



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
November 9, 2015
7:00 p.m.

Mayor: /Alcaldesa

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

City Clerk: / Secretaria de la ciudad:

3. Roll Call/ *Lista de asistencia*

Communications: / Comunicaciones:

4. a. Approval of the minutes of the meeting of October 26, 2015
Aprobación del acta de la reunión del 26 de Octubre del 2015
5. b. City Manager Update
Gerente de la Ciudad pone al día la audiencia de los planes de cada departamento.

Public Hearing

6. a. Public Hearing to receive comments concerning the adoption of the 2016 Budget for the City of Newburgh.

Una Audiencia Pública para recibir comentario en cuanto a la adopción del presupuesto de la Ciudad de Newburgh del año 2016

Comments from the public regarding the agenda:

Comentarios del público con respecto a la agenda:

Comments from the Council regarding the agenda:

Comentarios del Consejo con respecto a la agenda:

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

7. Resolution No. 285-2015

A resolution to authorize the conveyance of real property known as 368 South Street (section 17, block 2, lot 26) at private sale to William Morrisohn, Jr. for the amount of \$3,000.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como la 368 de la calle South (sección 17, bloque 2, lote 26) en una venta privada a William Morrison, Jr. por la cantidad de \$3,000.00. (Deirdre Glenn)

8. Resolution No. 286-2015

A resolution authorizing the settlement of litigation regarding the in rem tax foreclosure of liens for the year 2013 relative to 156 Dupont Avenue (section 13, block 3, lot 35), 157 Dupont Avenue front (section 26, block 1, lot 6.1) and 157 Dupont Avenue rear (section 26, block 1, lot 6.2).

Una resolución autorizando un arreglo de Litigio en referente a los derechos de propiedad en contra de los derechos hipotecarios para el año 2013 relativo al 156 de la Avenida Dupont (Sección 13, Bloque 3, Lote 35), 157 del frente de la Avenida Dupont (Sección 26, Bloque 1, LOT 6.1) Y el 157 del trasero de la Avenida Dupont (Sección 26, Bloque 1, Lote 6.2)

9. Resolution No. 287 - 2015

A resolution authorizing the City Manager to execute a satisfaction in connection with a mortgage issued to Viola Overbey for premises located at 6 Forsythe Place (section 9, block 3, lot 15). (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar una satisfacción en conexión con una hipoteca otorgada a Viola Overbey para los inmuebles localizados en el 6 de Forsythe Place (Sección 9, bloque 3, lote 15). (Michelle Kelson)

10. Resolution No. 288- 2015

A resolution authorizing the City Manager to apply for, accept if awarded and enter into an Inter-Municipal Agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program. (Chief Cameron)

Una resolución autorizando al Gerente de la Ciudad a aplicar y aceptar si es otorgado, y entrar en un acuerdo Inter- Municipal entre el Condado de Orange y la

Ciudad de Newburgh en conexión con el Programa de Becas Conmemorativas de Asistencia Judicial Byrne del 2015. (Chief Cameron)

11. Resolution No. 289-2015

Resolution amending Resolution No: 296 - 2014, the 2015 budget for the City of Newburgh, New York to transfer \$80,000.00 from general fund contingency to police motor equipment for the purchase of two (2) police cars

Resolución que modifica Resolución No: 296 - 2014, el presupuesto del 2015 para la Ciudad de Newburgh, Nueva York a transferir \$160,000.00 del Fondo General de Contingencia al Equipo Motorizado de la Policía para la compra de cuatro (2) dos policiaos. (John Aber & George Garrison)

12. Resolution No. 290-2015

A resolution to authorize the City Manager to execute a Memorandum of Understanding with the Civil Service Employees Association, Orange County Local 836 Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO to include the titles of Economic Development Specialist and Director of Community Development and to amend the personnel analysis book for fiscal year 2015.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Memorándum de Comprensión (MOU) con la Asociación de Empleados del Servicio Civil, el Condado de Orange Asociación de Empleados del Servicio Civil, Inc. Local 836, Local 1000, AFSCME, AFL-CIO para incluir los títulos de Especialista de Desarrollo de Economía y Director de Desarrollo Comunitario y enmendar el libro de análisis del personal para el año fiscal 2015.

13. Resolution No. 291 -2015

A resolution authorizing the City Manager to enter into a lease with George Figueroa for the rental of 44 Johnes Street Unit 206-J. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato de arrendamiento con George Figueroa para el alquiler de la unidad 206-J de la 44 de la calle Johnes. (Michelle Kelson)

14. Resolution No. 292-2015

A resolution authorizing the city manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. In the amount of \$16,500.00 for Professional Engineering Design Services in connection with the City of Newburgh Liberty Street – Streetscape Improvement Lid Stormwater Project. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y llevar a cabo un contrato con "Greenman-Pedersen, Inc." por la cantidad de \$16,500.00 con Servicios de Diseño Profesionales de Ingeniería en conexión con el proyecto de la Ciudad de Newburgh calle Liberty – Mejoría del Paisaje Urbano Cubierta para las Lluvias Pluviales. (Jason Morris)

15. Resolution No. 293-2015

A resolution to authorize the award of a bid and the execution of a contract with East Coast Power and Gas, LLC for gas supply services to the City of Newburgh for a two (2) year term at a cost of \$3.8780 per dekatherm. (John Aber)

Resolución preliminar para autorizar la otorgación de una propuesta y la ejecución de un contrato con East Coast Power and Gas, LLC por servicios para proveer gas a la Ciudad de Newburgh por un término de un año al costo de \$3.8780 oer dekatherm. (John Aber)

Old Business: / Asuntos Pendientes:

New Business: / Nuevos Negocios:

- a. Bulk pick up (Councilwoman Holmes)
Recoger por volume
- b. Scheduling more Budget Session (Councilwoman Holmes & John Aber)
Fijar fechas para más sesiones de Presupuesto

Public Comments Regarding General Matters of City Business: / Comentarios del público sobre asuntos generales de la Ciudad:

Further Comments from the Council: / Nuevas observaciones del Consejo:

Adjournment: / Aplazamiento:

RESOLUTION NO.: 285 - 2015

OF

NOVEMBER 9, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 368 SOUTH STREET (SECTION 17, BLOCK 2, LOT 26)
AT PRIVATE SALE TO WILLIAM MORRISOHN, JR. FOR THE AMOUNT OF \$3,000.00

