



City of Newburgh Council Work Session
*Sesión de trabajo del Concejal de la
Ciudad de Newburgh*
November 19, 2015

6:00 p.m.

AGENDA

1. Reminders/Recordatorios:

- a. A 2016 Budget presentation will be given by the City Comptroller.
Una presentación será hecha por el Contralor de la Ciudad acerca del Presupuesto del 2016.

- b. A presentation will be given by Orange County Planning Department and the Regional Plan Association on the Sustainable Orange Program.

Una presentación será hecha por el Departamento de Planificación del Condado de Orange y la Asociación Regional de Planes acerca del Programa Sostenible de Orange.

- c. Proclamation on Childhood Cancer Awareness Week will be presented.
Una Proclamación será presentada declarando una semana de Conciencia del Cáncer en Niños.

2. Presentations/Presentaciones:

- a. A presentation will be given Deirdre Glenn on CDBG 2015-2016.
Una presentación será hecha por Deirdre Glenn en cuanto a CDBG 2015-2016.

3. Agreements, Contracts & Grants/ Acuerdos, Contratos y Becas:

a. Resolution No. 293-2015

A resolution authorizing the extension of time to close title on the property located at 169 Prospect Street (section 16, block 3, lot 5) sold at private sale to Cheryle Branson. (Michelle Kelson)

Una resolución autorizando la extensión de tiempo para completar la hipoteca en la propiedad localizada en el 169 de la calle Prospect (sección 16, bloque 3, lote 5) vendida en una negociación privada a Cheryle Branson (Michelle Kelson)

4. Economic Development and Planning/Desarrollo Económico Y Planificación:

a. Resolution No. 294 -2015

A resolution to authorize the conveyance of real property known as 123 Carson Avenue (section 45, block 9, lot 4) at private sale to Marquis Taylor for the amount of \$5,000.00. (Deirdre Glenn)

Una resolución para autorizar el convenio de bienes raíces conocido como el 123 de la Avenida Carson (Sección 45, bloque 9, lote 4) en una venta privada a Marquis Taylor por la cantidad de \$5,000 (Deirdre Glenn)

b. Resolution No. 295 - 2015

A resolution amending Resolution No. 208-2015 of September 14, 2015 authorizing an amendment to the terms of sale and an extension of time to close title on the conveyance of real property known as 41 Wisner Avenue (section 32, block 1, lot 8) at private sale to Veterans Leading the Way for the amount of \$3,150.00. (Deirdre Glenn)

Una resolución enmendando Resolución Nu. 208-2015 del 14 de septiembre del 2015 autorizando una enmienda a los términos de venta y una extensión para cerrar la hipoteca en el convenio de bienes raíces conocido como el 41 de la Avenida Wisner (sección 32, block1, lote 8) en una venta privada a Los Veteranos Guiando el Camino por la cantidad de \$3,150.00. (Deirdre Glenn)

C. Resolution No. 296 -2015

A resolution of the City Council of the City of Newburgh expressing continuing supporting the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II Assessment of the Property known as the Diamond Candle Factory Site located in the Town of New Windsor. (Deirdre Glenn)

Una resolución al Concejal de la Ciudad de Newburgh expresando el continuo apoyo para la aplicación del Condado de Orange de una Beca de la Agencia de Protección Ambiental para Asesar los Terrenos de Industria Abandonada. (Deirdre Glenn)

5. Engineering:

a. Resolution No. 297– 2015

A resolution authorizing the City Manager to accept a proposal and execute an agreement with McIntosh Controls Corp. D/B/A Smart Cover Systems for a Remote Sewer Level Monitoring System at a cost of \$77,738.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "McIntosh Controls Corp. D/B/A Smart Cover System" para un Sistema de Monitoria de los Niveles del Alcantarillado al costo de \$77,738.00. (Jason Morris)

6. Finance:

a. Resolution No. 298 -2015

A resolution authorizing the City Manager to enter into an agreement with the Unified Court System for State reimbursement in an amount subject to approval by the New York State Comptroller for the renewal period April 1, 2015 to March 31, 2016 for court cleaning and minor repairs to the city court facility. (John Aber)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con el Sistema Unificado de las Cortes para un reembolso estatal en la cantidad sujeta a la aprobación por el Contralor del Estado de Nueva York en el tiempo de renovación del 1 de abril del 2015 al 31 de marzo del 2016 para la limpieza de las cortes y reparaciones menores del edificio de la corte de la Ciudad. (John Aber)

b. Resolution No. 299-2015

A resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions and change the adjusted base proportions for the 2016 fiscal year under the homestead option of Article 19 of the New York Real State Property Tax Law. (John Aber)

Una resolución para certificar los porcentajes de base, porcentajes al corriente, los porcentajes de base al corriente y las proporciones de la base ajustada y cambiar las proporciones de la base ajustada del año fiscal 2016 bajo la opción del hogar Artículo 19 de la Ley de Bienes Inmuebles de Impuesto de Propiedad de Nueva York, (John Aber)

c. Resolution No. 300-2015

A resolution adopting the budget for the fiscal year 2016. (John Aber)

Una resolución adoptando el Presupuesto para el año fiscal 2016.

7. Discussion Items:

- a. 1 Liberty Street School
Escuela en el 1 de la calle Liberty

b. DRAFT Resolution No. 2015

A resolution authorizing the City Manager to apply for and accept if awarded a grant from the Arbor Day Foundation in the amount of \$20,000.00 for the removal and planting of trees along Liberty Street and City-wide tree maintenance. (Genie Abrams & Karen Mejia)

Una resolución cuto rizan de al Gerent de las Ciudad aplicar y aceptar si es aprobado una beca del "Arbor Day Fundación" en la cantidad de \$20,000 para remover y sembrar árboles alo largo delacalle Liberty y para el mantenimiento de los árboles en la Cuidad.

c. Police Department Cars (Michael Ciaravino, George Garrison & Chief Cameron)
Vehículos del Departamento de Policía

d. Salary and Hiring Freeze (Councilwoman Holmes)
Congelamiento de Salarios y de dar Empleo (Councilwoman Holmes)

e. Resolution No. 2015

A resolution authorizing the City Manager to enter into a license agreement with Anne Vollmer to allow tree maintenance activities on the City-owned property known as 35-37 Broad street, (Section 10, Block 3, Lot 2.22). (Karen Mejia)

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato legal con Anne Vollmer para permitir actividades que incluyen el mantenimiento de árboles en una propiedad de la ciudad conocida como 35-37 Calle d Broad (sección 10, Bloque 3 y lote 2.22) (Karen Mejia)

8. Executive Session/Session Ejecutiva:

a. Pending Litigation
Litigio Pendiente

RESOLUTION NO. 293 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 169 PROSPECT STREET
(SECTION 16, BLOCK 3, LOT 5) SOLD AT PRIVATE SALE
TO CHERYLE BRANSON**

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 136-2015 of June 15, 2015, authorized the sale of 169 Prospect Street (Section 16, Block 3, Lot 5) to Cheryle Branson; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before November 13, 2015; and

WHEREAS, Ms. Branson resides at such premises; and

WHEREAS, due to unforeseen circumstances, specifically outstanding title issues, Ms. Branson is requesting an additional sixty (60) day extension of time to close; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh and the future homeowner;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the sixty (60) day extension of time to close title for the property located at 169 Prospect Street is hereby authorized until January 13, 2016, that date being sixty (60) days from the date set forth in the previous extension granted by the City Manager.

