

A regular meeting of the City Council of the City of Newburgh was held on Monday, May 14, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Pastor Hubbard of Living in Jesus Ministry, Newburgh, New York.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present- Mayor Harvey, presiding; Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles-7

COMMUNICATIONS

Approval of the minutes of the meeting of April 23 2018

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Carried

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

City Manager Michael Ciaravino presented some highlights in City departments.

Police Department

In the department's efforts to support the declaring of Newburgh as a welcoming city, procedures have been implemented to expedite processing of the U-Visa application. A U-Visa is a United States visa set aside for non-immigrants and their immediate family members, who have been victimized, and who are also willing to assist law enforcement and other Government officials in the investigation, and/or prosecution of those individuals who are convicted of criminal activity. The turnaround time for a U-Visa approval has been reduced to just a few days. He commended Chief Solomon's leadership on this.

We are proud to announce that three (3) police officers have completed a week long training course, and will be riding around the city on bicycles, as part of the department's Community Progressive Response Team. This is in alignment to the mission we have in the Newburgh Police Department to be open and responsive to the community's needs by increasing officers' mobility, and maximizing their accessibility.

A Youth Police Initiative graduation was held on May 7th. More than 200 youth have completed the program since its inception. It has been successful in bridging the gap between law enforcement and young people in the community.

Community Development

We have confirmed dates for the 2018 Children's Summer Film Festival. Outdoor movies will be presented on the Safe Harbor's green space on July 5th, 12th, 19th, 26th and August 2nd. The Fire Department's Safety Center on Grand Street will serve as a backup location. Movie flyers will be distributed by June 1st.

A weekly community outreach with Gidney Avenue Magnet School is underway. The purpose of the outreach is two-fold. It supports the school's reading program, but it also encourages open dialogue with the children by welcoming suggestions of possible movies

to be shown at the upcoming city summer film festival.

Recreation Department

He announced the Annual Summer Playground camp program for youth. The dates are from June 25th through August 3rd. The cost per camper is \$350 for residents. The non-resident fee per camper is \$450. Registration must be done in person, and he pointed out that there are a limited number of slots available.

Registration for summer basketball program is open for boys and girls in grades K through 12. The season begins on June 25th, and the cost is \$20 per player.

The inaugural Eastern New York Soccer Festival will take place on Saturday, May 19th from 9 A.M. until 4 P.M. The soccer open house will show all of the good things that youth soccer can offer, such as health benefits, teamwork and sportsmanship, and possible scholarship opportunities. Pickup games for children to test their skills will be available on the four inflatable fields. Nationally-licensed coaches will be on hand to help with the development of players' skills. Additionally, the Red Bulls Street Team will be present between 10 A.M. and 2 P.M., performing freestyle tricks, signing jerseys and taking photos with the local children.

The city manager concluded his report by mentioning that applications are being accepted for seasonal job opportunities in the Recreation Department. Available positions include pool and summer camp attendants, and in the park, in general.

This portion of the meeting was closed.

PRESENTATIONS

There were no scheduled presentations at this time.

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

Prior to the start of the public comment period, the City Manager announced that our Engineering, DPW and Water Department teams will not be present tonight, as they are addressing a potential emergency at Brown's Pond. There has been a power failure and Central Hudson is working on it right now. Our teams are going to remain with the utility company, because it is of the utmost concern.

Omari Shakur questioned why the Orange County Sheriff's Department was in our community issuing tickets. They stopped twenty (20) innocent people. He stated that they are phishing. Shakur passed out a copy of an electronic communication about a city department head not following through with the condemnation of a building. He believes that this should be fully investigated. Shakur stated that families are put at risk when we allow them to stay in homes that should be condemned. He called it criminal negligence. If this was not the case, and the landlord lied about it, then he felt that the home should be taken from her. These are not the kind of landlords that he wants to see in the community. If something is not done about the situation, then he will be protesting in front of City Hall on June 2nd. He encouraged everyone to vote in the school board election tomorrow.

Jonathan Bix, Executive Director of *Nobody Leaves Mid-Hudson (NLMH)*, a membership-based social justice organization. He encouraged the city to implement Municipal ID legislation for residents. He stated that nationally, fifteen (15) cities across the country have created the IDs for their residents. Middletown and Poughkeepsie are currently putting final touches into their legislation. The IDs have shown to lead to less crime, and the increased reporting of those crimes that do take place. Police departments across the country have endorsed the use of municipal IDs because they help strengthen police-community relations. The IDs benefit all residents, including many whom currently lack other forms of ID, such as seniors, youths, immigrants, homeless and transgender persons, and those reentering society after incarceration. As long as the city follows protocol that other cities using the same system follow, then they will not present a security risk. He and Ignacio Acevedo, lead organizer of NLMH would like to discuss it

further with the council very soon.

Kippy Boyle commented about Resolution #126-2018. She stated that the Conservation Advisory Council (CAC) and Downing Park Planning Committee (DPPC) have always been able to use the area where the greenhouses are located until a few years ago. The City Planning and Development made an agreement with the LandBank/Newburgh Urban Farm that literally locked the CAC out of the space. This is the first time that we have been made aware of yet another agreement with the Newburgh Urban Farm. The CAC had respectfully requested that all of the stakeholders that use that area be informed of any actions pertaining to it so that they can discuss it together. Tomorrow there is an Orange County Transportation Committee meeting to discuss Air Quality Review. Meanwhile our Master Plan calls for a discussion on public transportation to help the air quality. Also we need to put a parking plan in place to eliminate so many cars that park along the waterfront.

Michelle Basch stated that she and a group of concerned neighbors have formed a group in the historic Eastern end of the city. They have purchased garbage cans, as a group, because they noticed that there are not enough receptacles in their neighborhood. She stated that they don't ask the city for anything because she feels it is up to the neighbors to take care of their own neighborhoods. She recited some statistics from the U.S. Department of Housing and Development (HUD) that warned of the high concentration of poverty in the City of Newburgh. HUD further stated that people in need should seek shelter outside of the city. It warned that a concentration of poverty in one area is bad for the people in poverty because it gives the children no outlook or possibilities beyond what they see. She mentioned Alembic, and stated that it is important that we protect our city and residents. Anything new that flattens the little bit of money that we have, and for which the very few are paying for already, is going to be harmful for the city. No one wants anybody to be without a home, yet we have to be able to afford it. The council needs to be cautious of new projects coming into the city, that don't intend to bring tax monies into the city's coffers.

Judy Thomas brought up concerns she addressed at the Vision Planning for Newburgh meeting. She held up a photo of a panoramic view of the Hudson River from the Newburgh Public Library. As a public view, it should be protected as part of our Master Plan. This view is one of the greatest treasures that Newburgh has, and she believes that no development should be on that property. The six-story structure in Alembic's proposal would block the priceless view from the library. This million dollar view belongs to citizens of the City of Newburgh.

Mike Acevedo, President of Orange County Landlords Association, introduced himself to the council. He presented the council with his contact information so that if there are any issues between member landlords and their tenants, they can contact him.

Hannah Brooks spoke on behalf of the Newburgh Heights Association. She has looked at the taxes on single family homes for the past year. She pointed out that the city council has the ability to be cautious with the budget, and therefore the tax rate. The assessed value of the homes are being driven by the market rate. The market is frothy right now, and she has seen neighbors being pushed out of their homes due to taxes. We have to be careful about the decisions we make that could affect the city economically. Before we give away tax PILOTS, or look at any new development, we have to be mindful of what we are destroying. We are not building sustainable neighborhoods at this point if people can't hold onto their homes.

Stuart Sachs spoke about the lawsuit between the City of Newburgh and the Newburgh Housing Authority. Some years ago Newburgh decided that every apartment in the city had to be inspected. The Newburgh Housing Authority already gets all of its apartments inspected, as directed by HUD. The inspections are done by outside contractors. Sachs feels that the city wanted to "cash grab," and demand a fee for apartments that had already been inspected. Essentially this is applying an additional tax on the Newburgh Housing Authority, which represents the poorest and most vulnerable population of the city. Sachs pointed out the Housing Authority won the lawsuit even though it ended up having to pay a fine for failing to register the apartments. The City appealed the decision, so now the two entities are forced to go back to court and spend more money. He feels this is wrong, and he asked the city council for oversight because we are spending a lot of wasted money fighting a partner agency that is housing the poor people in the community. It needs to stop.

Shoy Colburn introduced himself to the council. He is currently running for a seat on Newburgh's school board, and would be available to discuss his thoughts on education after the meeting if anyone wanted to speak with him.

Jules Ridgeway clarified that any concerns about Alembic, as a development company, does not equal being against low income or affordable housing for both renters and buyers and all residents of Newburgh. You can be *pro* affordable housing and *anti-*

Alembic at the same time.

Julie Lyndale discussed plans for affordable housing. She stated that it is possible to have a diversified community, in which we have different economies living together. On her street there has always been mixed-income families consisting of persons who qualify for low-income housing, and those who own their own homes. She has had the experience of getting to know all of her neighbors. The only problem is that her neighbors who don't own homes have to move all of the time. She does not like the idea of the poor having to live together, even if it is in a building that has a view. She never gets to meet the children, or pay for their camp. They are total strangers and it ends up becoming a failed social experiment. Perhaps we could offer tax relief to property owners who have some low income units in their buildings. There are a million creative ways to find a way to integrate people who have more with people who have less. It would be much more unifying if we could find a way that we could all live together; otherwise we are strangers forever.

Paul Belsito spoke about an ongoing issue he is having on Bridge Street. He remarked that very high decibel levels continue to emanate from the Mexican Rodeo event at the Newburgh Armory. It starts at an acceptable level, but as the day progresses the level of the volume increases substantially. He stated he would not be here if the event only occurred one time per year; but, the event occurs several times each year. Perhaps we could put a meter reader there so that everyone could enjoy their Sundays. The event causes his windows to vibrate even though he lives several blocks away from the venue.

Orange County Legislator and City of Newburgh resident Kevindaryan Lujan reiterated the need for Municipal IDs. He was in Albany earlier today, where he heard Governor Cuomo and Cynthia Nixon discuss the importance of drivers' licenses. Last year the City of Newburgh became a fair and welcoming city, and we need to come together as a community and show everybody what we are made of in Newburgh. He encouraged the council to take up this issue.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Grice stated he is concerned about the Orange County Sheriff's Department stopping people in our community. It could be discussed later if it is a confidential matter. He takes the issue with the Codes Department, as well as all city departments, very seriously; but, he pointed out that it is a matter of policy to refrain from discussing internal investigations and matters in a public forum. Grice would like to hear more information about the Municipal IDs, so that he can make an informed decision. He plans to look into the property taxes further because it is an important issue. As far as anything else is concerned, he will let his vote speak for itself.

Councilman Jacobson discussed some concerns about street paving for those individuals who were not at the last work session. He did some research and discovered there are a few State programs, in which some of the federal roads were getting paved. He went to a number of links and discovered that there are more monies available. He spoke with a NYS DOT spokesperson and learned that there is a rollover of CHIPS monies, so that a total of \$1,393,691 is available from one of the programs. A second program called *Pave New York*, that when added to the rollover amounts, gives us a total of \$250,655 in available funds.

A third program called *Extreme Weather Recovery* has total available funds of \$116,858. Mayor Harvey informed him that there is a federal program that we had not availed ourselves that consists of a 5:1 match. Jacobson commented that he requested that a paving plan be put in place back in January so that we could hit up the streets that are in the worst shape, but, also so that the entire city could be covered.

Jacobson remarked that he attended the meeting of the Orange County Legislature on May 3rd, and inquired about how we support our neighboring municipalities in efforts of Mutual Aid. It would similar to what Middletown does. He received a positive reception because the area between Newburgh and Middletown covers about 80% of Orange County. He thinks we should be able to put something together to get additional money from the county.

Councilwoman Mejia commented that the council had a hearty discussion at the work session about the future of the city properties. The discussion included topics of equity in the sell prices, as well as who is eligible to purchase property. The tax question is definitely on everyone's mind. Mejia clarified that she is not aware of one project, in terms of economic development, that is championing the "segregation or warehousing" of people who fall under one type of income, particularly low-income individuals. Also she is glad to hear everyone clapping, with a resounding effect, about the streets getting

paved. However, she felt that it is ironic that ADA compliance is hindering the development in the historic district. The council needs to discuss it further, as they allocate how monies are being spent.

Councilwoman Monteverde commented that she would like to see the tenants get together and form a tenant association. She feels that they are underrepresented. The landlords have an association. She would like to support it and do whatever she can do to see that it gets off the ground. She is concerned about the CAC being locked out of the greenhouse space. She hoped the group could get together with the Landbank and come to a common ground. She is excited that we have a paving plan in place. She wants to go out and look at the streets again before we put it out to bid. She has questions about which streets are being paved with regard to ADA compliance. She is supportive of Municipal IDs. She attended the Democratic Committee meeting and is ready to move forward on it because it is badly needed in Newburgh.

Councilwoman Rayford stated that the council is going to discuss the Municipal IDs further. Even though Middletown and Poughkeepsie currently have draft legislation, she still has some questions about the program, particularly about how we can prevent criminals from getting the IDs. She is not shooting down the idea, but she has further questions about it. She is interested in knowing why the CAC was booted out of the greenhouse space. She would like to see the original contract between all of the said parties. Rayford stated that she wanted to meet with the president of Newburgh's landlord association because she has heard that there is a blacklist that exists. She explained that the Newburgh Armory had purchased a meter to monitor noise levels, because the same issue was brought before the council two years ago. She stated that they would look into the matter further. She asked the City Manager if we could remove some of the water from Brown's Pond to prevent flooding on the road.