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 368 South Street, being more accurately described as Section 17, Block 2, Lot 26 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 February 8, 2016, 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>
368 South Street	17 - 2 - 26	William Morrisohn, Jr.	\$3,000.00

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

Terms and Conditions Sale

368 South Street, City of Newburgh (17-2-26)

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. Upon the closing, the property shall become subject to taxation and apportionment of 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. 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 February 8, 2015. *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.: 286 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2013 RELATIVE TO
156 DUPONT AVENUE (SECTION 13, BLOCK 3, LOT 35),
157 DUPONT AVENUE FRONT (SECTION 26, BLOCK 1, LOT 6.1)
AND 157 DUPONT AVENUE REAR (SECTION 26, BLOCK 1, LOT 6.2)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2013-10248; and

WHEREAS, an interested party, by his attorney, served an Answer to such action in regard to the foreclosure of 156 Dupont Avenue (Section 13, Block 3, Lot 35), 157 Dupont Avenue Front (Section 26, Block 1, Lot 6.1) and 157 Dupont Avenue Rear (Section 26, Block 1, Lot 6.2); and

WHEREAS, the attorney has advised the City that they are 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 he is hereby authorized to withdraw the liens on the properties located at 156 Dupont Avenue (Section 13, Block 3, Lot 35), 157 Dupont Avenue Front (Section 26, Block 1, Lot 6.1) and 157 Dupont Avenue Rear (Section 26, Block 1, Lot 6.2), City of Newburgh, from the List of Delinquent Taxes, provided that the sum of Forty Thousand Four Hundred Eighty One And 89/100 (\$40,481.89) Dollars representing substantially 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 2014-2015 school taxes, water charges and sewer charges, are all paid in full by certified or bank check on or before November 15, 2015.

RESOLUTION NO.: 287 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SATISFACTION IN CONNECTION WITH
A MORTGAGE ISSUED TO VIOLA OVERBEY
FOR PREMISES LOCATED AT 6 FORSYTHE PLACE
(SECTION 9, BLOCK 3, LOT 15)**

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Viola Overbey in the principal sum of \$1,220.00 for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15), dated January 17, 1990, and recorded in the Orange County Clerk's Office on April 13, 1990, in Liber 3692 of Deeds at Page 305; and

WHEREAS, such amount was paid in full, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 Viola Overbey for premises located at 6 Forsythe Place (Section 9, Block 3, Lot 15).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

MORTGAGE bearing the date of January 17, 1990, made by Viola Overbey to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$1,220.00, and duly recorded in the office of the Orange County Clerk's Office on April 13, 1990 in Liber 3692 at page 305;

which mortgage has not been further assigned of record.

Dated: November _____, 2015

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2015

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

On the _____ day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 288 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR, ACCEPT IF AWARDED AND
ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN
CONNECTION WITH THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

WHEREAS, the Justice Assistance Grant (“JAG”) Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2015 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the County has agreed to set aside \$19,610.00 from the 2015 Local JAG Award for the City of Newburgh; and the Police Department will utilize the funds for overtime for Community Policing Efforts; and

WHEREAS, no City match of dollars or in-kind services is required; and

WHEREAS, this Council has determined that 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 enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2015 Byrne Memorial Justice Assistance Grant Program Award to receive funds through the County of Orange under the terms of the grant program.

Justice Administration Grant Award number 2015-DJ-BX-0991

**STATE OF NEW YORK
COUNTY OF ORANGE**

**INTER-LOCAL AGREEMENT
BETWEEN THE COUNTY OF ORANGE AND CITY OF NEWBURGH, NY
2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the COUNTY OF ORANGE, which is authorized to execute this Inter-local Agreement by virtue of authority granted pursuant to the Orange County Charter, more specifically Section 3.02(m) thereof, to be administered by and through the Orange County Office of Emergency Services, hereinafter referred to as COUNTY, and the CITY OF NEWBURGH, acting by and through its governing body, the NEWBURGH CITY COUNCIL, hereinafter referred to as CITY, both of ORANGE COUNTY and in the STATE OF NEW YORK, witnesseth:

WHEREAS, this agreement is made under the authority of Section 99-h of the New York State General Municipal Law; and

WHEREAS, each governmental instrumentality, in performing their governmental functions or in paying for the procurement of the governmental functions contemplated hereunder, shall make that performance or the payments for the procurement of such services from current revenues legally available to that party; and

WHEREAS, each governmental instrumentality finds that the performance of this Inter-local Agreement is in its best interests and that the undertaking of the obligations as defined and described herein will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Inter-local Agreement; and

WHEREAS, the CITY agrees that the COUNTY will receive the full amount of the disparate aware of \$51,477 and will administrator the FY 2015 JAG award and that further, the County will act as the fiscal agent for said funds; and

WHEREAS, funds obtained from the 2015 JAG Award will be shared by the County of Orange and the municipalities of the City of Newburgh and the City of Middletown.

WHEREAS, the County will receive the 2015 JAG funding in the amount of \$51,477 and act as the fiscal agent and will obtain grant funds and distribute same to the participating municipalities for their individual projects in the agreed allocation amounts.

The COUNTY and the CITY agrees that this disparate award will be allocated as follows:

The City of Newburgh will utilize its portion of the award, \$19,610 for overtime for Community Policing Efforts

The City of Middletown will utilize its portion of the grant \$6,500 to purchase a fixed-pole mounted camera, in which the residents and businesses are provided with an additional critical layer of security for enhancing public safety in the areas of highest activity.

The County will receive \$25,367 toward the operation cost of maintaining a County Law Enforcement Vehicle Locator Dispatching system to benefit all municipal, county, and state police patrol vehicles within the county for police and public safety broadband services.

WHEREAS, the CITY and COUNTY believe it to be in the best interests to allocate the FY 2015 JAG funds accordingly.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The recitals are hereby incorporated into this agreement as if fully set forth hereto.

Section 2.

CITY acknowledges that the COUNTY will receive the total amount of JAG funds.

Section 3

COUNTY agrees to set aside \$19,610 for the CITY's portion of the project funding

Section 4.

Nothing in the performance of this Inter-local Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the General Municipal Law and/or Local Laws.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Inter-local Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Inter-local Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NEWBURGH

Michael G. Ciaravino,
City Manager
Pursuant to Resolution No.: _____-2015

Notary Public

Sworn to before me this _____ day
of _____ 2015.

COUNTY OF ORANGE

Stefan ("Steven") M. Neuhaus
County Executive

Notary Public

Sworn to before me this _____ day
of _____ 2015.