RESOLUTION NO.: ²⁹⁴_____ - 2015

OF

NOVEMBER 23, 2015

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 123 CARSON AVENUE (SECTION 45, BLOCK 9, LOT 4)
AT PRIVATE SALE TO MARQUIS TAYLOR FOR THE AMOUNT OF \$5,000.00

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 123 Carson Avenue, being more accurately described as Section 45, Block 9, Lot 4 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 22, 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>
123 Carson Avenue	45 - 9 - 4	Marquis Taylor	\$5,000.00

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

123 Carson Avenue, City of Newburgh (45-9-4)

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 property is sold subject to unpaid 2015 City/County Tax, 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the property 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. 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.
7. 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.
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 February 22, 2016. *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 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.: 295 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AMENDING RESOLUTION NO. 208-2015 OF SEPTEMBER 14, 2015
AUTHORIZING AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF
TIME TO CLOSE TITLE ON THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8)
AT PRIVATE SALE TO VETERANS LEADING THE WAY
FOR THE AMOUNT OF \$3,150.00**

WHEREAS, by Resolution No. 208-2015 of September 14, 2015, the City Council of the City of Newburgh authorized the sale of real property known at 41 Wisner Avenue, more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh, to Veterans Leading the Way upon receipt of the purchase price of \$3,150.00; and that said purchase price must be paid no later than November 13, 2015, and in accordance with certain terms and conditions of sale; and

WHEREAS, the parties have agreed to modify the terms of sale and additional time to close title and the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to modify the terms of sale and to extend the time to close title;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 208-2015 of September 14, 2015 is hereby amended to extend the time to close title on the sale of 41 Wisner Avenue to Veterans Leading the Way until January 29, 2016; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of \$3,150.00; and that said purchase price must be paid no later than January 29, 2016, and in accordance with the amended terms and conditions of sale as annexed hereto and made part hereof; and

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

Terms and Conditions Sale

41 Wisner Avenue, City of Newburgh (32-1-8)

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 taxes for the tax years of 2015 County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City 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 properties and bring it into compliance with all State, County and Local standards for occupancy within (36) months of the date of the deed. Within such thirty-six (36) 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 thirty-six (36) 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 thirty-six (36) 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. 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.
7. 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.
8. 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.

9. 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 January 29, 2016. *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.
10. 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.
11. 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.
12. 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.**
13. 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.
14. 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.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. 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. 296 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING CONTINUING SUPPORTING THE APPLICATION OF
ORANGE COUNTY FOR AN ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELD ASSESSMENT GRANT TO FUND A PHASE II ASSESSMENT OF THE
PROPERTY KNOWN AS THE DIAMOND CANDLE FACTORY SITE LOCATED IN THE
TOWN OF NEW WINDSOR**

WHEREAS, by Resolution No. 304-2014 of December 15, 2014, the City Council of the City of Newburgh, New York, expressed its support for the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor and its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall; and

WHEREAS, the County of Orange has requested that the City Council of the City of Newburgh, New York reaffirm its continued support of such application and its commitment to the project by assisting with the implementation of their Community Involvement Plan to include providing space for public meetings and posting notices in City Hall for the purposes of public outreach; and

WHEREAS, the City of Newburgh intends to construct a pedestrian nature trail along the northern bank of the Quassaick Creek at some point in the future, and the County's Diamond Candle Factory site is essential to providing future public access and parking for this future trail; and

WHEREAS, this Council has determined that such support and commitment is in the best interests of the City of Newburgh, Town of New Windsor, County of Orange for the future development to provide public access to the Quassaick Creek corridor and future Quassaick Creek trail;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby continues to support the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor; and

BE IT FURTHER RESOLVED, that this Council further extends its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall.

RESOLUTION NO.: 297 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
MCINTOSH CONTROLS CORP. D/B/A SMART COVER SYSTEMS FOR
A REMOTE SEWER LEVEL MONITORING SYSTEM
AT A COST OF \$77,738.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with McIntosh Controls Corp. d/b/a Smart Cover Systems to purchase and install a remote telemetry equipment to monitor the City's sewer regulators and diversion manholes; and

WHEREAS, Smart Cover Systems will provide the City with real-time continuous remote sensing, alarming devices, an easy-to-use web based interface, and long and short term data collection and analysis to improve the City's wastewater management and achieve compliance with the New York State Department of Environmental Conservation's requirements to report all sewage overflows through the NY-Alert system; and

WHEREAS, the proposal includes the equipment, installation, monitoring and training at a cost of \$77,738.00 with such funding to be derived from G.8130.0200; and

WHEREAS, this Council has reviewed the same and has determined that accepting the proposal and entering into an agreement is in the best interests of the City of Newburgh and its further development;

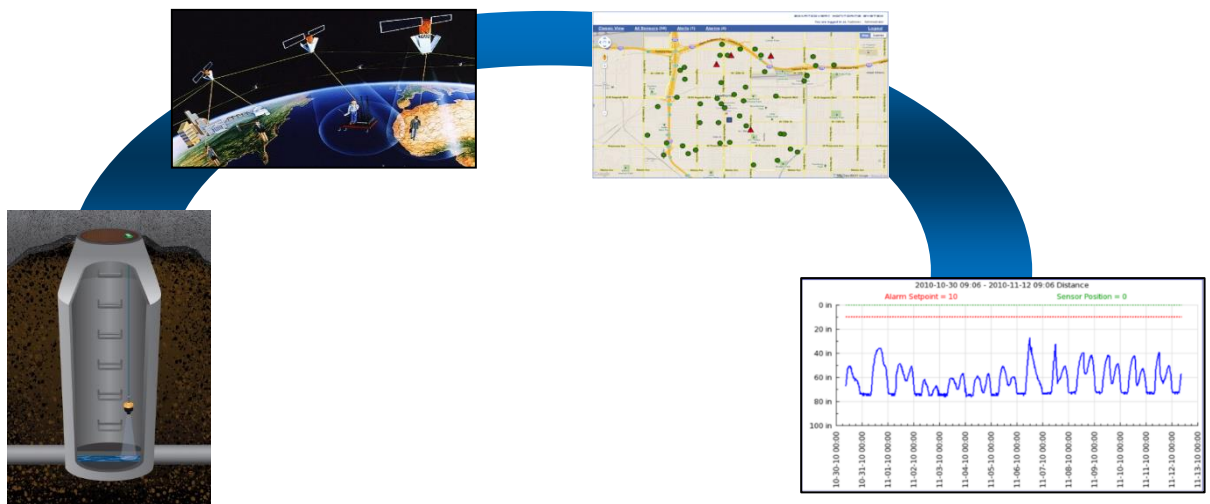
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement with McIntosh Controls Corp. d/b/a Smart Cover Systems for the purchase and installation of a remote telemetry equipment to monitor the City's sewer system at a cost of \$77,738.00.

QUOTATION

For

CITY OF NEWBURGH NY
MR. JASON MORRIS
Offered by McIntosh Controls Corp.
218 Little Falls Rd- Unit 1
Cedar Grove, NJ 07009

SmartCover[®]



Quotation Date: 11-12-15
Quote Validity: 60 days
By Rich Mattesky

Section I: Pricing

SmartCover® Systems™ (SCS) is pleased to provide the following Proposal for **SmartCover®** level monitoring system. Please find in this document: Pricing Summary as shown in Section 1, a complete System Description in Sections 2-5, Warranty statement in Section 6, and Acceptance in Section 7.