The City Manager commented about the rising water levels at Washington Lake. He wrote to the NYS DEC two weeks ago. Since that time, at the weekly meetings that we continue to have with the State office, they have stated that they are working on the matter. We have given them our software so that they can monitor what is happening there in real-time. He pointed out that the dilemma is, if the DEC does not make a decision soon then he is going to have to authorize a release of that water. But, in doing so, it will have the PFOS in it, eventually moving its way through Silver Stream and onto Moodna Creek, then into the Hudson River and ultimately into the Atlantic Ocean. He stated that if we do not see tangible progress within the next couple of days then he is going to make one final effort to get the DEC to move more quickly; but, he is expecting that there is going to be another temporary mobilization on Route 300.

Councilwoman Sofokles remarked that she has questioned why the Orange County Sheriff's Department was in Newburgh months ago. She explained that it is Orange County, and the department has jurisdiction in the entire county. They are here to help, not to hinder. She is going to look into the issue of the CAC's access at Downing Park. She pointed out that the park hosts a six-week summer program for the youth and they need the space to store their tools. She spoke about concerns about tax assessments. It sounds like the assessments are way off regarding those properties in the Heights Section. She pointed out that Grievance Day is May 22nd. Property owners can simply show up that evening and compare the assessments of neighboring properties. Sofokles congratulated Councilman Jacobson for being successful in running a campaign based on fixing city streets. She stated that this is exactly what he said he set out to do. He has been very diligent, and he discovered in his research that we had another \$250K that we did not know we had. She thanked Orange County Legislator Lujan for the project he is working on.

Mayor Harvey remarked that he and fellow council members spent time at the New York Conference of Mayors. He learned a lot on varying topics of Local Government, particularly those on federal funding and other programs leading to monies coming into the city's coffers. In addition to the efforts of Councilman Jacobson in finding out about various state programs, collectively we have close to \$3.6 Million for ADA-compliant sidewalks and road paving. Because our infrastructure is so important, the council asked George Garrison and his team to do an assessment so that we could address the sidewalks in need of small repair immediately. The other repair work, after going through a fair and equitable bid process, as required by federal and state law, would be addressed by late summer.

He has had extensive conversations with Paul Belsito about the noise coming from the event at the Armory. We need to continue to have that discussion with Mr. Kaplan. An agreement was made about a year ago regarding what those decibel levels should be. Harvey is happy to report that the skateboard park for the youth has been completed. A ribbon-cutting ceremony is scheduled for Memorial Day, following the parade.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 106 -2018 - NYCOMCO Agreement - Radio improvements

(Re-numbered as Resolution #134-2018)

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 107 -2018 Authorizing the 2017/2018 MS4 Annual Report

Councilwoman Rayford moved and Councilwoman Monteverde seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford asked the council if it is going to continue to receive monies, such as this, or is this a one shot deal. She is concerned about why funds of an outside organization is being funneled through the City of Newburgh. She felt like the city is setting up itself.

Michael Ciaravino provided some insight as to why it was done in this manner. Orange County had some funding available for Newburgh Illuminated; but they could not write the check directly to a private organization. He explained that Paul Erwenwein of Newburgh Illuminated asked him to write a letter to the county on behalf of the organization to be able to receive the funds. He initially asked for \$10K. The County came back with an amount of \$4,999. The funds help provide the sanitation and augmented security for the day. We are expecting 25,000 people to attend this year's event.

Councilwoman Rayford remarked that they need to discuss it publicly, as it is peculiar that it is being done this way. She supports the event, but, she feels that the city is continuing to leave itself open to problems down the road. She stated that it should have been made clear prior to tonight's meeting.

Mayor Harvey agrees it is a peculiar way of doing it. However it is a large event with a large amount of people in attendance. Newburgh Illuminated really unifies our city, and

it is important to point out that the event has occurred without incident. If the County wants to donate to the event, through the city, then he believes it is important so that we can maintain public safety.

Councilman Grice stated that it was to his understanding that this money had to come through the city. He talked at length during the work session about the city establishing its own tourism department, so that monies could remain with the city in the future. Also, when we talk about law enforcement, we mention the State Police, the County, and Newburgh Police. But it is important that we include the Auxiliary Police Department in the discussion too.

The City Manager commented that the Newburgh Illuminated event has built momentum over the years, and it gives us a way to highlight our city. The organization will be applying for a special permit, in addition to the permit that they obtain from the City of Newburgh. The special permit he referred to was enacted by State law years ago in the aftermath of the Woodstock Festival. He expects that if the event continues to grow as it does, so will the costs of the City of Newburgh to cosponsor the event. This is why he requested \$10K. He sees it as a win-win situation for the community and the entire region.

Councilwoman Monteverde stated that it would be beneficial for a representative from Newburgh Illuminated to be present to answer these concerns in the future. Moving forward, she did not know if this is something that they should discuss and possibly put into the budget, like they do with the International Festival.

The council broke away from protocol and allowed a representative from Newburgh Illuminated to comment. He explained that according to the law, the Orange County Department of Tourism can't give funds to a non-profit organization. They have done it with Middletown and Port Jervis, and he believes the county has done it with Newburgh previously. Legally, this is the only way that it can be done.

Councilwoman Mejia stated it is important that we highlight the bright side of this. In the last three years the City of Newburgh has received an award from the Orange County Tourism Department. We can use this as an opportunity to show everyone that we have a tourism plan in the works, and we can continue to develop our Welcoming Center down at the waterfront. She pointed out that there are other festivals that we put on that should

go into this aggressive packet of tourism.

Chief Douglas Solomon spoke to the jurisdictional limits that State and County law enforcement have within the City of Newburgh. At the Newburgh Illuminated event, we will be working with other law enforcement agencies in a cooperative and planned effort. The mission of the City's police force is to provide law enforcement services within the City of Newburgh; whereas the State and County have different missions. All of the agencies work together and they discuss what each agency's role in the mission will be. He pointed out that we work with agencies all of the time.

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 109 - 2018 Fireworks Contract 2018

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilwoman Mejia seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Mayor Harvey remarked that he is excited as the project materializes. He is extremely familiar with the group's work, and it is going to be a staple in the community in that location to help revitalize that area of the city.

Councilman Jacobson commented that it is an ambitious project, and he wishes them all of the best. He hopes they can follow through with it, as promised.

Councilwoman Monteverde stated that she is excited about it. She has seen what the developer has done in Poughkeepsie, and she believes it will be great for Newburgh.

Councilman Jacobson moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 119 - 2018 Purchase of 74 Henry Avenue

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 120 - 2018 Purchase of 288 Ann Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 121 - 2018 Purchase of 31 Benkard Avenue

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 124 - 2018 Purchase of 260 First Street

Councilman Grice questioned the assessed value and asking price. It is not in alignment with other homeowners in that same price point. He did not see any structural problems with the building. What he did see was a lot of garbage on the property. There are a few other things that the owner would need to remodel anyway.

Councilwoman Rayford believed the property was being undersold. She stated that the owner made it known to the council that he intended to flip-sell the property. The owner already owns two other properties on the street. She does not support the resolution. She stated that if this property is only going for \$1000, then maybe we could get more for it if we made a public appeal to the community.

Councilman Jacobson stated that he looked at the paperwork. It is going to cost upwards of \$100K to fix up the property. Sometimes the sell price has to reflect the amount of work that has to be put into the property as well.

Mayor Harvey commented that there is a lot of remediation that needs to be done on the property. It is basically a shell. One of our goals is to mitigate our urban blight, and get these properties back onto the tax rolls to help generate revenue and revitalize neighborhoods. He believed the owner has a pretty good track record with turning around properties. Harvey stated that Deidre Glenn spoke about this at the work session. The other piece of this is not just about being able to buy the property for \$1000; it is about having the financial means to be able to remediate the property too.

Councilwoman Mejia does not believe the sell price is adequate, especially on a block in which a lot of infrastructure improvements were made. We paved the road two years ago so that the properties on that block could increase in value. Part of her dream would be for a coalition of individuals, who have pooled their money together, to come before the council in the next three months and make the same proposal. We have been down this path in the past, in which we have offered parcels to individuals who have not come through with their end of the bargain. Mejia suggested that the council table the resolution for ninety (90) days to see if it could be made into a community project, in which a local group could fix up the home. She has a hard time accepting the \$1000 because of the infrastructure improvements that were recently made. She wants to feel as though she is being fair to the taxpayers because we have invested the infrastructure

money into that area. Right now we are bearing the costs of the taxes. She is not saying "No" to it. She is simply requesting a delay in the decision.

Councilwoman Sofokles stated that part of the problem is that nobody is jumping to buy property on this block. Many times in the past, individuals buy city property and then are unable to fix it up in eighteen (18) months. This man has the money to fix up this building, and Sofokles would be hesitant to let the property sit for three more months. She does not foresee people wanting to burden themselves with Worker's Compensation Insurance and other State requirements solely to be able to flip a home. The owner has a proven track record. For anyone who has driven by the property, it is absolutely appalling, and it is in terrible shape. For \$1000, let him have it.

Councilwoman Monteverde agreed with Sofokles. The guy has the property across the street, and he is willing to invest in this one. Yes, he intends to flip it; but, it is going to help stabilize the neighborhood. It does not make sense to hang onto property and look at it three (3) months later.

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Jacobson, Monteverde, Sofokles, Harvey - 4

Nays: Grice, Mejia, Rayford-3

Adopted

Resolution No. 125 - 2018 Purchase of 71 Hasbrouck Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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

Mayor Harvey stated that Kippy Boyle made a good point. He does not think the CAC

wants to put the brakes on the effort. He just feels there should be more discussion and transparency between all of the stakeholders involved. Harvey suggested that the council table the resolution.

Councilwoman Mejia pointed out that the Landbank is not the managing party of the greenhouses any longer. The parcel belongs to the City of Newburgh, and it has the authority over the land now. She wholeheartedly supports folks coming to the table to discuss how they share information. A partnership between the CAC and the Newburgh Urban Farm go hand-in-hand to bring the residents together through community gardening. She is hoping that it is just a miscommunication clearance that needs to occur.

Councilman Grice agrees with both Mayor Harvey and Councilwoman Mejia; but, he does not want to pass a resolution without it being clarified first. He supports both organizations. And he has volunteered for both of them. He believes that we can find an amicable solution. He would support the tabling of the resolution until then.

Councilwoman Sofokles pointed out that time is of the essence for Newburgh Urban Farm as we approach the upcoming Farmer's Market season. If we table it, are we essentially suspending the entity's access to the space?

Mayor Harvey asked Newburgh Urban Farm if it would be a problem if the council put it on the next agenda, so that they could fine tune the details. As it was mentioned earlier, George Garrison is not available to address the issue of access to the park because he is dealing with an emergency at Brown's Pond.

Virginia Kasinki pointed out that Newburgh Urban Farm does not prohibit the CAC from coming onto the property. The issue is between the City of Newburgh and DPW. Newburgh Urban Farm has no oversight of that issue. As far as what they are trying to do, if they do not get up there and plant soon they will have nothing off of that farm for the season. The other problem with the delay is the City is going to require the organization to have insurance in order to enter the premises. They will not be able to do that unless a resolution is passed.

Michelle Kelson stated that it sounds as though there is a miscommunication, by and

among the different aspects of city government. It issue is operational, and it certainly can be worked out. At the end of the day it is city property. If we have to issue a directive then that can be done too. She wished that she had known about the problem earlier though.

The City Manager commented that the short answer is "Yes". We can work together with the CAC, Newburgh Urban Farm, DPW and the community at large to make it happen.

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Sofokles moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 129 - 2018 2017 Tactical Team Grant

Councilwoman Rayford moved and Councilman Jacobson seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Rayford asked the city manager how much does each vest cost. She asked him if he intended to turn in his vest in exchange for a new one. Also she wanted to know what would become of the expired vests, and whether we could sell them later on.

The City Manager's response was, "No."

Chief Solomon stated that each vest cost \$800-\$900. He stated that the funding would be used to purchase vests for new officers and to replace expired vests. The vests typically expire after five (5) years. After the expiration, the vest becomes property of the officer. Also the vest are donated for different purposes. A few years ago the Military sought the used vests to help fill the door cavities of its fleet of vehicles.

Michelle Kelson pointed out that the vests are, in some degree, tailored to the specific officer to whom it is issued, and generally can't be passed off to another person. Some of them can be recycled for other purposes, such as equipment use. These grants are not competitive, and the Justice Department makes them available on a regular basis. It is not quite the same thing as when we surplus a vehicle.

Councilwoman Rayford moved and Councilman Jacobson seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 131 - 2018

Councilwoman Rayford moved and Councilwoman Mejia seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 132- 2018

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 133 - 2018

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

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.

MCC form for period ending March 9,	2	0	1	8
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☒ This report is being submitted on behalf of an individual MS4.

Name of MS4

[illegible]

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

Name of Single Entity

[illegible]

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

Name of Coalition

[illegible]

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MS4 Annual Report Cover PageMCC 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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Name of MS4 City of Newburgh

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Each MS4 must submit an MCC form.

Section 1 - MCC Identification Page

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

If Joint Report, enter coalition name:

[illegible]

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9,	2	0	1	8
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Name of MS4 City of Newburgh

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

M	i	c	h	a	e	l									
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MI

G

Last Name

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Title

[illegible]

Address

[illegible]

City

[illegible]

State

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Zip

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eMail

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Phone

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MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2018

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

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).

