages.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

h	t	t	p	:	/	/	w	w	.	c	i	t	y	o	f	n	e	w	b	u	r	g	h	-	n	y	.	g	o	v	
/	s	t	o	r	m	w	a	t	e	r	/	p	a	g	e	s	/	m	s	4	-	d	o	c	u	m	e	n	t	a	t
i	o	n	-	a	n	d	-	r	e	p	o	r	t	i	n	g															

URL

URL

URL

URL

URL

URL

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

N	Y	R	2	0	A	2	4	0
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URL

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh																			
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SPDES ID

N	Y	R	2	0	A	2	4	0
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5	/	0	4	/	2	0	1	8
---	---	---	---	---	---	---	---	---	---

4.b. For how many days was/will this report be posted?

3	6	5
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

☒ Yes ☐ No

If Yes, what was the date of the meeting?

0	5	/	1	4	/	2	0	1	8
---	---	---	---	---	---	---	---	---	---

If No, is one planned?

☐ Yes ☐ No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

☒ Yes ☐ No

If No, is one planned for each?

☐ Yes ☐ No

6. Were comments received during this reporting period?

☐ Yes ☒ No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

City staff review plans, specifications and inspect construction sites to ensure appropriate BMP's are utilized in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control when working with applicant seeking Planning Board approval.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

Clean-up as well as planting events took place throughout the reporting year. The City actively supports the Quassaick Creek Watershed Alliance and the River Sweep, who has a very active membership, many of which are City residents.

C. How many times was this observation measured or evaluated in this reporting period?

	7	2	0
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

City Engineering Department has also begun working with the City Planner in order to facilitate increased engagement with the public. The City has recently begun utilizing Facebook in order to reach the public, appropriate content will be periodically developed and posted. This work will continue in the next reporting year.

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

N	Y	R	2	0	A	2	4	0
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How many MS4s contributed to this report?	1
---	---

1. Enter the number and approx. percent of outfalls mapped:		2	8	3	#	1	0	0	%
--	--	---	---	---	---	---	---	---	---

2. How many of these outfalls have been screened for dry weather discharges during this reporting period (outfall reconnaissance inventory)?

3.a. What types of generating sites/sewersheds were targeted for inspection during this reporting period?

- ☐ Auto Recyclers
 - ☒ Building Maintenance
 - ☐ Churches
 - ☐ Commercial Carwashes
 - ☒ Commercial Laundry/Dry Cleaners
 - ☐ Construction Vehicle Washouts
 - ☒ Cross-Connections
 - ☐ Distribution Centers
 - ☐ Food Processing Facilities
 - ☐ Garbage Truck Washouts
 - ☐ Hospitals
 - ☐ Improper RV Waste Disposal
 - ☐ Industrial Process Water
 - ☐ Other:
 - ☐ Landscaping (Irrigation)
 - ☐ Marinas
 - ☐ Metal Plateing Operations
 - ☐ Outdoor Fluid Storage
 - ☒ Parking Lot Maintenance
 - ☐ Printing
 - ☐ Residential Carwashing
 - ☒ Restaurants
 - ☐ Schools and Universities
 - ☐ Septic Maintenance
 - ☐ Swimming Pools
 - ☐ Vehicle Fueling
 - ☒ Vehicle Maint./Repair Shops
 - ☐ None

- Sewersheds:

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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3.b. What types of illicit discharges have been found during this reporting period?

- ☒ Broken Lines From Sanitary Sewer ☐ Industrial Connections
☐ Cross Connections ☐ Inflow/Infiltration
☐ Failing Septic Systems ☐ Pump Station Failure
☐ Floor Drains Connected To Storm Sewers ☒ Sanitary Sewer Overflows
☒ Illegal Dumping ☒ Straight Pipe Sewer Discharges
☒ Other: ☐ None

B	r	o	k	e	n	/	B	l	o	c	k	e	d		S	e	w	e	r		L	a	t	e	r	a	l	s			
---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	---	---	---	---	---	--	---	---	---	---	---	---	---	---	--	--	--

4. How many illicit discharges/potential illegal connections have been detected during this reporting period?

		7
--	--	---

5. How many illicit discharges have been confirmed during this reporting period?

		7
--	--	---

6. How many illicit discharges/illegal connections have been eliminated during this reporting period?

		7
--	--	---

*7. Has the storm sewershed mapping been completed in this reporting period?

☐ Yes ☒ No

If No, approximately what percent was completed in this reporting period?

	9	9	%
--	---	---	---

* See attached Supplement.

8. Is the above information available in GIS?

☒ Yes ☐ No

Is this information available on the web?

☒ Yes ☐ No

If Yes, provide URL(s):

Please provide specific address of page where map(s) can be accessed - not home page.

URL

h	t	t	p	:	/	/	w	w	w	.	c	i	t	y	o	f	n	e	w	b	u	r	g	h	-	n	y	.	g	o	v
/	s	t	o	r	m	w	a	t	e	r	/	m	s	4	-	m	a	p	p	i	n	g									

URL

2	0	1	8
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Name of MS4/Coalition

City of Newburgh

N	Y	R	2	0	A	2	4	0
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URL

[illegible]

URL

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- | | | | |
|---|---|---|---|
| 1 | 0 | 0 | % |
|---|---|---|---|

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City has identified and eliminated a number of illicit connections. City staff have conducted outfall inspection to ensure further illicit connections do not exist.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

		6	2
--	--	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
---	---	---	---	---	---	---	---	---

Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?

☒ Yes ☐ No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?

☒ Yes ☐ No ☐ NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

☐ 09/2004 ☒ 03/2006 ☐ NT

2. Does your MS4/Coalition have a SWPPP review procedure in place?

☒ Yes ☐ No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		1
--	--	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?

☒ Yes ☐ No ☐ NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?

☒ Yes ☐ No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

☒ Notices of Violation	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table>					2	☐ No Authority
				2				
☐ Stop Work Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Criminal Actions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Termination of Contracts	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Administrative Fines	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Civil Penalties	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Administrative Orders	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority
☐ Enforcement Actions or Sanctions	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						
☐ Other	#	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table>						☐ No Authority

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		1
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		1
--	--	---

3. What percent of active construction sites were inspected during this reporting period? ☐ NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? ☐ NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? ☒ Yes ☐ No ☐ NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? ☒ Yes ☐ No ☐ NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? ☐ Yes ☐ No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See the attached supplement.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See the attached supplement.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

☒ Yes ☐ No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

☒ Yes ☐ No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 5. Post-Construction Stormwater Management

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. How many and what type of post-construction stormwater management practices has your MS4/Coalition inventoried, inspected and maintained in this reporting period?

	# Inventoried	# Inspections	# Times Maintained									
☐ Alternative Practices	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☒ Filter Systems	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>1</td></tr></table>			1	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		2										
		1										
		0										
☒ Infiltration Basins	<table><tr><td></td><td>2</td><td>3</td></tr></table>		2	3	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>0</td></tr></table>			0
	2	3										
		2										
		0										
☐ Open Channels	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☒ Ponds	<table><tr><td></td><td></td><td>5</td></tr></table>			5	<table><tr><td></td><td></td><td>2</td></tr></table>			2	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		5										
		2										
		0										
☐ Wetlands	<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td></tr></table>			
☒ Other	<table><tr><td></td><td></td><td>7</td></tr></table>			7	<table><tr><td></td><td></td><td>0</td></tr></table>			0	<table><tr><td></td><td></td><td>0</td></tr></table>			0
		7										
		0										
		0										

2. Do you use an electronic tool (e.g. GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance?

☒ Yes ☐ No

3. What types of non-structural practices have been used to implement Low Impact Development/Better Site Design/Green Infrastructure principles?

- ☐ Building Codes ☐ Municipal Comprehensive Plans
☒ Overlay Districts ☐ Open Space Preservation Program
☒ Zoning ☒ Local Law or Ordinance
☐ None ☒ Land Use Regulation/Zoning
☒ Watershed Plans ☐ Other Comprehensive Plan
☒ Other:

L	W	R	P		&		S	i	d	e	w	a	l	k		S	t	a	n	d	a	r	d	s					
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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

☒ Yes ☐ No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

☐ Yes ☒ No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

☐ Yes ☒ No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
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5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	5	0
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 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City conducted SMP inspections associated with BMP's located within the MS4 area.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The City conducted SMP inspections associated with BMP's located within the MS4 area. The discrepancies identified during the SMP inspections, typically minor maintenance tasks, are being outlined in a letter that will be distributed to each individual SMP owners for remediation.

C. How many times was this observation measured or evaluated in this reporting period?

			5
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See the attached supplement.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
--	--	---

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

Self-Assessment
Operation/Activity/Facility
performed within the past 3

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>years?</u>	
Street Maintenance.....	☒ Yes	☐ No	☐ Yes	☒ No
Bridge Maintenance.....	☐ Yes	☒ No	☐ Yes	☒ No
Winter Road Maintenance.....	☒ Yes	☐ No	☐ Yes	☒ No
Salt Storage.....	☒ Yes	☐ No	☐ Yes	☒ No
Solid Waste Management.....	☐ Yes	☒ No	☐ Yes	☒ No
New Municipal Construction and Land Disturbance..	☐ Yes	☒ No	☐ Yes	☒ No
Right of Way Maintenance.....	☐ Yes	☒ No	☐ Yes	☒ No
Marine Operations.....	☐ Yes	☒ No	☐ Yes	☒ No
Hydrologic Habitat Modification.....	☐ Yes	☒ No	☐ Yes	☒ No
Parks and Open Space.....	☒ Yes	☐ No	☒ Yes	☐ No
Municipal Building.....	☒ Yes	☐ No	☒ Yes	☐ No
Stormwater System Maintenance.....	☒ Yes	☐ No	☐ Yes	☒ No
Vehicle and Fleet Maintenance.....	☒ Yes	☐ No	☒ Yes	☐ No
Other.....	☒ Yes	☐ No	☐ Yes	☒ No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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2. Provide the following information about municipal operations good housekeeping programs:

- ☒ Parking Lots Swept (Number of acres X Number of times swept) # Acres

			5	3
--	--	--	---	---
- ☒ Streets Swept (Number of miles X Number of times swept) # Miles

	2	3	0	5
--	---	---	---	---
- ☒ Catch Basins Inspected and Cleaned Where Necessary #

			8	4
--	--	--	---	---
- ☐ Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

--	--	--	--	--
- ☐ Phosphorus Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Nitrogen Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- ☐ Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

				.	
--	--	--	--	---	--

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				1
--	--	--	--	---

4. What was the date of the last training?

1	2
---	---

 /

0	4
---	---

 /

2	0	1	7
---	---	---	---

5. How many municipal employees have been trained in this reporting period?

	2	8
--	---	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	8	5
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 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

The City DPW regularly conducts street sweeping and catch basin cleaning in order limit the amount of sediment and debris that entering the sanitary and storm sewer collection system. Additionally, the City conducts regular trash and debris clean up through abatements of vacant property to remove dumped items. Petroleum and Chemical Bulk Storage is inspected and updated as required in accordance with NYSDEC requirements.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

The frequency of inspections and continuous cleaning of applicable infrastructure have resulted in less trash and debris at outfall locations.

C. How many times was this observation measured or evaluated in this reporting period?

	1	5	4
--	---	---	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?
☒ Yes ☐ No
E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?
☒ Yes ☐ No
F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

City staff intends to implement ways to document catch basins and property maintenance work in more detail in a effort to distinguish between the MS4 areas vs. non-MS4 areas.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh									
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SPDES ID

N	Y	R	2	0	A	2	4	0
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- ☒ On behalf of an individual MS4
☐ On behalf of a coalition

How many MS4s contributed to this report?

		1
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MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed	-	-	-
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed	-	-	-
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay	-	-	-
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary	-	-	-
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed	-	-	-
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments	-	-	-
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? ☐ Yes ☐ No ☒ N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? ☐ Yes ☒ No ☐ N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

	9	9	%
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* Estimate what percentage was mapped in this reporting period.

		0	%
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*Previous GIS mapping that has been remapped based upon actual field conditions.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? ☒ Yes ☐ No ☐ N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

			0
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 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? ☐ Yes ☒ No ☐ N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? ☒ Yes ☐ No ☐ N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? ☐ Yes ☒ No ☐ N/A

7b. How many projects have been sited in this reporting period?

			0
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7c. What percent of the projects included in 7b have been completed in this reporting period?

--	--	--	--

 %

7d. What percent of projects planned in previous years have been completed?

--	--	--	--

 %

☒ No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? ☐ Yes ☒ No ☐ N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? ☒ Yes ☐ No ☐ N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	1	8
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Name of MS4/Coalition

City of Newburgh

SPDES ID

N	Y	R	2	0	A	2	4	0
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9. Has your MS4/Coalition developed and implemented a program of native planting?

☐ Yes ☒ No ☐ N/A

***10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?**

☒ Yes ☐ No ☐ N/A

[*See attached supplement.](#)

***11. Does your MS4/Coalition have a pet waste bag program?**

☒ Yes ☐ No ☐ N/A

[*See attached supplement.](#)

12. Does your MS4/Coalition have a program to manage goose populations?

☐ Yes ☒ No ☐ N/A

MCM 1, 3.

March 28, 2017: The “Watershed Story” was presented to Lisa Gallina-Alvarez’s class at MSMC by Peter Smith and City of Newburgh Manager, Michael Ciaravino, 20 Students and 1 professor.

Newburgh Urban Farm Fair, April 29, 2017, 400 attendees

The City of Newburgh partners with the Orange County Water Authority (OCWA) to provide education to school age children in the Newburgh Enlarged School District.

OCWA GET WET:

- March 2017: Newburgh Free Academy, 70 students

OCWA Water Conservation Program:

- March 2017: Balmville Elementary School, 66 students
- March 2017: Heritage Middle School, 112 students
- April 2017: New Windsor Elementary School 84 students
- April 2017: Newburgh Urban Farm Fair, 100 students
- April 2017: Heritage Middle School, 89 students
- May 2017: Balmville Elementary School, 72 students
- November 2017: South Jr. High, 64 students
- December 2017: South Jr. High, 128 students
- January 2018: Vails Gate STEAM Academy, 240 students
- January 2018: South Jr. High, 24 students
- January 2018: GAMS Tech Magnet School, 186 students

NYSDEC Hudson River Estuary Program

- May 19, 2017 NFA North Excelsior Program, 42 student, 20 are City residents

NYSDEC 4-Hour Erosion and sediment Control Training: 3 City Staff

Professional Development Hours:

- March 21, 2017: Maintenance and the New MS4 Permit, 2 City Staff
- April 19, 2017: All in a ROW, 2 City Staff
- May 25, 2017: Constructed Wetlands, 1 City Staff
- June 21, 2017: The New Blue 2, 2 City Staff
- November 17, 2017: Stormwater Management for MS4’s: 1 City Staff
- February 22, 2018: Stormwater Project Design, 2 City Staff

MCM 1, 4.A.

A continued effort to educate citizens on the importance of stormwater and their role/benefit in helping to keep the waterways clean has been a priority. A poster hung up during the last reporting year, in the City’s Council Chambers, is maintained to this day. This is viewable by the general public, municipal employees, and elected officials during Council work sessions and meetings, on average four (4) times a month, as well as during any other meetings the periodically utilize the space. The City had three (3) employees have completed the NYSDEC 4-hour Contractor Erosion and Sediment Control Training.

MCM 1, 4.B.

The City maintains a portion of the City website related to “MS4 Documentation and Reporting”. The most current Annual Report, past annual report, NOI, and SWMP are continuously available for review, no comments have been received regarding the 2017 Annual Report. The QCWA provided meeting agendas and meeting summaries on their website. They also maintain a list-serve of approximately 170 interested parties that receive the aforementioned agenda and summaries on a monthly basis.

MCM 1, 4.F.

The City intends to continue efforts to have a working relationship with the OCWA, QCWA. City Staff is continuously working on developing appropriate web content; with the intent to overhaul the stormwater portions of the City website. The City has recently begun utilizing Facebook in order to reach the public, appropriate content will be periodically developed and posted.

MCM 2, 1.

Cleanup Events:

- River Sweep’s Quassaick Creek clean up event took place on Saturday, May 6, 2017 from 10:00 AM till 2:00 PM; meeting location at Walsh Ave. and River Road. The cleanup event was lead by Peter Smith and assisted by Lisa Gallina-Alvarez’s class of about 20 from MSMC. Tires and debris was removed from the banks of the candle factor.
- City of Newburgh DPW Cleaned up the Crystal Lake, parking area, which was being used for dumping.
- Saturday, November 4, 2017: Scenic Hudson led the cleanup of more trash from Crystal Lake and Temple Avenue. This was part of a larger effort to develop a trail head and lake access
- April 22, 2017: Safe Harbors Newburgh Community Cleanup, 250 participants
- May 6, 2017: Riverkeeper’s Riversweep
 - o Newburgh: South Street Park Cleanup
 - o Newburgh: People’s Waterfront
 - o Newburgh: Ward Brothers Park Cleanup with Newburgh Rowing Club

Plantings:

- May 20, 2017: Crystal Lake, 117 trees planted

Quassaick Creek Watershed Alliance:

- March 29, 2017: Monthly Meeting, 13 attendees
- April 26, 2017: Monthly Meeting, 12 attendees
- May 31, 2017: Monthly Meeting, 13 attendees
- July 26, 2017: Monthly Meeting, 11 attendees
- August 30, 2017: Monthly Meeting, 8 attendees
- September 27, 2017: Monthly Meeting, 9 attendees
- October 25, 2017: Monthly Meeting, 11 attendees
- November 29, 2017: Monthly Meeting, 10 attendees
- January 31, 2018: Monthly Meeting, 16 attendees
- February 28, 2018: Monthly Meeting, 10 Attendees

MCM 3, 7.

The storm sewershed mapping has generally been completed for the City's MS4 areas. The City Engineering Department is currently undertaking an asset management inventory and will be televising all assets associated with the combined sanitary and separate storm sewer infrastructure over the next three (3) years. As this work is completed, asset locations and connections will be confirmed or revised if necessary. The associated storm sewershed mapping shall updated as needed.

MCM 3, 12.B.

All un-permitted illicit discharges and illegal connections identified during this reporting period have been corrected to eliminate the discharge and connection, one is has been eliminated temporarily as a permanent solution is engineered. The City's combined sewer regulators, diversion manholes are regularly inspected, twice per week, and after every rain event, to ensure trash and debris are not affecting their operation, preventing system flow to the WWTP and diverting it to SPDES Permitted Outfalls. The regulators and diversion manholes are cleaned and maintained on average once per month, assuming the aforementioned inspections do not require more frequent maintenance. Maintenance is performed regularly to remove sediment and debris, greasing of mechanical joints, and to ensure proper operation.

MCM 3, 12.F.

The City Engineering Department is currently undertaking an asset management inventory and will be televising all assets associated with the combined sanitary and separate storm sewer infrastructure over the next three (3) years. As this work is completed, asset locations and connections will be confirmed or revised if necessary. The associated storm sewershed mapping shall updated as needed. All illicit discharges and illegal connections will be eliminated as soon as City staff becomes aware of them and can appropriately direct the property owner.

MCM 4, 7.A.

The Planning Board, City Engineer, and City Planner review, modify, and approve site plans submitted to the Planning Board. Approximately thirty-nine (39) applications were reviewed during the current reporting year. The applicant is encouraged to implement appropriate best management practices related to stormwater management and erosion and sediment control. The Engineering Department additionally reviews all required SWPPP inspections from active construction sites, as well as conducts periodic inspections as necessary.

MCM 4, 7.B.

Although the entire City is not technically part of the regulated MS4 area, it is treated as such when conducting site plan reviews. In accordance with the City's SPDES Permit, Best Management Practices for Combined Sewer Overflows, No. 12 recommends that the impacts of run-off from development and re-development in areas served by combined sewers be reduced by requiring compliance with the NYS Standards and Specifications for Erosion and Sediment Control and the quantity control requirements included in the NYS Stormwater Management Design Manual.

MCM 4, 7.F.

Amendments to the City Code, related to stormwater management have been drafted; the City shall pursue the amendments for adoption by City Council in the next reporting year. In the interim, City staff will continue to encourage appropriate BMP's in accordance with the NYS Stormwater Management Design Manual and NYS Standards and Specifications for Erosion and Sediment Control.

MCM 5, 6.F.

The City will further work with the respective SMP owners to ensure the facilities are correctly installed and maintained as required. The City will continue to inspect the post-construction SMP's covered by the General Permit for compliance with their approved plans and SWPPP's. The City intends to implement a similar inspection process related to post-construction SMP's in the combined portions of the system in order to aid in compliance with the SPDES Permit and Phase-I of the LTCP.

Additional BMP's, 2.

The City has mapped the MS4 conveyance system based upon desktop analysis, record research, and field location/verification. Additionally, the approximate contributing drainage area of each outfall has been delineated based upon two (2) foot derived LIDAR contours. As previously mentioned the City Engineering Department is currently undertaking an asset management inventory and will be televising all assets associated with the sanitary and storm sewer infrastructure over the next three (3) years. As this is completed and asset locations and connections are confirmed, the combined sanitary and storm sewershed mapping shall be updated as needed.

Additional BMP's, 3.

City staff has developed the *City of Newburgh Sewer Preventative Maintenance Plan*, recently approved by the NYSDEC. Although this covers the City's entire sanitary and storm sewer system, the outlined inspection and maintenance is applicable for all aspects of the conveyance system directly associated with the City's MS4 area.

Additional BMP's, 10.

The City has three (3) sections of the City Code that relate to prohibiting pet waste on municipal properties and prohibit feeding of geese. The sections are 248-64, 150-7 and 183-1(G).

Additional BMP's, 11.

Section 183-1(G) of the City code requires any person having ownership, custody, and control of a dog or other domesticated companion or working animal on the street or thoroughfare or other common areas to pick up, collect, and properly dispose of all pet waste. Pet waste stations have been installed in public areas throughout the City.

RESOLUTION NO.: 108 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT AN ORANGE COUNTY TOURISM GRANT IN THE AMOUNT OF
\$4,999.00 IN SUPPORT OF THE NEWBURGH ILLUMINATED FESTIVAL**

WHEREAS, by Resolution No. 70-2018 of March 26, 2018, the City Council co-sponsored the 2018 Newburgh Illuminated Festival by providing the insurance coverage for the event; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, in 2017, it was estimated that 12,000 attended Newburgh Illuminated, which included 4 stages and over 40 bands and performers, as well as other vendors and activities for adults and children; and

WHEREAS, the Newburgh Illuminated Festival continues to draw visitors and tourists and attracts new businesses to Newburgh and to Orange County; and

WHEREAS, the City has applied to Orange County for a tourism grant in the amount of \$10,000.00 to assist in promoting the 2018 Newburgh Illuminated Festival and the City Council finds that accepting such grant is in the best interests of the City of Newburgh and its further development;

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 an Orange County tourism grant in the amount of \$4,999.00 and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



CITY OF NEWBURGH

Office of the City Manager
83 Broadway, Newburgh, New York 12550
(845) 569-7301/Fax (845) 569-7370
www.cityofnewburgh-ny.gov

Michael G. Ciaravino, City Manager

April 6, 2018

Steven M. Neuhaus
Orange County Executive
40 Matthews Street
Goshen, New York 10924

Mr. Neuhaus,

I write to you today to request a \$10,000 grant to aid in promoting tourism for the City of Newburgh. As you are aware, 6 years ago the City of Newburgh hosted a celebration of the history and people of the City of Newburgh for the purpose of highlighting the assets and achievements of the City.

The Newburgh Illuminated Festival is an event designed to bring people and families together in celebration, to 'illuminate' and market the great assets of the City, to bring new people into the area, thus resulting in increased tourism, new business and a positive regional perception.