Pricing Summary: SmartCover®

Part Number	Description	Unit Qty.	Unit Price (Each)	Extended
SC-D-S-15	SmartCover® System Components E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. Distance Sensing Module (DSM) with 3" to 81" sensor range, with 15' cable. PowerPack® - lithium thionyl chloride battery with high power density. E-Dot™ antenna , including antenna and installation kit. Mounting bracket kit - three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware.	17	\$3,985	\$67,745.00
Parts Warranty	One (1) Year, Parts-Only Warranty Limited Parts-Only Warranty on all system SmartCover® hardware. See Warranty Statement for complete details.	17	Included	Included
ASM-SC1	Active Site Management (ASM), One-Year. Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including the all new <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms issued to customer defined personnel via email and/or text message • Ongoing technical support via phone or online. 	17	\$364	\$6,188.00
IST-1	Dedicated Customer Website: Initial Set-up & Training (IST) <ul style="list-style-type: none"> • Dedicated Customer Website set-up and training • Browser-based, secure user access • Includes map view, site-specific data and information • Alarm and Advisories set-up • Comprehensive training for login, website features and website functions <i>Note: this is a one-time charge for new customers and does not apply to follow-on orders.</i>	1	N/C	N/C
Installation	Onsite installation labor by an SCS technician, including travel	4	\$895	\$3,580.00
Shipping	Shipping and Handling, UPS Ground	1	\$225	\$225.00
TOTAL	All items			\$77,738.00

SmartCover [®] SERVICE OPTIONS				
EW-SC1	Extended Parts Warranty The 1 st Year Parts Warranty is included with purchase. This adds an additional year of parts-only warranty coverage for: <ul style="list-style-type: none"> • E-Box System Control • Distance Sensing Module (DSM) • Antenna • Mounting bracket. NOTE: this a PARTS-ONLY Warranty. It does not include PowerPack Warranty which is separate, see below	1	\$399	\$399
PW-LTC1	PowerPack[™] Warranty Extension The 1 st Year Warranty is included with purchase. This adds an additional year of PowerPack [™] Warranty covering the 2 nd Year	1	\$225	\$225
ASM-SC1	Active Site Management (ASM), 1 year additional coverage for 2 years total service.	1	\$364	\$364

Delivery

- **Standard: Six (6)** weeks upon receipt of a Purchase Order and with receipt of complete engineering and site information from the customer as requested.
- All customers will be notified of the shipment date upon Order Acknowledgement.
- Actual availability may vary depending on total demand. The “Standard six weeks” is not a guarantee but a good faith estimate. It is strongly recommended that order be placed as early as possible. Reasonable efforts will be made to provide earlier delivery if requested.

Terms and Conditions

- Payment: Net 30 days
- Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after invoice date. Failure to pay in accordance with these terms may void all warranties.
- Cancellations: for all orders of less than \$10,000, cancellation is accepted prior to shipment. For orders equal to or greater than \$10,000, a 15% restocking charge is applied for cancellation.
- Returns: returns are accepted with a valid Return Material Authorization (RMA) number only.

Ongoing Annual Costs

After the first year of operation, the following fees will provide **continued comprehensive services** including **software support, data storage, upgrades, added features, and satellite connectivity and PowerPack[™] Warranty.**

These are *annual charges* paid prior to the start of the year.

Active Site Management (ASM)

ASM-SC1

\$364

One-Year software subscription, satellite connectivity, online maintenance, online S/C monitoring per unit per year.

ASM-SC2

\$679

Two-Year software subscription, satellite connectivity, online maintenance, online S/C monitoring per unit per year for two years. This is a discounted two-year price and is paid in-full at the beginning of the services period.

PowerPack Warranty

PowerPack™ Warranty (PW-LTC1):

\$225

One-Year PARTS-ONLY PowerPack Warranty for each installation site, part-only warranty on the PowerPack™ offering unlimited replacements during the Warranty term.

PowerPack™ Warranty (PW-LTC2):

\$437

Two-Year PARTS-ONLY PowerPack Warranty for each installation site, part-only warranty on the PowerPack™ offering unlimited replacements during the Warranty term.

NOTE: This is a discounted two-year price and is paid in-full at the beginning of the services period.

Extended Part Warranty

Extended Parts Warranty (EW-SC1, Optional):

\$ 399

One-Year PARTS-ONLY covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting bracket.

This is a PARTS ONLY warranty extension after the first year.

NOTE: Warranty extensions must be for consecutive years. Should a warranty be purchased after any initial year where the warranty was not purchased then the previous year(s) must be additionally purchased.

Extended Parts Warranty (EW-SC2) (Optional):

\$ 742

Two-Year PARTS-ONLY covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting bracket.

NOTE: Warranty extensions must be for consecutive years. Should a warranty be purchased after any initial year where it was not purchased then the previous year(s) must be additionally purchased.

NOTE: This is a discounted two-year price and is paid in-full at the beginning of the services period.

End Section 1, proceed to Section 2, next page.

SECTION 2: PRODUCT DESCRIPTION

Overview

Each SmartCover[®] and SmartFLOE[™] System includes the following components which comprise the hardware delivered with each system:

- One (1) E-Box system control
- One (1) Ultrasonic Distance Sensing Module (DSM) with connecting cable.
- One (1) communications antenna for direct connection to the Iridium Satellite System.
- One (1) PowerPack[™], a proprietary high power density lithium thionyl chloride battery
- One (1) bracket kit for either mounting flat to the underside of the manhole cover or for mounting to the manhole cover vein.
- One installation kit containing all hardware and accessories necessary to mount a single system.

NOTE: All references to SmartCover[®] below also include SmartFLOE[™] unless otherwise noted.

Item Descriptions:

E-Box System Control

The E-Box is the system control containing the digital satellite radio, computer and signal processing components. It is fully potted and can be completely submerged in water (IP-68 rated) It is housed in an, ABS enclosure and shock tested to 10 G's.



SmartCover[®] E Box Control

PowerPack[™]

The PowerPack[™] is a high power-density battery system designed for reliable, consistent delivery of power in the harsh wastewater environment. It is housed in a urethane coated pack containing Lithium Thionyl Chloride primary batteries. Typically the PowerPack[™] provides at least one year of life and generally longer under normal operating conditions. PowerPacks[™] have a 10 year shelf life prior to use.



SmartCover[®] PowerPack[™]

Distance Sensing Module (DSM)

The distance sensing module is an ultrasonic distance sensor. It is enclosed and sealed in an ABS housing. It is fully potted and completely water-proof, meeting IP-68 standards. The crystal controlled oscillator sensor is self-calibrating.

There are two [distance] ranges available.

- The standard range senses between 3" and 81"
- The long-range sensor's range is 11" to 240".

The DSM has two standard cable lengths of 15' and 25'. Custom lengths are available, application dependent, up to 300'. SCS Application Engineers are available to assist users to determine the correct DSM range and cable lengths.



SmartCover[®] DSM

E-Series[™] Antennae

The E-Series[™] antennae include the "E-Square" and the "E-Dot" types. Both are traffic rated and designed to mount directly to the manhole cover or vault lid. They communicate directly to the Iridium Satellite System and do not require any intermediary devices for boosting signals. The antennae are secured to the top of the manhole cover using a high strength, two-part acrylic adhesive specifically designed for high stress, structural applications.

The E-Square antenna is a road-reflector type used in areas where there is no opportunity for dislocation from such hazards as snow plows.

The E-Dot antenna is for cold-weather climates where snow plow operation occurs and are designed to be mounted below the manhole profile.

E-Square[™] Antenna



E-Dot[™] Antenna

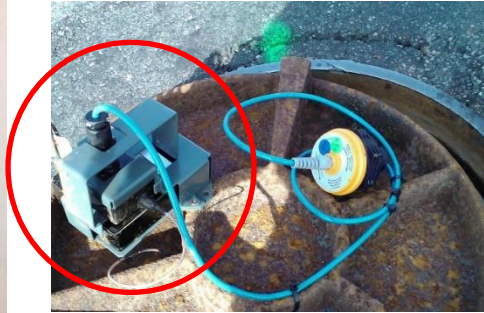
Mounting Bracket Kit

The mounting bracket is a ruggedized, corrosion resistant assembly designed to protect and secure system components. The bracket is secured with two stainless steel bolts whereby the installer drills two ¼" holes into the cover. The bracket is designed in such a manner such that **NO CONFINED SPACE ENTRY IS REQUIRED FOR INSTALLATION**. Its hard-anodized aluminum housing encloses the PowerPack and the E-Box control. The DSM (distance sensing module) is connected to the E-Box and suspended via a cable, typically over the invert.