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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	J a s o n	MI	C	Last Name	M o r r i s
Title	C i t y E n g i n e e r				
Address	8 3 B r o a d w a y				
City	N e w b u r g h	State	N Y	Zip	1 2 5 5 0 -
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Phone	(8 4 5) 5 6 9 - 7 4 4 7	County	O r a n g e		

MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2018

Name of MS4 City of Newburgh

SPDES ID

N Y R 2 0 A 2 4 0

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).

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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

C h a d

MI

M

Last Name

W a d e

Title

A s s i s t a n t C i t y E n g i n e e r

Address

8 3 B r o a d w a y

City

N e w b u r g h

State

N Y

Zip

1 2 5 5 0 -

eMail

c w a d e @ c i t y o f n e w b u r g h - n y . g o v

Phone

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

County

O r a n g e

MS4 Municipal Compliance Certification (MCC) Form

MCC form for period ending March 9, 2018

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

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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, 2018

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, 2018

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

R i v e r k e e p e r

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

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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 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

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

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Address

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State

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Zip

1 2 5 5 0 -

eMail

i n f o @ s a f e - h a r b o r s . o r g

Phone

(8 4 5) 7 8 4 - 1 1 9 9

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.

2	0	1	8
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City of Newburgh

N	Y	R	2	0	A	2	4	0
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"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."

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

[illegible]

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0	5	/	3	0	/	2	0	1	8
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MS4 Permit Coordinator
Division of Water
4th Floor
625 Broadway
Albany, New York 12233-3505

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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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Water Quality Trends

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

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

How many MS4s are contributed to this report?	1
---	---

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One. ☐ Yes

If Yes, choose one of the following

- ☐ Report(s) attached to the annual report
- ☐ Web Page(s) where report(s) is/are provided below

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

URL

[illegible]

URL

[illegible]

URL

[illegible]

URL

[illegible]

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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 1. Public Education and Outreach

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. Targeted Public Education and Outreach Best Management Practices

Check all topics that were included in Education and Outreach during this reporting period:

- ☒ Construction Sites
 - ☒ General Stormwater Management Information
 - ☐ Household Hazardous Waste Disposal
 - ☒ Illicit Discharge Detection and Elimination
 - ☒ Infrastructure Maintenance
 - ☐ Smart Growth
 - ☐ Storm Drain Marking
 - ☒ Green Infrastructure/Better Site Design/Low Impact Development
 - ☐ Other:
 - ☐ Pesticide and Fertilizer Application
 - ☒ Pet Waste Management
 - ☒ Recycling
 - ☐ Riparian Corridor Protection/Restoration
 - ☒ Trash Management
 - ☒ Vehicle Washing
 - ☒ Water Conservation
 - ☐ Wetland Protection
 - ☐ None

☐ Other:

[illegible]

Other

2. Specific audiences targeted during this reporting period:

- ☒ Public Employees ☐ Contractors
☐ Residential ☒ Developers
☐ Businesses ☒ General Public
☐ Restaurants ☐ Industries
☐ Other: ☐ Agricultural

○ Other:

[illegible]

Other

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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

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

--	--	--	--	--

☐ Direct Mailings

Mailings

--	--	--	--	--

● Kiosks or Other Displays

Locations

				Unit
--	--	--	--	------

● List-Serves

In List

		1	7	C
--	--	---	---	---

○ Mailing List

In List

--	--	--	--	--

☐ Newspaper Ads or Articles

Days Run

--	--	--	--	--

○ Public Events/Presentations

Attendees

--	--	--	--	--

School Program

Attendees

	1	6	7	6
--	---	---	---	---

☐ TV Spot/Program

Days Run

--	--	--	--	--

○ Printed Materials:

Total # Distributed

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

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

[illegible]

● Other:

S	e	e	A	t	t	a	c	h	e	d									
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● **Web Page:** Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

[illegible]

URL

URL
http://www.cityofnewburgh-ny.gov
/stormwater/pages/additional-inf
ormation

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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

3. Web Page cont.: Provide specific web addresses - not home page.

URL

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/ s t o r m w a t e r / p a g e s / w h a t - y o u - c a n - d
o

URL

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v / s t o r m w a t e r / p a g e s / s t o r m w a t e r - l e
g i s l a t i o n

URL

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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

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t y g o v . c o m / q u a s s a i c k . h t m l

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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

N	Y	R	2	0	A	2	4	0
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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

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

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	4
☒ Comments on SWMP Received	# Comments	0
☒ Community Hotlines	Phone # (8 4 5) 5 6 9 - 7 4 4 7	
Phone # () -	Phone # () -	
Phone # () -	Phone # () -	
Phone # () -	Phone # () -	
Phone # () -	Phone # () -	
Phone # () -	Phone # () -	
☐ Community Meetings	# Attendees	
☒ Plantings	Sq. Ft.	3 5 1
☐ Storm Drain Markings	# Drains	
☒ Stakeholder Meetings	# Attendees	1 1 3
☐ Volunteer Monitoring	# Events	
☐ Other:		

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

☒ Yes ☐ No

☐ 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,

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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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2. URL(s) con't.:

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

URL

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/	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

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URL

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URL

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2	0	1	6
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Name of MS4/Coalition	City Of Newburgh
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N	Y	R	2	0	A	2	4	0
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Please provide specific address(es) where notices can be accessed - not home page.

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

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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

3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

☒ MS4/Coalition Office

☒ Annual Report

☒ SWMP Plan

☒ Comments

Department

E n g i n e e r i n g D e p a r t m e n t

Address

8 3 B r o a d w a y

City

N e w b u r g h

Zip

N Y

1 2 5 5 0 -

Phone

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

☐ Library

☐ Annual Report

☐ SWMP Plan

☐ Comments

Address

City

Zip

-

Phone

() -

☐ Other

☐ Annual Report

☐ SWMP Plan

☐ Comments

Address

City

Zip

-

Phone

() -

☒ Web Page URL:

☒ Annual Report

☒ SWMP Plan

☐ Comments

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 / 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

Please provide specific address of page where report can be accessed - not home page.

☒ eMail

☒ Comments

M S 4 @ c i t y o f n e w b u r g h - n y . g o v

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

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
--	---	---	---

(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.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

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 3. Illicit Discharge Detection and Elimination

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. 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

☐ Other:

☐ 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

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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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
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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
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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,

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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, 2018

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

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department

E n g i n e e r i n g D e p a r t m e n t

Address

8 3 B r o a d w a y

City

N e w b u r g h

N Y

Zip

1 2 5 5 0 -

Phone

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

○ Library

Address

City

Zip

-

Phone

() -

○ Other

Address

City

Zip

-

Phone

() -

● Web Page URL(s): Please provide specific address where SWPPPs 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 / p l a n n i n g - b o a r d / p a g e s / s p e c i a l -
p r o j e c t s

URL

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

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,

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

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
--	---	---

 %

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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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
--	--	--	---

(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 FormThis 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.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 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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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 FormThis report is being submitted for the reporting period ending March 9,

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City of Newburgh

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
--	---	---

 %

* Estimate what percentage was mapped in this reporting period.

		0
--	--	---

 %

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

Additional BMPs Page 1 of 3

MS4 Annual Report Form

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

2	0	1	8
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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
--	--	---

 %
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
--	--	---
- 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

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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
 - Newburgh: South Street Park Cleanup
 - Newburgh: People's Waterfront
 - 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.

108-18

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;

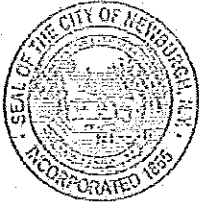
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

I, Lorena Vitak, City Clerk of the City of Newburgh,
heroby 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.

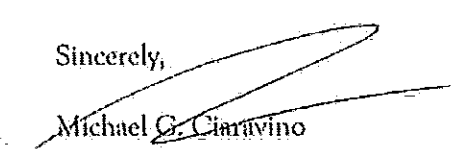
The Newburgh Illuminated Festival is an event designed to bring people and families together in celebration, to 'illuminate' and market the great assets of the City, to bring new people into the area, thus resulting in increased tourism, new business and a positive regional perception.

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.

#109-18

4/24/18 - opening

10:25 AM

JT -

KM -

HS -

Present

10K



Fireworks Extravaganza

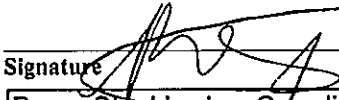


2009 World Fireworks Competition First Place, Hannover Germany

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: 04:00 PM (local time) Monday, April 23, 2018				
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  <table border="1"> <tr> <td>Bryna Stankiewicz, Coordinator</td> <td>3/23/2018</td> </tr> <tr> <td>Print Name and Official Title</td> <td>Date</td> </tr> </table>		Bryna Stankiewicz, Coordinator	3/23/2018	Print Name and Official Title	Date
Bryna Stankiewicz, Coordinator	3/23/2018						
Print Name and Official Title	Date						
2. Terms: Single Year Contract		3. F.O.B	4. Date(s) services can be made: July 4, 2018, July 5, 2018				
Description Qualified vendors are invited to submit their best quotation for services providing fireworks for the City of Newburgh's Annual 4 th 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 <i>minimum</i> 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.		5. Unit Price	6. Amount				
		7. Quote Total:	\$ 10,000 .00				
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 #84H00310

US DOT Hazardous Materials Carrier DOT#2064141

AJ Explosives Dealer License #W016

NY State Dealer/Manufacturer License #D-5741

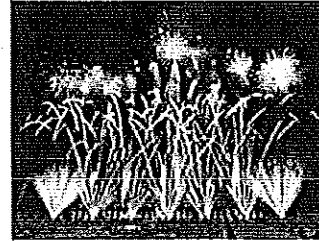
NY Permit to Use Explosives License #003309

NYC Fireworks Contractor — Certificate of Fitness #82076355

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!

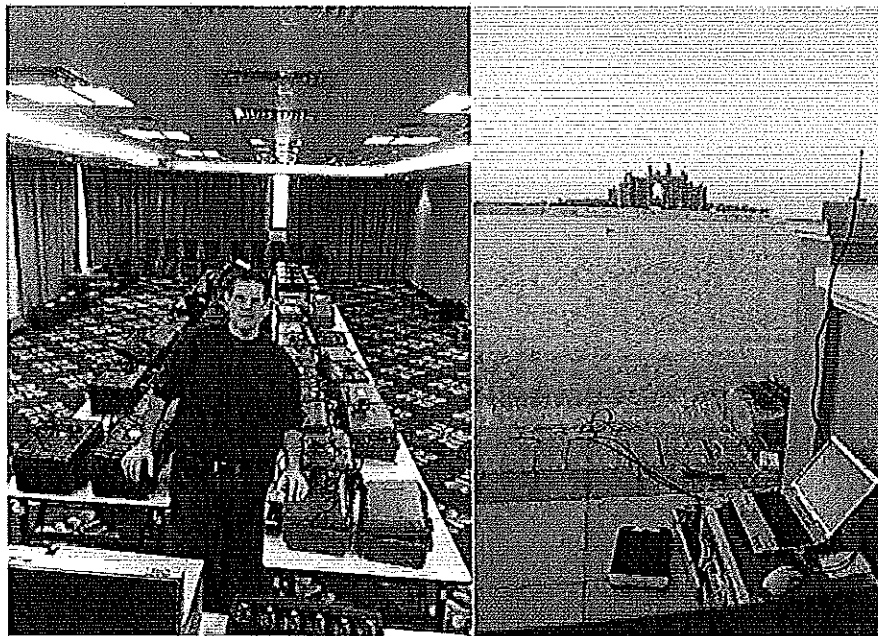
False Finale Shells	2000
Grand Finale:	
2 ½" and 3" shells	350
4" Shells	18
5" Shells	15
6" Shells	12
Total Grand Finale	2,395
Total Program	4,301

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.



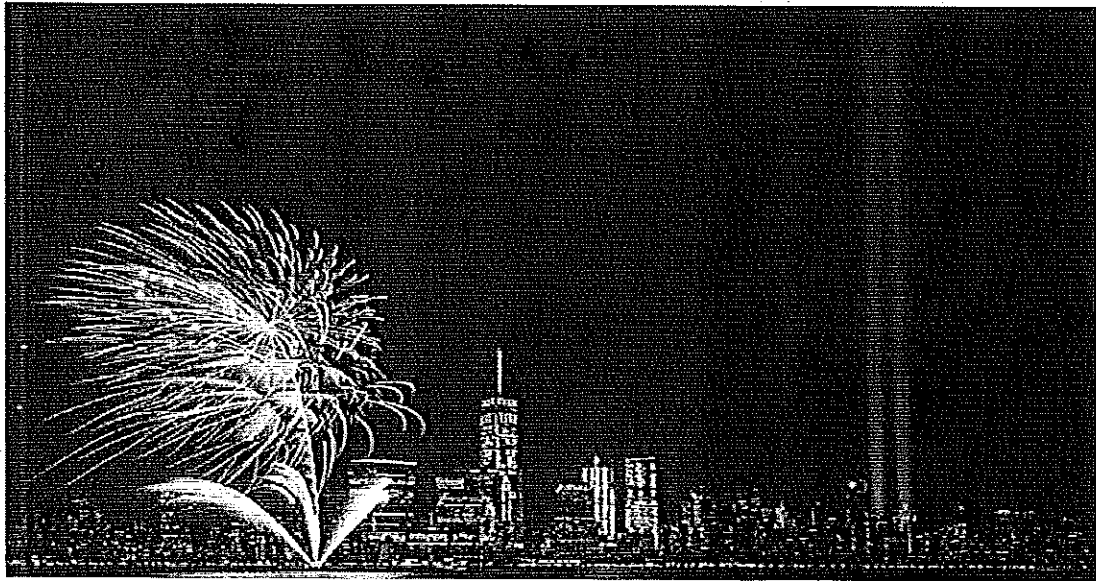
John Sagaria, setting up multiple FireOne systems for a world record display in Dubai Arab Emirates in December 2013.