Attendance last year was near 12,000 with 4 stages and over 40 bands and performers making us the 2nd largest music festival in the Hudson Valley. Our other events included the arts, vendors and activities for both adults and children. It has been a huge success, yet we are challenged each year to come up with the funds to make this event as great it can be.

As we promote our City and Orange County bringing in visitors, tourists and potentially new businesses, we ask for your assistance in this endeavor.

On behalf of the City of Newburgh, we thank you in advance for your consideration and look forward to hear from you.

Sincerely,

Michael G. Ciaravino
City Manager
Newburgh, New York

Thank you Steve!

RESOLUTION NO.: 70 - 2018

OF

MARCH 26, 2018

A RESOLUTION TO CONTINUE SPONSORSHIP OF THE
NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held on June 2, 2018; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

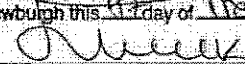
WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held March 26, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of March 2018


City Clerk

RESOLUTION NO.: 70 - 2018

OF

MARCH 26, 2018

A RESOLUTION TO CONTINUE SPONSORSHIP OF THE
NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held on June 2, 2018; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

I, Lorena Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held March 26, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 27 day of March 2018



City Clerk



CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

www.cityofnewburgh-ny.gov

Michael G. Ciaravino, City Manager

April 6, 2018

Steven M. Neuhaus
Orange County Executive
40 Matthews Street
Goshen, New York 10924

Mr. Neuhaus,

I write to you today to request a \$10,000 grant to aid in promoting tourism for the City of Newburgh. As you are aware, 6 years ago the City of Newburgh hosted a celebration of the history and people of the City of Newburgh for the purpose of highlighting the assets and achievements of the City.

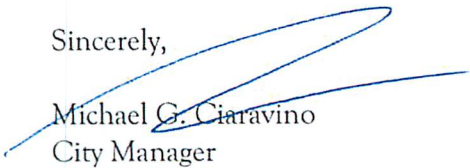
The Newburgh Illuminated Festival is an event designed to bring people and families together in celebration, to 'illuminate' and market the great assets of the City, to bring new people into the area, thus resulting in increased tourism, new business and a positive regional perception.

Attendance last year was near 12,000 with 4 stages and over 40 bands and performers making us the 2nd largest music festival in the Hudson Valley. Our other events included the arts, vendors and activities for both adults and children. It has been a huge success, yet we are challenged each year to come up with the funds to make this event as great it can be.

As we promote our City and Orange County bringing in visitors, tourists and potentially new businesses, we ask for your assistance in this endeavor.

On behalf of the City of Newburgh, we thank you in advance for your consideration and look forward to hear from you.

Sincerely,


Michael G. Ciaravino
City Manager
Newburgh, New York

Thank you, Steve!

RESOLUTION NO.: 109 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH FIREWORKS EXTRAVAGANZA
FOR THE 2018 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION
FOR THE AMOUNT OF \$10,000.00**

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza for fireworks for the 2018 Fourth of July celebration at a cost of Ten Thousand (\$10,000.00) Dollars; and

WHEREAS, should there be a rain event, or other circumstances beyond the City's control which prevent such fireworks to be launched on July 4, 2018, the rain date will be July 5, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Fireworks Extravaganza for a fireworks display for the 2018 City of Newburgh Fourth of July at a cost of \$10,000.00.

4/24/18 - opening

10:25 am

JT -

Km -

HS -

Present

10K

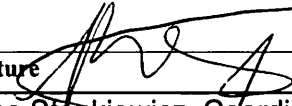
FE

Fireworks Extravaganza



2009 World Fireworks Competition First Place, Hannover Germany

REQUEST FOR QUOTATION – RFQ #7.17**Fireworks Display**for the Annual City of Newburgh 4th of July Celebration in Newburgh, New York

Date: 3/5/2018	Owner: City of Newburgh	Questions may be emailed to Kathryn Mack <i>no later than 4:00 PM (local time) on April 20, 2018:</i> kmack@cityofnewburgh-ny.gov	Deadline to receive responses: <u>04:00 PM (local time)</u> <u>Monday, April 23, 2018</u>
1. VENDOR INFORMATION Company: <u>Fireworks Extravaganza</u> Address: <u>174 Route 17 North</u> <u>Rochelle Park, NJ 12550</u> Phone: <u>800-765-2264</u> Fax: <u>206-202-1544</u> Cell phone: <u>914-652-8301</u> Email: <u>bstankiewicz@fwextravaganza.com</u> Contact Person: <u>Mike Ilissyn</u>		Please quote on this form, your best price, terms and delivery, on the article described below. Vendor must fill in all numbered sections requiring information and attach a detailed summary on shells being quoted in order to receive consideration. Failure to comply with these requirements shall disqualify Quotation and deem Vendor as unresponsive. Affix official signature and attach with proposed shell detail document when submitting Quotation electronically to the City of Newburgh (see Sections 10 and 11 for details). WE QUOTE YOU AS INDICATED BELOW Signature  <u>Bryna Stankiewicz, Coordinator</u> <u>3/23/2018</u> Print Name and Official Title Date	
2. Terms: <u>Single Year Contract</u>		3. F.O.B	4. Date(s) services can be made: <u>July 4, 2018, July 5, 2018</u>
Description		5. Unit Price	6. Amount
Qualified vendors are invited to submit their best quotation for services providing fireworks for the City of Newburgh's Annual 4th of July Celebration to be held on Wednesday, July 4, 2018 with a rain date of Friday, July 6, 2018. A 30-minute fireworks display at approximately 9:00 PM (local time) shall be launched from land at the former Consolidated Iron Site just off the Hudson River at the foot of Washington Street. In the event the Consolidated Iron Site is soggy, fireworks shall be launched from the southerly lot at the City's Waste Water Treatment Plant which is located at the foot of Renwick Street. Vendor must be able to launch fireworks display from either site. The pyrotechnic display should include a variety of shells and events. Prospective vendors must provide a description of fireworks proposed (see Section 10) that delivers a minimum 30-minute display. The successful fireworks provider will be required to furnish copies of all permits requested by the City, including fire permits and all necessary insurances including liability and workers' compensation, and must indemnify the City of Newburgh. The successful fireworks provider must be on-site at the staging area from setup until after take down to provide security for the fireworks and to clean up after the display is over. All cleanup of the site must be completed the same evening of the display and is solely the responsibility of the successful fireworks provider.			
		7. Quote Total:	<u>\$ 10,000 .00</u>
8. Prices shall remain firm for <u>365</u> days.		Contact: Kathryn Mack, City Comptroller	

REQUEST for QUOTATION – RFQ#3.18
Request for Fireworks Display
for the City of Newburgh 4th of July Celebration
This is not a contract or an offer. This is a Request for Quotation Only!

9. Additional comments: _____ See attached for additional information

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

11. Submission. Qualified and interested vendors shall submit their quotations electronically to the City of Newburgh *no later than 4:00 PM (local time) Monday, April 23, 2018. Vendors are responsible for timely submission of their quotations.* Quotations received after specified due date and time will not be accepted.

Vendors shall submit this *Request for Quotation* document and the *Summary of Proposed Display* document as described and required under Section 10 above electronically via email to: kmack@cityofnewburgh-ny.gov. Please ensure that "City of Newburgh-RFQ 3.18" is in the header of the email.

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

12. Award of Contract. The award of this contract may be subject to approval by City Council. The City of Newburgh shall notify the successful fireworks provider of the acceptance of their quotation soon after the deadline for submission. The City shall post a summary of all quotations received on the Empire State Purchasing Group website (www.empirestatebidsystem.com) on or after Wednesday, April 25th for public review.

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

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

March 23, 2018

City of Newburgh
Kathryn Mack
83 Broadway
Newburgh, NY 12550

Dear Ms. Mack,

Per your request, **Fireworks Extravaganza** is pleased to submit the following bid for your consideration for your "7.4.2018 City of Newburgh Fireworks Display"

Date of the Fireworks Display:	7.4.2018
Rain Date:	7.5.2018
Venue Address:	Consolidated Iron Site Washington Street Newburgh, NY 12550
FE Proposal Price:	\$10,000.00
Approximate Show Length	30 Minutes

Your designed ***“Fireworks Extravaganza’s”*** will include the following:

- Five million dollar (\$5,000,000.00) per occurrence, insurance coverage, which offers you the most secure and extensive coverage available in the industry.
- Five million dollar (\$5,000,000.00) Hazmat liability coverage, required by the US Department of Transportation.
- Show will be crafted with products selected by John Sagaria, president of FE.
- All transportation and delivery costs.
- All DOT Permits needed for delivery
- Workers’ Compensation Insurance & Automobile Insurance
- Licensed & Trained Pyrotechnic Display Crew with a vast knowledge base and experience in the Pyrotechnics Industry.
- All application submission, tracking, receiving and notifications required by the Authority having Jurisdiction(s).
- Pre & Post display site inspections.
- Generation of Site Plan & Distance Table.
- Permit Processing and Procurement (Sponsor pays any actual fees)
- The widest available range of top-quality designer aerial shells and effects from around the world including extra-fancy pattern shells, Smiley Faces, Titanium Salutes, Mixed Color Peony, Nishiki Kamuro, Brocade Crowns, Mixed Color Crossettes, Mixed Color Chrysanthemum, Gold Coconut, Purple Coconut, Whistles, Flowers & Much More!
- A skillfully designed production that will vary in intensity and effects to deliver the maximum crowd appeal. The display will last 30 minutes. Many effects used are exclusively designed & manufactured for Fireworks Extravaganza.

SHOW CONTENT DESCRIPTION

PRINCIPIA, OR OPENING BARRAGE

The Principia will then begin with our exclusive gleaming red, gold, silver and whistle effects shooting upward and fanned across the sky accompanied by loud aerial salutes and a canopy of Gold Komoro Shells. The wall of whistles is something that will gain attention and signify the display has begun. This opening presentation will be approximately one minute.

Multi-colored Shells	1,000
Salutes	200
Aerial Star Shell Barrage:	
2 ½" and 3" shells	250
4" Shells	18
5" Shells	15
Total Principia Shells	1,483

MAIN BODY

The Main Body consists of 2 ½" to 6" each individually placed. It will last approximately 26 minutes. The Main Body will be comprised of a vast assortment of aerial effects. Some of the effects are as follows:

- Purple Peony, Green Cracking Peony, Blue Chrysanthemum, Red to Blue Crossette, Smiley faces, Blue Dahilia, Coconuts, Willows, Purple Wave, Red Ring, Red Strobe, White Strobe Waterfall, Red to white Strobes, Titanium Salutes, Red Falling Leaves, Pink Peony, Lemon Peony, Variegated Peony, Yung Feng Silver Variegated Flowers with Strobe, China National Artillery Shell, Crackling Tail Red/White/Blue and Yellow Assorted mixed Peony, Whistles, Brocade Crowns and Super Cracker with Salutes.

3" shells	216
4" Shells	108
5" Shells	72
6" Shells	27
Total Main Production Shells	423

THE GRAND FINALE

The final Grand Finale, is the final segment of this display and will last approximately three minutes. Designed to fully encapsulate the energy from the Principia & Body of the display, the grand finale will consist of a wide variety of designer fireworks display shells from Yung Feng and other leading manufacturers in the industry. The end of the display will seem to end with barrage of salute shells; moments later a curtain of Brocade Crowns trickling down from the sky will bring a final roar from the crowd! Some of these effects are as listed below:

- Yung Feng -Glittering Silver to Red Strobing Chrysanthemum with Strobing Red Tail, Yung Feng- Crackling Nishiki Kamuro, Yung Feng – Kamuro Chrysanthemum to Red Strobing with White Strobing Tail, Assorted Mixed Color Peony, Brocade Crown, Super Crackle-Salute with Magic Ball, Smiley faces, Titanium Salutes with Whistle and Color Tail and Fanned Shape Whistles and more!

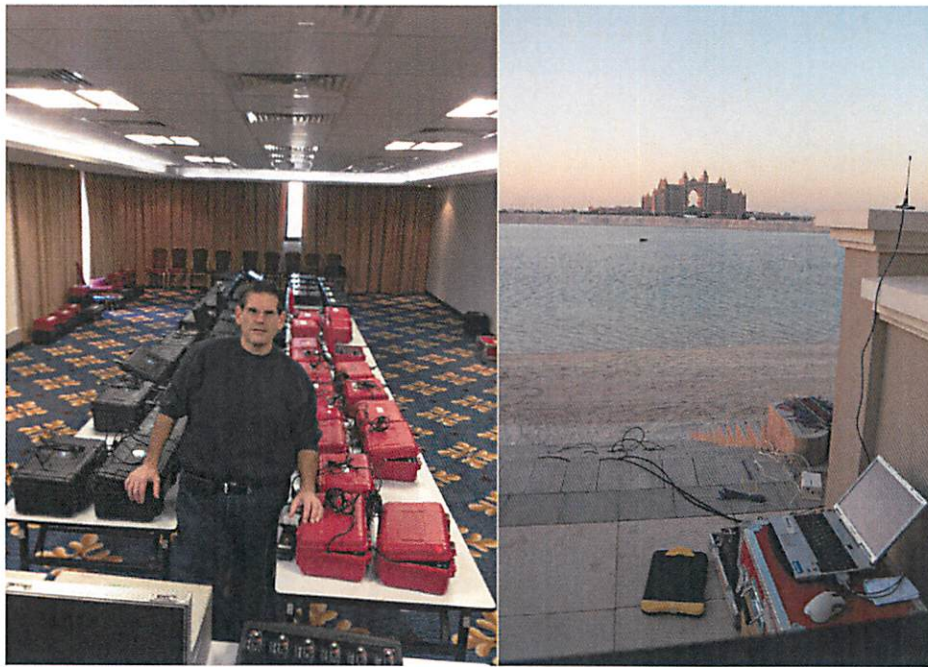
False Finale Shells	2000
Grand Finale:	
2 ½" and 3" shells	350
4" Shells	18
5" Shells	15
6" Shells	12
Total Grand Finale	2,395
Total Program	4,301

There will be a "False Finale" followed by a pause of 20 seconds that will surprise and delight when the real finale starts. Doing the Finale in this way conveys emotion & excitement, creating a sense of False finale followed by a final barrage of shells will surely bring an amazing close to the displays. Comparing to a "random finale" of just various shells. This will be an ending not to be forgotten.

FireOne Electronic Firing



FE has been using, loving, learning and displaying pyrotechnics with the FireOne system for over 25 years. From the very beginning of the development of the system, we have learned from the many “issues” and problems we have encountered. We learn every day how to utilize the system to make things safer, more spectacular and to make the display we do in your “backyard” have the same technology as displays used across the globe. We expand our system yearly and have all of the equipment needed to make sure the only limitation in your display is your imagination.



John Sagaria, setting up multiple FireOne systems for a world record display in Dubai Arab Emirates in December 2013.

We have experience all over the globe in computerized displays. We gather all this experience and bring it home to your display.

If you choose to have a computerized display you will have a script showing the firing of each device down to 1/100th of a second. We can simulcast to music and we can ensure subscription displays are the same for each and every display in the subscription (ie Ball Parks). We have trained crews all over the world for various display companies and our knowledge in the system is world recognized.

DOING WHAT WE DO BEST @ HOME & AROUND THE GLOBE

Formed in April 1988 *Fireworks Extravaganza* is one of the fastest growing fireworks companies in the country. President and Owner, John Sagaria, has performed hundreds of displays around the world and has been an ATF license holder for over 25 years.



Above: Fireworks Display on Hudson River – NYC- 9-11 Memorial

Each year, Fireworks Extravaganza performs over 300 shows to include public displays, corporate and private displays and weddings. FE supplies custom fireworks displays to many communities across the Mid-Atlantic region to include New York, New Jersey, Maryland, Virginia, Delaware and Pennsylvania. We have offices and support staff in Rochelle Park New Jersey, Walden New York, and Baltimore Maryland, along with qualified and professionally trained shooters across the east coast.

FE provides shooters who are fully trained in both hand fire and electronically fired displays. Many of our Lead Shooters have over 20 years' experience with excellent safety records. FE uses the FireOne system, one of the industry's best firing systems for all our electronic displays.

Additionally, FE has product magazines conveniently located in New York, New Jersey, Pennsylvania and Maryland to support a more effective product transport to each display for both our clients and shooter crew members.

2017 Competition 1st Place Champion in Liuyang China

Most Notable, Fireworks Extravaganza has won various awards all over the world for the displays we have choreographed and executed.

In November of 2017, Fireworks Extravaganza won first place in the [2017 Liuyang International Fireworks Competition Champions](#); in Liuyang China, the birthplace of fireworks.



John Sagaria and his team captains were presented with the Litian Statue, a replica of the father of fireworks.

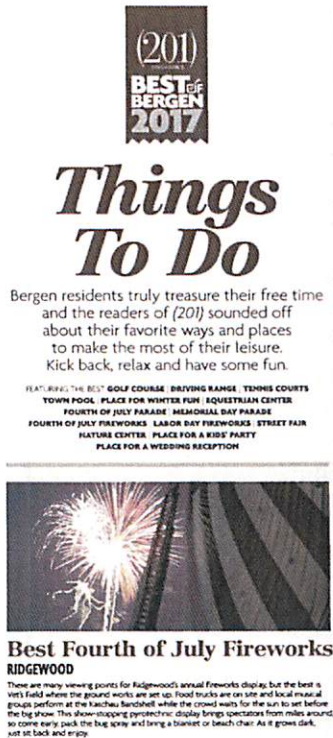
Please take a moment to review the link to see the caliber of work we hold ourselves to as an organization. We take all that we learn from our competitions to make the display at home the best they can be.

Above: SOCA Monarch Festival Display at the Hasley Crawford Stadium, Trinidad

Home State - New Jersey

Best of Bergen 11 years Running

Fireworks Extravaganza has been recognized by 201 Magazine as the Best "4th of July" fireworks display in Bergen County, New Jersey for 11 years running.



Above: 201 Magazine naming Fireworks Extravaganza – Best Display in New Jersey for 11 years running.



These accomplishments demonstrate the caliber of work we hold ourselves to and the commitment we have in providing the highest quality of product and service. It makes us proud to work in this industry, to promote independence and support what freedom stands for in the great United States of America.

National Fireworks Association



Fireworks Extravaganza is also a proud member of the National Fireworks Association (NFA) since 2010. The NFA is an organization with a membership of companies and individuals that promote safety and insures proper regulatory measures within the fireworks industry. FE President John Sagaria is the NFA website administrator.

In 2017, he choreographed and performed the ["For the Love of it All"](#) public fireworks display held on the final day of the NFA's largest event, the 2017 NFA Expo, where thousands of NFA members and the public attended.



Our Promise To You Today & Always

We work 365 days a year to make the day of your event spectacular and consider our safety record second to none and are extremely proud of our work.

We are small enough to be able to offer close custom services and large enough to have the resources to safely produce the display. Please make sure to look at our website for references and a list of our clients.

Thousands of effects will be used in your display. We have designated the actual effects on the enclosed manifest of materials. If needed we can explain how FE's list of materials will differ greatly from any other proposal you may receive.

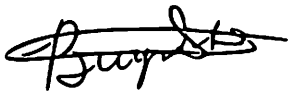
The piece of paper you are holding in your hand is really worthless. Anyone can make promises on paper. We have yet to earn your trust, but we hope you will call some of the sponsors that we have worked hard to earned their trust.

Some of the shows we perform are below and you can call any one of them:

Rockland Boulders, NY; Town of Haverstraw, NY; Staten Island Borough President, NY; Village of Ridgewood, NJ; Hillsborough Township, NJ; City of Peekskill, NY; Rocking Horse Ranch, NY; Town of Newburgh, NY; Town of Southeast, NY; Village of Greenwood Lake, NY; Lake Mohawk Country Club, NY; Town of Clarkstown, NY; Town of Wallkill, NY; Town of Kent, NY; Village of Sleepy Hollow, NY; Town of Plattekill, NY; Town of Chester, NY; Town of Fallsburg, NY; Village of Catskill, NY; Town of Middletown, NY; Village of Spring Valley, NY; Borough of Park Ridge, NY; Ringwood Recreation, NJ; Brick Township, NJ; Indo American Festivals, NY & NJ; Bear Mountain State Park, NY; Town of Belair, MD; University of Maryland College Park, MD; Defenders Day Celebration, MD; City of Hagerstown, MD; Town of Elkton, MD; Fullerton Fireworks, MD; Salisbury Traditions, Inc, MD; Town of Cecilton, MD; City of Gaithersburg, MD; Aberdeen Ironbirds – Ripken Stadium, MD; Ocean Downs Racetrack, MD; Town of Boonsboro, MD; River Valley Ranch; MD; City of Chesapeake City, MD; City of Brunswick, MD; Snow Hill, MD; Calvert County Parks & Recreation, MD; City of Lebanon, PA; Upper Darby Township, PA; Mason Dixon Fair, PA; Crozet Community Association, VA; Farmington Country Club, VA; Fairfax County Park, VA; Town of Middletown, DE & Town of Smyrna, DE.

We look forward to performing your “**Fireworks Extravaganza**” and we are honored for the chance to work with you. If you have any questions regarding our proposal please feel free to call me directly at 800-765-2264, extension 770.

Kindest Regards,



Bryna Stankiewicz
Event Coordinator
Fireworks Extravaganza
bstankiewicz@fwextravaganza.com

Fireworks Extravaganza

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

US DOT Hazardous Materials Carrier DOT#2064141

MD Explosive Dealer License #W-016

NY State Dealer/Manufacturer License #D-5741

NJ Permit to Use Explosives License #003309

NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995

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

174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

7.4.2018 City of Newburgh

Show Logistic Staff Allocation

The following individuals will be tasked with seeing your production through; from conception to completion. Rest assured at any time you may depend on any of these individuals to ensure your needs are met.

John Sagaria - President

With 25 Years Pyrotechnic Experience including two world championships 1st place awards in [Hanover, Germany](#) & [Liuyang, China](#), John Sagaria – President of Fireworks Extravaganza will hand select the product to be used for your display, coupled with project oversight as a whole.

Brian Hollenback – Permit Director & Event Coordinator

Permit Director and Event Coordinator with Fireworks Extravaganza; all aspects of site logistics, display preparation including but not limited to, Permit Tracking, Crew Logistics, Project Oversight and Client Relations. With a vast understanding of the regulatory codes surrounding the pyrotechnic industry, rest assured all required documents and permits will be in line with all regulatory measures stipulated at a Local, State and Federal levels.

Bryna Stankiewicz – Client Relations – Project Oversight

Administrative Coordinator for Fireworks Extravaganza, Bryna Stankiewicz is directly involved with client relations, from contractual agreement until show completion. Bryna will ensure all clients requests and needs are not only met, but exceeded.

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
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Worldwide Experience in Pyrotechnics - Since 1995

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174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

THIS IS THE MOST IMPORTANT DOCUMENT WE CAN HAND YOU

What we promise to do in the future is one thing, what we have done in the past is what we are. Please call them! We will work very hard to add your organization to this list. This is just a small sample of the hundreds of displays we produce.