The bracket is supplied as a three-piece kit for mounting directly to the underside "flat" of the manhole or, alternately, to the manhole cover vein.



Bracket with kit



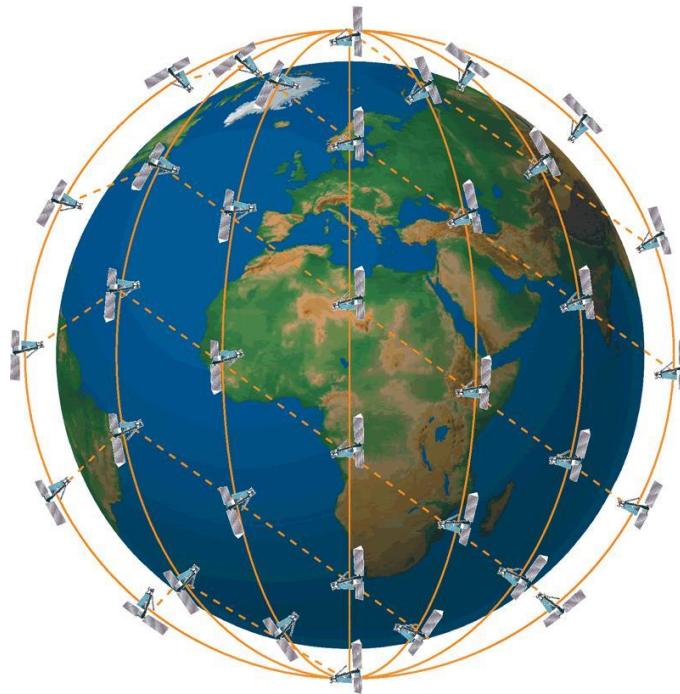
Mounted Bracket

SECTION 3. DESCRIPTION OF THE SATELLITE COMMUNICATION SYSTEM

The SmartCover[®] system uses the high reliability, highly secure **Iridium Satellite System** as its communications backbone. Iridium is a state-of-the-art communications system consisting of 66 Low Earth Orbiting (LEO) satellites. It has global, redundant coverage and is known to provide highly superior connectivity to that of terrestrial systems such as GSM, GPRS and other cell phone based systems. Iridium has a very strong record of performance and reliability. It is used by the US DOD for its reliability.

Iridium Satellites are in orbit across the globe and assured connectivity is achieved requiring but a small fraction of the available horizon. SmartCover[®] systems are able to communicate in challenging locations with such impediments as tree canopies, overpasses or buildings.

SmartCover[®] data is highly secure with servers using 2048 bit encryption. These are redundant servers located in a climate controlled, secure facility with emergency power to prevent any interruptions. Servers store Historical Communication, Data, and Data Access information. Being a web or “cloud” based system; data is available at all times through a browser from a computer, tablet or phone. Users can access data through any web browser to the server via encrypted data and send notifications directly to the user.



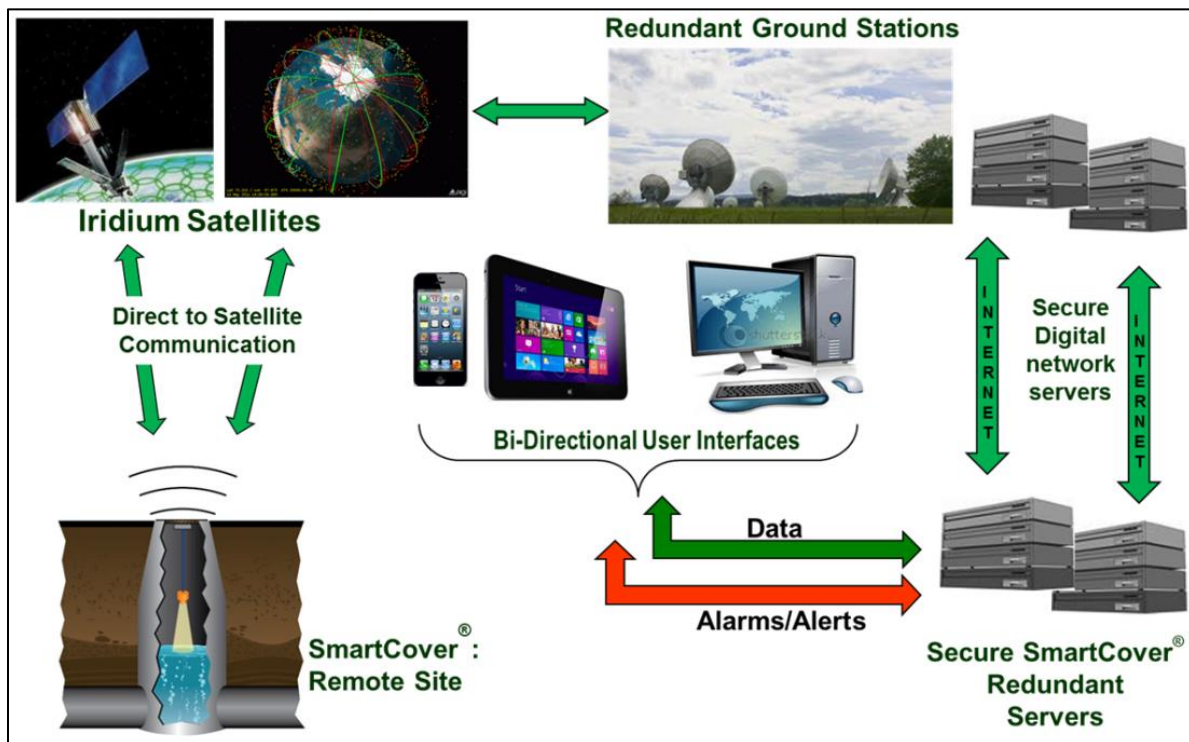
Iridium Satellite Constellation

The Communication Process

As per the diagram below, the SmartCover[®] system communicates directly to an orbiting satellite. The communication signal is then sent to Iridium earth link stations and then to SCS secure servers.

For alarm signals, they are subsequently sent to the Customer via cell phone, Smart Phone, digital pager and/or to computers via the internet. It is possible to have alarms sent to a central control room as well.

SmartCover[®] communication is *bi-directional* and the user has control over the remote sites. A major benefit of the SCS system is that data acquisition, alarms and system setting changes are enabled *remote from the installation* site saving time and resources. For example, the alarm level [distance] setting can be accessed via the Dedicated User Website to be changed or disabled. Changes to these settings are communicated from the SCS servers through the Iridium system and to the SmartCover[®] system at the designated site.



SmartCover[®] communications system diagram

SmartCover[®]: Measurement, Data Acquisition, Transmission and Process Overview

The SmartCover[®] system monitors continuously 24 hours per day, seven (7) days per week. SCS has cumulatively acquired thousands of years of data and experience with this basic measurement protocol to assure users that this methodology is extremely sound and reliable for ongoing data acquisition and alarming functions.

Measurement Frequency

The SmartCover[®] system takes a measurement every six (6) minutes. If the measured level is below the pre-set alarm level then the cycle begins again.

Data Acquisition Frequency

The SmartCover[®] logs alternate readings of the six (6) minute measurement cycle. In other words it log a measurement every 12 minutes, five (5) times per hour. These readings are “batched” and sent once per hour via satellite to the server and stored for user access such as trending and analysis.