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 Sagarla, 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.

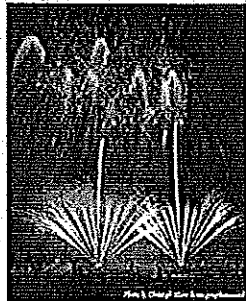
2009 Competition 1st Place Champion in Hanover Germany

In 2009 FE took first place in the Hannover Germany World Fireworks Competition. A four month competition, the competing countries were France, Poland, Turkey, Malta, and China.

"Controlling the Burn" to win the 2009 Hannover International Fireworks Competition.

Fireworks by John Ferguson, a 19-year-old student, won the 2009 Hannover International Fireworks Competition.

The fireworks competition in Hannover is a very special event. It is a four-month competition where countries from all over the world compete. The competition is held in the city of Hannover, Germany. The fireworks are set off in a large field, and the competition is watched by thousands of people. The fireworks are set off in a large field, and the competition is watched by thousands of people. The fireworks are set off in a large field, and the competition is watched by thousands of people.



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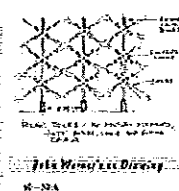
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International Experience

Fireworks Extravaganza has performed fireworks displays for eight years for the Trinidad and Tobago Independence Celebration. The shows are held in three different locations simultaneously (Queen's Savanna, Tobago and San Fernando). We also designed and shot the International SOCA Monarch display for three years.



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.

**(201)
BEST OF
BERGEN
2017**

Things To Do

Bergen residents truly treasure their free time and the readers of (201) sounded off about their favorite ways and places to make the most of their leisure. Kick back, relax and have some fun.

ALL-STAR'S BY THE GOLF COURSE, REDWOOD LANE, TOWNSHIP
YOUNG ROCK, HILLS FOR WINTER RUN, HONOLULU COUNTRY
BOULEVARD OF JAZZ, PARKWAY, HAWAIIAN BAY PARKWAY
FOURTH OF JULY FIREWORKS, LAKESIDE PARK, LAKESIDE PARK
LAKESIDE PARK, LAKESIDE PARK, LAKESIDE PARK
LAKESIDE PARK, LAKESIDE PARK, LAKESIDE PARK

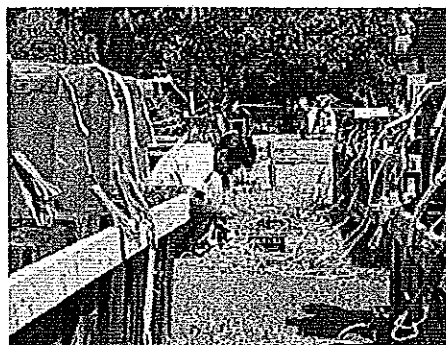


**Best Fourth of July Fireworks
Bergenwood**

There are many wonderful parties for Bergenwood's annual fireworks display but the best is the one held at the Bergenwood Golf Course. The fireworks are set off on the golf course and the crowd is huge. The fireworks are set off on the golf course and the crowd is huge. The fireworks are set off on the golf course and the crowd is huge.

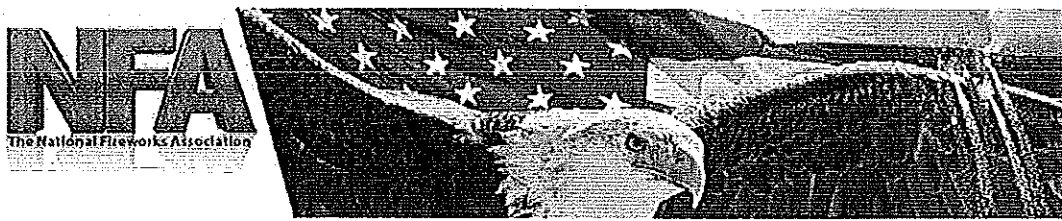


Above: 201 Magazine naming Fireworks Extravaganza –
Best Display in New Jersey for 11 years running.



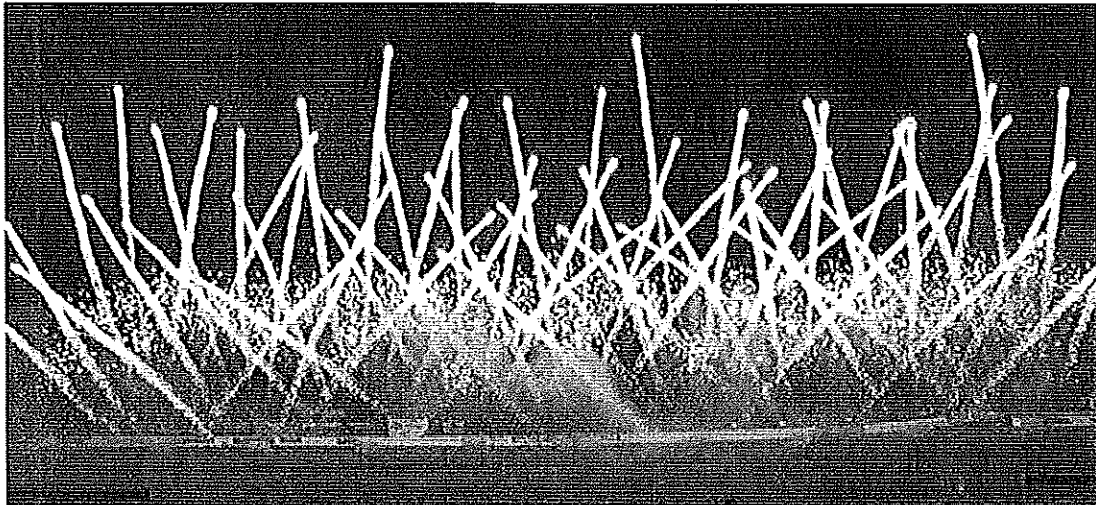
These accomplishments demonstrate the caliber of work we hold ourselves to and the commitment we have in providing the highest quality of product and service. It makes us proud to work in this industry, to promote independence and support what freedom stands for in the great United States of America.

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.

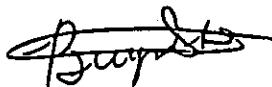
The piece of paper you are holding in your hand is really worthless. Anyone can make promises on paper. We have yet to earn your trust, but we hope you will call some of the sponsors that we have worked hard to earned their trust.

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,



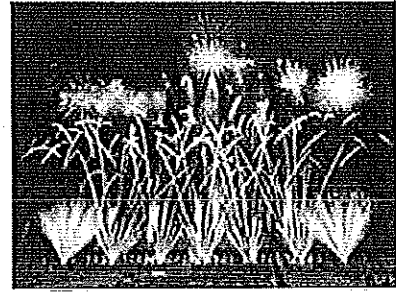
Bryna Stankiewicz
Event Coordinator
Fireworks Extravaganza
bstankiewicz@fwextravaganza.com

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-HU-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W016
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

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US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
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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 2012 to Present
 Date: December 31, New Years
 Location: Mercersburg, PA
 Katrina Gayman – 717-328-9400

Ski Liberty Mountain 2012 to Present
 Date: December 31
 Location: Carroll Valley, PA
 Lonny Whitcomb – 717-586-7338

Enterprise Fire Company 2013 to Present
 Date: May 26
 Location: Hatboro, PA
 April Mount 215-675-4040

City of Coatesville 2017 to Present
 Date: July 8
 Location: Coatesville, PA
 Mike Trio 610-384-0300

Sunny Brook Country Club 2017 to Present
 Date: July 8
 Location: Plymouth Meeting, PA
 Susan Lauter 610-828-9617

VIRGINIA

Shenandoah Apple Blossom 2001 to 2014
 Date: 1st Friday in May
 Location: Winchester VA
 John Rosenberger "Best Show Ever."

Middleburg Community Center 1998 to 2013
 Date: July 4th
 Location: Middleburg, VA
 Joanne Cole "Best job ever from set up to clean up"

Crozet Community 2012 to Present
 Date: July 1
 Location: Crozet, VA
 Tim Tolson – 434-243-6592 "Show was awesome!"

Winchester Church of God 2013 to Present
 Date: July 2
 Location: Winchester VA
 Dorie Fischer 540-667-801 "The Finale was the best we've ever seen"

Whilton Farms 2012 to Present
 Date: July 2
 Location: Greenwood, VA
 Terrence Daniels 434-979-9101

DELAWARE

Town of Middletown	1998 to Present
Date: July 4 th	
Location: Middletown, DE	
Rae Yingling – 301-275-0473 “Always done a great job”	
Smyrna/Clayton July 4 th Assn	1998 to Present
Date: July 4 th	
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 Elsmere	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

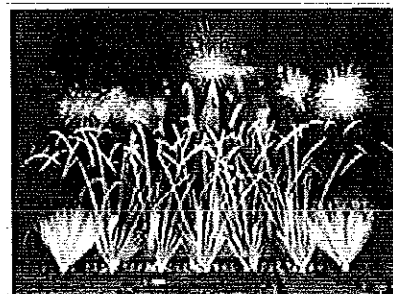
Anthony Zanni 516-922- 5468

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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. C&A FIRE
Policy Number: 8334600022
Policy Period: 11/01/2015-11/01/2016
LCO General Liability

EVEREST LOSS RUN
as of Aug 02 2017

EVEREST

Claim Number	Date of Loss	Description of Loss	Contract Name	Policy Period	Insured Policy	Exposure Policy	Settle	Recovery	Total Paid
Claim Date	Date Reported	Date Settled	Contract Name	Policy Period	Insured Policy	Exposure Policy	Settle	Recovery	Total Paid
Total Paid by Policy Number 8334600022-01 : 0									
Sub Total by Date : 0									
Sub Total by Contract Name : 0									
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Sub Total by Date : 0									
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Total Paid by Policy Number 8334600022-01 : 0									
Sub Total by Date : 0									
Sub Total by Contract Name : 0									

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

BOARD STANDING COMMITTEES

Executive Committee

Tad Trout
Ian Gilfillan
Mike Collar
Phil Gucci
William Weimer

Governance Committee

Chairman Steve Frantz
Mike Collar
Chester Davis
Mike Ingram
Jim Souza
Bruce Zoldan

Audit Committee

Chairman Phil Gucci
Ian Gilfillan
Charlie Wald
Bruce Zoldan

PROGRAM COMMITTEES

Code Committee

Co-Chairman Mike Ingram
Co-Chairman Tad Trout
John Bechtold
Gary Brown
John Conkling
Pat Cook
Jerry Farley
Robyn Gallitto
Sharon Hunnewell
Michael Ingram
Jason Marietta
Dan Peart
John Steinberg
Charles Walker
William Weimer
Jerry Wingard* AFSL Liaison

Environmental Committee

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Thank you a million times over,

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"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



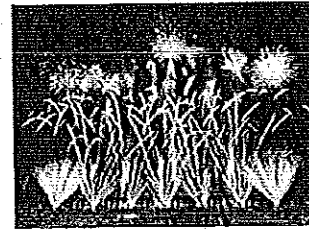
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Fireworks Extravaganza Wins 2017 Liuyang International Fireworks Competition



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.

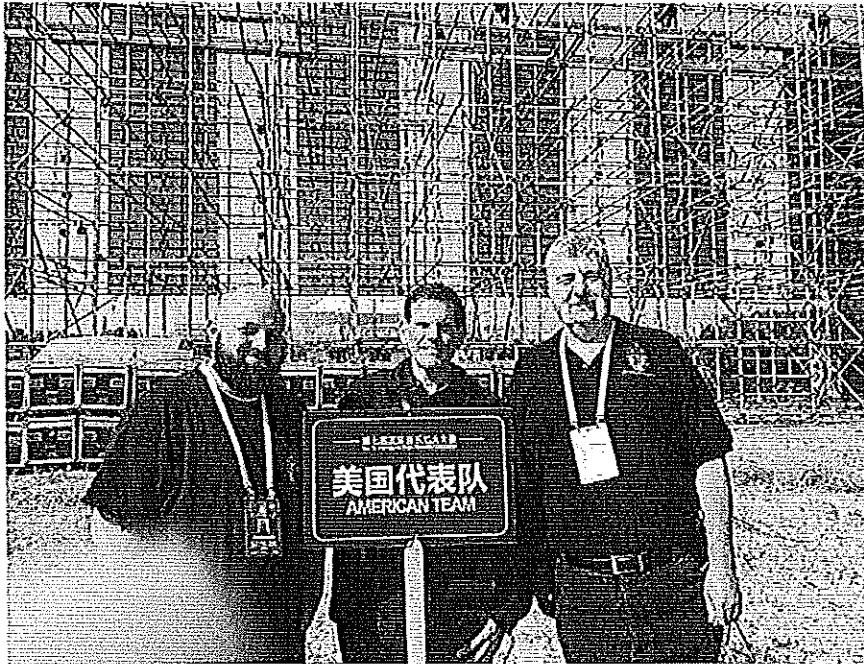
Each show was limited to 12 minutes and the music and all the effects are at the sole discretion of the team. The FE show had two new effects:

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/Can_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.