BASEBALL CLUBS

- | | |
|---|-----------------|
| Rockland Boulders Ball Park | 2012 to Present |
| Date: 20 Shows During The Year | |
| Location: Pomona, NY | |
| Shawn Reilly - 845-364-0009 - "Best Shows of any Minor League Team" | |
| | |
| Aberdeen IronBirds | 2012 to Present |
| Date: Entire Season | |
| Location: Aberdeen, MD | |
| Jack Graham 443-327-8061 | |

NEW YORK- NEW JERSEY

- | | |
|---|-----------------|
| Town of Haverstraw | 2005 to Present |
| Date: July 3 | |
| Location: Bowline Park | |
| Howard Phillips - 845-429-2200 - "Get's Better Every Year" | |
| | |
| Village of Ridgewood | 2006 to Present |
| Date: July 4 | |
| Location: Ridgewood, NJ | |
| Mike Janke - 201-787-0190 - "NJ's Magazine Best Fireworks Show - 10 Years in a row" | |
| | |
| Town of Newburgh | 2010 to Present |
| Date: June 30 | |
| Location: Newburgh, NY | |
| Robert Petrillo - 845-564-2429 - "Loved it" | |

Town of Putnam Valley Date: September 23 Location: Putnam Valley, NY Sam Oliverio 845-526-2121	2010 to Present
City of Peekskill Date: July 4 Location: Peekskill, NY Leonard Varella 914-490-9655	2011 to Present
Rocking Horse Ranch Date: 4 - 5 Shows Resort Location: Highland, NY Scott Butler 845-332-0202	2011 to Present
Kingston, NY Date: December 31 Location: Kingston, NY Meghan Kleinhans 845-331-9434	2011 to Present
Warwick Fire Department Date: June 24 Location: Warwick, NY Tom Cosgrove 845-656-1778	2011 to Present
Staten Island Borough President Date: 4 Shows During the Year Location: Staten Island NY – Barge Shows Lee Covino – 718-816-2034 “Best Shows SI has had”	2012 to 2013
Village of Greenwood Lake Date: July 8 Location: Greenwood Lake, NY Pat Olsen 845-477-9215	2012 to Present
Town of Walkill Date: July 4 Location: Middletown NY Bill Fedun – 845-361-5087 – “Excellent show, fantastic”	2012 to Present
Town of Kent Date: July 3 Location: Carmel, NY Maureen Fleming – 845-225-3943	2012 to Present
Village of Sleepy Hollow Date: July 4 Location: Sleepy Hollow, NY Anthony Giaccio – 914-366-5105	2012 to Present
Town of Plattekill Date: July 9 Location: Modena, NY Joe Croce – 845-883-7331 “The Finale was the best we have had”	2012 to Present

Town of Chester Date: July 9 Location: Chester, NY Alex Jamieson – 845-325-6409 “Show was the best”	2012 to Present
Village of Walden Date: September 30 Location: Walden, NY John Revella 845-629-4473	2012 to Present
Town of Middletown Date: July 16 Location: Middletown, NY Rae Yingling – 302-275-0473	2012 to Present
Village of Spring Valley Date: July 14 Location: Spring Valley, NY Sherry Scott 845-352-1110	2012 to Present
Bear Mountain State Park Date: June 24 Location: Bear Mountain, NY Liz O’Loughlin – 845-786-2701	2012 to Present
Town of New Paltz Date: June 30 Location: New Paltz, NY Kathy Preston– 845-255- 0604 “Everyone gave 100%”	2012 to Present
Town of Lloyd Date: July 2 Location: Highland, NY Paul Hansut 845-750-4672	2012 to Present
City of Newburgh Date: July 2 Location: Newburgh, NY Kathryn Mack 845-569-7460	2013 to Present
Town of Clarkstown Date: June 30 Location: Nanuet NY Robert Berdy – 845-639-20148 “Excellent display, loved double finale”	2013 to Present
Ringwood Recreation Date: September 10 Location: Ringwood, NJ Kayla Piehler, -- 973-475-7108	2013 to Present
Indo American Festivals Date: October 16 Location: Long Branch, NY Kamal Daga – 732-322-2811	2013 to Present
Borough of Park Ridge Date: June 11 Location: Park Ridge Liz Falkenstern – 210-573-1800	2013 to 2016

Wyckoff Fire Department Date: September 2 Location: Wyckoff, NJ Stephen Kopshaw 201-694-5202	2015 to Present
Town of Fallsburg Date: July 3 Location: Fallsburg, NY James Goldfarb – 845-434-5877 “The finale was a 10”	2016 to Present
Village of Catskill Date: July 2 Location: Catskill, NY Heather Bagshaw – 518-819-8711	2016 to Present
Town of Southeast Date: July 2 Location: Brewster, NY Patricia Bohman – 845-279-3915	2016 to Present
Lake Mohawk County Club 4 th Date: July 3 Location: Sparta, NJ Barbara Wortman – 973-729-6156	2016 to Present
Town of Southeast Date: July 2 Location: Brewster, NY Patricia Bohman – 845-279-3915	2016 to Present
Hillsborough Family Fun Event Date: July, 1 Location: Hillsborough, NJ Nancy Costa 908-369-8672 “GREAT Finale”	2017 to Present
Township of Brick Date: July Shows Location: Brick, NJ Maryann Jusinski 732-262-1058	2017 to Present
Village of Warwick Date: August 5 Location: Warwick, NY Bill Lindberg 845-652-0633	2017 to Present
Village of Philmont Date: July 8 Location: Philmont, NY Monty Jennings – 518-929-7400	2017 to Present

MARYLAND

Town of Bel Air Date: July 4 th Location: Rockfield Ball Fields, Bel Air, MD Donald Stewart – 410-322-9342 - “Great Show”	1992 to Present
University of Maryland – College Park Date: July 4 th Location: University of Maryland Campus Lawn, College Park, MD Robert Ryan – 240-487-3570 - “The Show was great”	2000 to Present
Hereford Optimist Club Date: July 2 Location: Parkston, MD Mark Gardner 443791-2289	2011 to Present
Gamber & Community Fire Company Date: May 29 Location: Finksburg, MD Charles Green 410-320-2039	2011 to Present
North Point Edgemere Fire Company Date: July 31 Location: Baltimore, MD Albert Palcher 443-565-0514	2011 to Present
Herrington Harbour Inc. Date: July 3 Location: North Beach, MD Jed Dickman 410-741-5100	2011 to Present
Forest Hill Recreation Counsel Date: April 22 Location: Forest Hill, MD Deb Norcross 410-459-1433	2011 to Present
Glen Burnie Improvement Association Date: July 3 Location: Glen Bernie, MD Andy Werner 410-590-3820	2011 to Present
Woodholme Country Club Date: July 2 Location: Pikesville, MD Oliver Leoni 410-486-3700	2011 to Present
Baltimore Symphony Orchestra Date: July 3 Location: Cockeysville, MD Janette Matte 410-783-8065	2011 to Present

Charlestown Field of Honor Date: May 26 Location: Cantonsville, MD Daniel Simmons 410-242-3300	2011 to Present
City of Brunswick Date: July 3 Location: Brunswick, MD Carrie Myers 301-834-7500	2011 to Present
Darlington Lions Date: June 24 Location: Darlington, MD Larry Burton – 410-306-0615	2012 to Present
Chesapeake City Date: July 1 Location: Chesapeake Beach, MD Connie O'Dell – 301-938-4061 "Show was great!"	2012 to Present
City of Brunswick Date: July 2 Location: Brunswick, MD Carrie Myers – 301-834-7500	2012 to Present
Snow Hill Area Chamber Date: July 2 Location: Snow Hill, MD Lisa Moyer – 443-880-0183	2012 to Present
City of Hagerstown Date: July 4 Location: Hagerstown, MD Lauren Metz – 301-739-8577 "Great show"	2012 to Present
Town of Elkton Date: July 4 Location: Cecil County, MD Michelle Hensen – 410-398-0970	2012 to Present
Fullerton Fireworks Date: July 4 Location: Baltimore, MD George Stover – 410-962-5942	2012 to Present
Salisbury Traditions Inc. Date: July 4 Location: Salisbury, MD Mike Dunn – 410-726-5195	2012 to Present
City of Gaithersburg Date: July 4 Location: Gaithersburg Denise Kayser – 301-258-6350	2012 to Present
Ocean Downs Racetrack Date: June, July, August Location: Berlin, MD Joe Cavilla – 410-641-0600 "Great!"	2012 to Present

Calvert County & Parks Date: May 17 Location: Chesapeake Beach, MD Nola K. Formy-Duval – 410-535-1600 “Nice!”	2012 to Present
Town of Boonsboro Date: July 1 Location: Boonsboro Kim Miller – 301-432-5141	2012 to Present
Girdletree Volunterr Fire Department Date: July 2 Location: Girdletree, MD Jeff McMahon 410-632-5666	2013 to Present
River Valley Ranch Date: July 1 Location: Washington County, MD Laura Krebs – 443-712-1010	2013 to Present
Girdletree Volunterr Fire Department Date: July 2 Location: Girdletree, MD Jeff McMahon 410-632-5666	2013 to Present
Town of Clear Springs Independence Day Jam Date: July 3 Location: Washington County, MD Juanita Grimm 301-842-2252	2013 to Present
Wicomico Eastside Chamber Date: July 3 Location: Willard, MD Trent Molnar 410-835-8911	2015 to Present
Town of Cecilton Date: August 19 Location: Cecilton, MD Mike Cooper – 443-350-4265	2015 to Present
Pocomoke Area Chamber of Commerce Date: June 17 Location: Pocomoke City, MD Michelle Hickman 410-957-1919	2015 to Present

Pennsylvania

Country Club of York Date: Labor Day weekend Location: York, PA Jennifer Bachman "Show was great"	2005 to 2013
Pottstown Date: July 4 th Location: Pottstown, PA Chief Richard Lengel "Think this show was the best ever"	2000 to 2013
Selinsgrove Center Date: September 8 Location: Selinsgrove, PA Guy Stamm 570-372-5761	2011 to Present
Hanover Country Club Date: July 3 Location: Abottstown, PA Dan Wildasin 717-451-8422	2011 to Present
Sellersville Fire Company Date: July 14 Location: Sellersville, PA Gregory Castelli 215-257-8170	2011 to Present
Hellam Area Recreation Commission Date: August 26 Location: Hellam, PA Mark Potosky 717-718-2480	2011 to Present
Jefferson Carnival Date: July 19 th Location: Spring Grove, PA Richard Krebs 717-229-2294	2011 to Present
Upper Darby Township Date: July 3 Location: Drexel Hill, PA Thomas Judge – 610-734-7622 "Best show in years!"	2012 to Present
Mason Dixon Fair Date: July 15 Location: Delta, PA Jeff Griffith – 717-456-9166	2012 to Present
Coatesville Country Club Date: July 2 Location: Coatesville, PA Lori Lesyk – 610-384-3200 "Excellent display"	2012 to Present
Red Lion Recreation/New Years Date: July 3, Dec 31 Location: Red Lion, PA Tina Frutiger – 717-880-8959	2012 to Present

Whitetail Resort Date: December 31, New Years Location: Mercersburg, PA Katrina Gayman – 717-328-9400	2012 to Present
Ski Liberty Mountain Date: December 31 Location: Carroll Valley, PA Lonny Whitcomb – 717-586-7338	2012 to Present
Enterprise Fire Company Date: May 26 Location: Hatboro, PA April Mount 215-675-4040	2013 to Present
City of Coatesville Date: July 8 Location: Coatesville, PA Mike Trio 610-384-0300	2017 to Present
Sunny Brook Country Club Date: July 8 Location: Plymouth Meeting, PA Susan Lauter 610-828-9617	2017 to Present

VIRGINIA

Shenandoah Apple Blossom Date: 1 st Friday in May Location: Winchester VA John Rosenberger "Best Show Ever."	2001 to 2014
Middleburg Community Center Date: July 4 th Location: Middleburg, VA Joanne Cole "Best job ever from set up to clean up"	1998 to 2013
Crozet Community Date: July 1 Location: Crozet, VA Tim Tolson – 434-243-6592 "Show was awesome!"	2012 to Present
Winchester Church of God Date: July 2 Location: Winchester VA Dorie Fischer 540-667-801 "The Finale was the best we've ever seen"	2013 to Present
Whilton Farms Date: July 2 Location: Greenwood, VA Terrence Daniels 434-979-9101	2012 to Present

DELAWARE

Town of Middletown 1998 to Present

Date: July 4th

Location: Middletown, DE

Rae Yingling – 301-275-0473 “Always done a great job”

Smyrna/Clayton July 4th Assn 1998 to Present

Date: July 4th

Location: Smyrna, DE

Robert Merrill – 302-653-6809 “Display was beautiful”

World Champion Punkin Chuckin Assn 2010 to 2013

Date: First Saturday in November

Location: Bridgeville, DE

John Huber “We have always been very happy with your company”

Town of Elsemere 2011 to Present

Date: July 1

Location: Willmington, DE

John Giles 302-998-2215

LabWare 2016 to Present

Date: July 1

Location: Greenville, DE

Debra Adelman 302-521-0250

WEDDINGS

Cedar Lake Estates

Date: August 5
Location: Port Jervis, NY
Anne Parizat - 516-312-3669

Vanderbilt Museum

Date: June 24
Location: Centerport, NY
Gianne Ocampo - 516-729-4734

Lake Mohawk Country Club

Date: July 29
Location: Sparta, NJ
John Crowley - 516-233-7156

The Chandelier at Flanders Valley

Date: July 15
Location: Flanders, NJ
Joe Marotta - 908-447-4696

The Marigold

Date: July 1
Location: Somerset, NJ
Pranav Shroff 609-816-5080

The Farm House at the Grand Colonial

Date: December 31
Location: Hampton, NJ
Emily Marotto - 973-945-6736

Hyatt on the Hudson

Date: September 9
Location: Jersey City, NJ
Vaishali Deshpande - 732-904-0908

Bear Brook Valley

Date: May 20
Location: Fredon, NJ
Jennifer Radeloff - 973-670-1164

Ski Liberty Mountain Resort

Date: June 17
Location: Fairfield, PA
Leanne Grapes - 215-534-9265

Oheka Castle

Date: October 22
Location: Huntington, NY
Anthony Zanni 516-922- 5468

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
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Hanover Germany 2009 International
Competition first place.

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Things To Consider When Choosing A Firework Vendor

It is very important to research the origination of who you chose to work with. There are many things that make a Fireworks Company a safe, successful & trustworthy vendor.

Do you know about the history of the company and its owners? A simple google search of the owners will help give you an understanding of the caliber of individuals you are working with.

- [John Sagaria - Fireworks Extravaganza - Google Search](#)

Where is the company's office located and where will your display be facilitated from? Be sure your company has an established location of operation(s) with physical street addressed.

- Fireworks Extravaganza has three offices on the East Coast in [New York](#), [New Jersey](#) & [Maryland](#). With storage facilities in [Walden, New York](#); [Nescopeck, Pennsylvania](#); [Chesapeake City, Maryland](#) & [Chestertown, Maryland](#) – rest assured we have the facilities and the staff to accommodate your needs.

How long has the company been licensed with their current [Federal Explosives License](#)? Is your company licensed to handle explosives in your state?



- For the past 25 years, Fireworks Extravaganza has maintained a valid Federal Explosives License issued by and in full compliance with the United States Department of Justice – Bureau of Alcohol, Tobacco, Firearms and Explosives.
- Registered to do business in New York, New Jersey, New York City, Pennsylvania, Maryland, Delaware & Virginia

Have you looked into your prospective vendors safety record?

- Fireworks Extravaganza prides itself on providing safe displays for our clients, their community & our technicians. To uphold and maintain the highest of standards when it comes to ensuring a safe display is performed each and every day, is our priority. Please review the claims report from our insurance provider for the past five policy years.

Insured: J And J COMPUTING INC. DBA FIRE
Policy Number: S18ML00022
Policy Period: 11/09/2016-11/09/2017
LOB: Package

EVEREST LOSS RUN
as of Aug 02 2017

EVEREST

Claim Number	Date of Loss	Description of Loss	Claimant Name	Indemnity Paid	Medical Paid	Expense Paid	Subro/	Deductible/	Total Paid
Claim Status	Date Reported	Cause of Loss	Driver/Class Cd	Indemnity Reserve	Medical Reserve	Expense Reserve	Salvage	Recovery	Total Reserve
Closed Date	Days Between	Loss State/Loc Num	Loss Subline	Indemnity Incurred	Medical Incurred	Expense Incurred			Total Incurred
No Claims for this Policy Period				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Subline : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Line Of Business : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Policy Number: S18ML00022-161 : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00

Insured: J And J COMPUTING INC. DBA FIRE
Policy Number: S18ML00022
Policy Period: 11/09/2015-11/09/2016
LOB: General Liability

EVEREST LOSS RUN
as of Aug 02 2017

EVEREST

Claim Number	Date of Loss	Description of Loss	Claimant Name	Indemnity Paid	Medical Paid	Expense Paid	Subro/	Deductible/	Total Paid
Claim Status	Date Reported	Cause of Loss	Driver/Class Cd	Indemnity Reserve	Medical Reserve	Expense Reserve	Salvage	Recovery	Total Reserve
Closed Date	Days Between	Loss State/Loc Num	Loss Subline	Indemnity Incurred	Medical Incurred	Expense Incurred			Total Incurred
No Claims for this Policy Period				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Subline : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Line Of Business : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Policy Number: S18ML00022-151 : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00

Insured: J And J COMPUTING INC. DBA FIRE
Policy Number: S18ML00022
Policy Period: 11/09/2014-11/09/2015
LOB: General Liability

EVEREST LOSS RUN
as of Aug 02 2017

EVEREST

Claim Number	Date of Loss	Description of Loss	Claimant Name	Indemnity Paid	Medical Paid	Expense Paid	Subro/	Deductible/	Total Paid
Claim Status	Date Reported	Cause of Loss	Driver/Class Cd	Indemnity Reserve	Medical Reserve	Expense Reserve	Salvage	Recovery	Total Reserve
Closed Date	Days Between	Loss State/Loc Num	Loss Subline	Indemnity Incurred	Medical Incurred	Expense Incurred			Total Incurred
No Claims for this Policy Period				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Subline : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Line Of Business : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Policy Number S18ML00022-141 : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00

Insured: J And J COMPUTING INC.
Policy Number: S18ML00022
Policy Period: 11/09/2013-11/09/2014

EVEREST LOSS RUN
as of Aug 02 2017

EVEREST

Claim Number	Date of Loss	Description of Loss	Claimant Name	Indemnity Paid	Medical Paid	Expense Paid	Subro/	Deductible/	Total Paid
Claim Status	Date Reported	Cause of Loss	Driver/Class Cd	Indemnity Reserve	Medical Reserve	Expense Reserve	Salvage	Recovery	Total Reserve
Closed Date	Days Between	Loss State/Loc Num	Loss Subline	Indemnity Incurred	Medical Incurred	Expense Incurred			Total Incurred
No Claims for this Policy Period				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Subline : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Line Of Business : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Sub Total for Policy Number S18ML00022-131 : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
Grand Total of Selected Years for Policy Number: S18ML00022 : 0				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00			0.00
				0.00	0.00	0.00	0.00	0.00	0.00

Are your prospective vendors actively affiliated with the [American Pyrotechnics Association](#)?

- The American Pyrotechnics Association largely responsible for the advocacy of safety in the design and use of all legal pyrotechnics. Its members are committed to the safety and regulatory compliance. They work closely with their members to promote responsible regulation of the Fireworks Industry.



○ Fireworks Extravaganza has been a member of the American Pyrotechnics Association since **2010**.

Are you familiar with the [National Fireworks Association](#)?

- The National Fireworks Associations main mission is to work closely with companies, manufactures and authoritative bodies to diligently promote safety within the industry of pyrotechnics.



○ John Sagaria – President of Fireworks Extravaganza has been a member of the National Fireworks Association for **10+ Years**. John is the website manager for the National Fireworks Association.

Our passion is professional pyrotechnics; Public, Private, Weddings, Sporting Events, Proximate Displays and more. Our goal is to safely merge technology & beauty with pyrotechnics. The people that work at Fireworks Extravaganza are dedicated to your safety, satisfaction and being the best in the industry. We work every day towards this goal.

American Pyrotechnics Association 2018 Committee Rosters

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— Wedding Referrals —

Making Memories that Last a Lifetime!

"Hit of the night. Just unreal Brian you made my wife cry last night and everyone was going crazy over them. We even got random emails from people just to tell us they found our contact info online and wanted to tell us it was the best show they've ever seen. A million thank yous.

John I can't thank you enough. Apparently all of Twitter and Facebook is talking about the show as are our guests. But that's just a bonus. Elisa was crying during the show because she was so happy and I teared up as well. It was a magical night and made our wedding the event of a lifetime. I can't thank you guys enough for it and expect a gift in the mail soon! Thank you again for being such a huge part of our wedding. "

Stefanovic Wedding

THANK YOU all so much for the incredible job you did. It was truly amazing. We will continue to highly recommend your company, for not only do you do great work but your also incredible people! Even real life has its fairytales. Thank you for being a part of our magical day of true love."

Zanni Wedding

**Fireworks are like flowers,
They are here just a moment
...but at the end of our life all we
get to take with us is memories...
Let us help create your lifetime memories!**



"Brian & FE worked flawlessly with my wedding planner...and all relevant parties, to connect all the dots and ensure we had an unforgettable once in a lifetime experience. The Manhattan skyline as a backdrop was as jaw dropping as we hoped, but I believe FE is capable of creating a breathtaking show no matter the location. I was told, by too many guests to name, that it was THE BEST firework display they had ever seen. Someone even asked me if FE had created a new type of firework (baba!!) because they had such a cool, unique, sophisticated display. The amount of attention it received both privately and publicly (a few reality stars had snap chatted the display!! along with lots of general attention on social media) is a testament to the hard work FE put in to making a truly spectacular experience for us. It was by far the highlight of our wedding and truly an experience we will cherish for the rest of our lives. I wish I could re-live it over and over. We will be forever grateful to Brian and his crew!

Thank you a million times over,

Supreet & Nishan Wedding

"As relayed to Bryna this morning - I want to thank EVERYONE for your hard work on this event. It was spectacular and more than we had wished. Donna - your responsiveness and dedication was impeccable. The team on site including Michael who lead the team was fantastic and really worked hard under the gun to make it all happen.

I can't thank you all enough!

We will definitely keep you first on our list for Firework needs in the future. "

Anna Wells – Senior Event Planner



Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
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Hanover Germany 2009 International Competition first place.

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Fireworks Extravaganza Wins 2017 Liuyang International Fireworks Competition



John Sagaria, FE President holds the Litian Champion Trophy
on the night of the 11.4.2017 first place win.

Fireworks Extravaganza is proud to have won 1st place in the 2017 Liuyang International Fireworks Competition which was held on November 4th in Liuyang China during the semi annual Liuyang Fireworks Festival.

The competition, held every two years, was performed in a large stadium in Liuyang, known as the "Birthplace of fireworks". The Stadium was filled to capacity on both nights of the 2 night festival that had performances from Chinese dancers and singers.

The 2nd night of the festival features the competition between 4 companies. The competition participants included the following companies; Yeng Feng from China, Super Fireworks from Russia, Nico Europe from Germany and Fireworks Extravaganza representing the U.S.A.

The show has the largest front of any FE show to date. The timing had to be sped up by 2x to cover such a vast area.

Each show was limited to 12 minutes and the music and all the effects are at the sole discretion of the team. The FE show had two new effects:

The Countdown in the start of the show was over 50' tall and supported by two cranes. Many times before doing the countdown has been done with 1 second Gerbs which creates a quiet display of the number for less than one second. This time FE used Airbursts for the countdown that exploded each number in a shock wave of sound. This idea was originally planned by the legendary Chinese designer Can Guo-Qiang for the Beijing Olympics, but the idea was never used. It really adds impact to the countdown.

Read more about the legend here: https://en.wikipedia.org/wiki/Cai_Guo-Qiang

The cube segment was created by Precise Comets on the ground and added depth and symmetry not seen often in Fireworks.

As the winning company, John Sagaria was presented with the Litian statue. He also signed a large flag, along with the other team captains, that will be hung in the Fireworks Museum in Liuyang



Each team had a site they had to stay in on the field.