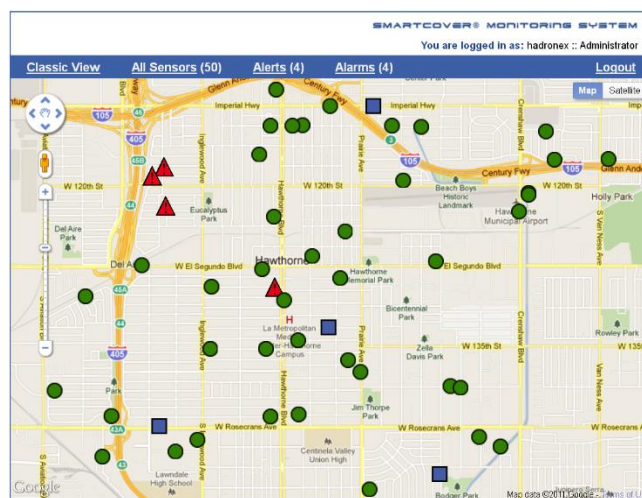
Alarming

If the SmartCover[®] system measures and senses that the water it is *above* the alarm level, an alarm notification is sent to the designated users and by a pre-established communication protocol i.e., text message to a mobile device or an email message to a computer. Alarms through cell phones or pagers are via Short Message Service (SMS), or Smart Phones and emails via email messaging. Alarms will continue to be sent until acknowledged. The system will continue to monitor, even though the alarm has been acknowledged. Note: a dedicated direct-from-satellite handheld system is available option for highly critical communications. Contact SCS for more information.

A LEVEL MEASUREMENT IS TAKEN EVERY 6 MINUTES AND DATA IS UPDATED ON THE SERVER EVERY HOUR. IN THE EVENT OF A HIGH WATER EVENT, THE ALARM IS SENT THE NEXT TIME A LEVEL MEASUREMENT IS MADE. THE LONGEST TIME BETWEEN THE TIME THE WATER REACHES THE ALARM LEVEL AND WHEN THE ALARM SOUNDS IS 5 MINUTES AND 59 SECONDS.

Graphical Data

The website is accessed by designated users through a secure portal and using a user name and password. Upon login a map of the system appears as shown below.



System Map

System Map

The system map has five, colored-coded symbols for ease of viewing and management where:

GREEN (circle) – Indicates that the SmartCover[®] system is functioning properly and that the site does not have any alarms or maintenance alerts.

GRAY (circle) – Indicates that the SmartCover[®] system was previously located at this site but has been moved. The data for this site is archived and accessible.

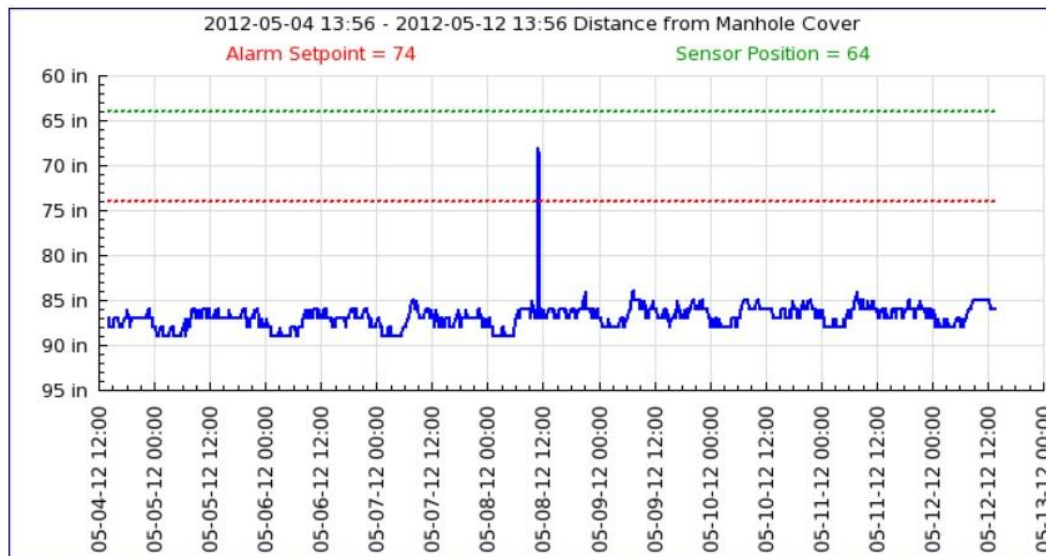
ORANGE (circle) – Indicates that the SmartCover[®] system, while not in an Alert or Alert state, has issued an “Advisory”. The Advisory is an email message has been sent because the site data trend indicates that an anomaly is occurring. It advises users to view this site’s data and determine what, if any, remedial action should be taken.

BLUE (square) – Indicates an “alert” and that a SmartCover[®] maintenance action is required. For example, it could mean the battery has low voltage and needs to be replaced or that a unit has not communicated within the expected interval.

RED (triangle) – Indicates that an “alarm” condition exists at this location. It could be high water event (surcharge) or an intrusion. Action is required.

Site Graph

A user may access any remote site by clicking on the map or on the address location. As an example, the graph below illustrates level in inches (y-axis), date/time (x-axis), flow levels (blue line), and the alarm setting (red line). We see in this case flow levels are below the alarm and then followed by a surcharge. The surcharge would have triggered an alarm. Note that the alarm is set well below the level where a spill may occur (green line) and allows for sufficient time to respond. In this case the bottom of the sensor is 64 inches from the manhole cover and the alarm is set for 74 inches below the manhole cover.



SECTION 4. INSTALLATION AND ACTIVATION

Installation

It is most important to note that the typical SmartCover installation never requires confined space entry. With this, a typical installation is inexpensive and takes much less than one hour for physically attaching of the SmartCover® system. The antenna is mounted to the top of the cover or lid and the mounting bracket, housing the PowerPack and E-Box with the DSM connected to the E-Box, to the bottom.

The antenna is mounted and secured with a high strength, MIL-Spec grade, two part adhesive and a hole is drilled to feed the antenna wire to the underside where the E-Box control is located.

The bracket is mounted to the underside by drilling two holes into the cover or lid. Two stainless steel screws secure the bracket. The DSM is connected to the E-Box control and it is suspended and aligned to the flow target area i.e., the invert.

On-site testing of the communication link is performed to ensure that the unit is operational.

- **Standard Installation:** The SmartCover® system (hardware) is installed in the field at the designated site.
- **Offsite Installation:** The SmartCover® system is installed on the selected cover at an offsite facility and transported to the designated location. This method can minimize onsite time to a few minutes reducing the need for traffic control and disruption.
- Typically, the Customer will provide personnel and equipment, as appropriate for traffic control as required by local regulations and safety of field personnel.

Activation

After the physical installation of the SmartCover® system(s), the following actions are taken to bring full functionality to the SmartCover® system. SCS technicians will assist with all installation activation as part of our standard service protocol.

- ***SmartCover® Activation: Customer Actions***
 - Upon receipt of a Purchase Order, SCS the user will receive a questionnaire to obtain the information necessary to perform the SmartCover® service Set-Up. Proper system operation is dependent upon receipt of required information.
 - This information is used as part of installation where communication will be tested to verify functionality.
- ***SmartCover® Activation: SCS Actions***
 - At the SCS technical Support offices, the secure Customer Web Site is set up including a private account and database on the SCS secure server.
 - Web site is configured for the Customer Web Site with SmartCover® system locations and users.
 - Initial population of the Customer SmartCover® database.
 - Registration of the SmartCover® system wireless radios with the network and setting the Customer default system operational parameters.

Training

Training is provided after completion of the installation process. Once on-site personnel are trained, SCS will be available to provide additional web site training remotely after the SmartCover® system has been installed and operational.