RESOLUTION NO.: 289 - 2015

OF

NOVEMBER 9, 2015

RESOLUTION AMENDING RESOLUTION NO: 296 - 2014,
THE 2015 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$80,000.00 FROM GENERAL FUND CONTIGENCY
TO POLICE MOTOR EQUIPMENT FOR THE PURCHASE OF TWO (2) POLICE CARS

BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No: 296-2014, the 2015 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$80,000.00	
A.3120.0202 Police Motor Equipment		<u>\$ 80,000.00</u>
TOTALS:	\$80,000.00	\$ 80,000.00

RESOLUTION NO.: 290 -2015

OF

NOVEMBER 9, 2015

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, ORANGE COUNTY LOCAL 836
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME, AFL-CIO
TO INCLUDE THE TITLES OF ECONOMIC DEVELOPMENT SPECIALIST AND
DIRECTOR OF COMMUNITY DEVELOPMENT AND
TO AMEND THE PERSONNEL ANALYSIS BOOK FOR FISCAL YEAR 2015**

WHEREAS, the City Manager has recommended to this Council that the positions of Economic Development Specialist and Director of Community Development be included in the bargaining unit represented by Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (Local 836); and

WHEREAS, the inclusion of such positions does require the entering into of a Memorandum of Understanding between Orange County Local 836, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (LOCAL 836) and the City of Newburgh (CITY); and

WHEREAS, the creation of such positions requires the amendment of the 2015 Personnel Analysis Book for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager be and he hereby is authorized to enter into the Memorandum of Understanding between Local 836 and the City, annexed hereto, in order to include the titles of Economic Development Specialist and Director of Community Development; and

BE IT FURTHER RESOLVED, that the Personnel Analysis Book for fiscal year 2015 be and hereby is amended to provide for the placement of the incumbent employees as follows:

8684 - Planning and Development:

Director of Community Development (CSEA)	Grade 28, Step 1 (\$74,013.00)
Economic Development Specialist (CSEA)	Grade 21, Step 1 (\$52,800.00)

BE IT FURTHER RESOLVED, that this change of bargaining unit status, grade and step shall be effective upon the dates set forth in the MOU annexed hereto.

Memorandum of Understanding

By and Between

The City of Newburgh Unit, Orange County Local 836, Civil Service Employees Association, Inc.,
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO

And the

City of Newburgh

WHEREAS, the parties desire to reopen the 2011-2017 collective negotiations agreement ("the CBA") for the sole and limited purpose of amending the contractual recognition provision (Article 1) as set forth below, and have reached an agreement setting forth the terms and conditions pursuant to which this will occur.

NOW, THEREFORE, the City and the CSEA agree as follows:

1. The titles of Economic Development Specialist and Director of Community Development will be added to the list of titles included within the bargaining unit as set forth in Article I Section 1.
2. The effective dates on which each titles will be added to the bargaining unit is as follows:
 - a. Economic Development Specialist- September 8, 2015.
 - b. Director of Community Development- October 6, 2015.
3. The salary, grade and step for the employee presently in each title will, as of the relevant date set forth above, be:
 - a. David Kohl - Economic Development Specialist- Grade 21- Step 1- \$52,800.
 - b. Ellen Fillo - Director of Community Development- Grade 28- Step 1- \$74,013.
4. Except as set forth in this Agreement, the City/CSEA 2011-2017 CBA will remain in full force and effect.
5. This Agreement represents the complete agreement between the City and the CSEA with regard to the terms and conditions pursuant to which the Economic Development Specialist and the Director of Community Development titles will be added to the bargaining unit. There are no other agreements, oral or otherwise.
6. This Agreement is subject to ratification by the City Council.

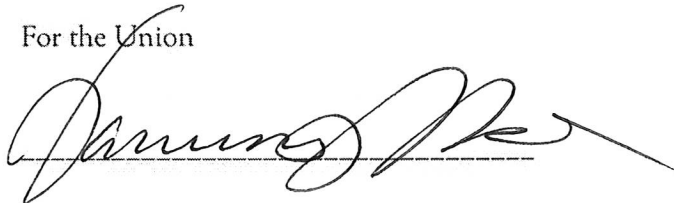
So agreed on this 30 day of October, 2015.

For the City

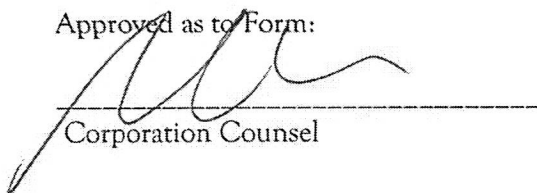


Michael G. Ciaravino, City Manager
Per Resolution No.

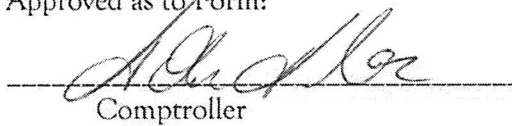
For the Union



Approved as to Form:


Corporation Counsel

Approved as to Form:


Comptroller

RESOLUTION NO.: 291 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE WITH GEORGE FIGUEROA FOR
THE RENTAL OF 44 JOHNES STREET UNIT 206J**

WHEREAS, the City of Newburgh is the owner of real property known as 44 Johnes Street, Unit 206-J; and

WHEREAS, George Figueroa has expressed an interest in renting said premises; and

WHEREAS, renting said premises requires a lease agreement between the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a lease agreement in substantially the same form as attached hereto with George Figueroa for rental of the premises known as 44 Johnes Street, Unit 206-J for the rental amount of Seven Hundred (\$700.00) Dollars per month, together with such other terms and conditions as may be deemed appropriate and necessary by the City Manager and the Corporation Counsel.

APARTMENT LEASE

Landlord and Tenant agree to lease the Premises at the rent and for the term stated:

PREMISES: <u>44 Johnes Street</u>	UNIT: <u>206J</u>
LANDLORD: <u>City of Newburgh</u>	TENANT: <u>George Figueroa</u>
Date of Lease: _____	Annual Rent: \$ <u>8,400.00</u>
Lease Term: <u>One year</u>	Monthly Rent: \$ <u>700.00</u>
Commencement Date: <u>December 1, 2015</u>	Security Deposit: \$ <u>700.00</u>
Termination Date: <u>November 30, 2016</u>	

1. Use and Occupancy

The Unit may only be used strictly for residential purposes and may only be occupied by Tenant and Tenant’s spouse and children.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Unit on the Commencement Date shall not create liability for Landlord. In the event that possession of the Unit is not delivered on the Commencement Date, Monthly Rent hereunder shall begin on the date that possession of the Unit is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered.