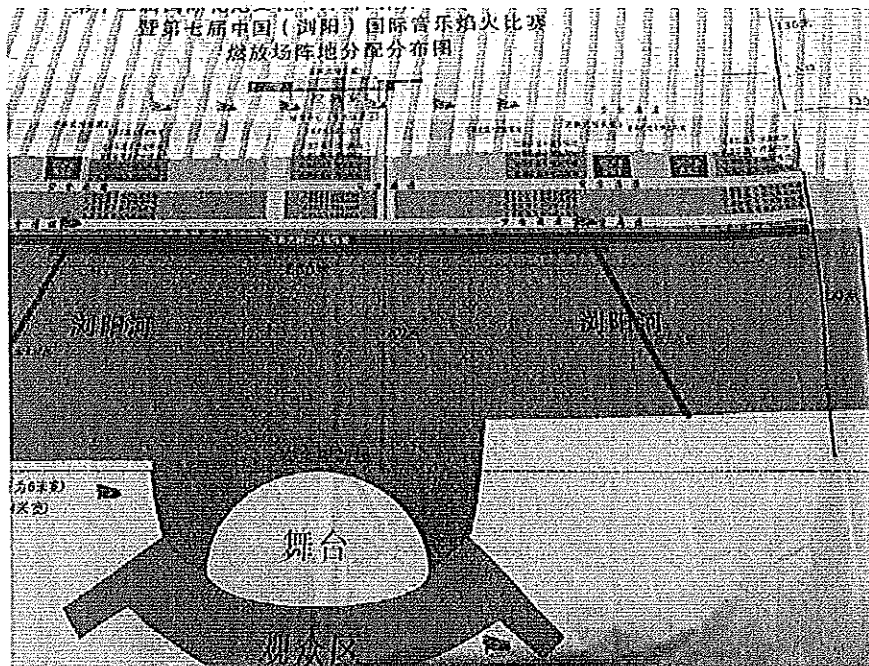
Here is a Compilation of the FE Elements, and also some of the Chinese dancing segments that are very good:

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 Litian 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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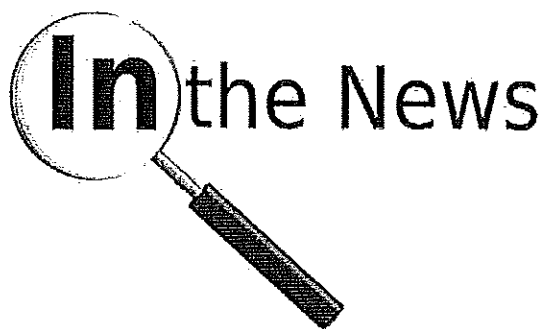
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Fireworks Extravaganza

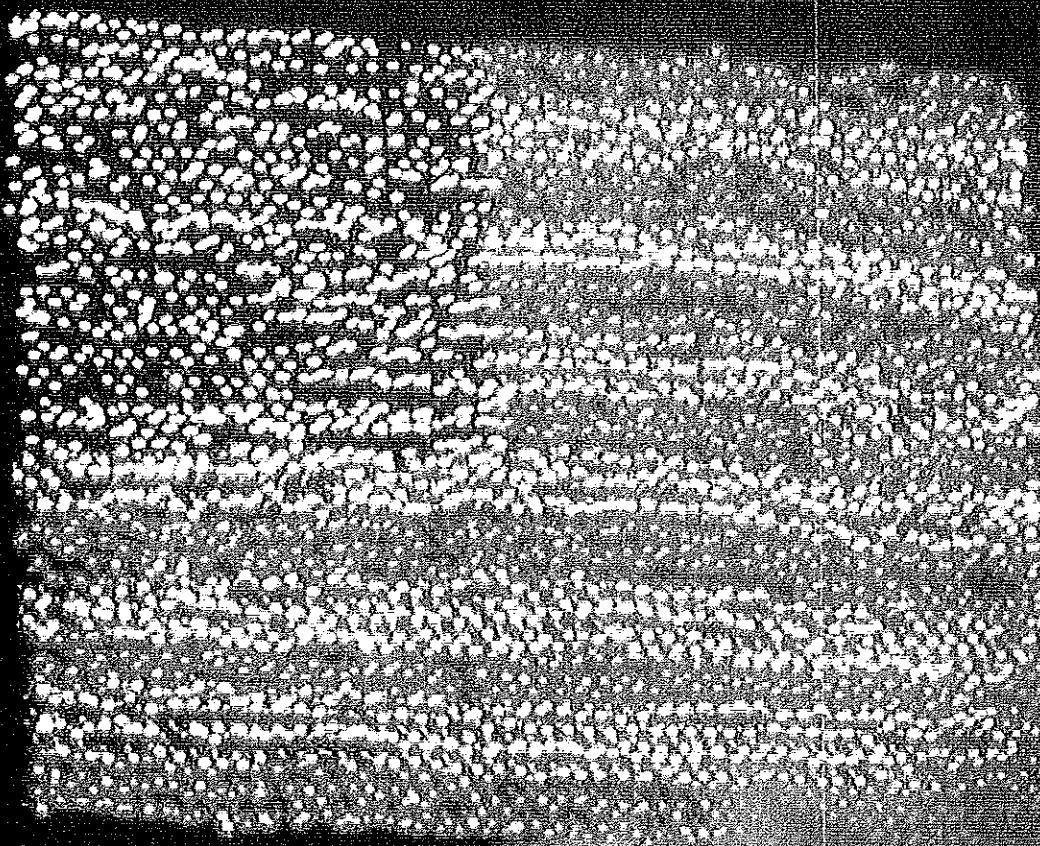
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& John Sagaria



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

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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. Oftentimes, 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

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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."

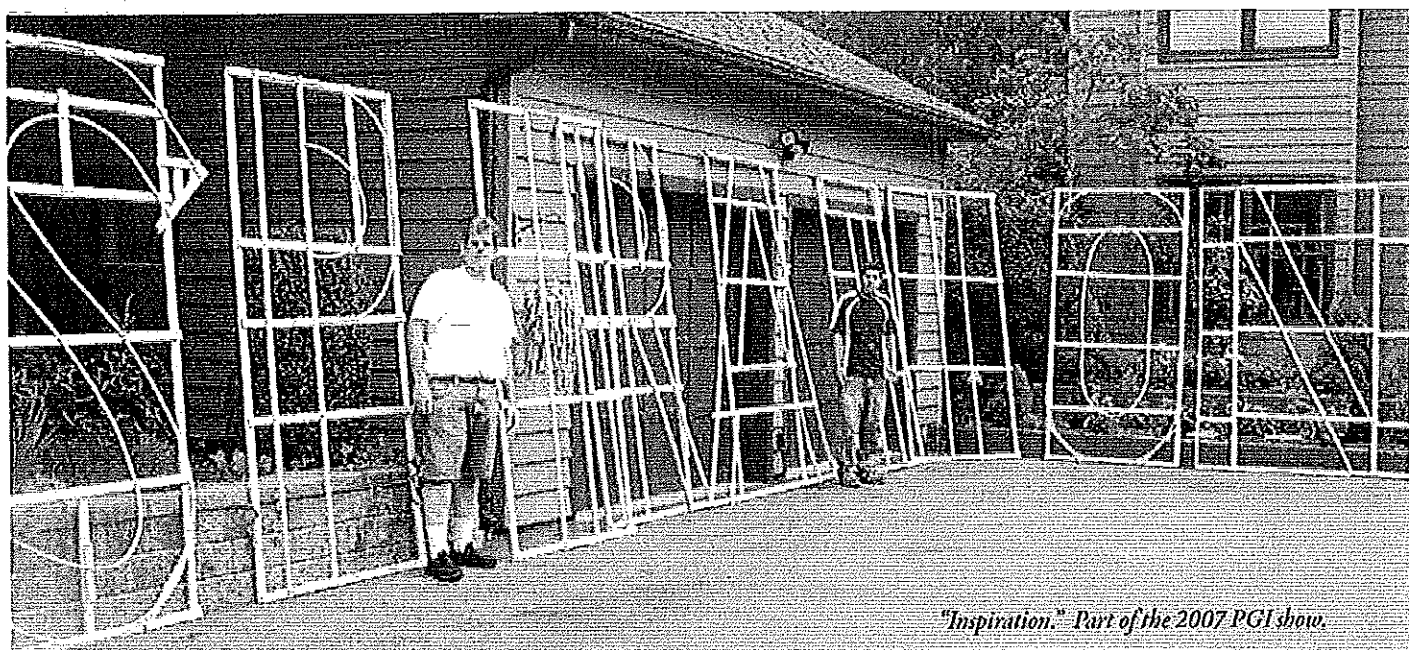
John also urges you to test everything you use. "Lawyers have a policy that they should never ask a witness a question in court unless they know what the answer will be. The same holds true for fireworks. You should never use material in a choreographed show you have not tested," he says. "I'm a member 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."

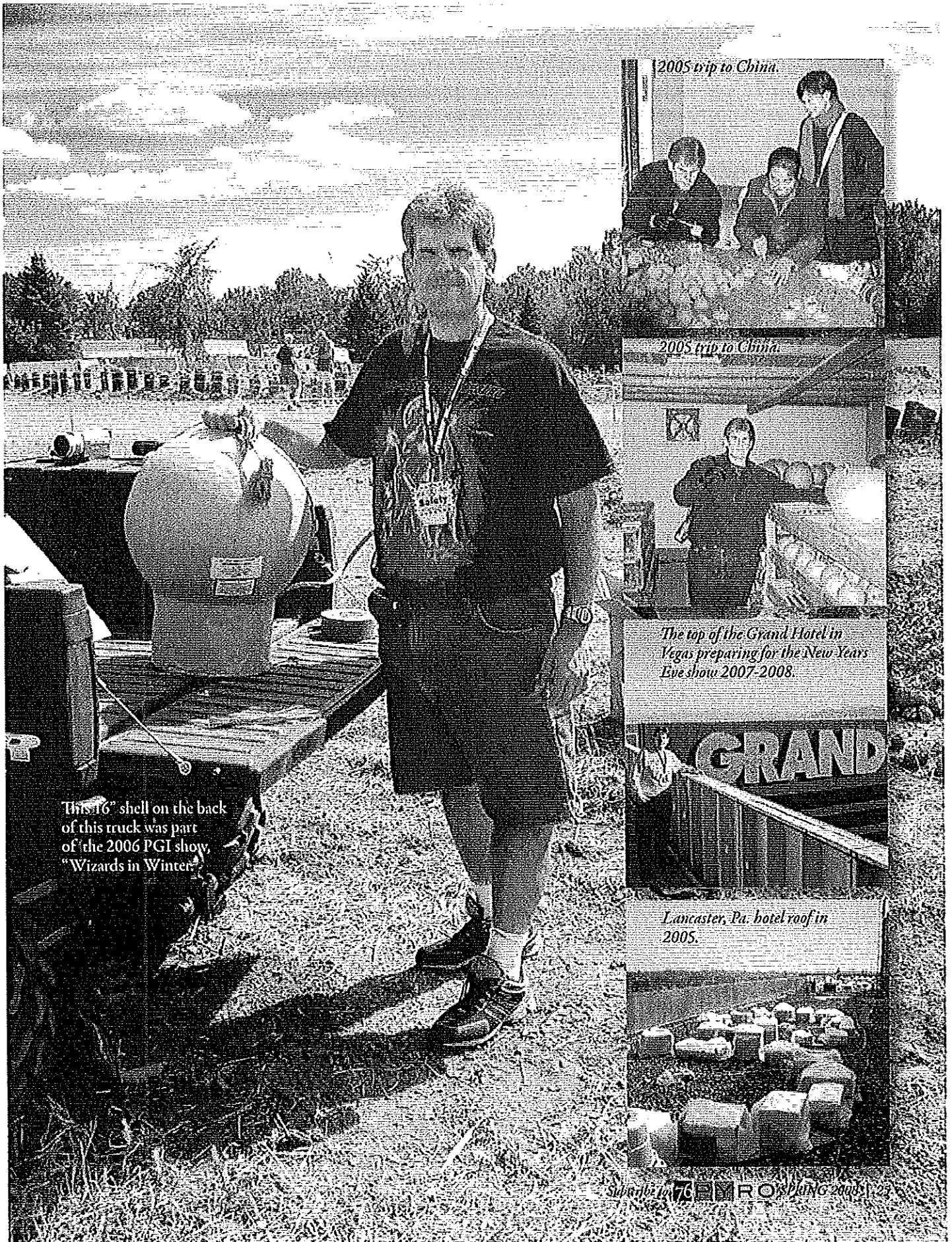
John's philosophy for setting up his shows is to try to make the material look as if it is behaving in a certain way and controlled. "On my company T-shirt, I use the line 'Computer Controlled Pyrotechnics,'" John said. "I try to accomplish this by measuring everything very precisely and making sure 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."

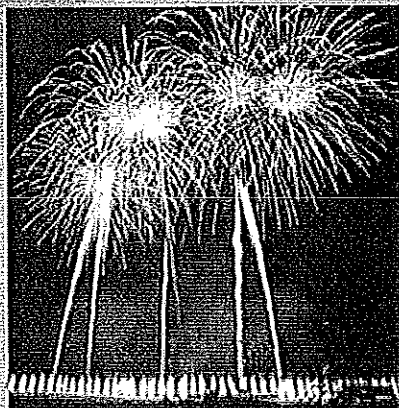
2005 trip to China.

2005 trip to China.

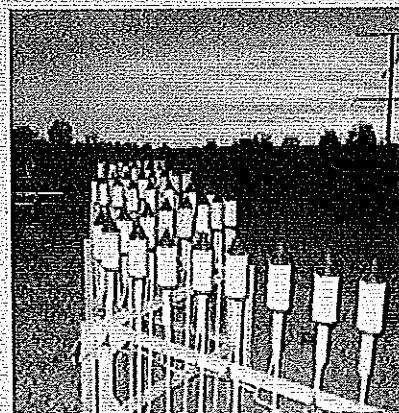
The top of the Grand Hotel in Vegas preparing for the New Years Eve show 2007-2008.