SECTION 5. ACTIVE SITE MANAGEMENT

Active Site Management (ASM) is a **compressive support service** for the SmartCover® system. It includes software support, satellite connectivity and ongoing technical support with these three elements described below.

It is an annual, per site service provided by SCS. ASM includes but is not limited to:

- **Website hosting-** initial set-up and ongoing hosting of all software and customer data. Note that all data is owned by the customer.
- **Website / Software Upgrades-** from time to time SCS provides new features and tools at no charge including such features supporting improved analytical tools, improved graphical tools and new reports.
- **Website maintenance** – maintaining the secure servers on which your web site resides, and providing free upgrades to the web sites as they become available.
- **Standard Reports** - SCS will support Customer in the preparation of these reports for management or regulators **Technical Telephone Support** - This service is offered by the SCS Technical Services team from 7am to 5 pm Pacific time and with additional support from local representatives.
- **Management Oversight**
 - SCS Technical Services team monitors the proper operation of all installed systems including battery voltage, the radio signal strength and the communication to/from the systems.
 - SCS coordinates the appropriate service to repair any components in the field with you or the local dealer
- **Alarm Processing** – maintaining the infrastructure of the alarm contact system.
- **After Hours Support** – on an as-needed basis. Contact SCS for details
- **Wireless Communications Connectivity** – Access to the two-way, wireless satellite network.

Product Improvements

The SmartCover® is continuously improving, adding new features and functions. SCS often uses customer input to add new features. Product improvements are backwards compatible to existing satellite systems with 0.10" resolution. There is no charge for these improvements as they are part of the annual ASM.

SmartTrend™

SmartTrend™ is an all-new addition to **SmartCover®** that enables notifies and enable users to anticipate events at remote monitoring sites. **SmartTrend™** automatically scans each remote site to assess data trends. Should it see an "anomaly", it provides users an Advisory email message. This important addition to the **SmartCover®** system means that users now have the most advanced predictive method available identifying future issues such as SSO days or even weeks *before they occur*.

SECTION 6. ADDITIONAL TERMS & CONDITIONS, LIMITED WARRANTY

Mutual Hold Harmless

SCS hereby holds Customer harmless from any and all claims that may arise, or damages that may result, to SCS or SCS staff during the performance of this contract. Customer hereby holds harmless SCS/McIntosh Controls, its founders, owners and staff, from any and all claims that may arise, of any kind or from any cause whatsoever, due to or as a result of the installation, operation, or use of the SmartCover[®] system.

Loss of Communications

Customer acknowledges that SCS/McIntosh Controls is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

Advisory Only

The SmartCover[®] System is an advisory service only. As such, SCS/McIntosh Controls and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover[®] system.

Limited Warranty

The equipment components of the SmartCover[®] system are warranted free from material defects of material and workmanship for a period of one year from the date of installation. Unless otherwise stated, the SCS warranty herein is a parts-only warranty.

Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the SCS Technical Services group.

Upon notification, SCS will assess and instruct the user on follow-on actions.

Should a component fail as a result of a defect in material or workmanship, SCS will replace the component or repair it at the SCS location.

For all valid warranty claims, as determined by SCS, reasonable freight charges to and from Customer shall be paid by SCS. In all cases, SCS shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Customer and SCS.

Upon approval of a warranty failure by SCS, SCS will either repair or replace the defective component at SCS' sole discretion.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). REPAIR OR REPLACEMENT IN THE MANNER PROVIDED ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF SCS WITH RESPECT TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS.

THIS WARRANTY DOES NOT COVER DAMAGE OR REPAIRS OR REPLACEMENTS BY ANY CAUSE BEYOND THE CONTROL OF SCS, INCLUDING ACTS OF NATURE, IMPROPER USE, LACK OF PROPER MAINTENANCE OR UNAUTHORIZED REPAIR.

REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY. SCS/McIntosh Controls SHALL NOT BE LIABLE FOR ANY ACTUAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF GOODWILL OR PROFITS AND/OR LOSSES FROM ANY CAUSE WHATSOEVER, EVEN IF SCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In no event shall SCS's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

SECTION 7: Acceptance

The undersigned have read and acknowledge their understanding of this offer.

Signatures

McIntosh Controls Corp.
218 Little Falls Road- Unit 1
Cedar Grove, NJ 07009

Signature

Richard Mattesky

11-12-15

City of Newburgh NY

Signature

Date

RESOLUTION NO. 298 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE RENEWAL PERIOD APRIL 1, 2015 TO MARCH 31, 2016
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY**

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

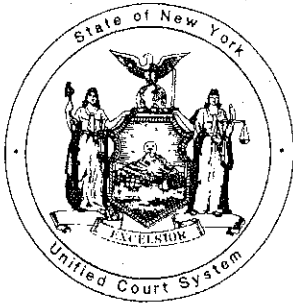
WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to Resolution No. 52-2014 of March 10, 2014, the City of Newburgh entered into an agreement which provided for a contract period of five (5) years, such term beginning April 1, 2013 to March 31, 2018 (Contract No. C300363); and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a revised Appendix B to Contract No. C300363 for the renewal period beginning April 1, 2015 and terminating on March 31, 2016, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the annexed acceptance form for Contract No. C300363 Revised Appendix B for the renewal period April 1, 2015 to March 31, 2016 with the State of New York UCS, to provide the City with monetary reimbursement in the amount of \$104,286.



STATE OF NEW YORK
UNIFIED COURT SYSTEM
NINTH JUDICIAL DISTRICT
DARONCO - WESTCHESTER COUNTY COURTHOUSE
111 DR. MARTIN LUTHER KING, JR., BOULEVARD
WHITE PLAINS, NEW YORK 10601
(914) 824-5100 FAX (914) 995-4946

HON. LAWRENCE K. MARKS
Chief Administrative Judge

HON. ALAN D. SCHEINKMAN
District Administrative Judge
Ninth Judicial District

HON. MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

NANCY M. MANGOLD
District Executive
Ninth Judicial District

November 9, 2015

Mr. John J. Aber
Comptroller
City of Newburgh
83 Broadway-4th Floor
Newburgh, New York 12550

Re: Agreement between UCS and *City of Newburgh*
for Court Cleaning and Minor Repairs (Contract No. **C300363**)
Annual Renewal Letter and Budget (Appendix B) for SFY 2015-2016

Dear *Mr. Aber*:

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and *City of Newburgh*, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2015 and shall terminate on March 31, 2016. During this 2015-2016 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2015-2016 period shall be **\$104,286**. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2015-2016 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by the *City of Newburgh* and by the UCS.

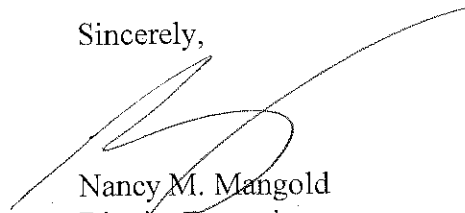
Contract Renewal Letter for the *City of Newburgh* for SFY 2015 - 2016
Contract No. **C300363**.