All Competitors signed the Flag to be displayed in the International Fireworks Museum in Liuyang City

The competition statue given is based on the large wooden statue of Litian in China and says "Champion". Litian is the historic founder of fireworks.

Read More about Litian here:

<https://epicfireworks.com/blog/2010/03/statue-of-litian-the-godfather-of-fireworks/>

Here is Link to Full Program as seen on Chinese Television.

Use Firefox to view and make sure Flash is Enabled:

<http://vzan.com/live/tvchat-499092?ver=636454375331923986>

The whole program is 2 hours long. **The FE portion and display begins at 39 minutes in.** The awards are at 2 hours and 5 minutes in.

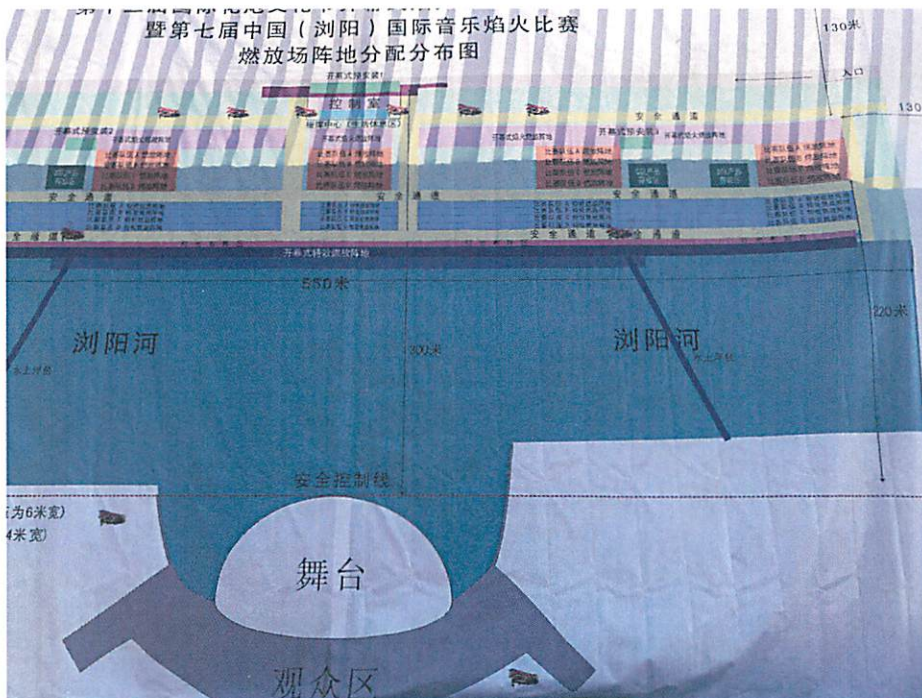
Here is a Compilation of the FE Elements, and also some of the Chinese dancing segments that are very good:

NOTE: This is Low Res Screen Capture Version. We will have HD in the coming weeks

<https://vimeo.com/241766506>



John Sagaria on the shoot site with the managers that built the display.



The full site plan showing each team location.



John Sagaria presents the factory owner of Jintan Fireworks with the Litan Champion Trophy. The trophy will stay in Liuyang at the Jintan factory for all to view and remember the great accomplishment.



The Winning Certificate to be displayed at the FE office in the U.S.A.

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Our mailing address is:

Fireworks Extravaganza

Worldwide Experience in Pyrotechnics - Since 1995

& John Sagaria

 **In** the News

JOHN SAGARIA: The Crème de la

In the world of pyrotechnics there are many capable people. John Sagaria, however, is an artist extraordinaire. His shows are well known for their artistry, color and exquisite choreography. That's why factories hire him to shoot their demos, and pyrotechnic clubs want him to headline their shows.

"Think small. Remember, there are few things in fireworks that are very big. Even a 16" shell is made of small stars."

—John Sagaria

2007
PGI "Inspiration"
show

Crème of the Fireworks Masters

by JEFF CELLUCCI

John Sagaria is a pyro's pyro. When designing and shooting fireworks displays, his philosophy will likely surprise many of you. While others in the industry work to fill every inch of the sky with the most brilliant and largest products possible, John's outlook is "think small."

John was born in the Bronx, N.Y. in 1966, graduated from high school in Rockland County, N.Y., and still lives in New York today. He was first introduced to fireworks by two of his uncles, Franny and Richie. Every 4th of July he would watch his uncles shoot fireworks. John's first fireworks were a brick of firecrackers for which his father paid \$15.00. Fireworks were and remain illegal in New York, so it wasn't unusual, even back then, to pay a premium. John remembers making his first fireworks purchase while he was still in school.

"I paid like \$45.00 and got a bag," John said. "I remember there were loose Jumping Jacks for 50 cents each. I was so happy, even though I later found out how I'd been ripped off!" His first "big time" purchase was made during high school when he sent \$475 to Fireworks Unlimited in Ohio. Shortly after he placed an order from their catalog, a tractor-trailer pulled up to his father's house with about 10 cases of fireworks. John was in heaven. His father, though, didn't think it was such a great thing to be unloading case after case of fireworks while John was at school.

John was on his way to orchestrating professional shows when he obtained his ATF license on July 1, 1989. "Back then you didn't even need storage, so my office was my storage," he explains. He attended his first formal training class with Vitale Fireworks almost three years later (May 2, 1992). After completing the class, he received a call to shoot a show at Mocatck Speedway in the Poconos, Pennsylvania. This hand-fired show was

the start of his professional career.

At the 1997 PGI convention, John was introduced to computerized firing. "It was the 'Dreams' segment of the public display done by Ken Nixon and Jack Harvey, working with Pyrodigital. It was the best show I had ever seen and something I have never forgotten," John remembers.

The following year, John did some trading to land a small Fireone 8-wire system with 10 modules, and did several small test shows for clubs. In 1999, he put on his first professional Fireone shows in Lancaster and Lititz, Pennsylvania (July 2 and 3rd). The Lancaster show was shot from the roof of a parking garage and hotel. Unfortunately, it started to rain and John discovered that the 8-wire system was anything but waterproof. The weather delayed the show for almost an hour and taught John the importance of carrying backup systems whenever he goes to a shoot.

John's current position in the fireworks industry is unique. Rather than selling shows directly to customers, he shoots for display companies. He has done work for about 15 display companies and factories. Sometimes he does everything, including picking and editing the music tracks, creating the program and orchestrating the *feel* of the show. He also picks the products from the display companies' inventories, and may set up and shoot the show with his crew. Often times, he just provides his firing system and shoots the show as provided by the display company.

When producing the whole show, John decides which product is best for that venue. "Having the best show does not always need the largest shell size possible for that venue," John says. "Sometimes, I have gotten more of a reaction from the crowd from \$4 strobe pots than a 16" shell. Shows for display companies are not the most prestigious, but the goals are just the same – produce a safe environment that the public can enjoy."

One of John's favorite shows to produce is a factory demo. "I've produced demos for Shogun/Vulcan, Dancing, and Dominator. For these shows, we're trying to produce the best possible display for the devices," he explains. "I've traveled to China three times since 2003 and really enjoy working with the factories. They've always been very honest and hard working." The last factory demo John completed was for Shogun/Vulcan at the 2007 NFA Convention. For this show, he was able to pick out all the material from the factory and have it shipped to him. He also chose the music and designed the entire show. "These are the shows that put the most pressure on me to produce," John said, "The factory is investing so much in the product, shipping, and show expenses. I really want to make the show as good as is possible."

When it comes to choosing products for John's displays, the two things he considers are timing and consistency. "Time is two numbers," John says. "Everyone is always concerned with the 'lift' time, meaning the time the device needs to be fired in advance before it will display. Of course, this is important. But just as important as lift is duration. Duration is the time between when a product is displayed until it burns out. With cakes, this is obviously important. But with shells it's not so obvious and often effects are 'stepped on' by the next effect. Some shells could have only a one-second duration, while others could have eleven seconds."

As far as material selection and quality, John believes you can put together a "great" show from almost any pool of material. "I truly believe great material does not guarantee a great show. But great design and choreography can make a great show out of bad material," John said. He added, "Think small. Remember, there are few things in fireworks that are very big. Even a 16" shell is made of small stars. The biggest thing you are likely to deal with is a 4" comet. Keep

that in mind and use small devices in unison over a large area. This keeps material costs down, but does not risk the quality of the show at all."

John also urges you to test everything you use. "Lawyers have a policy that they should never ask a witness a question in court unless they know what the answer will be. The same holds true for fireworks. You should never use material in a choreographed show you have not tested," he says. "I'm a member of the Crackerjacks and have done most of my testing at club shoots. It gives the members something to see and gives me

look like a hand is placing the devices on a canvas in the sky. This is very hard to do, but if you keep this as your goal, the show will be as precise as possible."

Set pieces have always been one of John's favorites. "You don't see them as much as you used to in the old days," John said. "Luckily, I have some great guys who have worked very hard on the set pieces for shows. For the 2007 PGI show 'Inspiration,' Pete Hengen made a large flag that took eight months to build. It started out in the beginning of the show as lights, and then burst into flames at the end by tie-wrapping lance

like using strobe pots as far away as possible. In *Wizards in Winter* at the 2006 PGI convention, I used strobes where the big guns were 1200 feet away, and it worked great. Not too many times will you see a slat with a 16" shell on one cue and a 1" strobe pot on the next!"

As far as trademarks of John's shows, he says, "I'd like to think my trademark is that there is no trademark. This is hard to do sometimes, but I try to produce shows that are different and independent of each other." One of the staples of all John's computer fired shows is his Fireone system. "I have six Fireone



"Inspiration." Part of the 2007 PGI show.

a venue to test everything and record all the timings."

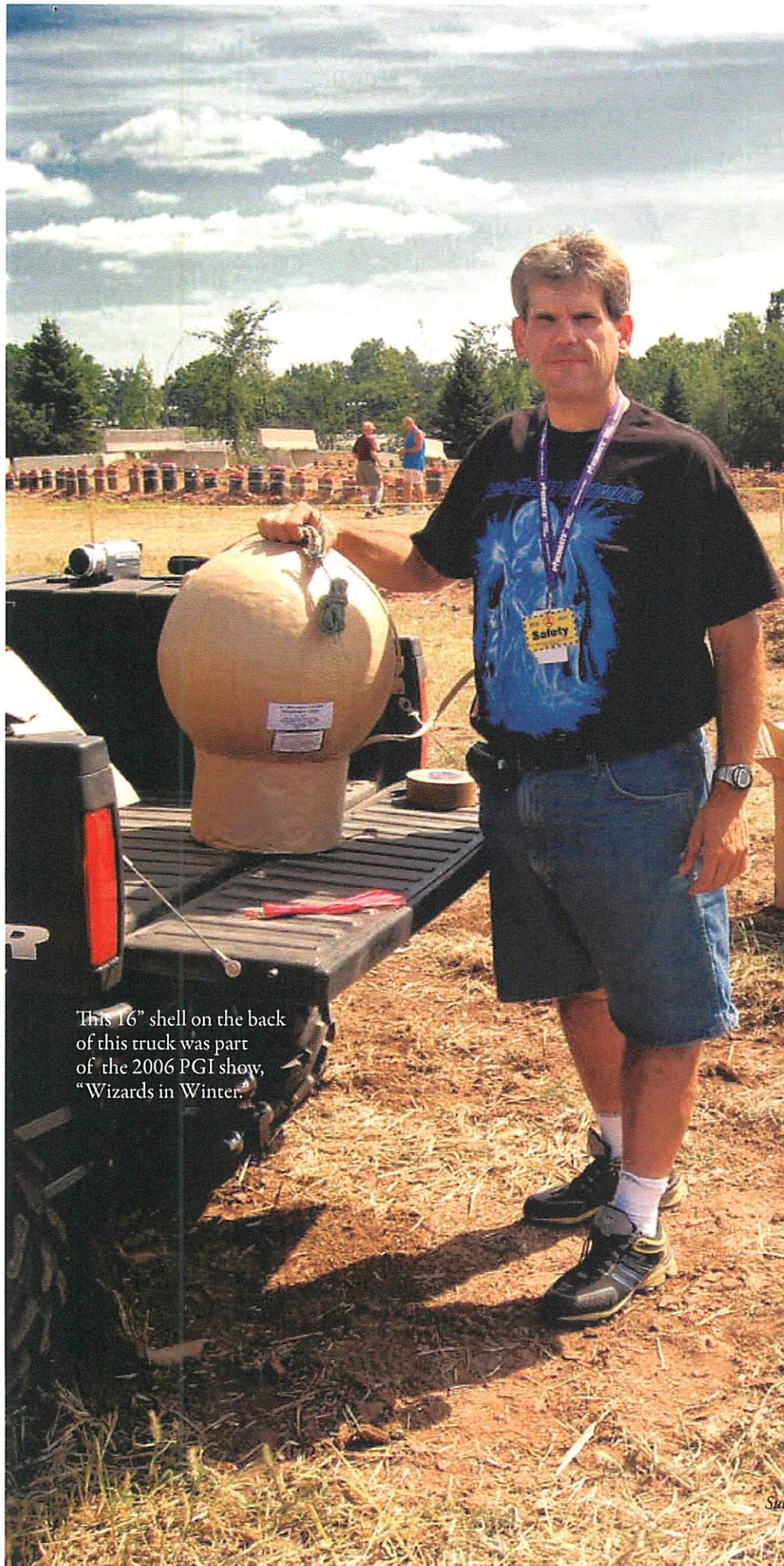
John's philosophy for setting up his shows is to try to make the material look as if it is behaving in a certain way and controlled. "On my company T-shirt, I use the line 'Computer Controlled Pyrotechnics,'" John said. "I try to accomplish this by measuring everything very precisely and making sure to think about heights. You have to measure the site and keep in mind how large the shells will display," he continues. "There are things you can't control like wind and product consistency, but you can do your best to control everything else. The goal is to

to the light bulbs." For the NFA convention in 2007, John Werner designed moving letters that spelled SHOGUN/VULCAN.

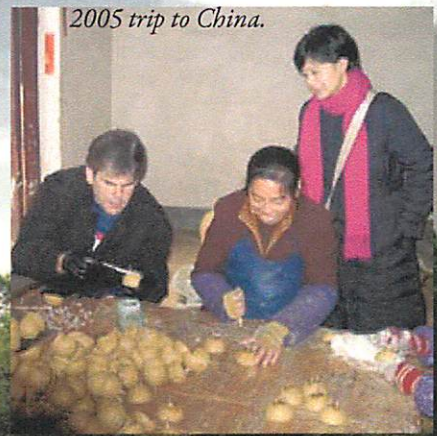
Keep in mind that timing is important with lance as well," John said. "The letters were raised in second intervals so they looked like they wiped left to right. You may not think so, but a second is a long time with fireworks." Fronts are also very important for John's shows. For the 2007 PGI convention, he wanted to create the stripes of the flag, so he needed 13 locations. He normally works with just six or seven front locations. "Fronts don't always have to be in front," John said. "I

systems now and most of the modules are two wire. This is the system I started with and have used ever since," he explains. "As far as the system's limitations, I have not come across something I have dreamed of doing that I could not accomplish. The only limiting factor would be cost, because the systems are so expensive. Every year I add a little more and things become easier. In the beginning I used a lot of scab wire to save on modules!"

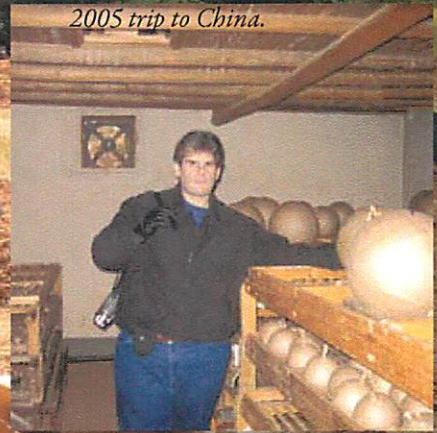
What I have gotten out of working in fireworks the past 15 years, is the relationships and friends that I have made. Some of my best friends I have



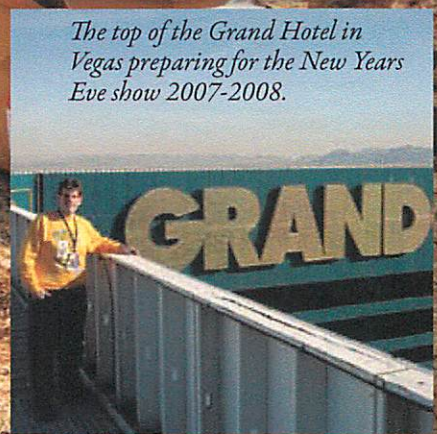
This 16" shell on the back of this truck was part of the 2006 PGI show, "Wizards in Winter."



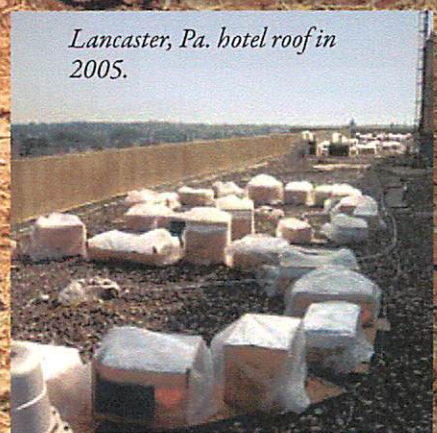
2005 trip to China.



2005 trip to China.



The top of the Grand Hotel in Vegas preparing for the New Years Eve show 2007-2008.



Lancaster, Pa. hotel roof in 2005.



2006 PGI "Wizards in Winter."



2007 NFA shoot for the Crackerjacks Club.

today have been from my involvement in fireworks. In China I was able to sponsor a student back in 2003 on my first trip. Her English name is "Doris." Many fireworks people have sponsored students, where we pay for the costs of their education. The students go there to learn English so they can get a better job. Now, 5 years later, Doris has graduated and works in Shanghai. There is not a week that goes by where we do not talk. I love going back to China and visiting with Doris and her family. All the companies that I have worked for have

taught me so much; there are so many people in this business that love to share all their knowledge. These relationships have made all the hard work and endless hours worthwhile.

As for the future, "I have some more ideas on my to-do list," John says. "I hope to be able to do more 'hobbyist' shows someday, and some of the songs I'm planning to use are songs people would never think would be good for fireworks." If it's fired by John Sagaria, it's bound to be better than good. ■

THE DAY AFTER THE 2007 NFA CONVENTION. What few of us ever see—the debris left to clean up after one of John's fireworks extravaganzas. Oftentimes, it takes as long to clean up after a show as it does to set it up in the first place.



VULCAN®

—Premium Quality Fireworks—

The 19th International Fireworks Competition was held this past August in perhaps one of the most beautiful locations ever chosen for fireworks: The Herrenhausen Gardens, located in Lower Saxony's capital of Hannover, Germany. Using John Sagaria's designs and choreography, VULCAN Fireworks (representing China) took first place.

Vulcan fireworks & John Sagaria take 1st Place at the 19th International Fireworks Competition in

HANNOVER

Written by JOHN SAGARIA • Photography by JOHN SAGARIA, THOMAS WICHMANN, & CHRISTOPH MAIER

This summer I was able to do something that would have probably fulfilled the childhood dream of almost every fireworks enthusiast I know: I was asked to work with Vulcan/Shogun to help produce their entry representing China in the 19th International Fireworks Competition in Hannover. I've worked with them before (I produced their NFA demos in 2005 and 2007), but this was something particularly special.

If you could go back 25 years and ask me when I was a child playing with jumping jacks and whistle bottle rockets in the street outside my house if I thought I would ever grow up and design a fireworks show, pick the music, direct the production of the fireworks I wanted to use, go to Europe and compete against some of the best companies representing different countries and win—I am sure that kid playing with class C back then would have thought your were crazy. But that is essentially what happened.

Given the amount of creative latitude I was given during the design process, though, put a

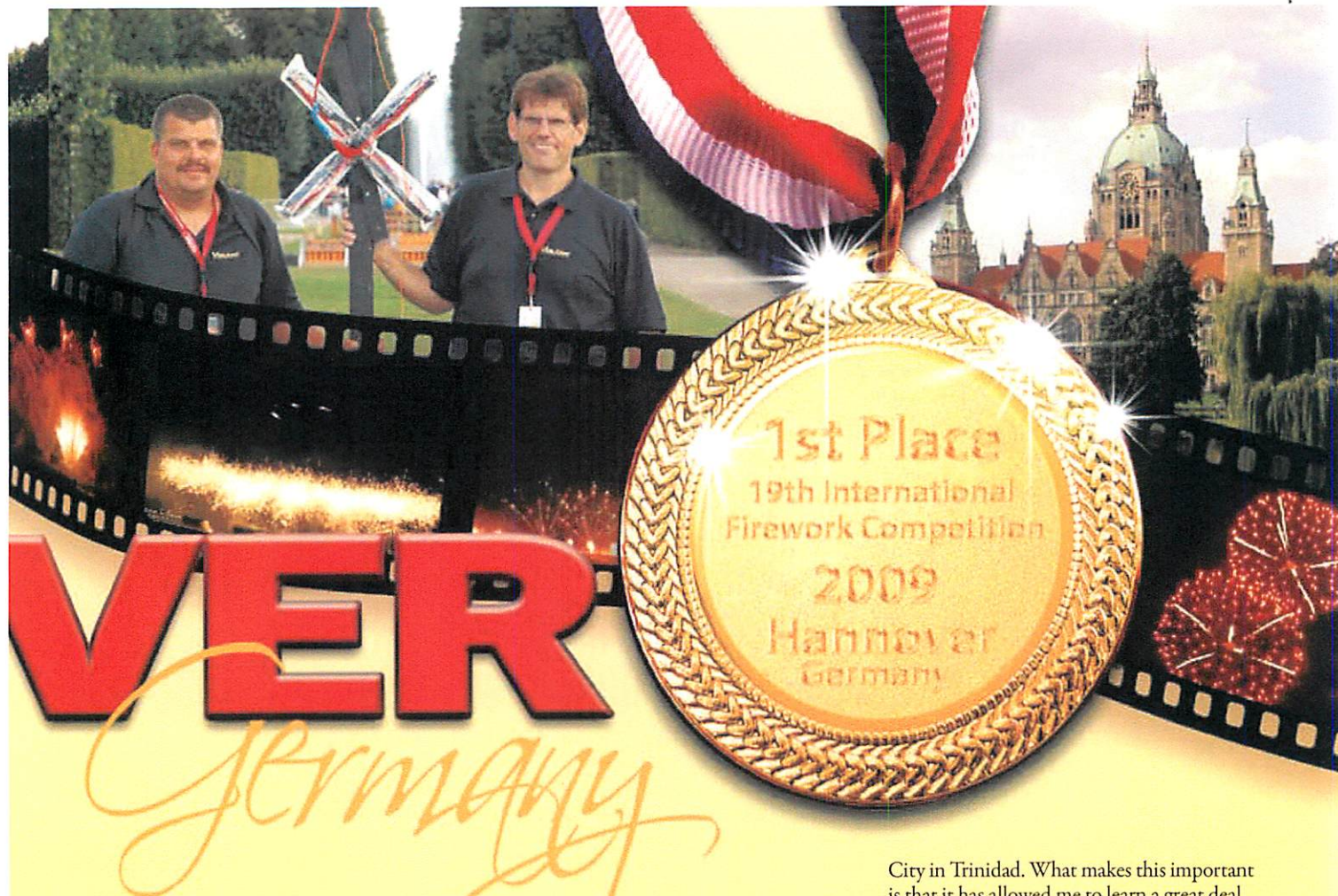
great deal of pressure on me personally. Even though winning the competition was never discussed, it was always the goal of everyone involved. It took an innumerable number of elements and the hard work of very many talented people to win this competition, however.