3. Rent

Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease. Monthly installments shall be mailed each month to MESH Realty, 77 Broadway, Newburgh, NY 12550 so that each installment is delivered on or before the first day of each month.

Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice form Landlord that Additional Rent is due and payable.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Unit in its “as is” condition. Tenant further acknowledges that Tenant has thoroughly inspected the Unit and has found the Unit to be in good order and repair and that the appliances, if any, are in good operating condition. Tenant further states that Tenant knows how to operate the appliances and shall do so in accordance with the manufacturer’s instructions.

5. Security

The Security Deposit is due upon the Tenant signing this Lease. The Security Deposit shall not be used for the payment of Monthly Rent unless agreed to, in writing, by Landlord and Tenant. Landlord shall deposit the Security Deposit in a bank insured by the FDIC and same will accrue interest if mandated by law. Within ten (10) days after Tenant surrenders possession of the Unit at the expiration of the Lease Term, Landlord shall return the Security Deposit, less any cost of repairs as

authorized by this Lease, to Tenant at an address Tenant provides.

6. Services and Utilities

Water, sewer and sanitation utilities are included in the rent. Tenant is responsible for paying all gas, electric, telephone and any other utilities allocated to the Unit. Use of a clothes washer and dryer machines, freezer, air purifier, portable heater, air conditioner or similar appliances is prohibited without Landlord’s written consent.

Landlord will supply hot and cold water (the “Services”). If the Services are temporarily interrupted due to an accident, emergency and/or repairs, Tenant’s obligation to pay rent, in full, shall not be affected thereby.

Landlord will also supply a refrigerator, dishwasher and stove/oven (the “Appliances”). Any damage to the Appliances which is caused by the willful and/or negligent acts of Tenant may be repaired by Landlord, the cost of which shall be Additional Rent.

7. Furnishings

The Unit is being delivered unfurnished. If furnished, Landlord has given an inventory of the furnishings which inventory has been signed by Tenant and Landlord. Tenant acknowledges that said furnishings are in good condition and Tenant accepts same in “as is” condition.

8. Repairs and Alterations

Tenant shall maintain all appliances, equipment, furniture, furnishings and other personal property included under this Lease and, upon the surrender of the Unit on the Termination Date, Tenant shall surrender same to Landlord in the same condition as received, reasonable wear and tear excepted. Tenant shall make all repairs which become necessary due to Tenant’s acts and/or negligence. If Tenant does not make such repairs, Landlord may do so, the cost of which shall be Additional Rent. In the event that Tenant defaults under the terms of this Paragraph 9, Landlord may make necessary repairs or replacement, the cost of which shall be deducted from the Security Deposit.

Tenant shall not make any alterations, additions, modifications and/or changes to the Unit during the Lease Term.

9. Maintenance of Unit

Tenant shall maintain the Unit in a neat, clean and presentable condition.

10. Pets

Pets of any kind or nature shall not be allowed in the Unit.

11. Damage, Fire or Other Catastrophe

In the case of fire damage or other damage to the Unit not caused by Tenant, Tenant shall give Landlord immediate notice of same. Upon receipt of such notice,

Landlord may either (a) repair the Unit or (b) terminate the Lease. If Landlord makes repairs to the Unit, Landlord shall have a reasonable time in which to do so. If the damage to the Premises or the Unit renders the Unit uninhabitable, Landlord shall give notice to Tenant, after repairs are made, of the date on which the Unit may be reoccupied. Monthly Rent for the period that Tenant can not occupy the Unit because of the damage shall be forgiven.

In the event that Landlord terminates this Lease because of the damage, Landlord shall give Tenant three (3) days notice of Landlord's intent to so terminate, in which event, Monthly Rent shall be due for the period up to the date the Premises or the Unit incurred the damage.

Notwithstanding the provisions of Section 227 of the New York Real Property Law, if the building in which the Unit is situated is substantially damaged by fire or other catastrophe (the "Occurrence"), Landlord has the absolute right to demolish, renovate or rebuild the Premises. Landlord may cancel this Lease, in such event, upon thirty (30) days written notice to Tenant of Landlord's intent, which notice shall include the date on which the Lease terminates, which shall, in no event, be less than thirty (30) days from the date of said notice. By canceling this Lease in accordance with the terms of this Paragraph, Landlord is not obligated to repair, renovate or rebuild the Premises. Monthly Rent and Additional Rent shall be paid by Tenant up to the date of the Occurrence.

12. Liability

Landlord shall not be liable for any loss, damage or expense to any person or property except if such loss is caused by the willful acts of Landlord.

Tenant shall be liable for the acts of Tenant, Tenant's family, guests and/or invitees. Landlord's cost and expense in repairing any such damage or from any claim resulting from such acts shall be billed as Additional Rent and shall be paid by Tenant to Landlord.

13. Landlord's Entry

Except in an emergency, for the purposes of repair, inspection, extermination, installation or repair of any system, utility or appliance or to do any work deemed necessary by Landlord, Landlord may enter the Unit on reasonable notice and at reasonable times. Upon giving such notice, Landlord may also enter the Unit to show the Unit to prospective purchasers, lenders or other persons deemed appropriate and necessary by Landlord. During the last three (3) months of the Term of this Lease, Landlord may enter the Unit to show the Unit to prospective tenants.

14. Assigning or Subletting

This Lease may not be assigned by Tenant nor shall Tenant sublet the Unit.

15. Subordination

This Lease and Tenant's rights hereunder are subject and subordinate to all existing and future leases for the land on which the Premises stand, to all mortgages on said leases and/or the Premises and/or the land and all renewals, modifications and extensions thereof. Upon request by Landlord, Tenant shall execute any certificate to this effect.

16. Landlord's Consent

If, under the terms of this Lease, the consent of Landlord is required, such consent shall not be unreasonably withheld.

17. Keys, Locks

Tenant shall give Landlord keys to all locks for the Unit. Tenant shall not change any locks or add any locks to the Unit without obtaining Landlord's consent, and if given, Tenant shall provide keys to Landlord for these locks.

18. Signs

Tenant shall not place any signs on the Premises or upon the grounds on which the Premises stand or in the Unit so as to be seen from outside the Unit.