Page 2

Accordingly, the original of this letter should be signed by an authorized representative of the *City of Newburgh* and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,



Nancy M. Mangold
District Executive

Accepted for: *City of Newburgh*

Accepted for: Unified Court System

Name:
Title:

Maureen McAlary
Director, Division of Financial Management

Dated:

Dated:

Attachments

STATE OF New York)
) ss.:
CITY OF NEWBURGH)

NOTARY PUBLIC

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 2015 - March 2016

Name of County or City: City of Newburgh

Court Spaces to be Cleaned and
 Repaired Pursuant to this Budget
 Court Related

List Court Buildings:

Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total Building Net Usable Square Feet	Net Usable Sq. Ft.	Aid Eligible Percentage
Newburgh City Courthouse	Owned	55,000	55,000	100%
300 Broadway, Newburgh, NY 12550				
Combined		55,000	55,000	100%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries	April 2013-Mar 2014				
2	for the Disabled	Cleaning	300 Broadway	\$76,345	100%	\$76,345
3						
4						
5						
6						
1(a) Subtotal:						\$76,345

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7							
8							
9							
10							
11							
12							
1(b) Subtotal:							\$0

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	Misc. Toilet Paper & Towels					
14	Cleaning Products	Courthouse	1	\$2,000	100%	\$2,000
15						
16						
17						
18						
1(c) Subtotal:						\$2,000

1(d) - Total Cleaning Costs (1a+1b+1c): **\$78,345**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	City of Newburgh					
20	Sanitation Workers 2	Courthouse	1	\$2,500	100%	\$2,500
21						
22						
23						
2(a) Total:						\$2,500

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24	MDS-HVAC	Courthouse	1	\$1,600	100%	\$1,600
25						
26						
27						
28						
2(b) Total:						\$1,600

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c) **\$4,100**

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29	MDS-HVAC-R Inc		Courthouse	\$1,500	100%	\$1,500
30						
31						
32						
33						
34						
3(a) Subtotal:						\$1,500

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters	Courthouse	1	\$500	100%	\$500
42						
43						
44						
45						
46						
					3(c) Subtotal:	\$500

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)

\$2,000

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d:

4

\$84,445

5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting
b - Painting
c - Interior Ceilings
d - Bathrooms
e - Fixtures
f - Minor Renovation
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	g	Misc., Painting		\$5,000			\$5,000	100%	\$5,000
48						\$0		0%	
49									
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$5,000

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$89,445**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

- a - Pest Control
- b - Elevators
- c - HVAC
- d - Telephone Wiring

- e - Security & Alarm Systems
- f - Property Maintenance
- g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	A	Craig Thomas Pest	Extermination	Courthouse	\$1,500	100%	\$1,500
59	B	Schindler Elevator	Repair & Maint	Courthouse	\$2,500	100%	\$2,500
60	C	MDS HVAC	Repairs	Courthouse	\$11,000	100%	\$11,000
61	E&F	Foxmans Safe&lock	Service-Security Repairs	Courthouse	\$1,000	100%	\$1,000
62	E	CDR Electronics	Security&Alarm System	Courthouse	\$2,000	100%	\$2,000
63	E	Pastec	Security Cameras	Courthouse	\$5,000	100%	\$5,000
64	E	NY Tel/Verizon	Alarms	Courthouse	\$2,000	100%	\$2,000
65							
66							
67	F	Other/Misc	Simplex/Doors/Other	Courthouse	\$7,000	100%	\$7,000
68							
7(a) Subtotal:							\$32,000

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69							
70	1	Snow Removal-Courthouse	\$4,500		\$4,500	100%	\$4,500
71	1	Landscape Courthouse	\$1,000		\$1,000	100%	\$1,000
72	1	Various-Courthouse	\$1,000		\$1,000	100%	\$1,000
73							
74							
75							
76							
7(b) Subtotal:							\$6,500

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Misc-W.W. Granger	Courthouse	1	\$1,000	100%	\$1,000
78						
79						
80						
81						
7(c) Subtotal:						\$1,000

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)

7(d):

\$39,500

8 Total - Building and Property Maintenance Costs:

8

\$39,500

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9

\$9,875

10 Total Proposed Direct Costs (Item 6 + Item 9):

10

\$99,320

11 Overhead Costs (Item 10 x .05):

11

\$4,966

12 Total Proposed Contract Amount (Item 10 + Item 11):

12

\$104,286

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

Title:

Signature:

Date:

County or City:

Address:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

RESOLUTION NO.: 299 -2015

OF

NOVEMBER 23, 2015

**A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT PERCENTAGES,
CURRENT BASE PROPORTIONS AND ADJUSTED BASE PROPORTIONS AND
CHANGE THE ADJUSTED BASE PROPORTIONS FOR THE 2016 FISCAL YEAR
UNDER THE HOMESTEAD OPTION OF ARTICLE 19 OF
THE NEW YORK REAL STATE PROPERTY TAX LAW**

WHEREAS, by Local Law No. 1-1989 of February 27, 1989, the City Council of the City of Newburgh enacted Section C8.88 of the City Charter adopting the provisions of the New York State Real Property Tax Law Section 1903 concerning homestead base proportions; and

WHEREAS, the homestead base proportions shall be established by resolution of the City Council; and

WHEREAS, the City Council shall determine the current homestead and non-homestead base proportion, the current percentage and base percentage for the assessing unit and each portion included in its boundaries and such alterations made to such current base proportions; and

WHEREAS, the City Council may alter the homestead base proportion or locally-adjusted homestead proportion; and

WHEREAS, the base proportions have been established at 50.82324 for homestead properties and 49.17676 for non-homestead properties and this Council has determined to adjust the locally-adjusted homestead proportion and locally-adjusted non-homestead proportion for the 2016 budget;

NOW THEREFOR BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council pursuant to Real Property Tax Law Section 1903-4(c) does hereby adjust the locally-adjusted homestead proportion to 51.63993 and the locally adjusted non-homestead proportion to 48.36007; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

RP-6701	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714					11/19/15	
CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE LEVY OF TAXES ON THE 2015 ASSESSMENT ROLL							
Approved Assessing Unit		City of Newburgh, 331100				CERTIFICATION	
Name of Portion		City of Newburgh, 331100					
DETERMINATION OF BASE PERCENTAGES							
Section I	(A)	(B)	(C)	(D)			
	1991	1991	Estimated	Base			
	Taxable	Class	Market	Percentages			
	Assessed Value	Equalization Rate	Value				
Class			A/(B/100)	(C/sum of C)			
Homestead	179,193,709	41.24	434,514,328	64.7177			
Nonhomestead	111,241,235	46.96	236,885,083	35.2823			
Total	290,434,944		671,399,411	100.0000			
DETERMINATION OF CURRENT PERCENTAGES							
Section II	(E)	(F)	(G)	(H)			
	Prior Year	Prior Year	Estimated	Current			
	Taxable	Class	Market	Percentages			
	Assessed Value	Equalization Rate	Value				
Class	(Inc. Spec. Fran.)		E/(F/100)	(G/sum of G)	I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.		
Homestead	527,811,654	100	527,811,654	58.99014			
Nonhomestead	366933967	100	366,933,967	41.00986			
Total	894,745,621		894,745,621	100.00000			
DETERMINATION OF CURRENT BASE PROPORTIONS							
Section III	(I)	(J)	(K)	(L)	(M)	(N)	(O)
	Local Base	Updated	Prospective	Adjusted	% difference	Maximum	Current
	Proportion	Local Base	Current Base	Base Proportion	between prior	Current	Base Proportion
	for the	Proportion	Proportion	used for	Adjusted	Base Proportion	
	1992		Part (J)	Prior Tax Levy	Base Proportion		
	Assessment Roll		Prorated		and Prospective		
			to 100.00		Current		
Class		I*(H/D)	(J/sum of J)		Base Proportion	(L*1.05)	
					((K/L)-1*100)		
Homestead	57.00000	51.95545	50.96875	52.1418	-2.25	50.96875	
Nonhomestead	43.00000	49.98044	49.03125	47.8582	2.45	49.03125	
Total	100.00000	101.93588	100.00000	100.00000		100.00000	
						signature	
						title	
						date	

I, the clerk of the legislative body of the approved
 assessing unit identified above, hereby certify
 that the legislative body determined on _____
 base percentages, current percentages, and
 current base proportions as set forth herein for the
 assessment roll and portion as identified above.