Lancaster, Pa. hotel roof in 2005.

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2006 PGI "Wizards in Winter."

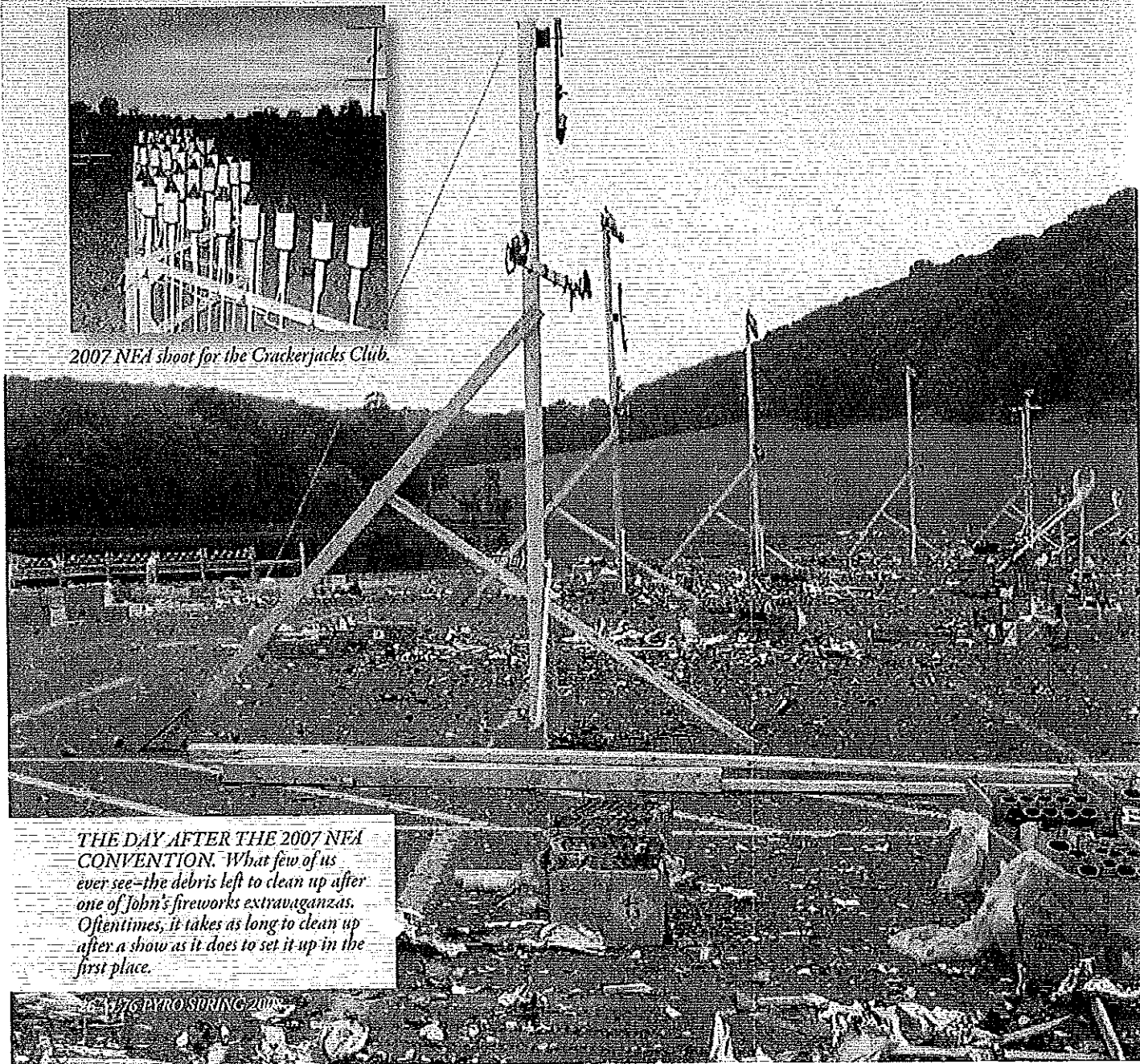


2007 NEA shoot for the Crackerjacks Club.

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

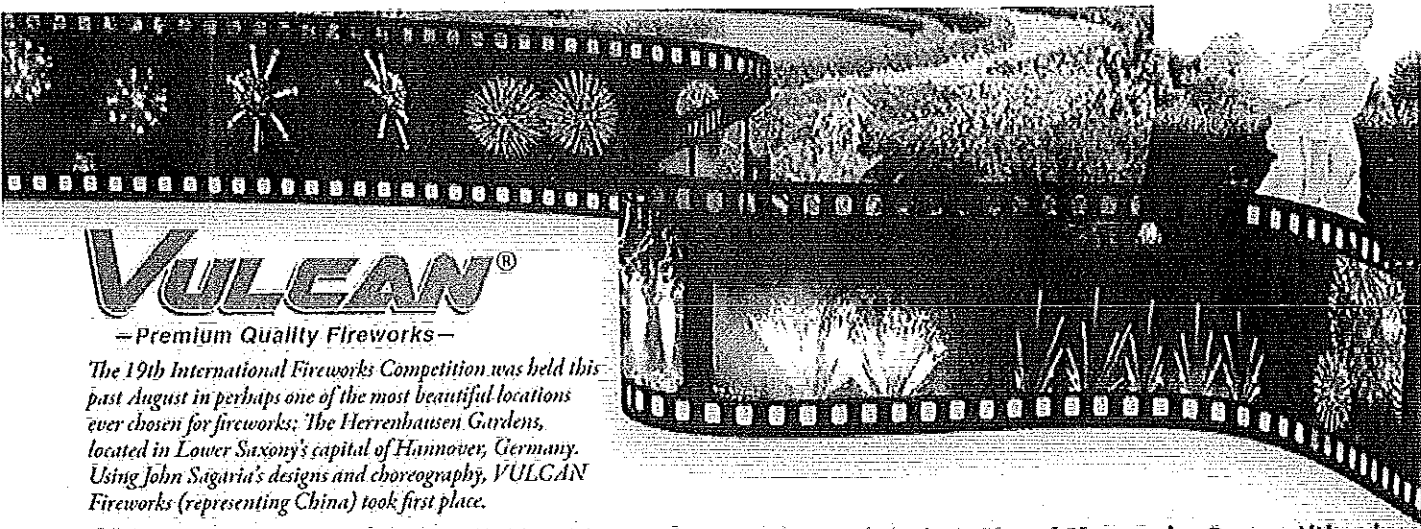
taught me so much; there are so many people in this business that love to share all their knowledge. These relationships have made all the hard work and endless hours worthwhile.

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 NEA 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.

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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 NEA 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 you 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.

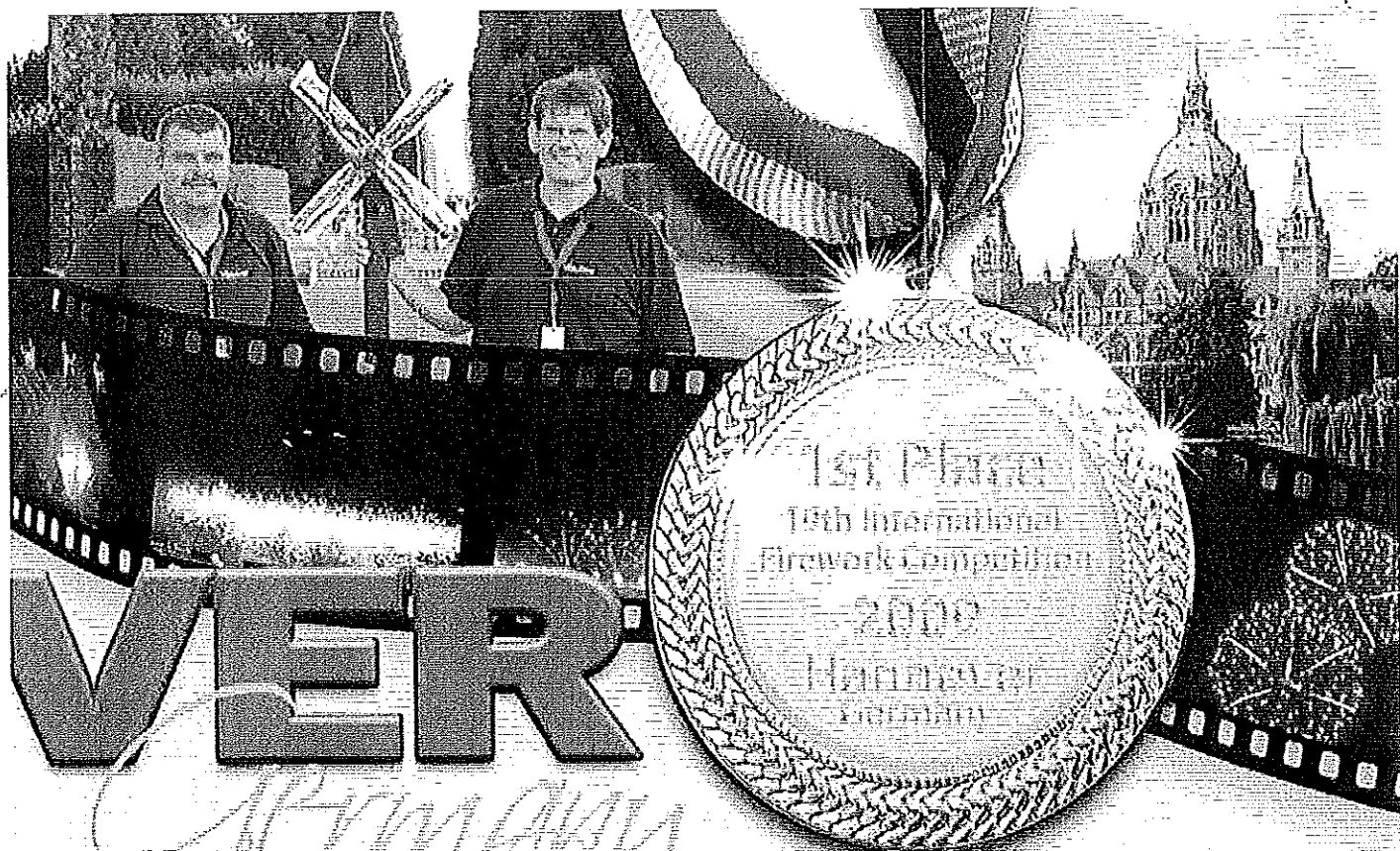
The competition itself ran from May through September. The competing countries this year were France, Poland, Turkey, Malta and China. Vulcan/Shogun—representing China—took first place in the competition, and France and Poland came in 2nd and 3rd place respectively. It was a unique competition, very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

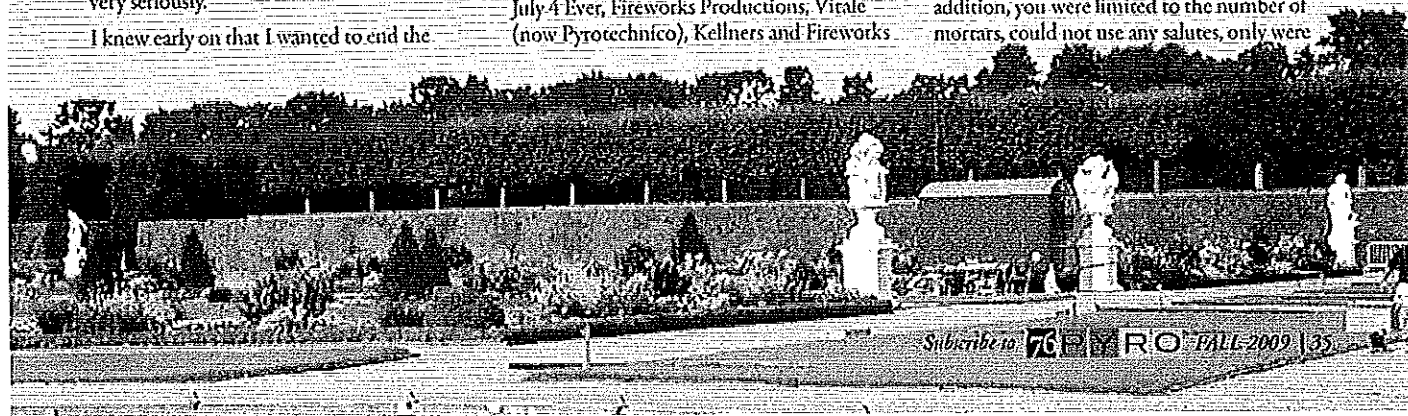
I knew early on that I wanted to end the

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.