Landlord shall have the right to place or cause to be placed on the Premises and/or upon the grounds on

which the Premises stand or in or on the Unit, "For Rent" and/or "For Sale" signs.

19. Compliance with Authorities

Tenant shall, at its own cost and expense, comply promptly with all laws, rules, ordinances and directions of governmental and/or municipal authorities, insurance carriers and/or homeowners' associations.

20. Tenant's Defaults, Landlord's Remedies

A. Landlord must give Tenant notice of default (except for a default in the payment of Monthly Rent and/or Additional Rent) and Tenant, upon receipt of such notice must cure the default within the time stated hereinafter:

1. a default under Paragraphs 8, 9, 10, 11, 12, 14, 17 or 21 of this Lease, ten (10) days;

2. a default under Paragraph 30 of this Lease, thirty (30) days.

B. In the event that Tenant fails to cure a default within the time stated therefore, Landlord may terminate this Lease. In such event, Landlord shall give Tenant notice stating the date upon which this Lease shall terminate, such date being not less than three (3) days after the date of such notice at which time this Lease shall then terminate. Tenant shall be responsible for Monthly Rent and Additional Rent as set forth in this Lease up to the date of termination.

C. If this Lease is terminated or Tenant vacates the Unit prior to the Termination Date, Landlord may enter the Unit and remove Tenant and any person or property and/or commence summary proceedings for eviction. The aforesaid actions are not the sole remedies of Landlord.

D. If this Lease is cancelled or Landlord takes back the Unit

1. Monthly Rent and Additional Rent for the unexpired portion of the Term immediately becomes due and payable. In addition, any cost or repair expended by Landlord shall be the obligation of Tenant and shall be deemed Additional Rent.

2. Landlord may re-rent the Unit and anything in it for any term and at any rental and any cost in connection therewith shall be borne by Tenant which may include, but is not limited to the cost of repairs, decorations, preparation for renting, broker's fees, advertising costs and attorney's fees. Any rent recovered by Landlord for the re-renting of the Unit shall reduce the amount of money that Tenant owes to Landlord.

21. Landlord's Rules

Tenant shall comply with these rules (the "Rules") at all times. If there is a change in the rules, Landlord will give Tenant notice of same. Landlord shall not be liable to Tenant for another Tenant's violation of the Rules. The rights afforded under the following Rules are for the sole benefit of Landlord:

(a) the quiet enjoyment of other tenants shall not be interfered with;

(b) sounds, odors and lights which are annoying to other tenants are not allowed;

(c) all posted rules must be followed;

(d) smoking is not permitted in the Unit or hallways;

(e) All flammable or dangerous items may not be kept or stored in the Unit;

(f) no one is allowed access to or the enjoyment of the roof;

(g) nothing shall be placed on or attached to the fire escapes, windows, doors or in the hallways or common areas;

(h) elevators, if any, are to be used by tenants and their guests only. Bicycles are not allowed in the elevators. Tenants and their guests are not to leave any garbage, trash and/or debris in the elevators;

(i) moving of furniture in and out of the Unit must be scheduled with the Landlord;

(j) all deliveries must be made by means of the service entrance, if any;

(k) laundry machines, if provided, may be used at tenants' risk and cost, may only be used at reasonable hours and all instructions for their use must be strictly followed;

(l) cleaning of the exterior of the windows from the outside is strictly forbidden;

(m) if parking is provided, improperly parked vehicles may be immediately removed at tenant's cost;

(n) tenant may not leave any baby carriages/strollers, bicycles, boxes, cartons and/or any items in hallways;

(o) tenant shall use its best efforts to conserve energy and water;

(p) hot plates or means of cooking other than the stove are not permitted.

22. Warranty of Habitability

Landlord warrants that the Unit and Premises are suitable for living and that they are free from any condition that is dangerous to health, life and/or safety.

23. Limitation of Recovery

Should Tenant obtain a judgment or other remedy from a court of competent jurisdiction for the payment of money by Landlord, Tenant is limited to the Landlord's interest in the Premises for the collection of same.

24. Construction and Demolition

Construction and/or demolition may be done in or near the Premises and if same interferes with the ventilation, view and/or enjoyment of the Unit, Tenant's obligations under this Lease shall, in no way, be affected.

25. Demolition of Premises

Should Landlord deem it necessary to demolish the Premises, Landlord may terminate this Lease upon six (6) months written notice to Tenant provided such notice is given to all other tenants in the Premises. In such event, Tenant shall surrender the Unit to Landlord upon such date as set forth in the notice.

26. Terraces and Balconies

If there is a terrace or balcony as an adjunct to the Unit, such terrace or balcony is subject to the terms of this Lease.

Tenant shall keep the terrace or balcony clean, clear of snow, ice, garbage and other debris. No alteration or additions may be made to the terrace or balcony. Tenant's property may not be stored on the terrace or balcony. Cooking on the terrace or balcony is prohibited.

Tenant shall maintain the terrace or balcony in good condition and make all repairs at Tenant's cost, except those of a structural nature which is the responsibility of Landlord.

27. Common Recreational Areas

If applicable, Landlord may give Tenant use of any playground, pool, parking or other areas, the use of which will be at Tenant's own risk and Tenant shall pay any charge imposed by Landlord for such use. Landlord's permission to use these areas may be revoked at any time.

28. Landlord's Employees

The employees of Landlord shall not perform any work for Tenant at Tenant's request. Such employees may not do any personal chores of Tenant.

29. Condemnation

If any or part of the Premises is taken or condemned by any governmental authority, Landlord may cancel this Lease on notice to Tenant and Tenant's rights hereunder shall end as of the date the authority takes title to the Premises which cancellation date can not be less than thirty (30) days from the date of Landlord's notice. Tenant shall be liable for Monthly Rent and Additional Rent to the date of cancellation and shall make no claim for the unexpired term of the Lease. Any award for the condemnation is the property of Landlord and Tenant assigns to Landlord any and all rights, interest and/or claim in and to such award.

30. Bankruptcy

Should Tenant file a voluntary petition in bankruptcy or an involuntary petition is filed against Tenant, or should Tenant assign any property for the benefit of creditors or should a trustee/receiver be appointed of Tenant and/or Tenant's property, Landlord can cancel this Lease upon thirty (30) days written notice to Tenant.

31. Notices

Any notice to be given under this Lease shall be in writing addressed to the party at the addresses set forth herein by regular and certified mail. Notice by Landlord to one named Tenant shall be deemed given to all Tenants and occupants of the Unit. Each party hereto shall accept notices sent by the other. Any change of address by one party must be given, by notice, to the other. Notice shall be deemed given when posted or delivered to the overnight courier service.