signature

title

date

RP-6703	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714					11/19/15
CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL FOR THE 2015 ASSESSMENT ROLL						
Approved Assessing Unit	City of Newburgh, 331100					CERTIFICATION I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.
Name of Portion	City of Newburgh, 331100					
Reference Rol	2014					
Levy Roll	2015					
DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANT EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR						
Section I	(A) Total Assessed Value on the Reference Roll Excluding roll section 5	(B) Total Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	(C) Total Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	(D) Net Assessed Value of Physical and Quantity Changes	(E) Surviving Total Assessed Value on the Reference Roll	
Class				(B-C)	(A-C)	
Homestead	550,193,620	1,233,300	1,909,100	(675,800)	548,284,520	
Nonhomestead	333,130,576	788,600	10,267,400	(9,478,800)	322,863,176	
		(F) Total Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	(G) Total Assessed Value of Equalization Decreases between the Reference Roll	(H) Net Equalization Changes	(I) Change in Level of Assessment Factor	
Class				(F-G)	(H/E)+1	
Homestead		5,747,150	17,580,560	(11,833,410)	0.97842	
Nonhomestead		4,401,283	7,886,420	(3,485,137)	0.98921	
COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR						
Section II	(J) Taxable Assessed Value on the Levy Roll Excluding roll section5	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor
Class		(J/I)		(K+L)		(M/N)
Homestead	514,737,219	526,091,649	0	526,091,649	527,811,654	0.99674
Nonhomestead	325,256,223	328,805,504	39,068,334	367,873,838	366,933,967	1.00256
COMPUTATION OF ADJUSTED BASE PROPORTIONS						
Section III	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P*O)	(R) Adjusted Base Proportions			
Class			Q/sum of Q			
Homestead	50.96875	50.80266	50.82324			
Nonhomestead	49.03125	49.15684	49.17676			
Total	100.00000	99.95950	100.00000			

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh

2015

**STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the
Current Percentage for the Homestead Class**

Current Percentage for Homestead Class
(Part I of form RP-6701)

58.99014

Adjusted Base Proportion for Homestead Class
(column R of form RP-6703)

-

50.82324

Difference

8.16689

**STEP 2 - Take the Difference computed in STEP 1 and multiply it by
10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%.
Add this amount to the Homestead Adjusted Base Proportion.**

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		<u>Homestead</u>	<u>NonHomestead</u>
			50.82324	49.17676
10%	0.81669		51.63993	48.36007
20%	1.63338		52.45662	47.54338
25%	2.04172		52.86497	47.13503
30%	2.45007		53.27331	46.72669
40%	3.26676		54.09000	45.91000
50%	4.08345		54.90669	45.09331
60%	4.90014		55.72338	44.27662
70%	5.71683		56.54007	43.45993
75%	6.12517		56.94841	43.05159
80%	6.53352		57.35676	42.64324
90%	7.35020		58.17345	41.82655
100%	8.16689		58.99014	41.00986

RESOLUTION NO.: 300 - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2016**

WHEREAS, the City Manager, on October 13, 2015, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2016 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2016; and

WHEREAS, such detailed estimates has been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 9, 2015 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B6-15-24 dated November 12, 2015;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2016 as appears in the annexed “City Council Adopted Fiscal Year 2016 Budget” on November 23, 2015; and

BE IT FURTHER RESOLVED, that the sum of \$19,462,564 be levied and raised on account of City taxes for the year 2016 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$514,737,219 for Homestead Properties and \$364,324,557 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$19,462,564 to be extended and apportioned on said assessment roll at \$19.525 for Homestead properties and \$25.834 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2016 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 4th day of January 2016, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 4th day of January 2016, and collect up to and including the 5th day of February 2016, without fees, and to add 5% from the 6th day of February 2016, up to and including the 31st day of March 2016.

The second installment commencing on the 1st day of March 2016, and collect up to and including the 5th day of April 2016, without fees, and to add 5% from the 6th day of April 2016, up to and including the 30th day of May 2016.

The third installment commencing on the 1st day of May 2016, and collect up to and including the 6th day of June 2016, without fees, and to add 5% from the 7th day of June 2016, up to and including the 1st day of August, 2016.

The fourth installment commencing on the 1st day of July 2016, and collect up to and including the 5th day of August 2016, without fees, and to add 5% from the 6th day of August 2016, up to and including the 29th day of September, 2016.

In addition thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the Key Bank of NY, N.A., Chase, TD Bank, Sterling National Bank, or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: _____ - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A GRANT FROM THE ARBOR DAY FOUNDATION
IN THE AMOUNT OF \$20,000.00 FOR THE
REMOVAL AND PLANTING OF TREES ALONG LIBERTY STREET AND
CITY-WIDE TREE MAINTENANCE**

WHEREAS, the Conservation Advisory Council has requested that the City of Newburgh apply for a grant from the Arbor Day Foundation for the removal and re-planting of 25 trees along Liberty Street and for the purchase of a small electric vehicle to assist the City with tree maintenance; and

WHEREAS, such funding shall be in an amount not to exceed Twenty Thousand (\$20,000.00) Dollars and requiring no match from the City; and

WHEREAS, this Council has determined that making such application and accepting such funds if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Arbor Day Foundation in the amount of \$20,000.00 for the removal and re-planting of trees along Liberty Street and for the purchase of a small electric vehicle to assist with tree maintenance; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized he is hereby further authorized to execute any documents in connection with such grant and to take all measures as may be appropriate and necessary to carry out such program.

RESOLUTION NO.: _____ - 2015

OF

NOVEMBER 23, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO A LICENSE AGREEMENT WITH ANNE VOLLMER
TO ALLOW TREE MAINTENANCE ACTIVITIES
ON THE CITY-OWNED PROPERTY KNOWN AS
35-37 BROAD STREET, SECTION 10, BLOCK 3, LOT 2.22**

WHEREAS, the City of Newburgh is the owner of real property located at 35-37 Broad Street, and more accurately described on the official tax map of the City of Newburgh as Section 10, Block 3, Lot 2.22, City of Newburgh, New York; and

WHEREAS, Anne Vollmer has requested access to 35-37 Broad Street for the purpose of undertaking tree maintenance activities to prevent further harm to neighboring properties and to enhance Hudson River views; 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 Anne Vollmer to allow access to City-owned property known as 35-37 Broad Street for the purpose of performing tree maintenance activities.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and fifteen, by and between ANNE VOLLMER, an individual with an address of 240A Montgomery Street, Newburgh, New York 12551 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor, on behalf of herself and her employees, volunteers, agents and contractors, known as 35-37 Broad Street, and more accurately described as Section 10, Block 3, Lot 2.22 on the official tax map of the City of Newburgh.

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

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

First: Licensor hereby gives to Licensee and Licensee's employees, volunteers, agents and contractors, including but not limited to Four Seasons tree and Landscaping, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 35-37 Broad Street, 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 tree maintenance to property owned by Licensor, including but not limited to trimming branches, removing trees, branches and brush and any and all other work appurtenant thereto.

Second: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

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

Fourth: 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 name Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

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

Sixth: This Agreement and the license or privilege hereby given shall expire and terminate upon the 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, normal wear and tear excepted.

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

ANNE VOLLMER
LICENSEE

By: _____
Anne Vollmer

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JOHN J. ABER
City Comptroller

RESOLUTION NO. _____ - 2015

OF

NOVEMBER 23, 2015

A RESOLUTION TO ADOPT A SALARY AND HIRING FREEZE

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a salary and hiring freeze hereby is declared and no vacancy in any department shall be filled during the continuation of this hiring freeze and that this salary and hiring freeze shall be effective immediately and shall continue until rescinded by resolution of the City Council.