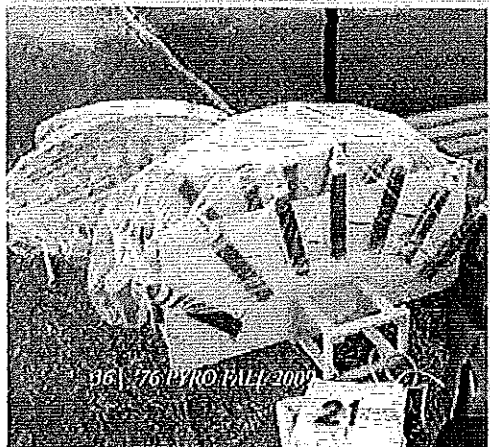
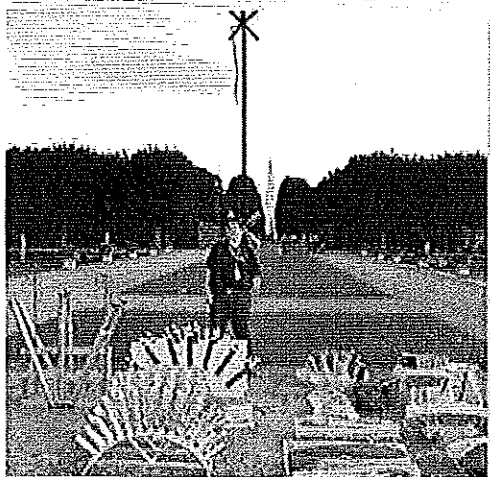
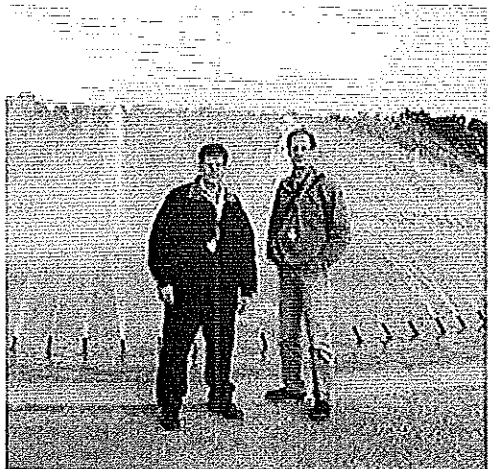
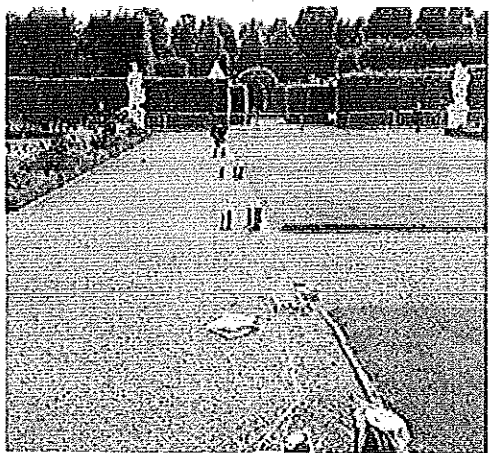
While doing this work professionally for the past ten years, I have had the opportunity to work for a number of exceptional companies: Grucci, Zambelli, Vulcan, American, Legion, July 4 Ever, Fireworks Productions, Vitale (now Pyrotechnico), Kellners and Fireworks

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



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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 P. van der Vliet / © 2009 Thomas W. Wabmann
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in what they called "Ser Meals" (a saying which comes from buying your lunch in Hong Kong). "Ser 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 Dory, Arthur Buhler and Pete Hengen (Pete worked many hours on all my changes to the sound track and before we got to Hannover). Pete also 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. 🇳🇱

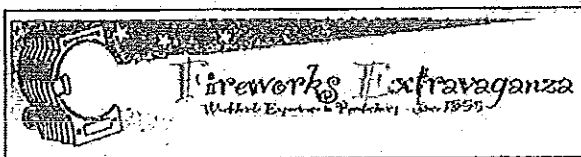
To see a video of the show:
<http://www.vimeo.com/6651544>

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



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This photo was taken by Christo Miller www.pyrophoto.com



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.

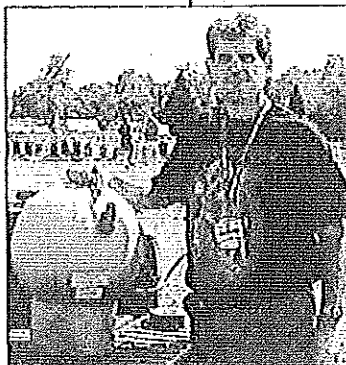
We have also developed systems to make it as easy as possible for shooters and crews. (While still staying compliant with DOT, ATF, OSHA).

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 sub-contractor 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-

AMERICAN FIREWORKS NEWS

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.

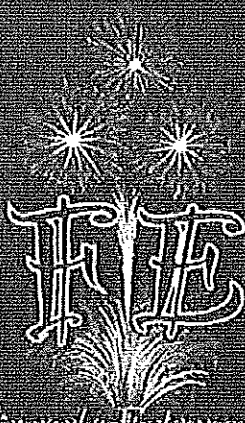
It is no secret the ATF would like less and less people to have access to them (explosives). Licenses are harder to get and once you have them harder to keep. I think we have seen a shrinking of the number of organizations providing displays. However having a small amount of companies doing a majority 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. *

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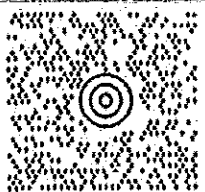
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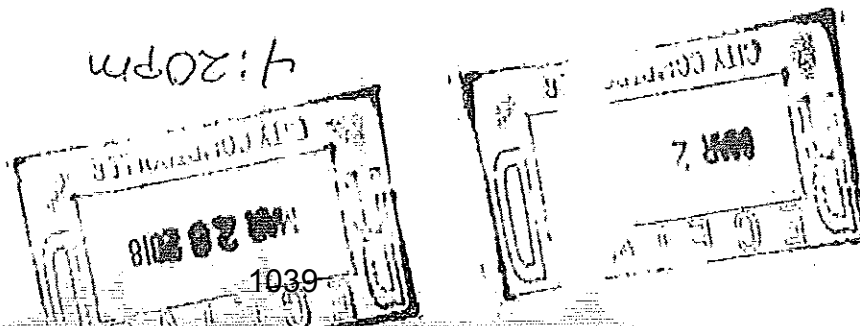
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RESOLUTION NO.: 110 - 2018

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.



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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 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 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. 20 12

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.

111-18



Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus?	Council Resolution	Possible Revenue? (if so, how much)
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	PX60 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.

#112-18

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:

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

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 2, 2018

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 WIA 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 IMPROVEMENTS 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

Subject:
Proposal for Engineering Services

Water

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.

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 2, 2018

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

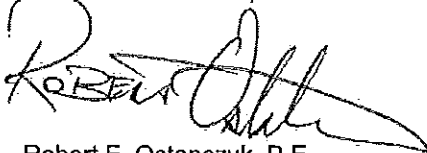
Arcadis will complete each task for the lump sum fee listed below by Task, one or all of the Tasks can be authorized by the City.

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.

4-11-18

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).

115-18

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

MAE BROCK

TO

City of Newburgh

SECTION *22* BLOCK *01* LOT *22*

RECORD AND RETURN TO:
(name and address)

*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)	☐ 4289 MONTGOMERY (TN)	NO. PAGES <i>5</i> CROSS REF.
☐ 2001 WASHINGTONVILLE (VLG)	☐ 4201 MAYBROOK (VLG)	CERT. COPY ☐ ADD'L X-REF.
☐ 2289 CHESTER (TN)	☐ 4203 MONTGOMERY (VLG)	MAP# ☐ PGS.
☐ 2201 CHESTER (VLG)	☐ 4205 WALDEN (VLG)	PAYMENT TYPE: CHECK ☐
☐ 2489 CORNWALL (TN)	☐ 4489 MOUNT HOPE (TN)	CASH ☐
☐ 2401 CORNWALL (VLG)	☐ 4401 OTISVILLE (VLG)	CHARGE ☒
☐ 2600 CRAWFORD (TN)	☐ 4600 NEWBURGH (TN)	NO FEE ☐
☐ 2800 DEERPARK (TN)	☐ 4800 NEW WINDSOR (TN)	CONSIDERATION \$ ☐
☐ 3089 GOSHEN (TN)	☐ 5089 TUXEDO (TN)	TAX EXEMPT ☐
☐ 3001 GOSHEN (VLG)	☐ 5001 TUXEDO PARK (VLG)	MORTGAGE AMT. \$ <i>10,000</i>
☐ 3003 FLORIDA (VLG)	☐ 5200 WALLKILL (TN)	DATE ☐
☐ 3005 CHESTER (VLG)	☐ 5489 WARWICK (TN)	MORTGAGE TAX TYPE:
☐ 3200 GREENVILLE (TN)	☐ 5401 FLORIDA (VLG)	☐ (A) COMMERCIAL/FULL 1%
☐ 3489 HAMPTONBURGH (TN)	☐ 5403 GREENWOOD LAKE (VLG)	☐ (B) 1 OR 2 FAMILY
☐ 3401 MAYBROOK (VLG)	☐ 5405 WARWICK (VLG)	☐ (C) UNDER \$10,000
☐ 3689 HIGHLANDS (TN)	☐ 5600 WAWAYANDA (TN)	☒ (E) EXEMPT
☐ 3601 HIGHLAND FALLS (VLG)	☐ 5889 WOODBURY (TN)	☐ (F) 3 TO 6 UNITS
☐ 3889 MINISINK (TN)	☐ 5801 HARRIMAN (VLG)	☐ (I) NAT. PERSON/CR. UNION
☐ 3801 UNIONVILLE (VLG)		☐ (J) NAT. PER-CR. UN/1 OR 2
☐ 4089 MONROE (TN)		☐ (K) CONDO
☐ 4001 MONROE (VLG)	CITIES	
☐ 4003 HARRIMAN (VLG)	☐ 0900 MIDDLETOWN	
☐ 4005 KIRYAS JOEL (VLG)	☒ 1100 NEWBURGH	
	☐ 1300 PORT JERVIS	
	☐ 9999 HOLD	

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



LA
THIS BOND AND MORTGAGE, made the 24th day of August, 2010
BETWEEN MAE BROCK^y 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 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.

85 Carpenter Ave
Section 22 Block 01 Lot 22

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

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

This bond and mortgage may not be changed orally.

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

IN PRESENCE OF:

La

Mae Brock

MAE BROCK

aka Eula M. Turner-Brock

COUNTY OF ORANGE) ss.:
)

PA

LIBETTE ACOSTA-RAMIREZ
NOTARY PUBLIC STATE OF NEW YORK
ORANGE COUNTY
NO. #01A08214008
COMMISSION EXPIRES 12/14/2013

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.

#116-18

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.

117-18

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.

#118-18

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.

119-18

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.

1120-18

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.

#121-18

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.

122-18

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.

123-18

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.

124-18

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 receipt 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.

125-18

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.

126-18

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

grow food. grow change.

- 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.

grow food. grow change.

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

grow food. grow change.

**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.

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 ThirtySeven 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 ThirtySeven 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. 133 - 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.

RESOLUTION NO.: 134 - 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 Tuthill

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 & reprograming.... \$ 2,760.00
- > Up to 40 portable radios, bench-check & reprograming, 5 at a time, pick-up & return: \$ 1,840.00
\$ 4,600.00

FOLLOW-UP DISCUSSION BY THE CITY COMPTROLLER

At the close of the City manager's Report City Comptroller Kathryn Mack clarified some of the numbers from the last work session regarding available funds for paving projects. Option One is same as last Thursday, and Option Two is more of an example. She wants to give the council some time to think about how it intends to identify how it wants to spend and allocate funds for the remainder of the year.

Mayor Harvey asked if either option would prolong a delay in getting shovels into the ground.

Mack believed we would still be in good timing, as DPW had not made any plans to begin work this week or next week. This allows the council to review that secondary list, as we provide some prioritized items to it in terms of location and condition of the street. The list was identified through all cross walks and intersections of streets that required very little or no additional work to move forward. In order to move quickly, these were the streets that we would be able to move forward on. If it is the will of the council to put all of the additional sales tax money toward the TIPs then we could prepare the capital resolution for the next meeting.

Councilwoman Monteverde stated she would like to revisit the list because she is not happy with it.

Councilwoman Sofokles thought some of the \$3 Million was going to be used to keep our firefighters.

Mack explained that \$100K is needed to hold onto the three (3) firefighters through the end of the year. She wants to see where the financials lie for the entire budget, and also whether there is funding that she can move around to make things whole. Or we can decide if we need to take the \$100K from surplus.

Jacobson stated that the problem is that the council did not take an actual vote on it, and if the council has to start taking formal votes at works sessions then perhaps it should do that. But it was to his own understanding that if you are going to get a 5:1 matching grant, then we should take the money and run. He would like to get a 5:1 return on all of his investments.

Michelle Kelson remarked that she and Mack would have something before the council so that it could decide which way it wants to proceed. If changes are necessary then we can do that. But this is a good way to proceed, by also remaining within the rules and order of procedure.

Harvey reminded everyone that that was the list that DPW provided to the council when the department went out and performed an assessment of roads that could immediately be addressed. When Harvey attended the New York State Conference of Mayors, he was informed by the head of the Department of Transportation that typically municipalities put their bids out for their summer work as early as the preceding December so that funds are readily available for spring, summer and early fall. In essence we are already behind that timeline. The pavement plan results from the award of the bid and contract. But we can start with those roads that have little to no sidewalks that can be addressed immediately.

Mack explained that there is only a limited amount of funds, and the only available funding that we are able to draw from is \$1.76 Million in CHIPS funding. The already scheduled paving plan is estimated at \$1.4 Million; but, it is up in the air until all of the bids come back. She pointed out that the council could look at the full list, comprised of the additional streets that are identified, and possibly match that to the new funds coming in as part of the Pave New York program.

Jacobson suggested that we get the \$2.5 Million plus the \$535K. He is hoping that we get all of the funds this year. We may have to take out a short term loan until we get the \$3.5 Million so that we can get it done. And if we don't spend it all this year, then it helps us for next year. The problem is that we did not do anything last year. We have to do some each year or we are going to end up in a big sinkhole of all of our streets, and that is what has been happening.

Mack pointed out that the TIPs projects roll over to 2021. They are not all slated to be completed by 2018. The money, while it will turn into \$2.5 Million eventually, is extended over a three year period. It includes the paving, but it also includes the three (3) bridges, as well as some reconfigurations at some of the traffic lights.