32. Waiver of Jury Trial, Set-Off or Counterclaim

The parties hereto waive trial by jury in all matters except for personal injury or property damage claims. In a summary proceeding for eviction, Tenant waives Tenant's right to any set-off and/or counterclaim.

33. Inability of Landlord to Perform

If Landlord is unable to perform any of its obligations to be performed hereunder due to governmental orders, labor strife or inability to secure goods or materials, through no fault on the part of Landlord, this Lease shall not be terminated or cancelled and such inability shall not impact upon Tenant's obligations hereunder.

34. Illegality

Should any part of this Lease be deemed illegal, the remaining portions of this Lease shall not be affected thereby and shall remain in full force and effect.

35. Non-Disturbance

So long as Tenant pays the Monthly Rent and Additional Rent and there exists no defaults under any of the terms of this Lease, Tenant may peacefully occupy the Unit for the Lease Term.

36. Non-Waiver

Any failure by Landlord to insist upon Tenant's full compliance with the terms of this Lease and/or to enforce such terms shall not be deemed to be a waiver of Landlord's rights to insist upon or so enforce the terms of this Lease at a future date.

37. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest.

38. Paragraph Headings

Paragraph headings are for reference only.

39. Effectiveness

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

40. Entire Agreement

Tenant states that Tenant has read this Lease and that it fully incorporates all understandings, representations and promises made to Tenant by Landlord and/or Landlord's agent and that this Lease supercedes all prior representations, agreements and promises, whether oral or written.

41. Amendments

This Lease may only be changed or amended in a writing signed by the parties hereto.

42. Surrender of Premises

On the Termination Date, Tenant shall deliver the Unit to Landlord vacant, in good condition and broom clean. Prior to such delivery, Tenant shall have vacated the Unit, removed Tenant's property, repaired all damages caused by Tenant and return the Unit in the same condition as received, reasonable wear and tear excepted.

45. Sprinkler System Disclosure

The leased premises (choose one of the following) is/is not serviced by a maintained and operative sprinkler system that was last maintained on __/__/__ and was last inspected on __/__/__.

This Lease has been entered into as of the Date of Lease.

LANDLORD

TENANT

Michael G. Ciaravino, City Manager
Per Resolution No.

RESOLUTION NO.: ²⁹²_____ - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH
GREENMAN-PEDERSEN, INC. IN THE AMOUNT OF \$16,500.00 FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE
CITY OF NEWBURGH LIBERTY STREET – STREETSCAPE IMPROVEMENT
LID STORMWATER PROJECT**

WHEREAS, the City of Newburgh issued a Request for Qualifications for professional engineering services for the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project (the “Project”); and

WHEREAS, the City of Newburgh received three responses to the RFQ, and upon review and evaluation of the proposals submitted, the staff recommends that a contract for design services for the Project be awarded to Greenman-Pedersen, Inc.; and

WHEREAS, this Project is intended to set a new City standard for future reconstruction projects involving the City’s streetscape to incorporate Green Infrastructure Practices, and will include Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway; and

WHEREAS, funding for the design phase of the Project in the amount of \$16,500.00 shall be derived from CDBG funds; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$16,500.00 for professional services in connection with the design of the City of Newburgh Liberty Street – Streetscape Improvement LID Stormwater Project.

October 21, 2015

Mr. Chad Wade
City of Newburgh
City Hall
83 Broadway, Fourth Floor
Newburgh, NY 12550

RE: REQUEST FOR PROPOSALS • Professional Design Services
Liberty Street/Ann Street CDBG Sidewalks, City of Newburgh, NY

Dear Mr. Wade:

Please accept the following as Greenman Pedersen, Inc.'s (GPI) proposal for the City of Newburgh Liberty Street –Streetscape improvement LID stormwater project. GPI understands that this project will act as a new City Standard for reconstruction of the city streetscape going forward. The project limits includes Liberty Street between Ann Street to the South and Broadway to the north and the northern intersection portion of Ann Street and the Southern intersection portion of Broadway (hereinafter referred to as the Project Site). It is understood that this work is meant to be a new City standard for reconstruction of its streetscapes going forward. Although additional minor engineering will likely be required dependent on the specific location, the deliverables associated with this design work shall be owned by the City to utilize City wide.

Scope of Services

Task 1 Survey

GPI will have a topographic and utility survey completed for the project site for the purposes of design and evaluation of contributing drainage area to the Project Site. The survey will include right-of-way and topographic/Utility survey for the referenced corridor. The limits of survey will be 30 feet outside of the right of way line or to adjacent building faces. All physical features including top and bottom of curbs, sidewalks, utility structures, poles, pavement striping, retaining walls, trees, etc. will be located. Contours will be shown on a 1 foot interval. Underground utilities will be shown based on physical location of surface features and readily available existing mapping of record. Two benchmarks will be set within the project site. All mapping will be completed in AutoCAD. Note it is understood that the City has 2 foot contour data that was derived from 2004 LIDAR work that can be used to preliminarily determine the contributing drainage area.

Task 2 Preliminary Design Plans

Preliminary Design Plans will be prepared based upon the concept sketch provided by the City Engineers office. A project information exchange kick-off meeting with City Staff will be completed to aid in the design of the preliminary Development Plans. The design will take into account anticipated Green Infrastructure (G.I.) practices designed to relieve as much stormwater as possible from the combined sewer system. G.I. detailing will be advanced as the design progresses. Initial detailing will identify material options that work



with the Historic District and will not simply be limited to replacing/resetting the existing sidewalk bluestone. Colored and stamped concrete have been suggested as viable options by the City Engineers office.

GPI also proposes to develop and issue a preliminary estimate of potential costs with the Preliminary Design so that all parties have an understanding of budgetary needs and constraints prior to proceeding with Construction Documents.

Task 3 Construction Documents and Design Specifications

Based upon review of the preliminary plan and further discussion with City staff GPI will develop construction documents that are site specific to the Project Site. Construction documents will include detailing of materials, pavement patterns, curbing options, plantings, signs, Lighting and G.I. practices.

Related permitting and approvals required for this work will be included in this task. GPI will work with the City Engineers Office to determine what approvals and permitting may be required for this streetscape improvement project.