The competition itself ran from May through September. The competing countries this year were France, Poland, Turkey, Malta and China. Vulcan/Shogun—representing China—took first place in the competition, and France and Poland came in 2nd and 3rd place respectively. It was a unique competition, very similar in style to the international competition in Montreal, but on a much smaller scale.

What gives this competition its most important distinction is that it is held in one of the most beautiful gardens in Europe—the Royal Herrenhausen Gardens. This elaborate garden landscape is replete with beautiful flowers, fountains, standing water, formal hedges and at least 50 magnificently carved fifteen-foot

tall statues. Since I'm also an avid gardener, it combined both of my loves into one—gardening and pyrotechnics. Lacing the garden with pyro, and teaching the crew about the plant material surrounding us was a lot of fun. Never before was I able to load comets and look at "Nicotiana sylvestris" at the same time. It is funny, too, because many people describe the flowers of Nicotiana as looking like fireworks. Ironically, the Crackerjacks Fireworks Club I belong to has a very difficult time keeping the cow pastures clean where we shoot, so for me it was especially entertaining to be able to shoot such a large display surrounded by flowers.

The Vulcan company management—Cindy Cheung, Joe Wan and Erik Vermeulen—set the stage for success from the very beginning. First, they sent John Werner and I to Hannover in May to watch the French performance and to see the site itself. As I look back, I think this was an important key to us winning. It allowed me to not only see the site, but also get a feel the site and what kind



of fireworks would work best there. It also gave me the chance to see how the spectators reacted and to watch the show from at the same angle as the Jury. To say people in Hannover love fireworks is an understatement. They sell 15,000 tickets to the shows there and our show was sold out months in advance. To be honest, part of that reason might have been because our show was scheduled for August and a lot of people were on vacation then and wanted to see the gardens.

The jury judging this competition is made up of 12 people. They tour the field before each show and some of them even maintain fireworks blogs on the internet. It was the same Jury for each show and they took the scoring very seriously.

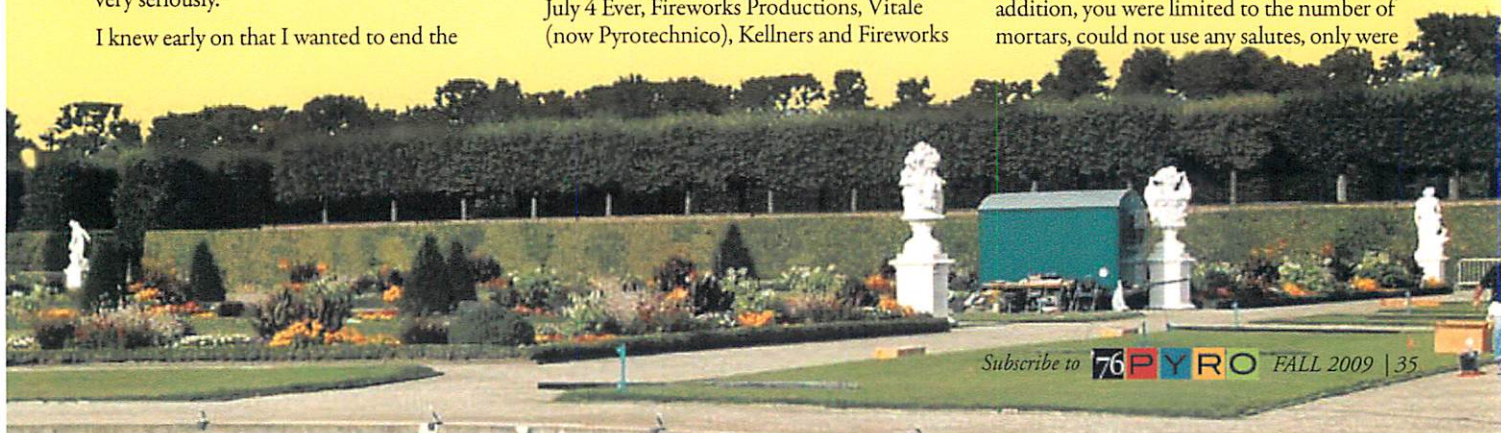
I knew early on that I wanted to end the

show with "Wizards In Winter." I had used that in a PGI display in 2006 and felt it was one of my best shows. The problem, however, was that when I used "Wizards" in 2006, it was used for the entire show (the song has almost 600 cues). In this show, it would only be used for three minutes of a 20+ minute display. So, the problem was twofold: I had a lot more time to fill, and at the same time I needed to keep the show manageable and within the rules of the competition.

While doing this work professionally for the past ten years, I have had the opportunity to work for a number of exceptional companies: Grucci, Zambelli, Vulcan, American, Legion, July 4 Ever, Fireworks Productions, Vitale (now Pyrotechnico), Kellners and Fireworks

City in Trinidad. What makes this important is that it has allowed me to learn a great deal about fireworks. You see, everyone—and every company—does things differently, and I try to learn something new while working on every show. One thing I do know for sure is that if you take a pile of fireworks and give it to 100 different people, you will get 100 different shows. That is what makes choreographing fireworks so fascinating—the finished display always provides the spectator with insight into the personality and feelings of the choreographer. What I did in Hannover was really a compilation of things I had learned from the many companies I had worked for throughout my career.

This competition had specific rules that directly affected the design of the show. The length of the show, for example, had to be precisely between 20-25 minutes long. In addition, you were limited to the number of mortars, could not use any salutes, only were





only given access to half the area the first day and couldn't set up until the day before the competition. To top it off, you were mandated to use seven different ground effects—the ultimate goal being to illuminate the entire garden.

Only one song was mandatory: the "William Tell Overture," by Gioachino Rossini. The rest of the music was our choice. I wanted music that would allow the fireworks to tell the story—music people could relate to. Joe and John from Vulcan suggested the Twelve Girls Band, a marvelous group of female Chinese musicians chosen from various musical conservatories throughout China. I used their "Spirit Dance" to open right after the "William Tell Overture" because it immediately added an oriental feel to the show. After that, I predominantly chose instrumentals that could easily be emphasized by fireworks.

Here is the final soundtrack: "William Tell Overture" (Mandatory); "Spirit Dance"—Twelve Girls Band; "Beethoven"—Trans Siberian Orchestra; "Golden Ticker" from Willy Wonka and the Chocolate Factory; "Circle of Life"—Disney's Lion King; The Suite from the film Polar Express; and "Wizards in Winter"—Trans Siberian Orchestra

Generally, the hardest part of putting together a show can be the restriction of working with just one company. Rarely does one company makes everything great. Vulcan, however, is an exception. They have a great shell factory and they also make extraordinary ground pieces. The process of developing new product for this show went exceptionally smooth. For example, I needed a really large hit for two sections of the Polar Express—it was nothing we could do with a cake—so I came up with this mine/comet combo called the "NBC Logo." I wanted to use large single shot mines—2 of each color—and a comet in the center. It only took a couple of emails to Joe Wan before it was on YouTube for me to approve.

Yes, it was a fireworks dream come true! It was like having my own fireworks factory for awhile. If you look at the pictures, the comet really does look like the peacock head of the NBC logo. More importantly, the size was perfect for that section of the song.

I knew the garden itself would be a critically important element of our display. Accenting the garden with music and color, though, in some standard way would not be enough. Since this was the 19th year of this competition in the same gardens, the question was this: had everything been already been done?

John Werner, a well respected pyrotechnician and long time friend of mine, works for Vulcan/Shogun and designed and created some absolutely amazing ground pieces for this show: a "Green Glittering Horizontal

Wheel w/Candles"; a "Peacock Tail Wheel" (my favorite); a "Chromotrope Wheel"; and a "Mosaic Wall." I honestly believe that John's "Mosaic Wall" (fired during the Polar Express Suite) may have clinched the victory for Vulcan that night.

While John designed the wheels, I worked on my other two loves: Gerbs and Strobes. Personally, taking small, inexpensive items and putting them together to form a massive effect is one of my favorite challenges (I cover this in detail if you attended my seminar, "Controlling the Burn"). I wanted to use a lot of these in our show, but they are labor intensive and setting up 75 Gerbs would take far too much time. I came up with a "Gerb Rack" idea. A rack of Gerbs allowed us to have separate devices without the time-consuming setup. This idea grew almost exponentially until our rack was so big it was in two pieces and held 9 devices. There were regular Gerbs, Bengal Flames, Lycopodium Mines and Short Mines. We also had a beautiful set of Gerbs Cindy Cheung found us, which went up and down in a random pattern (used in the "Circle of Life"). Since there were over 60 of them, rack setup and wiring was still time-consuming, but I really think this made a major contribution to winning the show.

Strobes can either be great or annoying. The key is to just concentrate on the light itself, and not the flash. John came up with a great strobe projector, and I put them on almost every rail of the show. The vibrating strobes thus accented the "Snow" as it fell from the sky during the "Wizards in Winter" sequence. It looked so beautiful, I feel it may have been the best use of strobes I have ever done.

Saving the racks was another challenge. I wanted to use all of the 3" racks for the finale, but I had none left for the fronts. The solution was to make custom 3" cakes for all the fronts that had the mines. This saved a great deal of set up time, and would have been impossible without factory help from Vulcan.

We also used a lot of single shot candles in racks, which worked great. Normally, because of timing issues, I never use large-bore multi-shot candles because they are almost impossible to control. In Europe they love these for some reason, so I decided to put in two sets just so the Jury would see them when touring the field. I still hate them, but they worked out pretty good where I placed them in the show.

Another favorite technique of mine is to use cake rows. In the Wizards sequence, I managed a great crackle ending. Since we could not use salutes, the crackle was perfect and I shot all the rows and all the cakes at the same time. The rest of the cake rows were used during the rest of the show. To save more setup time, Vulcan offered these



*These four photos were taken by PyroPage / ©2009 Thomas Wichmann
FEUERWERK.net / www.FEUERWERK.net (sierra@FEUERWERK.net)*

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in what they called "Set Meals" (a saying which comes from buying your lunch in Hong Kong). "Set Meals" are cakes designed specifically for a certain location. There may be 6 rows of different effects, or cakes with any combination of effects—all with ematch connectors on each row. Therefore, there is no actual assembly on site. You just open the box and connect the cues.

As for shells, I was able to easily pick out everything I needed. Vulcan has a fabulous assortment of effects to choose from. I particularly liked the pattern shells we used in the "imagination" segment of "Golden Ticket." Although shells are important, I do not think they are the most important aspect of a show. The truth is it is, it is just as easy to have a great show with OK material, as it is to have a bad show with great material. It all depends on presentation. I've always felt that China's reputation for poor quality shells was wholly unwarranted and undeserved. Perhaps

winning this competition with nothing but Chinese product will underscore that point quite effectively.

In addition to the people I have already mentioned there were so many more people that made this win possible. First and foremost, there was the Vulcan crew from China and Europe—Steven and Ding Ding at the factory that made all the final serpieces and wheels. I need to specifically thank Elwin van den Berg and his "guys from Holland" for their help in getting us everything we needed, and all the hours of set up. Also to Kimbolton Fireworks, who drove 12 hours across the English Channel to bring us 55 FireOne modules. A special thanks to my crew that came with me from the US: John Doty, Arthur Buhler and Pete Hengen (Pete worked many hours on all my changes to the soundtrack even before we got to Hannover). Everyone helped make this the perfect crew.

The more I watch the video of the show, the more I see things I would have changed or done differently—from mistakes I plan to fix, to new ideas I plan to create. One problem we did have during the show was with cross ignition in the fronts. It happened multiple times. The first cue actually lit one of the mosaic poles! (Momentarily, my heart sank). You can see it happen 3-4 times during the show when you watch the video. Essentially, this was because the front area was very narrow. It will have to be better controlled in future shows.

Maybe, just maybe the next show will be perfect. It probably won't be, but as long as it is better than the previous show, I'll be happy. I know that for as long as I am able, I will keep trying for that perfect show even if it seems only to exist in my mind. 🇩🇪

To see a video of the show:
<http://www.vimeo.com/6651544>

To see photos of the site:
<http://gallery.me.com/jsagaria#100111>





AN INTERVIEW WITH JOHN SAGARIA

By Elizabeth V. Musselwhite

EVM: How long have you been involved in fireworks?

JS: For over 20 years. I've held an ATF License since 1989 and I shot my first professional show for Vitale Fireworks in 1991.

EVM: What experience do you have in the fireworks trade?

JS: Since 1992 I have been shooting shows for display companies. I have worked for 15 companies all over the world, shooting all different types of shows. I've done shows in the US, China, Caribbean Islands, Germany and even Dubai.

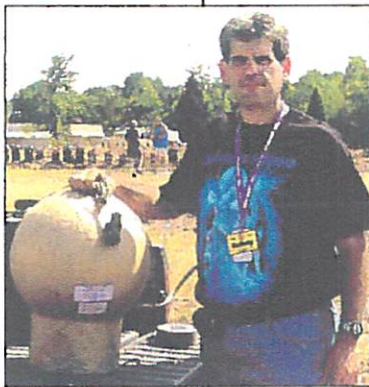
I have been using the FireOne firing system since 1998, during that time I have used it for hundreds of shows. I like the art of marrying technology with Pyrotechnics; there is really nothing you cannot do with the technology that exists today. As long as you can dream it (and pay for it) the sky is the limit.

In 2011 I started working with Will and Chris with Finale Fireworks inventory software. During the past 18 months I have really been able to steer them in creating a really great inventory system for fireworks. I have really enjoyed working with them. They are great developers and with my knowledge of fireworks, the ATF and computers they have been able to do so many things for us. The software is an important part of our business.

If I look back over the 20 years, I have done hundreds and hundreds of shows. I have also been able to teach many people with the PGI training courses that I have done and also my seminars "Controlling the Burn".

I am working on a new seminar called "9:30" it is about the pressures we have getting a show set up and ready safely by shoot time. The deadlines and pressures, coupled with weather, and employee knowledge make it very difficult, and this seminar is how I deal with it.

EVM: Why did you decide to make a living in fireworks?



JS: In 2010 I started Fireworks Extravaganza. This company was formed when two of the former companies that I shot for left the display and 1.3g businesses. I formed the company to do commercial displays and to continue to do the work that I had done previously.

EVM: Your new company, Fireworks Extravaganza, is a display company, correct? Do you offer other services besides shooting displays, e.g., product either 1.4G or 1.3G or renting firing equipment or import brokering?

JS: We only deal with professional pyrotechnics both 1.3G and proximate. We do not deal with consumer products at all. I really prefer it this way. I prefer to become the best we can be without trying to do too much and being over-stretched, and making mistakes.

The past two years we have kept a low profile and kept advertising to a minimum. We invested the time in perfecting our procedures and also obtaining storage from New York to Virginia. We now have the ability to store hundreds of thousands of pounds. We have storage within 1 hour of NYC, Pennsylvania, and Baltimore.

We have also developed systems to make it as easy as possible for shooters and crews. (While still staying compliant with DOT, ATF, OSHA).

Being a "Shooter" is really close to my heart. I wake up a shooter, and go to sleep a shooter. In between I have to deal with so many other issues, but being a shooter is what I like to do. There is something about being in a place where everyone is equal and looking towards the sky. I wanted the company to treat them all like employees and not just casual laborers that you use now again. We put procedures in place when a shooter does the show, he gets paid the following Friday like all the other employees in the company. I think the people that shoot for us make a difference.

We have also spent a lot of time developing the forms and procedures for the shooters, so they can spend as little amount of time doing paperwork. We all know shooters do it for the love first, and then money. We try to make everything as easy on them as possible, while staying in full compliance.

EVM: What other services do you offer?

JS: We only deal with 1.3g, for displays and wholesale. The past two years we have sold wholesale on a limited basis, but in 2013 we will do

more. I have been to China many times and have a good relationship with 7 factories. I am very proud of the products that we have coming in next year, from both a design standpoint and also safety.

Other than 1.3g products, we also provide firing systems and services to work on other shows with other companies. We rent FireOne equipment (alone or with a crew) when other display companies have large productions and need help. We have worked with many great companies as a subcontractor over the years during which I have made many great relationships. Sometimes we have provided just equipment, and sometimes we have designed and choreographed the whole show and shot it with our crew.

EVM: You are an award-winning choreographer and fireworks display artist. How many awards have you won and what are they types (names)?

JS: I choreographed and shot the PGI best displays of 2005 in Mason City (PGI Radio Show) and 2006 in Appleton (Wizards in Winter). I also choreographed & shot the winning display for the 2009 Hanover Germany Fireworks competition (representing China and Vulcan/Shogun).

Designing shows is really what I love to do and keeps me in this business. Computer control of pyrotechnics to music is what I enjoy the most.

I think it is because what we seek is actually impossible. We try for perfection. However no matter what, with fireworks perfection is always elusive. Let me explain.

If we designed something like a song or animation or a computer program, we can try and strive for perfection and may realize it. But with fireworks, we are trying to make something perfect that can never be. Think about it, something is always not right. There are too many factors (product issues, weather, wind, slight differences in mortars plus you are dealing with chemical reactions that are never 100% consistent). Even if you designed a perfect show, and connected it all perfectly; it would still not be perfect in every way. So after each show, we always look to the next one to try to make it better and "perfect". But usually the perfect show is always in my mind, so the process is never ending.

For 2013 we are doing the Final Friday Night display at the PGI Convention in Butler. It is called "Remember the Magic" it compiles some of the best parts of all my PGI shows from the past 10 years and adds something new, it won't be perfect, but the fun is trying to make it the best it can be. I

have never done a "Best of" show, and I am looking forward to having a show that is made up of the best parts of the past 20 years.

But the ending is all new, I think people will really be surprised, at the ending selections. For 20 years, I have always dreamed of doing the Friday show at the PGI, so this year I will work very hard to make that the best that I can.

EVM: As a business owner in the fireworks trade, do you find it smart business to attend the APA meeting, and/or the NFA Expo, PGI convention and even local club shoots, etc.?

JS: We are a member of the APA, NFA and PGI. I am also a member of the Crackerjacks, PA Pyrotechnic Artists, Western Pyrotechnics Association, Mid-Atlantic Pyro Artist Guild, and the New Hampshire Pyrotechnic Association.

I have learned a lot from attending the above. The PGI is where I first started in fireworks 20 years ago. Each club/organization has its strengths & focus and it pays to support as many as possible.

I try to donate as much time and resources as I can, It is very hard though to balance time. Of all the things in the world time is the only thing we all have totally equal. We all get 24 hours a day to do as we wish; how we spend those hours is up to us. Think about it: no matter what person on this earth, no matter how wealthy or where they live, all get the same amount of time. I try the best I can to make time for everything, and hope to do more in the future. In 2012 I became the webmaster for the NFA and I redesigned the website for them. Hopefully I will have more time in the future.

EVM: Are you glad you got involved in the fireworks industry?

JS: Yes, I have seen more of the world and met more people than I would have ever had if I did not. That is the biggest thing I got from fireworks - the relationships and experiences.

EVM: If you had to do it all over again, would you?

JS: Yes, I would.

EVM: What do you see for the fireworks industry for the future, say the next five years?

JS: I cannot speak for consumer, but as far as displays, it is a hard business. Phil Grucci once told me "If it was an easy business everyone would do it" and he was 100% right. It is a hard business, and it is not getting easier.

We look at fireworks (in a way) as "artful, enter-

tainment devices". However the US Government, DOT & OSHA do not. To them they are just EXPLOSIVES. Like any other explosives they are highly regulated and they should be. The government has to protect the safety of the people. I think we should try to respect that and try to live (and thrive) within the world they have set up.

It is no secret the ATF would like less and less people to have access to them (explosives). Licenses are harder to get and once you have them harder to keep. I think we have seen a shrinking of the number of organizations providing displays. However having a small amount of companies doing a majority of the shows is not good either.

I think the balance is companies have to be big enough to take advantage of the economies of scale, while being small enough to be safe and provide a great product.

For my company, in 5 years I would like to be the same place I am today, just stronger. I want to stay in the six states we are in now, have the best shooters, and be limited on the shows that we do and make them the best. I would much rather do four great shows than 10 poor shows. *

Fireworks Extravaganza

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Fireworks Extravaganza

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JOHN SAGARIA, PRESIDENT

174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662

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Worldwide Experience and Computer Controlled Pyrotechnics since 1989

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JIS Z8.0.42.

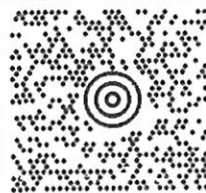


TRACKING #: 12 7X6 9X0 03 9571 2802

UPS GROUND



NY 125 5-03



NEWBURGH NY 12550-5617

SHIP TO:
KATHRYN MACK
CITY OF NEWBURGH
83 BROADWAY

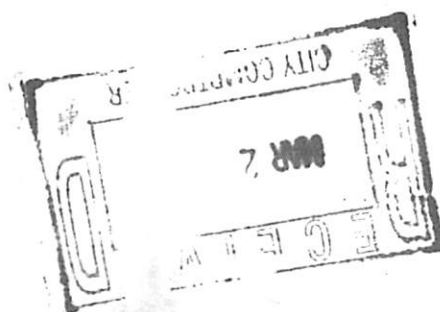
DWT: 14,9,2

1 OF 1

1 LBS

FIREWORKS EXTRAVAGANZA
8007652264
174 ROUTE 17 NORTH
ROCHELLE PARK NJ 07662

4:20pm



RESOLUTION NO.: 110
- 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
THE CHAZEN COMPANIES, INC. FOR SAFETY DATA SHEET COMPLIANCE
AT A COST OF \$12,200.00**

WHEREAS, by Resolution No. 180-2012 of October 22, 2012, the City Council of the City of Newburgh adopted a Hazard Communication Policy to comply with the OSHA Hazard Communication Standard (HCS) 29 CFR 1910.1200 regarding hazardous materials in the workplace; and

WHEREAS, the City's Hazard Communication Policy provides a program for use of hazardous material labels and other hazard warning methods, Material Safety Data Sheets (MSDSs), hazardous materials evaluations, annual inventories, and employee information and training on hazardous materials; and

WHEREAS, a recent loss control review recommended that the City review and update the SDS sheets in all municipal buildings to comply with applicable federal and state laws; and

WHEREAS, the City solicited proposals from 3 consultants and The Chazen Companies have submitted a proposal to perform the required work at the lowest cost; and

WHEREAS, the cost for these services will be \$12,200.00 and such funding shall be derived from a contribution from each City department; and

WHEREAS, the City Council has determined that 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 execute an agreement with The Chazen Companies, Inc. for inventory, preparation and update of safety data sheet binders for all municipal buildings at a cost of \$12,200.00.

December 1, 2017

Mr. Michael G. Ciaravino, City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

via email: nfay@cityofnewburgh-ny.gov

Re: SDS Binders – Professional Services Proposal

Dear Mr. Ciaravino:

The Chazen Companies (Chazen) appreciates being considered to assist the City with preparing Safety Data Sheet (SDS) books as part of your regulatory compliance obligations.

Chazen will conduct chemical inventories at City-owned properties to determine which chemicals are used at each site, provide our inventory lists to the DPW Superintendent for review in case the City would like to immediately remove certain chemicals from specific buildings, and then Chazen will download readily-available SDS sheets for each chemical and prepare one location-specific SDS binder for each site.

The SDS binders will be prepared for every municipal facility with structures of note. City properties currently understood to need binders include the Armory Unity Center, Engine 3 Fire house, Police K-9 Facility, the Police/Fire Station at Broadway/Grand, the Delano Hitch Rec Park/Aquatic Center, the Heights Center on Lander Street, the DPW facility on Pierces Road, City Hall, the Municipal Office Building on Grand Street, Greenhouses at Downing Park, the River Street WW plant, the Renwick Street WW plant/rowing club, the Carter Street Pump station, the North Plank Pump Station, Browns Pond pump station, and the Water Plant at 493 Little Britain Road.