Harvey stated that this money should not cover the bridges because we have the BAN for that.

Mack responded that the BAN that was issued in 2016 is the 20% matches to those TIPs projects. She mentioned that she spoke with our financial advisor about the short term loan, but, she is being cautious because we are very tight to our debt limit. The State Comptroller's Office reviews our debt to income ratio. She reviewed the cash flow and she believes we have enough to get us through this year. There are other capital needs that she knows are going to come before us down the road.

Councilwoman Mejia commented that now she is comfortable knowing what the numbers are because they were not clear on Thursday. She drove through the streets over the weekend. She wants to ensure that we have enough funds allocated for the streets that were part of the pavement management plan currently under construction with Central Hudson and Precision Pipeline Solutions. In driving down some of the streets, some of the streets on the list are questionable in terms of priority. She encouraged everyone to drive down the streets for themselves. Let's get the bids back, and let's make sure that the money is allocated first. She would hate to be in a scenario, in which the council has to come back before the people and tell them that we did the second tier streets (concentrated on one area above Route 9W), and now we have nothing else for the rest of the city.

Mack reminded the council that the bids have gone out for advertising. She has already accepted the calendar for a bid opening date of June 18, 2018, with the possibility of a special council meeting just to award the ADA compliance portion of the bid. So that is moving forward. We have the cash flow to do the work, and to submit it for reimbursement when it is completed.

Mayor Harvey requested that the city manager comment about Central Hudson and

Precision Pipeline Solution's role in repairing the streets they have torn up in our city. He recalled that the companies did temporary patchwork until the weather got better to repave the roads.

Michael Ciaravino stated that in the areas where they have entrenched, the final repaving looks OK. It is not perfect; but, for the condition of the streets prior to being entrenched, it is what they represented they would do. He would like to provide the council with a progress report with maps of all of the different streets at the next work session. He addressed the paving of Route 9W. In speaking about the proposed work, as part of Governor Cuomo's plan, he discovered that the city now needs to come up with the money to do the ADA crosswalks. He hopes that, given the predicament that the city is in financially, the State is going to come up the funding so that we will be in compliance with the State of New York's own rules and regulations.

Harvey recalled the discussion he had with the lead person of the State transportation department at the recent NYS Conference of Mayors. He questioned whether the State would be held accountable for that ADA compliance, which is essentially coming from the Federal Government. Harvey recalled the State spokesperson replying "Yes," in a clear an open forum. He was told that if the City of Newburgh has committed to paving Route 9W, from New Windsor to Broadway, then the State would be responsible for paying for our sidewalks.

Ciaravino remarked that if what Harvey is saying can be verified, then this is considered good news. He requested permission from the council to schedule a conference call between members of council, Kathryn Mack, Jason Morris, and possibly Michelle Kelson. He stated that he would take the lead on the call.

Jacobson asked, procedurally, where do we stand on it? And whether it has to be voted on at the next meeting? Let's provide ourselves with enough time at the next work session, with a subsequent resolution at the next council meeting. Then we can know what is going on. At the same time at that next meeting, we should know what entire paving plan for this year will be. We've got some streets that are really brutal out there. And we have some streets that are semi-brutal. But when we take this plan and vote on the money, we should know exactly where the money is going to go.

Mack explained that since it is a multi-year plan, she wants to put the \$535K into a

specific capital reserve, which states that this would be the only thing it could be spent on. Also she clarified that the vote on the money is going for the TIPs funding.

Michelle Kelson interjected. She stated that there has to be a mandatory resolution to set up the capital reserve because it involves an amending of the budget. For purposes of transparency, clarity and general good business, if you want to have a resolution that states the order that the streets will be paved, then we can do that too. It is not mandatory to do it that way, but if it makes everybody feel better then she would be happy to work on it for the council.

The City Manager closed the discussion so that the council could move into the Old Business portion of the meeting.

OLD BUSINESS

Councilman Harvey asked Michelle Kelson about a resolution reigniting the Arts and Culture Commission.

Kelson explained that the commission is already in place. The council needs to solicit interest. When it has the names and letters of interest, the council can then appoint those individuals it feels are best qualified. Members of the commission would then be able to convene a meeting and review legislation reviewing its projects and priorities. Selection is done by the entire council. She made a public appeal that if anyone is interested please submit your name, contact information and a Letter of Interest to either the Office of Corporation Counsel or to the City Manager's Office.

Councilwoman Monteverde stated that she would like to be a part of the selection process, as it was herself and Mayor Harvey who were interested in bringing back this commission.

Councilman Grice stated that he had previously questioned the response time of the Police Department in certain neighborhoods. Also he questioned a prior report, in which the Justice Department was in Newburgh. This speaks to our city to ensure that we are doing things that don't erode the trust between the public and the police department, and other agencies of law enforcement.

Chief Solomon stated that under ideal circumstances we are not able to segregate the response times based on specific neighborhoods. We are having trouble with the software, and he has been in constant contact with the vendor. It should be resolved soon. The Justice Department contacted us about piloting and spearheading a police-community relations program in Newburgh. They were the ones who did the actual inviting, and Solomon understands that some people got left out of the process. It literally fell on his lap the first week he started. He has started to look at the Matrix report, and he will be reviewing it in depth with the staff of his command unit. The team will then reconvene internally with the city manager and dissect what is occurring.

Mayor Harvey interjected. He stated that he has been communicating with George Garrison this evening. Garrison has informed him that if we have the \$250K to start

the sidewalks and paving, he would like to start working on it *now*.

The consensus of the council agreed with that.

Councilwoman Mejia added that she would like to begin with the Second Tier of streets first, including Prospect Street and Mandigo Place based on their level of severity. She intended to scan the list for everybody to have.

NEW BUSINESS

Councilman Grice announced that the Newburgh School District has two initiatives. One initiative is called *Newburgh Basics*. The other initiative is called *My Brother's Keeper*, in which he and Mayor Harvey are on the committee. He would like to invite Dr. Padilla, or one of his representatives, to speak publicly at a council meeting about these initiatives in education.

Councilwoman Rayford asked Michelle Kelson how Newburgh could start its own Tourism Department to help promote our city.

Michelle Kelson stated that NYCOM has a booklet that outlines the high points of establishing a tourism and publicity fund. We will have to figure out which part of the staff is going to manage it. But at least you will have the parameters in front of you, of what is permissible and what is not permissible.

Rayford also mentioned that there are a lot of vehicles parked at the Activities Center parking lot. She does not want the city to be held liable if something were to happen. She would like to discuss further the issue of parked vehicles, including the use of lift gates and chained-off areas.

Kathryn Mack stated that we do have legislation on the books that allows us to have a

permitting program. She has researched other communities along the Hudson River to see what they do. She believes there is a balance of residents, commercial owners and others who would be willing to pay to have a parking spot for the day. She planned to bring it up at the next work session to re-familiarize everybody about it. Also she checked with the parking enforcement officers (PEOs) about our right to remove vehicles from city lots that do not have license plates. We do not want our parking lots to become breeding grounds for abandoned vehicles.

Michael Ciaravino commented that we want to get a sense of what revenue planning can look like in the short term, midterm and long term. Also we have to determine our available assets that can help generate badly needed revenue for our city. The Ann Street parking lot is absolutely packed on weekends. We want to look at all of the ideas and ways to get revenue into the community without raising taxes.

Councilwoman Monteverde stated that she has called parking enforcement regarding a couple of cars in the Ann Street parking lot. The PEOs dealt with it right away. Yet she foresees there being some push-back, because many organizations use that lot.

Ciaravino commented that there may be ways to form a partnership with Orange County in coming up with a plan for use of the Ann Street parking lot that generates revenue for the city. There may be ways for the County to appreciate the predicament that we are in, as far as us not wanting to raise already high taxes, by offering us county funds for parking. He believes that, for a city of our size, the demand for available parking is an issue that is heating up. With that demand comes a pricing component that provides us with an opportunity for revenue.

Rayford mentioned that she watched a documentary on the welfare recipients in the 1960s in the City of Newburgh. The program showed how then City Manager Mitchell fought against having a welfare system here. She asked the city manager if there was a way that we could stop dumping parolees and sex offenders into our city.

Ciaravino stated that he spoke to Orange County Legislator Lujan about the need for the data on the issue. It could help explain why Newburgh seems to disproportionately carry the burden of the entire region. He would like to invite the folks from Orange County to come to a work session. It is a very good question and he looks forward to working on this problem for our city.

Councilman Jacobson stated that the excuse that is usually given by the Parole Board is that the person being paroled has family in a certain area, and this is where the individual would like to live. Jacobson commented, "You don't see people going to Warwick too often." We have to follow up on the issue.

Councilwoman Mejia remarked that she has discussed with Ms. Kelson the concept of having term limits for elected officials, including the city council. She started doing some initial research and she is hoping to have a conversation, and also discover how the public feels about it.

Mayor Harvey asked if she was referring to term limits for this council body.

Mejia replied in the affirmative. In some places council members have a set three term limit and then the individual could opt out for one election cycle. You can obviously come back and serve. Hypothetically if someone is rock and rolling in political service, he can serve six (6) consecutive terms: 3 terms as a member of council and (3) terms as Mayor.

Jacobson quipped that in the last few years, term limits have been self-imposed, either by the voters or by the person sitting in office, who says he has had enough.

Mejia remarked that it is just a concept that a lot of people around different areas have begun to talk about it. We are trying to engage younger people, who are super excited about this concept, into the discussion on it. She stated that she has no horse in the race on it.

This portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice stated that he is pleased with all of the hard work that the council is doing. When he looks at the time, he feels the council has been conducting itself very professionally, and the time has been shortened dramatically. He appreciates everyone's input and comments. He is extremely excited about the productivity that he has witnessed.

Councilman Jacobson thanked everyone for coming out, and he thanked those that remained until the bitter end. He has researched the issue about the Municipal IDs. He spoke with Middletown Mayor DeStefano about the program. He stated that DeStefano informed him that the program would pay for itself, based on the cost of the cards. It is a way to have pride in the municipality too. Jacobson commented that many people are concerned about not being able to use them when boarding aircraft. Rhetorically, he asked if a well-intended project could have unintended consequences. He believes that it is something that could be worked out though. He encouraged everyone to go out and vote in the school board election. He is not going to speak publicly about who anyone chooses to vote for; but, he did encourage everyone to vote on the school budget.

Councilwoman Mejia spoke about different arms of the law visiting our city. We do have a body-camera policy in Newburgh. She would like some clarity for body-camera protocol for visiting members of law enforcement in our city in alignment with the theme "if you are in our house then you have to apply by our rules." Mejia stated that she fully supports the Municipal ID concept. She supported it even before the city passed the Welcoming City resolution. She has questions about the implementation, maintenance, safety and security and privacy of peoples' personal information that could potentially be made available to another individual. She is sure that it is all getting worked out. She is glad to hear that Poughkeepsie and Middletown are leading the initiative. She felt that these discussions help lead us to a fuller and more inclusive city.

Councilwoman Monteverde supported the ID program, and she would like for us to look at the legislation of the other municipalities to give us a jumpstart. She is extremely proud that the skate park is completed. It has been a long time coming, and it is a great accomplishment. She would like to speak with Hannah Brooks further about the property assessments. It is very important to ensure that all properties are assessed fairly across the board.

Councilwoman Rayford pointed out that some of her family and church family are in the

audience and she thanked them for staying with her until the end of the meeting. She asked Corporation Counsel if it would be wrong for her to mention the programs that are being offered at the Armory, of which she was informed that it would be okay to proceed. She announced that May 19th marks the first summer session for the Saturday Enrichment Program. The program is free for all youth, ages 3 through 12. There are a whole host of academic and sports programs, and volunteers are needed. Anyone who has a craft that we can offer the community is encouraged to apply too. She reminded us about voting in the school board election. She pointed out that Mt. St. Mary's College's graduation commencement ceremony is Saturday, May 19th. She congratulated all of the college graduates, as well as all of the upcoming Newburgh Free Academy graduates.

Councilwoman Sofokles stated she is excited about starting the paving program tomorrow. She is fully supportive of the ID program too. She offered to do anything that she could to help. She thanked Chief Solomon for his commitment to the city. His resignation as the Mayor of Monticello really speaks to his commitment to Newburgh. She reminded everyone that Newburgh Illuminated is on June 2nd. It is a great event, and it really brings a lot of attention to the city. She is excited about the upcoming Memorial Day Parade on Monday May 28th. Our former Deputy Mayor Regina Angelo has been working diligently on the parade. It looks like it is going to be a good lineup. Sofokles thanked everyone for coming out tonight.

Mayor Harvey stated that he spoke with Nicole Anderson of the Office of the Orange County Executive. She informed him that the county has \$225 Million in tax savings from the State, for a program entitled Orange County Shared Services. We have to come up with creative ways and plans to access those funds. There are 42 municipalities in Orange County, and grant funds are set aside for municipalities that work to share its services. Harvey proposed to her the possibility of getting bulk garbage pickup back into our, perhaps once per month or something similar to that frequency. Ms. Anderson also pointed out some other grant opportunities for Newburgh, such as the Newburgh Landing Pier grant for design, which is a \$300K grant opportunity. Harvey pointed out that he discovered that he and Anderson attended high school together after she offered him congratulatory remarks about becoming Mayor of the City of Newburgh. He stated that he is supportive of the Municipal ID program. He is excited about all of the positive things that have been presented to the council. He thanked everyone for coming out tonight, and he is looking forward to us making more progress in the city.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:50 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CITY CLERK