Schedule

GPI is prepared to start survey work on this project within one week of authorization to proceed and anticipates that this authorization date will be around October 26, 2015. The following schedule is envisioned; however GPI will work with you to expedite this schedule where feasible during the design and review process.

Task	Weeks after Authorization
▪ Survey	Week 1 - 4
▪ Preliminary Development Plan Phase	Week 1 – 7
▪ Final Construction Documents	Week 8 - 14

Professional Services Fee Schedule

GPI proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Fee tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed.

Task No.	Task Description	Professional Fee
1	Survey	\$2,800
2	Preliminary Development Plans	\$6,200
3	Construction Documents & Specifications	\$7,500
Total Project Budget		\$16,500



If required, all work authorized by the client, beyond the Scope of Services presented in this proposal will be performed on a time and material basis at the following hourly rates:

Principal	\$175.00
Senior Project Manager	\$165.00
Project Engineer Landscape Architect	\$ 85.00
Junior Engineer Landscape Architect	\$ 65.00

Agreement

As initial authorization to schedule this work please sign below and return a copy of this letter.

As formal authorization to advance the referenced work please review, sign and return a copy of attached Standard Agreement. Alternately the City may forward the City's contract for review and execution by GPI.

Please feel free to contact me at (518) 453-9431 ext. 207 or 518-469-3722 (cell) if you have any questions. GPI looks forward to being a team member, working with you to see your project through successfully to completion.

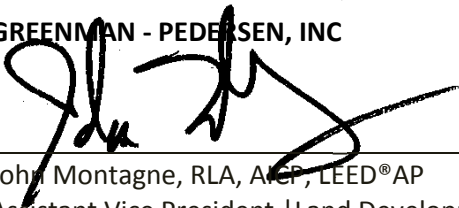
Authorization:

Michael G. Ciaravino, City Manager

Date

Sincerely,

GREENMAN - PEDERSEN, INC



John Montagne, RLA, AICP, LEED®AP
Assistant Vice President | Land Development Department Manager

Attachments [Standard Agreement]

Cc: Fred Mastroianni, PE
File

GREENMAN-PEDERSEN, INC. TERMS AND CONDITIONS

Greenman-Pedersen, Inc. (GPI) will provide engineering services for the City of Newburgh, Liberty Street/Ann Street CDBG Sidewalks project in accordance with the following Terms and Conditions.

1. PURPOSE

Client hereby retains Greenman-Pedersen, Inc. (GPI) and GPI's sub consultant's if any, herein collectively known as GPI to perform the services described in the Proposal for Professional Services dated October 21, 2015 which is hereby made a part of this Agreement. The proposal provided shall be valid for a period of ninety (90) days. All assignments will be billed on a percentage completion on a Lump Sum Fee.

2. DURATION OF SERVICE

The terms, conditions, rate structures and duration of continuing services provided under any Agreement shall continue for the duration of the contract unless requested otherwise in writing.

3. CHANGES

Any additional terms, items, services or personnel requested by the Client that fall outside the scope of the Agreement shall be negotiated as addenda to the Agreement at the time of such request. Such Agreement can only be modified in writing, signed by both parties.

4. TERMINATION

Either party shall have the right, at any time, to terminate a project which is the subject of this Agreement, in whole or in part, with or without cause, by giving the other party thirty (30) days written notice in advance of the intended termination date. In the event the project is so terminated, Client shall reimburse GPI for all costs incurred by GPI to the date of termination, or associated with such termination, plus any applicable fee or surcharge. Should Client reinstate said project, the provisions of the Agreement shall remain applicable, subject to good faith renegotiation of the contract price and/or fee schedule to account for any escalation.

5. INVOICING

- a. Invoices will be issued on a monthly basis and will indicate the percentage of completion of each portion of the required services.
- b. Normal accounting/invoicing procedures of GPI shall be used. Specific requirements of the Client as to invoicing, support information, and approval of such must be requested by the Client prior to invoicing. Costs for providing any required special invoicing procedures shall be reimbursable from the Client.
- c. Unless otherwise agreed to in writing, terms of sale are on receipt in U.S. funds on date of invoice. Responsibility for payment of all invoices is binding upon the Client and is not to be delayed beyond GPI terms while waiting for payment from a third party to the Client. Accounts thirty days over are subject to a service charge of 1½ percent per month.
- d. Any disputed invoice must be lodged with GPI within 30 days of receipt, in writing. Payment shall be made within GPI terms pending resolution of the dispute at which time appropriate credit or reimbursement shall be made by GPI.

6. RETAINER

- a. A retainer in the amount of **\$0.00** will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

7. INDEMNITY

GPI shall protect, indemnify and save harmless Client from any and all cost, damage or expense directly arising from any claim of death or injury to persons and/or damage to property directly arising out of the performance of Work under this Agreement to the extent that GPI is legally liable for such claims. In the event that both Client and GPI appear to be liable for such claims, both parties agree to cooperate in defending such claim and shall share expenses in such proportion as their liability is found to be present by mutual agreement, final decisions of arbitration, or final judgment of a court.

8. INSURANCE

- a. Unless otherwise directed by Client to secure additional insurance at the Client's expense, GPI shall carry the following insurance. The limits, where indicated, are provided under blanket policies issued and regularly carried to cover all operations:
 - i. Workers' Compensation insurance to statutory limits and Employer's Liability insurance to a limit of \$1,000,000, both being applicable to all employees engaged in the Work.
 - ii. Primary Comprehensive General Liability insurance, including Contractor's Protective (Contingent), Contractual, and Completed Operations, to a combined single limit of \$1,000,000 for bodily injury and property damage claims arising out of any one accident and \$2,000,000 General Aggregate.
 - iii. Primary Comprehensive Automobile Liability insurance, to a combined total single limit of \$1,000,000.
 - iv. Umbrella Form Excess Liability of \$4,000,000.
 - v. When required by the Client, GPI will secured Professional Liability and/or Contractual Liability insurance as an additional cost to be paid by the Client.
- b. GPI shall furnish, upon request, certificates showing that the above insurance coverages will be in effect during the term of any assignment arising out of this Agreement.
- c. GPI will only instruct its insurance carriers to waive subrogation of other parties or name other parties as additional insured at additional cost to its Clients.