Chazen estimates that inventory visits may require up to eight working days, and that securing SDS documents and preparing binders may require approximately five working days. A time-and-materials budget of \$12,200 is recommended. As a continuing courtesy to the City, we will provide these services at a 10% discounted rate relative to our standard rates. We bring to your attention our track record delivering projects at or below budget.

Your signature below authorizes this work per terms of our other existing projects.

Sincerely,



Russell Urban-Mead, PG
Senior Hydrogeologist/VP Environmental Services.

Authorization Signature

Date

RESOLUTION NO.: 180 - 2012

OF

OCTOBER 22, 2012

A RESOLUTION ADOPTING THE CITY OF NEWBURGH
HAZARD COMMUNICATION POLICY

BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Hazard Communication Policy, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Oct. 22, 2012
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 23 day of Oct. 2012

City Clerk

CITY OF NEWBURGH
HAZARD COMMUNICATION PROGRAM
(Employee Right To Know)

PURPOSE

The purpose of this program is to ensure that the City of Newburgh is in compliance with the OSHA Hazard Communication Standard (HCS) 29 CFR 1910.1200 regarding hazardous materials in the workplace.

SCOPE

This program establishes requirements for the use of hazardous material labels and other hazard warning methods, Material Safety Data Sheets (MSDSs), hazardous materials evaluations, annual inventories, and employee information and training on hazardous materials. The program will ensure that:

- All employees have proper training and awareness of hazardous materials in the workplace.
- Material Safety Data Sheets (MSDS) are on file for employee access.
- Proper posting and container labeling are accomplished.

RESPONSIBILITIES

This Program applies to all employees, including contract employees, who may come into contact with or be exposed to hazardous materials at the workplace while performing their normal duties or during emergency conditions. It also applies to those who are involved in the purchase, transportation, or storage of hazardous materials.

Management Shall:

- A. Provide training, keep records of training, and provide copies of those records to appropriate supervisors.
- B. Ensure a list is maintained of all hazardous materials in the workplace.
- C. Ensure that MSDSs are readily available and the locations of MSDS information are identified to employees.

- D. Evaluate the hazard potential of new hazardous materials being introduced into the workplace and recommend safer alternatives, if available.
- E. Provide guidance for labeling of hazardous material containers.
- F. Ensure workplace inspections include evaluations of hazardous material safe handling and storage practices.

Supervisors Shall:

- A. Identify the hazardous materials normally associated with jobs under their supervision and make sure their employees receive the appropriate Hazard Communication training (both general and specialized) before they begin any work assignment involving hazardous materials.
- B. Notify management regarding the use of new hazardous materials. Whenever possible, the least hazardous substance will be procured.
- C. Notify management regarding new uses for existing hazardous materials.
- D. Ensure personnel employ the protective measures prescribed by MSDSs and local operating instructions when working with hazardous materials.
- E. Ensure personnel use, transport, and store hazardous materials in a safe manner.
- F. Ensure hazardous material containers are labeled properly (including portable containers).
- G. Ensure current MSDSs are available for the hazardous materials used.

Employees Shall:

- A. Familiarize themselves with hazard warnings, hazard labels, and MSDSs so they can use this information where needed.
- B. Employ the protective measures prescribed by MSDSs and local operating instructions when working with hazardous materials.

Contractor Requirements:

Contractors are required to have their own Hazard Communication Program. However, the City of Newburgh must provide the contractors with information specific to City operations. The contractors must, in turn, convey this information to their employees.

TRAINING**A. Initial Training**

For employees whose duties require them to work around hazardous materials, initial training shall be provided by Management before they begin their work assignment. This training will cover the following topics:

1. A summary of the standard and a copy of the written program.
2. Operations in the work area where hazardous materials are present.
3. How to read warning labels and identify the presence or release of hazardous materials.
4. Emergency procedures for spills/accidents, including fire hazards, first aid, clean-up, and disposal.
5. Location and availability of this Hazard Communication Program, including hazardous materials lists and MSDSs.
6. How to read an MSDS and use it to identify (at a minimum):
 - (a) Physical and Health Hazards
 - (b) First Aid Procedures
 - (c) Protective Measures
 - (d) Storage and Handling Procedures
 - (e) Spill Response Procedures

B. Training for Non-Routine Tasks

Periodically, employees are required to perform non-routine tasks which may involve hazardous materials. Before starting work on such projects, affected employees shall be given information by their supervisor about the hazards to which they may be exposed.

C. Specialized Training

Specialized training shall also be provided on an as-needed basis as new hazards are introduced into the workplace and for hazards that are newly discovered (e.g., from revised MSDS information).

D. Recurring Training

On-going training will be provided to employees. The frequency of this training is designed to maintain a heightened level of hazardous material awareness. Hazardous Material awareness training should be conducted at least annually.

HAZARDOUS MATERIAL INFORMATION

- A. All purchases of hazardous materials must include the MSDS with delivery.
- B. A list of workplace hazardous materials can be found in MSDS binders/files.
- C. Workplace MSDSs are located in the Right to Know Station in every department and shall be readily available to all employees.
- D. All MSDSs must be fully completed and received either prior to or at the time of the first shipment of any potentially hazardous chemical is purchased from a vendor.

WARNINGS & LABELING

A. All containers of hazardous materials are to be labeled with the following information:

- (1) Complete identity of the material.
- (2) Appropriate hazard warning and safety precautions.
- (3) Name and address of the manufacturer or other responsible party.

B. If a secondary container is used, it must be labeled with either a copy of the original label or with appropriate generic labels.

C. All warnings and labels must be legible, in English, and prominently displayed on containers, or readily available in the work area throughout each work shift.

ADDITIONAL INFORMATION

Further information on this written program, the Hazard Communication Standard, and applicable Material Safety Data Sheets is available at the 845- 569-7340.

Date Adopted: _____

RESOLUTION NO.: 111 - 2018

OF

MAY 14, 2018

**A RESOLUTION DECLARING 2 WATER DEPARTMENT,
3 DEPARTMENT OF PUBLIC WORKS AND
4 POLICE DEPARTMENT VEHICLES TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Water Department possesses vehicles identified as a 2004 Dodge pick-up and 2000 JCB Backhoe which are no longer of use to the City; and

WHEREAS, the City of Newburgh Department of Public Works possesses vehicles identified as a 1997 JCB Backhoe, a 1977 Mercedes Unimog and a 2009 Ditch Witch which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possess vehicles identified as a 2001 Ford Crown Victoria, a 2002 Chrysler T/C, a 2004 Ford Focus and 2015 Ford Explorer which are no longer of use to the City; and

WHEREAS, the Water Department, the Department of Public Works and the Police Department have requested that the vehicles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 9 vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



Surplus Tracker



<u>Department</u>	<u>Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Estimated Individual Value</u>	<u>Estimated Value</u>	<u>What would the department like to do with the surplus??</u>	<u>Council Resolution</u>	<u>Possible Revenue? (If so, how much)</u>
DPW	1997 JCB	Backhoe	1	\$ 12,000.00	\$ 12,000.00	auction		\$ 15,000.00
DPW	1977 Mercedes	Unimog	1	\$ 7,000.00	\$ 7,000.00	auction		\$ 10,000.00
DPW	2009 Ditch Witch	FX60 Vac	1	\$ 20,000.00	\$ 20,000.00	auction		\$ 25,000.00
Water	2004 Dodge	pick-up	1	\$ 1,000.00	\$ 1,000.00	auction		\$ 1,500.00
Water	2000 JCB	Backhoe	1	\$ 15,000.00	\$ 15,000.00	auction		\$ 17,000.00
Police	2001 Ford Crown Vic	car	1	\$ 300.00	\$ 300.00	auction		\$ 400.00
Police	2002 Chrysler T/C	van	1	\$ 500.00	\$ 500.00	auction		\$ 700.00
Police	2004 Ford Focus	car	1	\$ 200.00	\$ 200.00	auction		\$ 300.00
Police	2015 Ford Explorer	SUV	1	\$ 2,000.00	\$ 2,000.00	auction		\$ 2,500.00

RESOLUTION NO.: 112 - 2018

OF

MAY 14, 2018

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES
IN SUPPORT OF A NEW YORK STATE ENVIRONMENTAL FACILITIES FUNDING
APPLICATION FOR THE WATER METER REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$5,000.00**

WHEREAS, the Clean Water Infrastructure Action of 2107 provides funding to support the New York State Water Infrastructure Improvement Act of 2017 which authorizes the New York State Environmental Facilities Corporation ("EFC") to provide zero or low interest loans and grants to assist municipalities in funding drinking water projects; and

WHEREAS, the City of Newburgh intends to apply for an EFC funding to implement a City-wide water meter replacement project; and

WHEREAS, the City's EFC funding application for a City-wide water meter replacement project requires the submission of a completed preliminary engineering report; and

WHEREAS, the City has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services necessary to complete the application for the funding at a cost not to exceed \$5,000.00, which is attached hereto and made part hereof; and

WHEREAS, the funds shall be derived from F.8340.0448; 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, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to prepare a preliminary engineering report to support the City of Newburgh New York State Environmental Facilities Corporation funding application for the City-wide Water Meter Replacement Project in an amount not to exceed \$5,000.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Water

Subject:

Proposal for Engineering Services Water Meter Replacement

Date:
May 2, 2018

Dear Mr. Vradenburgh:

Arcadis of New York, Inc. appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to develop preliminary engineering reports in support of securing funding through the New York State Environmental Facilities Corporation (NYS EFC).

Contact:
Rob Ostapczuk

Phone:
518.250.7300

The Clean Water Infrastructure Act of 2017 invests \$2.5 billion in clean and drinking water infrastructure projects and water quality protection across New York. It provides at least \$1 billion for the New York State Water Infrastructure Improvement Act of 2017 (WIIA), which authorizes NYS EFC to provide grants to assist municipalities in funding water quality infrastructure. Drinking water projects may be eligible for a WIIA grant of up to the lesser of \$3 million or 60% of the total net project costs and in cases of hardship, based on community income, zero interest loans are available with the WIIA funding.

Email:
robert.ostapczuk@arcadis.com

Our ref:
60004881.0000

As requested, Arcadis has prepared this letter proposal for engineering services to assist the City to secure WIIA grants and NYS EFC funding. A requirement of the WIIA grant is to have a preliminary engineering report prepared at the time of completing the funding application

SCOPE OF SERVICES

Our scope of services is presented below:

Task 1 – Water Meter Replacement Project Preliminary Engineering Report

Arcadis will review proposals received by the City for City-wide replacement of water meters. Based on industry averages, Arcadis will develop estimates for increased accuracy for both savings to the average user and the City based on meter battery replacement and reading. Arcadis will develop construction cost estimate and prepare a preliminary engineering report in the format of a technical memorandum to meet NYS EFC WIIA grant requirements.

COMPENSATION

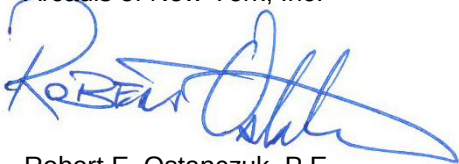
Arcadis will complete each task for the lump sum fee listed below by Task, one or all of the Tasks can be authorized by the City.

Task	Compensation
Task 1 – Water Meter Replacement Project Preliminary Engineering Report	\$5,000

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Associate Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: 113 - 2018

OF

MAY 14, 2018

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES
IN SUPPORT OF A NEW YORK STATE ENVIRONMENTAL FACILITIES FUNDING
APPLICATION FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$7,500.00**

WHEREAS, the Clean Water Infrastructure Action of 2107 provides funding to support the New York State Water Infrastructure Improvement Act of 2017 which authorizes the New York State Environmental Facilities Corporation (“EFC”) to provide zero or low interest loans and grants to assist municipalities in funding drinking water projects; and

WHEREAS, the City of Newburgh intends to apply for an EFC funding to implement a Water Plant SCADA improvements project; and

WHEREAS, the City’s EFC funding application for a Water Plant SCADA improvements project requires the submission of a completed preliminary engineering report; and

WHEREAS, the City has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services necessary to complete the application for the funding at a cost not to exceed \$7,500.00, which is attached hereto and made part hereof; and

WHEREAS, the funds shall be derived from HF1.8340.0400.8301.2011; 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, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to prepare a preliminary engineering report to support the City of Newburgh New York State Environmental Facilities Corporation funding application for the Water Plant SCADA Improvements Project in an amount not to exceed \$7,500.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Water

Subject:

Proposal for Engineering Services

Date:

May 2, 2018

Dear Mr. Vradenburgh:

Contact:

Rob Ostapczuk

Arcadis of New York, Inc. appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to develop preliminary engineering reports in support of securing funding through the New York State Environmental Facilities Corporation (NYS EFC).

Phone:

518.250.7300

The Clean Water Infrastructure Act of 2017 invests \$2.5 billion in clean and drinking water infrastructure projects and water quality protection across New York. It provides at least \$1 billion for the New York State Water Infrastructure Improvement Act of 2017 (WIIA), which authorizes NYS EFC to provide grants to assist municipalities in funding water quality infrastructure. Drinking water projects may be eligible for a WIIA grant of up to the lesser of \$3 million or 60% of the total net project costs and in cases of hardship, based on community income, zero interest loans are available with the WIIA funding.

Email:

robert.ostapczuk@arcadis.com

Our ref:

60004881.0000

As requested, Arcadis has prepared this letter proposal for engineering services to assist the City to secure WIIA grants and NYS EFC funding. A requirement of the WIIA grant is to have a preliminary engineering report prepared at the time of completing the funding application.

SCOPE OF SERVICES

Our scope of services is presented below:

Task 1 – Plant SCADA Project Preliminary Engineering Report

Arcadis will meet with the City operations staff to perform a mini-needs assessment and develop a list field instruments, systems and panels that would require integration or replacement for a Plant wide SCADA system including raw water supplies and distribution storage tanks. Arcadis will develop construction cost estimate and prepare a preliminary engineering report in the format of a technical memorandum to meet NYS EFC WIIA grant requirements.

COMPENSATION

Arcadis will complete each task for the lump sum fee listed below by Task, one or all of the Tasks can be authorized by the City.

Task	Compensation
Task 1 – Plant SCADA Project Preliminary Engineering Report	\$7,500

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Associate Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: 114-2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO PRESENTATION EDUCATIONAL FOUNDATION
TO THE PREMISES KNOWN AS 69 BAY VIEW TERRACE
(SECTION 48, BLOCK 7, LOT 2)**

WHEREAS, on December 18, 2006, the City of Newburgh conveyed property located at 69 Bay View Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 48, Block 7, Lot 2 ("Premises"), to Presentation Educational Foundation; and

WHEREAS, on October 24, 2011, the Presentation Educational Foundation conveyed title to the Premises to the Nora Cronin Presentation Academy; and

WHEREAS, Sister Yliana, on behalf of the Nora Cronin Presentation Academy, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh 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 2006 deed.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 69 Bay View Terrace, Section 48, Block 7, Lot 2 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 December 18, 2006, from THE CITY OF NEWBURGH to PRESENTATION EDUCATIONAL FOUNDATION, recorded in the Orange County Clerk's Office on January 25, 2007 in Liber 12351 of Deeds at Page 1204 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: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 115 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
MAE BROCK (a/k/a EULA M. TURNER-BROCK) FOR PREMISES LOCATED AT
85 CARPENTER AVENUE (SECTION 22, BLOCK 1, LOT 22)**

WHEREAS, the City of Newburgh issued a mortgage to Mae Brock (a/k/a Eula M. Turner-Brock) in the principal sum of \$10,000.00 for premises located at 85 Carpenter Avenue (Section 22, Block 1, Lot 22), dated August 24, 2010, and recorded in the Orange County Clerk's Office on March 30, 2011, in Liber 13156 of Deeds at Page 1298; and

WHEREAS, the mortgage converted to a grant after five (5) years provided certain basic terms and conditions were met, and more than five (5) years have now passed; and

WHEREAS, Mae Brock (a/k/a Eula M. Turner-Brock) is confirmed deceased; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Mae Brock (a/k/a Eula M. Turner-Brock) in the principal sum of \$10,000.00 for premises located at 85 Carpenter Avenue (Section 22, Block 1, Lot 22).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Does hereby consent that the following mortgage be discharged of record:

BOND AND MORTGAGE bearing the date of August 24, 2010, made by Mae Brock (a/k/a Eula M. Turner-Brock) to the City of Newburgh, given to secure payment of the principal sum of \$10,000.00, and duly recorded in the office of the Orange County Clerk's Office on March 30, 2011 in Liber 13156 at page 1298;

which Bond and Mortgage has not been further assigned of record.

Dated: May ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

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

On the ____ day of _____ in the year 2018, 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.

Notary Public

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

SECTION 22 BLOCK 01 LOT 22

RECORD AND RETURN TO:
(name and address)



Mae Brock

TO

City of Newburgh

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

THIS IS PAGE ONE OF THE RECORDING

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

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

☐ 2089 BLOOMING GROVE (TN)
☐ 2001 WASHINGTONVILLE (VLG)
☐ 2289 CHESTER (TN)
☐ 2201 CHESTER (VLG)
☐ 2489 CORNWALL (TN)
☐ 2401 CORNWALL (VLG)
☐ 2600 CRAWFORD (TN)
☐ 2800 DEERPARK (TN)
☐ 3089 GOSHEN (TN)
☐ 3001 GOSHEN (VLG)
☐ 3003 FLORIDA (VLG)
☐ 3005 CHESTER (VLG)
☐ 3200 GREENVILLE (TN)
☐ 3489 HAMPTONBURGH (TN)
☐ 3401 MAYBROOK (VLG)
☐ 3689 HIGHLANDS (TN)
☐ 3601 HIGHLAND FALLS (VLG)
☐ 3889 MINISINK (TN)
☐ 3801 UNIONVILLE (VLG)
☐ 4089 MONROE (TN)
☐ 4001 MONROE (VLG)
☐ 4003 HARRIMAN (VLG)
☐ 4005 KIRYAS JOEL (VLG)

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

CITIES

☐ 0900 MIDDLETOWN
☒ 1100 NEWBURGH
☐ 1300 PORT JERVIS

☐ 9999 HOLD

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

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

CONSIDERATION \$ ☐
TAX EXEMPT ☐

MORTGAGE AMT. \$ 10,000
DATE ☐

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: Newburgh

RECORDED/FILED

03/30/2011/ 14:37:03
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20110031380
MORT/BK 13156 PG 1298
SER# DB009880 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 65.00
Receipt#1296364 marse



THIS BOND AND MORTGAGE, made the 24th day of August, 2010

BETWEEN MAE BROCK residing at 85 Carpenter Ave, Newburgh, NY 12550
aka Eula M. Turner-Brock

herein referred to as the mortgagor,

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

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Ten thousand AND NO/100----- (\$10,000.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

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

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

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York and more particularly bounded and described as follows:

ALL the three lots known as Nos. 87-88 and 89 on map of lands of the Estate of Laura Warner, deceased, on file in Orange County Clerk's Office. Beginning at a point in the west line of Carpenter Avenue 175 feet south of the south line of Third Street, in south line of lands of Millikens, and lands 100 feet; thence southerly 75 feet more or less to lands of the Estate of McCarty, on a line parallel with the west line of Carpenter Ave, 100 feet, and thence northerly along the west line of Carpenter Avenue seventy-five feet more or less to the place of beginning.

ALSO, ALL that certain lot, piece or parcel of land situate, lying and being in the City of Newburgh, County of Orange and State of New York, and bounded and described as follows:

BEGINNING at a point in the west line of Carpenter Avenue where the south line of lands of John W. Cutter strikes the same, said point being 37 feet more or less from the north line of Carter Street, as laid out on a Map of streets and roads in the City of Newburgh made by the Commissioners, and runs thence south along the west line of Carpenter Avenue for ten (10) feet; thence running westerly and parallel with the said south line of lands of John W. Cutter, and keeping then (10) feet therefrom for one hundred (100) feet to the west line of lands of Margaret B. Mulholland; thence running northerly along the west line of lands of Margaret B. Mulholland for ten (10) feet more or less to the said south line of lands of John W. Cutter, and running thence easterly along the said south line of lands of John W. Cutter for one hundred (100) feet more or less, to the west line of Carpenter Avenue aforesaid, that being the point or place of beginning.

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

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

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

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

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

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

This bond and mortgage may not be changed orally.

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

IN PRESENCE OF:

Ma Brock

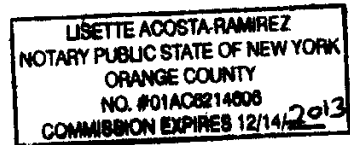
MAE BROCK

aka Eula M. Turner-Brock

COUNTY OF ORANGE) ss.:
)

PA

Sharon Anita Ray
NOTARY PUBLIC



RESOLUTION NO.: 116-2018

OF

MAY 14, 2018

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MATTHEW GAYTON
TO THE PREMISES KNOWN AS 23 GARDNER STREET
(SECTION 2, BLOCK 16, LOT 3)

WHEREAS, on February 1, 2016, the City of Newburgh conveyed property located at 23 Gardner Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 2, Block 16, Lot 3, to Matthew Gayton; and

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

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 23 Gardner Street, Section 2, Block 16, Lot 3 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 1, 2016, from THE CITY OF NEWBURGH to MATTHEW GAYTON, recorded in the Orange County Clerk's Office on April 18, 2016 in Liber 14038 of Deeds at Page 13 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: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 117-2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO RE.VITALIZE DEVELOPMENT, LLC
TO THE PREMISES KNOWN AS 123 SOUTH WILLIAM STREET
(SECTION 45, BLOCK 4, LOT 4)**

WHEREAS, on November 25, 2015, the City of Newburgh conveyed property located at 123 South William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 4, Lot 4, to RE.Vitalize Development, LLC; and

WHEREAS, Mr. Brown of RE.Vitalize Development, LLC has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 123 South William Street, Section 45, Block 4, Lot 4 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 25, 2015, from THE CITY OF NEWBURGH to RE.VITALIZE DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on February 8, 2016 in Liber 14005 of Deeds at Page 1390 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: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 118 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH BOM NEWBURGH, LLC TO ACCESS AND CONDUCT
PRE-DEVELOPMENT ACTIVITIES AT 109 SOUTH WILLIAM STREET**

WHEREAS, by Resolution No. 93-2018 of April 9, 2018, the Council of the City of Newburgh authorized the City Manager to negotiate on behalf of the City a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street (the "Property"); and

WHEREAS, R.L. Baxter Building Corp. has formed a new entity, BOM Newburgh, LLC, and requested that the City of Newburgh allow them access to the Property prior to finalizing a development agreement for the purposes of and to perform certain pre-development activities; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with BOM Newburgh, LLC, and its contracted agents to allow access to 109 South William Street for the purposes of and to perform site investigations and other pre-development activities.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

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

BOM NEWBURGH, LLC, a New York limited liability company with an address of _____ ("Licensee").

WHEREAS, the City is the owner of the property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh, described at Schedule "A" (the "Premises"); and

WHEREAS, the Licensee desires to enter upon the Premises of the Owner to conduct certain site investigations and pre-development as more specifically described herein;

NOW, THEREFORE, in consideration of mutual covenants herein set forth, the parties hereby agree as follows:

Section 1. Grant of License. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of and to perform certain site investigations and pre-development activities, described more specifically in Schedule "B", and referred to herein as the "Work".

Section 2. Access. Licensee shall access the Premises in such location and position and perform the Work in such manner as will be satisfactory to Licensor. Licensee agrees to perform the Work in such manner as will comply fully with applicable PESH, OSHA and other state and federal requirements, and the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Owner and its employees, agents and consultants shall have the right to be present during the performance of the Work.