9. WARRANTY

- a. GPI shall warrant for a period of one (1) year from the date of Completion of the Work (as is defined in the Scope of Work) that the services to be furnished shall conform to standards of professional practice customary for services of a similar nature. Should any failure to so conform be proven during the term of the warranty, GPI shall, upon notification, revise or replace, at the option of GPI, the specifications, reports, software or other work product(s) of GPI.
- b. The provisions, and in particular the technical and numerical provision which appear in the contract documents, the specification, and any other engineering documents are descriptive only and are not guarantees or warranties, nor are they guaranteed or warranted unless expressly stated so in writing.
- b. The foregoing warranty and remedy for breach thereof are exclusive and conditioned upon time notification by Client. THEY ARE GIVEN BY GPI IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

Whether arising in Contract, equity, tort (including strict liability) or otherwise, GPI, its affiliates, and its subcontractors and the employees of each shall not be responsible or liable for loss of profit, loss of operating time, or loss of, or reduction in use of, any facilities (including existing facilities) or any portion thereof, increased expense of construction, operation, or maintenance, expense of replacement products, or for any special, indirect, or consequential damages. GPI total liability to Client for any claims resulting from an Agreement, whether arising in contract, equity, tort (including strict liability), shall not exceed \$1,000,000 or the total agreed-upon price for the work scope specified, whichever is less.

11. ASSIGNMENT

This Agreement, and any assignment arising out of this Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. GPI shall be permitted to delegate performance of all or a portion of the Work to any of its affiliates.

12. WAIVER

Waiver by either GPI or Client of any breach by the other of any of the terms or provisions of any Agreement shall be deemed not to be a waiver of breach on any other occasion of the same terms or provisions, or a waiver of breach of any other term or provision thereof.

13. RECORDS

- a. Unless otherwise expressly stated, all Work (such as documents, drawings, specifications or computer software) shall be prepared by GPI using its current standards and practices and remain the property of GPI. Client use of computer software is governed by a licensing agreement and fee.
- b. The Client has the unrestricted right to use the Work for the project or facility that is the subject of the assignment. The work is not intended or represented to be suitable for reuse by the Client or third parties as extensions of the project or facility or on any other project or facility except as noted in the proposal as part of the City Standards for Green Infrastructure G.I. practices. Any reuse without written permission, verification, or adaptation by GPI will be at Client's sole risk and GPI shall have no liability or responsibility for such reuse. The Client shall indemnify and hold harmless GPI from all claims, and damages, including attorney's fees arising from such reuse. Any verification or adaptation is not included with the Scope of Work and GPI shall be entitled to further compensation for such services.
- c. GPI shall retain project files which it has in its possession at the time of project completion including final project deliverables (reports, drawings, specifications, magnetic tapes, laboratory results, etc.) for five (5) years from completion of a project. The Client has the right to obtain copies upon payment of a copying fee. GPI may agree to provide retention beyond five (5) years if requested by the Client and Client agrees to pay all costs of such further retention.
- d. GPI shall use reasonable care in maintaining project records. All documents, files, and other materials provided or turned over to GPI shall remain the property of the Client. GPI shall treat all such documents, files, and material as confidential and shall safeguard them as GPI usually safeguards its own confidential information. Should such documents, files or other materials be damaged, destroyed or otherwise rendered unusable by circumstances beyond GPI's reasonable control, GPI shall be relieved of responsibility for retaining such records.

14. PROPRIETARY INFORMATION

GPI and Client anticipate that they may reveal certain proprietary and confidential information to each other during the performance of the Work. Both GPI and Client agree to maintain the confidentiality of all such information and to take all appropriate measures to do so, such as, but not limited to, informing all persons having access to information of its confidential nature. Client shall not have any right to divulge the general scope and approximate scope of Work on this project for any other projects.

15. GOVERNING LAW

Any Agreement resulting from a Proposal, its administration and performance, and all rights, obligations, liabilities and responsibilities of the parties hereto, shall be governed by and interpreted in accordance with the laws of the State of New York.

16. ENTIRE AGREEMENT

This is the entire Agreement of the parties. This Agreement supersedes all other prior negotiations, representations or agreements, written or oral. This Agreement may be supplemented, amended or revised only in writing by agreement of the parties hereto.

AGREEMENT

This Agreement is made by and between _____

hereinafter known as the client, whose principal place of business is located at City of Newburgh, City Hall, 83 Broadway, Newburgh, NY 12550.

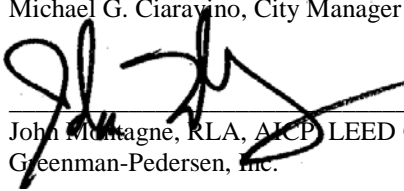
AND

Greenman-Pedersen, Inc., hereinafter known as the consultant, whose principal place of business is located at 80 Wolf Road, Albany, NY, 12205.

The parties hereto, on this _____ day of _____ 20____ agree to be bound by the within Terms and Conditions.

Michael G. Ciaravino, City Manager

Date



John Montagne, RLA, AICP, LEED ® AP
Greenman-Pedersen, Inc.

10/29/15

Date

RESOLUTION NO.: 293 - 2015

OF

NOVEMBER 9, 2015

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH EAST COAST POWER AND GAS, LLC
FOR GAS SUPPLY SERVICES TO THE CITY OF NEWBURGH FOR A TWO (2) YEAR
TERM AT A COST OF \$3.8780 PER DECATHERM**

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the gas supply services contract; and

WHEREAS, bids have been duly received and opened and East Coast Power and Gas, LLC is the low bidder;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and it hereby is awarded to East Coast Power and Gas, LLC, providing for a two (2) year term at a cost of \$3.8780 per decatherm, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas supply services, with all such terms and conditions as may be required by the Corporation Counsel.

City of Newburgh

Natural Gas Bid Results

Date: 11/9/2015

Annual Average Consumption - Dth: 15,500

Term Start Date: December-15

Current Contract - Variable **Current Contact Price and Dth**
\$ 5.85280

Proposed Contract: \$ 3.8780 24-months Utility Invoice

Proposed Savings vs. C. Contract \$ 30,609 24-months 51%

Supplier	12 Months	18 Months	24 Months	36 Months	Swing
Direct Energy					
Utility Invoice - 11/6/2015	\$ 4.67900	\$ 4.86100	\$ 4.86400	\$ 4.97400	
East Coast Power					
Utility Invoice - 11-9-15 Final	\$ 3.7700	\$ 3.8210	\$ 3.8780	\$ 3.9810	100%
Agera Energy					
Utility Invoice - 11/5/2015	\$ 5.90000	\$ 6.20000	\$ 6.20000	\$ 6.40000	100%

All pricing is confidential and is for the informational purposes of City of Newburgh.