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

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

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as

shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

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

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Permits. Owner further authorizes Licensee to apply for, at Licensee's expense, all permits, licenses and/or authorizations required for Licensee's access and performance of the Work from all applicable government and/or regulatory entities, including, without limitation, zoning and land use authorities, including appointing Licensee as limited agent for all land use and zoning permit applications, and Owner agrees to allow Licensee, at no cost to Owner, to obtain a title report, zoning and land use approvals, variances and land-use permits.

Section 6. Defense and Indemnity. Licensee agrees to defend, indemnify and hold the Owner harmless from and against any and all damages, losses, and expenses arising out of or resulting from any claim, action or other proceeding, including reasonable attorneys' fees, arising in connection with the Agreement or the exercise of Licensee's rights under this Agreement, provided, however, that Licensee shall not be required to indemnify Owner for any claims, actions or other proceedings caused by or arising out of the negligent acts or willful misconduct of the Owner, its employees or agents.

Section 7. Term of License. The license or privilege hereby given shall commence on execution and expire and terminate upon the earlier of the execution of a land development agreement between the Owner and Licensee or completion of the work by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same

condition as existed prior to the granting of this license. Upon completion of the Work, Licensee shall provide Owner with a copy of any report regarding or related to the Work. Owner acknowledges that receipt of any such report shall be full and sufficient compensation for all activities carried out under this Agreement.

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

Section 9. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, upon written notice to the Licensee, terminate the agreement. 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.

Section 10. New York Law. This License Agreement shall be construed under the laws of the State of New York.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Owner:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
BOM Newburgh, LLC
c/o Joshua E. Mackey, Esq.
Mackey, Butts & Wise LLP
3208 Franklin Avenue
Millbrook, NY 12545
(845) 677-6700

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. Schedules. The following schedules are attached hereto and incorporated herein by reference:

Schedule A: Description of the Premises

Schedule B: Scope of Work – site investigations and pre-development activities

WITNESSETH:

THE CITY OF NEWBURGH
OWNER/LICENSOR

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

BOM NEWBURGH, LLC
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 119 - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 74 HENRY AVENUE (SECTION 48, BLOCK 12, LOT 17)
AT PRIVATE SALE TO THOMAS PENNINGTON FOR THE AMOUNT OF \$75,000.00**

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 74 Henry Avenue, being more accurately described as Section 48, Block 12, Block 17 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 purchasers 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 24, 2018, 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>
74 Henry Avenue	48 - 12 - 17	Thomas Pennington	\$75,000.00

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

Terms and Conditions Sale

74 Henry Avenue, City of Newburgh (48-12-17)

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 2017-2018, 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 2017-2018, 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. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of 6 units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said

period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before August 24, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any

cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
19. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 120 - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 288 ANN STREET (SECTION 35, BLOCK 1, LOT 19) AT PRIVATE SALE TO
GURVINDER SINGH FOR THE AMOUNT OF \$50,000.00**

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 288 Ann Street, being more accurately described as Section 35, Block 1, Lot 19 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 24, 2018, 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>
288 Ann Street	35 - 1 - 19	Gurvinder Singh	\$50,000.00

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

Terms and Conditions Sale

288 Ann Street, City of Newburgh (35-1-19)

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 2017-2018, 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 2017-2018, 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. 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.
7. 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.

8. 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.
9. 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.
10. 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 24, 2018. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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.

16. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
17. 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.: 121 - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 31 BENKARD AVENUE (SECTION 45, BLOCK 5, LOT 1)
AT PRIVATE SALE TO MARTIN ESTRELLA FOR THE AMOUNT OF \$30,000.00**

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 31 Benkard Avenue, being more accurately described as Section 45, Block 5, Lot 1 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 24, 2018, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
31 Benkard Avenue	45 – 5 – 1	Martin Estrella	\$30,000.00

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

Terms and Conditions Sale

31 Benkard Avenue, City of Newburgh (45-5-1)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, 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 2017-2018, 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 24, 2018. 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.: 122 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT
WITH WOLF FRIEDMAN D/B/A EXECUTIVE REALTY GROUP TO ALLOW
ACCESS TO 301 LITTLE BRITAIN ROAD (SECTION 41, BLOCK 2, LOT 13.2)
TO CONDUCT A SITE INVESTIGATION**

WHEREAS, Wolf Friedman, d/b/a Executive Realty Group, has expressed an interest in purchasing City owned property known as 301 Little Britain Road, more accurately described as Section 41, Block 2, Lot 13.2 on the official tax map of the City of Newburgh, for the purpose of constructing a warehouse facility; and

WHEREAS, the prospective purchaser has requested that the City of Newburgh allow access to 301 Little Britain Road prior to finalizing the purchase for the purposes of and to perform a site investigation; and

WHEREAS, such access to the properties 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 Wolf Friedman, d/b/a Executive Realty Group, to allow access to City-owned property identified as 301 Little Britain Road, Section 41, Block 2, Lot 13.2, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

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

EXECUTIVE REALTY GROUP, a New York corporation with a mailing address of P.O. Box 139, Highland Mills, New York 10930 (“Licensee”).

WHEREAS, the City is the owner of real property identified as 301 Little Britain Road in the City of Newburgh, and more accurately described as Section 41, Block 2, Lot 13.2 on the official tax map of the City of Newburgh (the “Property”); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site; and

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

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

Section 1. Grant of License. The City hereby represents that it owns the real property located at 301 Little Britain Road in the City of Newburgh, and more accurately described as Section 41, Block 2, Lot 13.2 on the official tax map of the City of Newburgh (the “Property”) and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant commercial property and associated tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

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

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

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

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

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

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

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

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

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

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

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

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

EXECUTIVE REALTY GROUP
LICENSEE

By: _____
Wolf Friedman

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO.: 123 - 2018

OF

MAY 14, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 48 CITY TERRACE (SECTION 29, BLOCK 5, LOT 38) AND
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39)
AT PRIVATE SALE TO JOSEPH W. ARIANO FOR THE TOTAL AMOUNT OF \$44,000.00

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 48 City Terrace and 50 City Terrace being more accurately described as Section 29, Block 5, Lots 38 and 39, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before August 24, 2018, 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>
48 City Terrace	29 - 5 - 38	Joseph W. Ariano	\$44,000.00
50 City Terrace	29 - 5 - 39		

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

Terms and Conditions of Sale

48 City Terrace, City of Newburgh (29-5-38)

50 City Terrace, City of Newburgh (29-5-39)

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 2017-2018, 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 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
7. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels 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 24, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

RESOLUTION NO.: 124 - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 260 FIRST STREET (SECTION 22, BLOCK 5, LOT 33) AT PRIVATE SALE
TO DAVID FORBES FOR THE AMOUNT OF \$1,000.00**

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 260 First Street, being more accurately described as Section 22, Block 5, Lot 33 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 24, 2018, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
260 First Street	22 - 5 - 33	David Forbes	\$1,000.00

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

260 First Street, City of Newburgh (22-5-33)

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 2017-2018, 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 2017-2018, 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. 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.
7. 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.
8. 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.

9. 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.
10. 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 24, 2018. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. 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.: 125 - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 71 HASBROUCK STREET (SECTION 38, BLOCK 4, LOT 2) AT PRIVATE SALE
TO BISSAR ALVIN MOONESAR FOR THE AMOUNT OF \$6,000.00**

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 71 Hasbrouck Street, being more accurately described as Section 38, Block 4 Lot 2 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 24, 2018, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
71 Hasbrouck Street	38 - 4 - 2	Bissar Alvin Moonesar	\$6,000.00

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

71 Hasbrouck Street, City of Newburgh (38-4-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, 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 2017-2018, 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. 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.
7. 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.
8. 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.

9. 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.
10. 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 24, 2018. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. 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.: 126 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH
THE NEWBURGH URBAN FARM AND FOOD INITIATIVE
FOR THE MANAGEMENT OF THE DOWNING PARK URBAN FARM**

WHEREAS, as part of the City of Newburgh Five Year Consolidated Plan, the subsequent Fiscal Annual Action Plans included an allocation of funding for the Downing Park Greenhouse Improvements Project and Downing Park Urban Farm; and

WHEREAS, by Resolution No. 134-2015 of June 15, 2015 and Resolution No. 182-2017 of July 10, 2017, the City Council authorized a sub-recipient agreement with the Newburgh Community Land Bank for the oversight and management of the Downing Park Greenhouse Improvements Project and provided funding for two and one/half years beginning June 2015 and ending December 31, 2017; and

WHEREAS, the Newburgh Urban Farm and Food Initiative ("NUFFI") is an active network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community; and

WHEREAS, NUFFI will assume oversight of the Downing Park Urban Farm for the 2018 growing season during which it will improve infrastructure and develop a comprehensive plan for operating the Farm; and

WHEREAS, the City of Newburgh wishes to support the Newburgh Urban Farm and Food Initiative through an allocation of Community Block Grant Funding in the amount of \$60,000.00 for the current year and an additional \$32,000.00 contingent on approval of the program income budget and proposes to enter into a sub-recipient agreement for the management for this purpose for a one year period; and

WHEREAS, this Council has determined that allocating the funding and entering into the sub-recipient agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the sub-recipient agreement, in substantially the same form as attached hereto with other provisions as may be required by the Corporation Counsel, with the Newburgh Urban Farm and Food Initiative for the oversight and management of the Downing Park Urban Farm and to provide funding in the amount of \$60,000.00 for the current year and an additional \$32,000.00 contingent on approval of the program income budget to support the Initiative.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2018

BY AND BETWEEN:

NAME: NEWBURGH URBAN FARM AND FOOD INITIATIVE

ADDRESS: P.O. Box 541, Newburgh, NY 12550

FEDERAL EMPLOYER ID #: _____

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

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

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

WHEREAS, the Sub-grantee has submitted a proposal for funding which states the purpose, specific goals and objectives of their program to be identified as the Downing Park Urban Farm, which is attached hereto and made a part of this Agreement (Schedule "A"); and

WHEREAS, City wishes to provide funding to support the program as proposed by the Newburgh Urban Farm and Food Initiative as sub-grantee for the period of one year; and

WHEREAS, the Newburgh City Council has authorized the funding of the program and purpose as detailed in Schedule A, in the amount of \$92,000 with \$60,000 available and \$32,000 subject to approval of the program income budget as detailed in Schedule "B";

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

Article I. SCOPE OF SERVICES

- (1) The Sub-grantee shall establish and implement a program within the City of Newburgh as set forth in the Sub-grantee's funding proposal and assures the City that the Sub-grantee will employ personnel and/or consultants who are thoroughly familiar with the procedures and requirements of

the said Sub-grantee to execute their program. When required, it may request pertinent assistance from other agencies.

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

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

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

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

(6) The Sub-grantee agrees to use and maintain the City property 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.

ARTICLE II. PAYMENT BY THE CDBG PROGRAM

(1) The services of the Sub-grantee are to commence upon execution of this agreement and extending for a one year period.

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

ARTICLE III. SERVICES TO BE PROVIDED BY THE CITY

(1) Upon request by the Sub-grantee, the CITY may provide such technical and/or advisory assistance as is requested, based upon requirements and availability of staff. Approval of such requests is at the sole discretion of the City Manager of the City.

(2) If, in the opinion of the City, technical assistance is required from HUD or New York State, a request may be initiated by the City for such assistance.

(3) The City hereby gives to the Sub-grantee, upon the conditions hereinafter stated, the license or privilege of entering the City's property identified as the Downing Park Urban Farm in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of and to perform the specific goals and objectives of its program as set forth in Schedule "A" on property owned by the City.

ARTICLE IV. PROGRAM DOCUMENTATION

(1) The Sub-grantee hereby agrees to maintain confidential documentation for all clients served and all activities sponsored in the conduct of the aforesaid program. These confidential records will be subject to and made available for periodic site review by the Compliance Officer/representative of the City. For each such review, the representative of the City will prepare a written report containing comments on overall program performance and effectiveness.

(2) The Sub-grantee hereby agrees to maintain separate and complete accounting for all funds received from the City of Newburgh under this agreement. Complete and accurate time and attendance records will be maintained for all personnel receiving funds under this grant.

(3) Certified yearly audits of the Sub-grantee must be submitted to the City for review by the City's CPA. If the Sub-grantee is a Governmental unit or agency, such as the County, it will comply with the Single Audit regulations and the audit will be on file at the main governmental office.

ARTICLE V. COMPENSATION

(1) Notwithstanding anything to the contrary herein, it is understood and agreed by the parties to this agreement that the agreement of the City to fund the Sub-grantee shall be deemed executory to the extent that CDBG grant monies are available to it for the purpose of carrying out the terms of this contract and that no liability shall be incurred by the City should the grant monies not be available for such purposes. No general or other funds of the City shall be used by the City for the funding of this agreement.

(2) Total payment under this Contract shall not exceed Thirty-Five Thousand (\$35,000.00) Dollars as full payment for all services rendered by the Sub-grantee during the period of this agreement.

(3) The City may withhold any payment whenever the Sub-grantee fails to achieve its program goals for the vouchered expenditure period. Unless otherwise specified, goals are considered the pro rata share for the period of billing, e.g. monthly, quarterly, semi-annually, based on the total goals set forth for the life of the contract.

ARTICLE VI. METHOD OF PAYMENT

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

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

ARTICLE VII. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In carrying out the obligation of this Contract, the Sub-grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Sub-grantee shall take affirmative action to ensure that applicants for employment and employees of the Sub-grantee are treated without regard to their race, color, religion, sex, national origin or handicap. Such actions shall include, but are not limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (2) The Sub-grantee shall post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Sub-grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.
- (3) The Sub-grantee shall also comply with Executive Order 11246, as amended, and HUD regulations (24 CFR 130) applicable to HUD assisted construction contracts.
- (4) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because s/he has filed any complaint or instituted, or caused to be instituted, any proceeding; or has testified, or is about to testify, in any proceeding under or relating to the labor standards applicable hereunder.

ARTICLE VIII. ASSIGNMENT BY THE SUB-GRANTEE

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

ARTICLE IX. RECORDS AND REPORTS

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

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

ARTICLE X. AUDITS

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

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

ARTICLE XI. CONFIDENTIALITY

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

ARTICLE XII. FACILITIES AND PERSONNEL

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

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

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

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

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

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

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

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

ARTICLE XV. INTEREST OF CERTAIN FEDERAL OFFICIALS

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

ARTICLE XVI. SOLICITATION OR PROCUREMENT OF AGREEMENT

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

ARTICLE XVII. CHANGES AND MODIFICATIONS

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

ARTICLE XVIII. EFFECT OF TERMINATION OF AGREEMENT

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

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

ARTICLE XIX. INDEMNIFICATION

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

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

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

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

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

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

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

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

PROPERTY DAMAGE LIABILITY

Each Occurrence
\$1,000,000

PERSONAL INJURY LIABILITY

Each Person
\$1,000,000

Occurrence
\$2,000,000

ARTICLE XX. MODIFICATION

This Agreement may not be modified orally. It may only be modified by written agreement signed by the parties hereto. Notices of any nature referred to in this agreement shall be in writing by certified mail or delivery by hand, or sent by facsimile. Notices shall be effective on the date of receipt.

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

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

To the Sub-grantee:
 Newburgh Urban Farm and Food Initiative
 P.O. Box 541
 Newburgh, NY 12550

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

SUB-GRANTEE

NEWBURGH URBAN FARM AND FOOD INITIATIVE

CITY OF NEWBURGH

By _____

By _____

Title _____

Michael G. Ciaravino, City Manager
Per Res. No.

Date: _____

Date _____

APPROVED AS TO FORM BY:

Corporation Counsel

APPROVED BY:

Comptroller

DRAFT

Downing Park Urban Farm

NUFFI assumes oversight for 2018 growing season.

Use season to improve infrastructure and develop comprehensive plan for operating the Farm.

A. Improve Infrastructure

- Repairs:
 - Complete buildings – coolbot, head house, take down the structure that was started.
 - Repair or replace raised beds.
 - Remove tree from in-ground fenced parcel.
- Replant only raised beds and hoop house.
 - Determine how much of produce can go to Food Donation Program
 - Include Farm produce at DP Farmers' Market
- Rebuild soil in the in-ground fenced parcel.
- Plant a cutting flower garden.

B. Establish Task Force to develop and operationalize comprehensive plan for DPUF

C. Farmers

- Hannah Kelly (Vasquez)
- Christine Hutchinson



P.O. Box 541, Newburgh, NY 12551 • NewburghUrbanFarmandFood@gmail.com

Building Community Cohesiveness and Food Security Through Access to Gardens, Resources, and Fresh Food

... gardens provide benefits at multiple levels, creating an "urban oasis" that provides refuge from urban decay while revitalizing city neighborhoods. At the individual level, gardeners underscored psychological benefits, including pride and a connection with nature. At the neighborhood level, gardeners developed trusting relationships with their neighbors and shared learning experiences. At the community level, gardeners perceived that gardens reclaim city space by cleaning up degraded lots, creating gathering places, and improving the food environment".

Growing an urban oasis: A qualitative study of the perceived benefits of community gardening in Baltimore, MD; Melissa N. Poulsen, Kristyna R S Hulland, Carolyn A. Gulas, Hieu Pham, Sarah L. Dalglish, Rebecca K. Wilkinson, [Peter J. Winch](#); Johns Hopkins University Bloomberg School of Public Health

The Newburgh Urban Farm and Food Initiative (NUFFI) is an active network of local residents and community organizations, which fosters community and residential gardens, the production and distribution of food for the City of Newburgh, and educates Newburgh residents about the connections of food and community. NUFFI provides Outreach, Public Education and Technical Assistance. Existing communities working together to retain 'ownership' of their neighborhoods and culture will develop innovative solutions that accomplish the important goal of empowering residents to work toward a just and resilient food system for the City of Newburgh.

NUFFI Programs

Community Gardens

NUFFI serves as a "hub" for community garden activities that create opportunities for residents to work **with** each other; providing community-based resources to improve the capacity of residents to access properties; and successfully install and maintain gardens in their neighborhoods.

Residents will be encouraged to assume care of community gardens to foster a sense of community, create safer neighborhoods, and provide healthy, culturally appropriate food that improves food security.

NUFFI will accomplish this by:

- Maintaining community leadership and collaboration of current gardens; and

"For the approximately 42 million home and community gardeners in the US, excess produce donations could add up to 11.47 billion pounds annually. At an average estimated price of \$2.41 per pound of fresh produce, these excess produce donations represent a value of \$27.63 billion."

http://www.ampleharvest.org/downloads/GardenerSurvey/AmpleHarvest.org_Garden_Food_Waste_Study-8-30.pdf

- Adding new gardens in neighborhoods throughout the City of Newburgh.

Services provided by NUFFI will include:

1. Resource materials to all community gardens including education, tool sharing and bulk purchasing.
2. Technical Assistance in design, installation and ongoing maintenance.
3. Community-based Workshops on topics relevant to urban gardening.

Food Access for Greater Food Security & Health

NUFFI will increase access by residents to locally grown healthy food and reduce food waste by providing community gardens and residents with a way to distribute their excess produce. NUFFI will also investigate and create opportunities for additional markets for distributing local products.

NUFFI will accomplish this by:

- Continuing and helping to grow the Newburgh Citywide Produce Donation Program through direct liaison between gardens and food assistance programs, and collaborations with other food access groups.
- Assisting the current Farmers' Markets and investigating the feasibility of a year-round Market.
- Research the development of retail outlets such as a Local Food Coop, a "Buy Local" program to encourage local grocery stores and restaurants to carry local products, and a produce prescription program where local health care providers write prescriptions for produce that can be redeemed at local Farmers' Markets and grocery stores.

Services provided by NUFFI will include:

1. Outreach to community and residential gardens.
2. Distribution to local food assistance programs & markets.
3. Research of models appropriate for Newburgh - Can we sustain a food coop? Will physicians/health care works want to develop a produce prescription program?

Community Events

NUFFI will encourage greater community understanding and support for community gardening through community events.

NUFFI will accomplish this by sponsoring:

- *The Newburgh Urban Farming Fair* highlighting education and fun family activities to start the growing season.
- *A Collard Greens Cook-Off* featuring food and family activities focused on harvest at the end of the growing season.
- *A Speaker Series* on timely topics relating to urban gardening and food.

Outreach & Communications

NUFFI will work with its partners to expand and enhance participation of all sectors of the populations in the City of Newburgh in developing a just and resilient food system for the City.

NUFFI will accomplish this by:

- Continuing to build an expansive collaboration of community organizations supporting urban gardening in the City of Newburgh.
- Designing and delivering an effective communications strategy using multi-lingual and culturally appropriate materials.
- Creating an identity for the Newburgh Urban Farm and Food Initiative through a well-designed Branding/Marketing strategy.
- Developing a citywide Corps of community volunteers to assist with urban gardening activities.

Who We Are

The Newburgh Urban Farm and Food Initiative (NUFFI) began in 2015 as a group of community gardens and organizations brought together by Virginia Kasinki, Outreach Manager for the Downing Park Urban Farm as a loosely formed collaboration to promote urban gardening in the City of Newburgh.

Community Partners include:

- Newburgh Armory Unity Center
- Downing Park Urban Farm
- Grand Street Community Garden
- Hudson Valley Seed
- NHS Center for Hope
- Latinos Unidos
- Orange County Cornell Cooperative Extension
- Downing Park Planning Committee
- Newburgh Community Land Bank
- Orange County Department of Health
- Orange County Land Trust
- City of Newburgh Department of Planning and Economic Development

This effort will continue to be broad based and seek to increase and enhance the partnership with additional representatives from all sectors of the community.

What has been Accomplished

- Increased Community Gardens – Currently there are eight gardens in the City
- Held the Newburgh Urban Farming Fair – 2016 & 2017
- Established the Newburgh Citywide Food Donation Project – Piloted in 2016 (600 pounds donated); Citywide in 2017 (2,700 pounds donated)
- Installed refrigerated toolsheds (Coolbots) at the Newburgh Armory Unity Center Garden and Downing Park Urban Farm – sites serve as donation centers for excess produce from residential gardens.
- Created a Garden Tool Lending Library at the Downing Park Urban Farm

**DRAFT PROPOSED BUDGET
NEWBURGH URBAN FARM AND FOOD INITIATIVE**

			NEWBURGH FUNDING	OTHER FUNDING
EXPENSES				
PERSONNEL				
	NUFFI Director	\$35,000.00	\$35,000.00	
	FARMER	\$30,000.00	\$30,000.00	
	PROGRAMMING	\$20,000.00	\$20,000.00	
	FOOD DONATION	\$12,000.00		X
SUPPLIES				
FARM				
	SOIL	\$1,000.00		X
	Lumber and Building supplies	\$1,000.00	\$1,000.00	
	Growing supplies (seeds, seedlings, fertilizer, etc.)	\$1,500.00		X
OFFICE				
	PRINTING	\$3,000.00		X
	POSTAGE	\$500.00		X
	MARKETING (website, social media, publication ads)	\$2,000.00		X
INSURANCE		\$7,000.00	\$5,000.00	X
SUB-TOTAL		\$113,000.00		
ADMINISTRATIVE FEE (CFOS)		\$2,500.00	\$1,000.00	X
TOTAL		\$115,500.00	\$92,000.00	\$23,500.00

RESOLUTION NO.: 127 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2019 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$17,444.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2019 Police Traffic Services Program Grant in the amount of \$17,444.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a State of New York Governor's Traffic Safety Committee 2019 Police Traffic Services Program Grant in an amount not to exceed \$17,444.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 128 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES 2017 EXPLOSIVE DETECTION CANINE TEAM GRANT
IN AN AMOUNT NOT TO EXCEED \$50,000.00
WITH NO CITY MATCHING FUNDS REQUIRED**

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

WHEREAS, the New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism, has grant funding available under the 2017 Explosive Detection Canine Team Grant; and

WHEREAS, the City of Newburgh Police Department wishes to develop an explosive detection canine team within the City of Newburgh; and

WHEREAS, the City's request for grant funds will not exceed \$50,000.00; and

WHEREAS, such grant funding will be used to acquire a new bomb detection certified canine, an adequate vehicle for canine team patrols, communications equipment, canine equipment as well as proper training to ensure the dog and handler are prepared for all situations; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Explosive Detection Canine Team Grant in an amount not to exceed \$50,000.00, with no City matching funds required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 129 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES 2017 TACTICAL TEAM TARGETED GRANT (SWAT)
IN AN AMOUNT NOT TO EXCEED \$100,000.00
WITH NO CITY MATCHING FUNDS REQUIRED**

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

WHEREAS, the New York State Division of Homeland Security and Emergency Services has grant funding available under the 2017 Tactical Team Targeted Grant (SWAT); and

WHEREAS, the City of Newburgh wishes to build Woodbury-Newburgh SWAT Team capabilities by enhancing regional response teams; and

WHEREAS, the City's request for grant funds will not exceed \$100,000.00 with no City match required; and

WHEREAS, such grant funding will be used to acquire a team vehicle, breaching tools, communications equipment and tactical gear for individual operators; and

WHEREAS, this Council has determined that applying for and accepting such grant funds is in the best interests of the City of Newburgh and will enhance law enforcement in the City of Newburgh and in surrounding local municipalities;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Tactical Team Targeted Grant (SWAT) in an amount not to exceed \$100,000.00, and that the City Manager is authorized to execute all such contracts and documentation and to take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: 2017 Tactical Team Grant (SWAT)	NAME OF DEPARTMENT REQUESTING GRANT: Police Dept.	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Police Department
NAME OF GRANT/NAME OF AWARDING AGENCY: NYS DHSES	GRANT SUBMITTAL DATE: 4/17/18	AMOUNT OF AWARD: \$100,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: To fund the acquisition of a new SWAT vehicle, Individual Operator Gear, Communication Equipment and Breaching Tools Key Stakeholders: Project Timeline: (ex. Dates)		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

5/10/18 W.S. + 5/14/18 Council meeting

Grant Application**Tactical Team Targeted Grant Program****Project No.****Grantee Name**

TT17-1050-E00

City of Newburgh Police Department

04/17/2018

Project Title: Woodbury SWAT Unit Enhancement Project

Contacts	
Joseph Cortez 55 Broadway Newburgh, NY 12550 Phone:845-561-3131, Ext: Fax: Email:jcortez@cityofnewburgh-ny.gov	Project Start: 09/01/2018 Project End: 08/31/2019 Project Period Years 1 Months 0 Submission Date 04/17/2018
Helen Reilly 83 Broadway Newburgh, NY 12550 Phone:845-569-7300, Ext: Fax: Email:hreilly@cityofnewburgh-ny.gov	EIN: 146002329 Municipality No: Dun & Bradstreet No: Charities Registration No: _ Not For Profit _ Sectarian Entity
Michael Ciaravino City Manager 83 Broadway Newburgh, NY 12550 Phone:845-569-7301, Ext: Fax: Email:mciaravino@cityofnewburgh-ny.gov	County: Orange Region: Mid-Hudson
	BUDGET SUMMARY Grant Funds: \$100,000.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$100,000.00

Grant Application**Tactical Team Targeted Grant Program****Project No.****Grantee Name**

TT17-1050-E00

City of Newburgh Police Department

04/18/2018

Summary Description of Project

The Woodbury Special Weapons and Tactics Unit is seeking funding to meet current individual operator and team needs in an effort to close glaring Incident Analysis and Access Threat Area capability gaps. (Sections 2.3, 3.4, 5.2 and 6.1 of OBP SWAT Capability Assessment) Grant funds will be used to acquire a team vehicle, breaching tools, communications equipment and tactical gear for individual operators.

Federal Program Purpose Area

Program Purpose Code	Description
----------------------	-------------

Participants

Participant Name	Type	Comments
City of Newburgh Police Department	Grantee	

Contacts for City of Newburgh Police Department

Contact Name	Type	Phone
Joseph Cortez	Primary	845-561-3131
Helen Reilly	Fiscal	845-569-7300
Michael Ciaravino	Signatory	845-569-7301

Participant Name	Type	Comments
Town of Newburgh Police Department	Implementing Agency	

Contacts for Town of Newburgh Police Department

Contact Name	Type	Phone
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Participant Name	Type	Comments
Woodbury Town Police Department	Implementing Agency	

Contacts for Woodbury Town Police Department

Contact Name	Type	Phone
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Grant Application**Tactical Team Targeted Grant Program****Project No.****Grantee Name**

TT17-1050-E00

City of Newburgh Police Department

04/18/2018

Work Plan**Goal:**

Build Woodbury-Newburgh SWAT Team Capabilities

Objective #1G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter Terrorism and Law Enforcement

Capability Development - Build

Deployable? - Yes

Shareable? - Yes

Does this project support a previous Homeland Security investment? - No

Does this project support a NIMS typed resource? - No

NYS Critical Capability

Primary - CBRNE Detection and Interdiction

Secondary - Interoperable and Emergency Communications

Secondary - Law Enforcement Counter-Terrorism Operations

The Woodbury Special Weapons and Tactics Unit is seeking funding to meet current individual operator and team needs in an effort to close glaring Incident Analysis and Access Threat Area capability gaps. (Sections 2.3, 3.4, 5.2 and 6.1 of OBP SWAT Capability Assessment) Grant funds will be used to acquire a team vehicle, breaching tools, communications equipment and tactical gear for individual operators.

Task #1 for Objective #1

Acquire new SWAT Specialty Vehicle which can be used for deployment.

Performance Measure

1 This task will be deemed complete at a time when the specialty vehicle has been acquired and all operators have been trained.

Task #2 for Objective #1

Acquire replacement and new Individual Operator Equipment.

Performance Measure

1 This task will be deemed complete at the time when the team has successfully acquired new individual operator tactical equipment, and trained the operators as to proper use and maintenance activities. Equipment will serve to replace aged units and increase the number of certified regional operators available to the team. Equipment includes 14 Tactical Vests, 14 Multi-Cam Uniforms, 12 Tactical Belts, 12 Tactical Armor, 24 Trauma Plates, 12 Gloves, 22 Ballistic Helmets, 3 Headsets, and 3 Breaching Tools.

Grant Application

Tactical Team Targeted Grant Program

Project No.

TT17-1050-E00

Grantee Name

City of Newburgh Police Department

04/18/2018

Specific Questions

Question #1

Have you completed and uploaded the FY2017 Tactical Team Grant Program RFA Worksheet as an attachment (Yes/No) Question 1 of 2

Answer

Yes

Question #2

Have you completed and uploaded the OBP Capability Assessment "Individual Assessment Report" or the Inter-Municipal Agreement if applying as a Regional Partnership? Yes/No Question 2 of 2

Answer

Yes

Grant Application

Tactical Team Targeted Grant Program

Project No.

Grantee Name

TT17-1050-E00

City of Newburgh Police Department

04/18/2018

Budget Summary by Participant

City of Newburgh Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Ogura HRS 945 Door Opener	02EX-00-EXEN	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
Justification: Necessary team equipment for enhancing team capabilities.							
2	SWAT Vehicle	12VE-00-MISS	1	\$23,941.00	\$23,941.00	\$23,941.00	\$0.00
Justification: Necessary team equipment for enhancing team capabilities.							
3	Point Blank ARMIS SE Tactical Vests	01-CL-01-ENSM	2	\$2,214.00	\$4,428.00	\$4,428.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
4	Multi-Cam Uniforms (KVI)	01-CL-01-ENSM	14	\$200.00	\$2,800.00	\$2,800.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
Total				\$34,669.00	\$34,669.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$34,669.00	\$34,669.00	\$0.00

Town of Newburgh Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	AR500 Level III - Lightweight Trauma Plates	01-CL-01-ENSM	24	\$115.00	\$2,760.00	\$2,760.00	\$0.00

Justification: Necessary individual operator equipment for enhancing team capabilities.							
2	Ops Core Fast XP High Cut Helmet	01LE-01-HLMT	12	\$1,380.00	\$16,560.00	\$16,560.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
3	Galls 5ive Start NOMEX Gloves	01LE-01-ENSM	12	\$35.95	\$431.40	\$431.40	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
4	Chinook Medical Patrol Officer Kits	03OE-03-KTFA	12	\$102.00	\$1,224.00	\$1,224.00	\$0.00
Justification: Necessary team equipment for enhancing team capabilities.							
5	Crye Precision Tactical Belt	01-CL-01-ENSM	12	\$209.80	\$2,517.60	\$2,517.60	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
6	Power Storm Breaching Tool	02EX-00-EXEN	2	\$3,250.00	\$6,500.00	\$6,500.00	\$0.00
Justification: Necessary team equipment for enhancing team capabilities.							
7	Crye Precision Tactical Body Armor	01LE-01-ARMR	12	\$210.00	\$2,520.00	\$2,520.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
Total				\$32,513.00	\$32,513.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$32,513.00	\$32,513.00	\$0.00

Woodbury Town Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Point Blank ARMIS SE Tactical Vests	01-CL-01-ENSM	12	\$2,214.00	\$26,568.00	\$26,568.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							

2	Invisio Head Set - Communications	19AF-01-COMM	3	\$1,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Necessary team equipment for enhancing team capabilities.							
3	CPG Expeditionary IIIA Ballistic Helmets	01LE-01-HLMT	10	\$325.00	\$3,250.00	\$3,250.00	\$0.00
Justification: Necessary individual operator equipment for enhancing team capabilities.							
Total				\$32,818.00	\$32,818.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$32,818.00	\$32,818.00	\$0.00

Advance Request

Advance: \$0.00

Justification:

Grant Application

Tactical Team Targeted Grant Program

Project No.

Grantee Name

TT17-1050-E00

City of Newburgh Police Department

04/18/2018

Allocation Budget Summary by Participant City of Newburgh Police Department

Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Ogura HRS 945 Door Opener	1	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
------	-------------

44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities
----	--

Spending Subcategory

Code	Description	Amount
QCB	Equipment-CBRNE Operational Search and Rescue Equipment	\$ 3,500.00
	Total	\$ 3,500.00

Spending Discipline

Code	Description	Amount
PLE	Planning-Law Enforcement	\$ 3,500.00
	Total	\$ 3,500.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	SWAT Vehicle	1	\$23,941.00	\$23,941.00	\$23,941.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QCB	Equipment-CBRNE Operational Search and Rescue Equipment	\$ 23,941.00
	Total	\$ 23,941.00

Spending Discipline

Code	Description	Amount
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PLE	Planning-Law Enforcement	\$ 23,941.00
	Total	\$ 23,941.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Point Blank ARMIS SE Tactical Vests	2	\$2,214.00	\$4,428.00	\$4,428.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 4,428.00
	Total	\$ 4,428.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 4,428.00
	Total	\$ 4,428.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Multi-Cam Uniforms (KVI)	14	\$200.00	\$2,800.00	\$2,800.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 2,800.00
	Total	\$ 2,800.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 2,800.00
	Total	\$ 2,800.00

Town of Newburgh Police Department

Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	AR500 Level III - Lightweight Trauma Plates	24	\$115.00	\$2,760.00	\$2,760.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 2,760.00
	Total	\$ 2,760.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 2,760.00
	Total	\$ 2,760.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Ops Core Fast XP High Cut Helmet	12	\$1,380.00	\$16,560.00	\$16,560.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 16,560.00
	Total	\$ 16,560.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 16,560.00
	Total	\$ 16,560.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Galls 5ive Start NOMEX Gloves	12	\$35.95	\$431.40	\$431.40	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 431.40
	Total	\$ 431.40

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 431.40
	Total	\$ 431.40

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Chinook Medical Patrol Officer Kits	12	\$102.00	\$1,224.00	\$1,224.00	\$0.00

G and T Workplan

Code	Description
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ERR	05. Establish/enhance regional response teams.
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National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QMS	Equipment-Medical	\$ 1,224.00
	Total	\$ 1,224.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 1,224.00
	Total	\$ 1,224.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Crye Precision Tactical Belt	12	\$209.80	\$2,517.60	\$2,517.60	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 2,517.60
	Total	\$ 2,517.60

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 2,517.60
	Total	\$ 2,517.60

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Power Storm Breaching Tool	2	\$3,250.00	\$6,500.00	\$6,500.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QCB	Equipment-CBRNE Operational Search and Rescue Equipment	\$ 6,500.00
	Total	\$ 6,500.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 6,500.00

	Total	\$ 6,500.00
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#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Crye Precision Tactical Body Armor	12	\$210.00	\$2,520.00	\$2,520.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 2,520.00
	Total	\$ 2,520.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 2,520.00
	Total	\$ 2,520.00

Woodbury Town Police Department

Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Point Blank ARMIS SE Tactical Vests	12	\$2,214.00	\$26,568.00	\$26,568.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 26,568.00
	Total	\$ 26,568.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 26,568.00
	Total	\$ 26,568.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Invisio Head Set - Communications	3	\$1,000.00	\$3,000.00	\$3,000.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
S06	State Strategy Goal: Advance Interoperable and Emergency Communications

Spending Subcategory

Code	Description	Amount
QIC	Equipment-Interoperable Communications Equipment	\$ 3,000.00
	Total	\$ 3,000.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 3,000.00
	Total	\$ 3,000.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	CPG Expeditionary IIIA Ballistic Helmets	10	\$325.00	\$3,250.00	\$3,250.00	\$0.00

G and T Workplan

Code	Description
ERR	05. Establish/enhance regional response teams.

National Priority

Code	Description
SCD	06. Strengthen CBRNE Detection, Response, and Decontamination Capabilities

Priority Project

Code	Description
44	44) Tactical Teams: Eligible equipment acquisition, training, and/or exercise activities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-Personal Protective Equipment (PPE)	\$ 3,250.00
	Total	\$ 3,250.00

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	\$ 3,250.00
	Total	\$ 3,250.00

Grant Application
Tactical Team Targeted Grant Program
Project No.
Grantee Name

TT17-1050-E00

City of Newburgh Police Department

04/18/2018

Assurance

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Grant Assurances and Certifications for Federally-Funded Grants

The certifications herein shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) or U.S. Department of Transportation (DOT) determines to award the covered transaction, grant, or cooperative agreement.

As the duly authorized representative of the Applicant/Recipient, I certify that the Applicant/Recipient agrees to comply with the following:

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS AND U.S. DEPARTMENT OF TRANSPORTATION GRANTS:

1. The administrative, cost principles, and audit requirements that apply to these funds originate from 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 CFR Part 3002 and by DOT at 2 CFR Part 1201.
2. Recipients must cooperate with any compliance reviews or compliance investigations conducted by the U.S. Departments of Homeland Security and/or Transportation and the State of New York.
3. Lobbying. All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The Applicant/Recipient hereby agrees that to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d) Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief that:

e) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Debarment, Suspension and other Responsibility Matters (Direct Recipient). All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from and ineligible for participation in federal assistance programs or activities

5. Drug-Free Workplace (Grantees other than Individuals). All recipients must comply with the Drug-Free Workplace Act of 1988 (41 USC §701 et seq.), adopted at 2 CFR

Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 CFR Part 3001.

6. Applicant agrees that it will comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

7. Applicant agrees that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

8. Applicant agrees that it will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Applicant agrees that it will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

10. Applicant agrees that it will give the awarding agency, the Comptroller General of the United States, U.S. DHS, U.S. DOT and/or the State, through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the awards and permit access to facilities, personnel, and other individuals and information as may be necessary; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

11. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

12. Applicant agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

13. Applicant agrees that it will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

14. Applicant agrees that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in OPM's Standards for a Merit System of Personnel Administration) 5 CFR Part 900, Subpart F.

15. All recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

16. All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on

language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

17. Applicant agrees that planned expenditures utilizing grant funds are consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

18. All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

19. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements as forth in the program NOFO.

20. DHS defines personally identified information that permit the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as useful resources the DHS Privacy Impact Assessments: visit www.dhs.gov/policy.

21. Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

22. Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.

23. All recipients must comply with the requirements of 42 USC §6201 which contain policies relating to energy efficient that are defined in the state energy conservation plan issues in compliance with this Act.

24. All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated by reference in the terms and conditions of your award.

25. All recipients must maintain the currency of the information in the SAM until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

26. All recipients must comply with the requirements of 31 USC §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 USC §3801-3812 which details the administrative remedy for false claims and statements made.

27. All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance and benefit overpayments. See OMB Circular A-129.

28. All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to the Comptroller General Decision B-138942.

29. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC §2225.

30. All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

31. Applicant agrees that it will comply with all provisions of 48 CFR §31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

32. All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by

41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

33. All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

34. Applicant agrees that it will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

35. Applicant agrees that it will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

36. All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

37. All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

38. Applicant agrees that it will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

39. Applicant agrees that it will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

40. Applicant agrees that it will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by such other information as may be required by the assistance awarding agency or state.

41. Applicant agrees that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

42. Applicant agrees that it will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

43. Applicant agrees that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

44. Applicant agrees that it will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

45. Applicant agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (implementing regulations are found at 6 CFR Part 21 and 44 CFR Part 7); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686; Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, as amended), which provides that no otherwise qualified handicapped individual in the United States

will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (these requirements pertain to the provision of benefits or services as well as to employment) ; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et seq.), as amended, which prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, national origin, religion, disability, familial status and sex (implementing regulations are found at 24 CFR Part 100). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground-floor units in buildings without elevators - be designed and constructed with certain accessible features (see 24 CFR §100.201); (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

46. All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR §175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

47. All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12101-12213).

48. Applicant agrees that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

49. Applicant agrees that it will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally

assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.

50. Applicant agrees that will comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

51. Applicant agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

52. Applicant agrees that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

53. Applicant agrees that it will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

54. Applicant agrees that it will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

55. Applicant agrees that it will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

56. Applicant agrees that it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

57. Applicant agrees that it will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

58. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C §2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

59. Applicant agrees that it will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

60. Applicant agrees that if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

61. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

62. Applicant agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

63. All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

64. All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

65. Applicant agrees that in making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

66. Applicant agrees to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management requirements and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award. If the Recipient is authorized to make subawards under this award, it must:

(1) Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.

(2) Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

67. The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS:

1. All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:

- Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
- Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties by email at crcl@hq.dhs.gov or by mail at U.S Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, DC 20528.

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the address listed above.
- The United States has the right to seek judicial enforcement of these obligations.

FOR U.S. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANTS:

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation – Effectuation of the Civil Rights Act of 1964);
- 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 USC §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities (42 USC §§12101 – 12213) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General U.S. DOT Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age of Discrimination Act of 1975, and §405 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

- (a) The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- (b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Specific U.S. DOT Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Hazardous Materials Emergency Preparedness Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§21.23(b) and 21.23(e) of 49 CFR §21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Hazardous Materials Emergency Preparedness Grant Program and, in adapted from, in all proposals for negotiated agreements regardless of funding source:

"The [Entity Name], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United State effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permit or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures to improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipient, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all required imposed or pursuant to the Acts, the Regulations and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under these Acts, the Regulations, and this Assurance.

11. The Recipient understand that per 49 U.S.C §5116(e), the Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR §110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA's regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b) (2) and (c)(2).

12. In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how

to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

13. In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Federal Government.

14. Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to its respondents that information is being collected for, or in association with, the Federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR part 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

15. The U.S. DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is: DOT Inspector General, 1200 New Jersey Avenue, SE West Bldg. 7th Floor, Washington, DC 20590; Phone: 1.800-424-9071; Email: hotline@oig.dot.gov; Web: <http://www.oig.dot.gov/Hotline>.

By signing this Assurance, the Grantee also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Pipeline and Hazardous Materials Safety Administration access to records, accounts, documents, information, facilities and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Pipeline and Hazardous Materials Safety Administration. You must keep records, reports, and submit the material for review upon request to the Pipeline and Hazardous Materials Safety Administration, or its designee in a timely, complete and accurate way. Additionally,

you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee give this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Hazardous Materials Emergency Preparedness Grant Program. This Assurance is binding on Grantee, other recipients, subrecipients, subgrantees, contractor, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Hazardous Materials Emergency Preparedness Grant Program.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

APPENDIX A

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and make a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations including employment practices when the contract covers any activity, project, or program set forth in Append B of 49 CFR Part 21 (Including Modal Operating Administration specific program requirements).

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color or national origin. (Including Modal Operating Administration specific program requirements).

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Pipeline Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B

Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in according with (Name of Appropriate Legislative Authority), the Regulations of the Administration (Name of Appropriate Program), and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC sections 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interest in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to such and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interested existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix C

Clauses for the Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a

U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, Permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix D

Clauses for the Construction of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land" that (1) no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds or race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, Permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and the Regulations, as amended, set forth in this Assurance.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate

the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following Non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
- Federal-Aid Highway Act of 1973 (23 USC section 324 et seq.), which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 USC §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement act of 1982 (49 USC section 471, section 47123), as amended which prohibits discrimination based on race, creed, color, national origin, or sex;
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

Federal Aviation's Non-discrimination statute (49 USC section 47123) which prohibits discrimination on the basis of race, color, national origin and sex;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations for persons with limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

RESOLUTION NO.: 130 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2018 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$25,260.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2018 covering the period September 1, 2018 through August 31, 2020; and

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

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

WHEREAS, funding is requested for 30 vests at a total cost of \$25,260.00 and a fifty (50%) percent match in the amount of \$12,630.00 is to be paid out of Police funds; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2018 Bulletproof Vest Partnership in the amount of \$25,260.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 131 - 2018

OF

MAY 14, 2018

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2015 RELATIVE TO
77 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 14)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2015-8838; and

WHEREAS, the attorney for the property owner has advised the City that she is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and she is hereby authorized to withdraw the liens on the property located at 77 Chambers Street (Section 23, Block 3, Lot 14), in the City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Twenty-Six Thousand Six Hundred Eighty-One and 82/100 (\$26,681.82) Dollars representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before May 31, 2018.

RESOLUTION NO.: 132 - 2018

OF

MAY 14, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PAYMENT OF CLAIM WITH STATE FARM FIRE AND CASUALTY COMPANY
a/s/o TYHESHA JOHNSON IN THE AMOUNT OF \$7,537.74**

WHEREAS, State Farm Fire and Casualty Company a/s/o Tyhesha Johnson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Five Hundred Thirty-Seven and 74/100 Dollars (\$7,537.74) 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 State Farm Fire and Casualty Company a/s/o Tyhesha Johnson in the total amount of Seven Thousand Five Hundred Thirty-Seven and 74/100 Dollars (\$7,537.74) 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. _____ - 2018

OF

MAY 14, 2018

**A RESOLUTION TO AUTHORIZING THE CITY MANAGER TO EXECUTE
A PAYMENT OF CLAIM WITH JULIO VELASQUEZ AND EDELMIRA VELASQUEZ
IN THE AMOUNT OF \$30,500.00**

WHEREAS, Julio Velasquez and Edelmira Velasquez 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 \$30,500.00 in exchange for a release to resolve all claims among them to be dispersed to Julio Velasquez in the amount of \$12,500.00 and to Edelmira Velasquez in the amount of \$18,000.00; 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's attorneys are hereby authorized to settle the claim of Julio Velasquez and Edelmira Velasquez in the total amount of \$30,500.00, and that City Manager be and he hereby is authorized to execute a written settlement agreement and general release, and any other documents as the City's attorneys may require, to effectuate the settlement as herein described.