



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
November 14, 2016
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of October 24th, 2016
5. City Manager Update/ Gerente de la Cuidad pone al dia la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Public Hearing for the adoption of the 2017 Budget for the City of Newburgh
Public Hearing to receive comments concerning the adoption of the 2017 Budget for the City of Newburgh. (Katie Mack)

Audiencia Pública para recibir comentarios con respecto a la adopción del Presupuesto del 2017 para la Ciudad de Newburgh. (Katie Mack)

7. Public Comment Period for FY 2017 CDBG
Public Hearing to receive Public Comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2017. (Ellen Fillo)

Audiencia Pública para recibir Comentarios del Publico sobre las acciones propuestas en la Ciudad de Newburgh con respecto al programa de Becas de Desarrollo a los Bloques de la Comunidad del Plan Consolidado para Viviendas y Desarrollo Comunitario para el Año Fiscal 2017. (Ellen Fillo)

Comments from the public regarding the agenda/Comentarios del público con respecto a la agenda

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

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

8. Resolution No. 290 - 2016 - Project Cat Presentation and Resolution to address feral cat issue on Van Cleft Ave

Resolution Authorizing the City Manager to enter into an agreement with Project Cat, Inc. for Feral and Free-Roaming Cat Removal Services as a Pilot Project in an amount not to exceed \$2000.00. (Chief Cameron)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un acuerdo con "Project Cat, Inc." Para servicios de sustracción de gatos salvajes y ambulantes como un proyecto piloto que no exceda \$2000.00.. (Jefe Cameron)

9. Resolution No. 291 - 2016 - Bathymetry Survey of Washington Lake & Brown's Pond

Resolution Authorizing the City Manager to accept a proposal and execute an agreement with Steele Associates Marine Consultants, LLC for Professional Services related to a Bathymetric Survey of Washington Lake and Brown's Pond at a cost of \$23,410.00. (Jason Morris)

Una Resolución Autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "Steele Associates Marine Consultants, LLC" para Servicios Profesionales relacionados con un Estudio Batimétrico del Lago Washington y la Laguna de Brown a un costo de \$23,410.00. (Jason Morris)

10. Resolution No. 292 - 2016 Securitas - Emergency Security Agreement

Resolution Authorizing the City Manager to enter into a Service Agreement with Securitas Security Services to Provide Security Services for City Hall and 123 Grand Street. (Katie Mack)

Una Resolución Autorizando al Gerente de la Ciudad a entrar en un Acuerdo de Servicios con Servicios de Seguridad Securitas para Proporcionar Servicios de Seguridad para la Municipalidad y la 123 de la Calle Grand. (Katie Mack)

11. Resolution No. 293 - 2016 (M) Self Insurance Transfer

Resolution Amending Resolution No: 300-2015, the 2016 Budget for the City of Newburgh, New York to transfer \$199,400.00 within the Self Insurance Fund. (Katie Mack & Michelle Kelson)

Una Resolución Enmendando la Resolución No. 300-2015, el Presupuesto para la Ciudad de Newburgh, Nueva York del 2016 para transferir \$199,400.00 dentro de los Fondos de auto aseguramiento. (Katie Mack y Michelle Kelson)

12. Resolution No. 294 - 2016 - Release of Restrictive Covenants for 101 Liberty Street

A Resolution Authorizing the Execution of a Release of Restrictive Covenants and Right of Re-entry from a Deed issued to Dwelling Group, Inc. to the Premises known as 101 Liberty Street (Section 36, Block 4, Lot 15). (Michelle Kelson)

Una Resolución Autorizando la Ejecución de la Liberación de Clausulas Restrictivas y derecho a reingreso de una escritura emitida a "Dwelling Group, Inc." A las locaciones conocidas como la 101 de la Calle Liberty (Sección 36, Bloque 4, Lote 15). (Michelle Kelson)

13. Resolution No. 295 - 2016 Amending Terms of Sale of 113 & 115 Washington Street

Resolution Amending Resolution No. 190-2016 of July 11, 2016 to Revise the Terms of Sale for the Conveyance of Real Property known as 113 Washington Street (Section 39, Block 3, Lot 8) and 115 Washington Street (Section 39, Block 3, Lot 7) at Private Sale to Zion Newburgh Community Development Corporation. (Michelle Kelson)

Una Resolución Enmendando Resolución No. 190-2016 del 11 de Julio de 2016 para Revisar los términos de Venta para el Traspaso de Bienes Raíces conocidas como la 113 de la Calle Washington (Sección 39, Bloque 3, Lote 8) y la 115 de la Calle Washington (Sección 39, Bloque 3, Lote 7) en una Venta Privada a la Corporación de Desarrollo Comunitario Zion de Newburgh. (Michelle Kelson)

14. Resolution No. 296 -2016 Discharge of Mortgage Instrument for Six Parcels on Dubois Street

Resolution Authorizing the City Manager to Execute a Satisfaction in connection with a Mortgage issued to H.O.G.A.R., Inc. for six Parcels of Real Property located on Dubois Street. (Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad para Ejecutar una Reparación en conexión con una hipoteca emitida a H.O.G.A.R, Inc. Para seis parcelas de Bienes Raíces ubicadas en la Calle Dubois. (Michelle Kelson)

15. Resolution No. 297 - 2016 Purchase of 19 Spring Street

Resolution to Authorize the Conveyance of Real Property known as 19 Spring Street (Section 39, Block 5, Lot 7) at Private Sale to Joseph Fratesi d/b/a Northern Highlife LLC for the amount of \$5,700.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocidas como la 19 de la Calle Spring (Sección 39, Bloque 5, Lote 7) en una Venta Privada a Joseph Fratesi d/b/a Northern Highlife LLC por la cantidad de \$5,700.00. (Deirdre Glenn)

16. Resolution No. 298 - 2016 Purchase of 241 Washington Street

Resolution to Authorize the Conveyance of Real Property known as 241 Washington Street (Section 38, Block 2, Lot 12) at Private Sale to NHS Pennsylvania for the amount of \$1,600.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocidas como la 241 de la Calle Washington (Sección 38, Bloque 2, Lote 12) en una Venta Privada a NHS Pennsylvania por la cantidad de \$1,600.00 (Deirdre Glenn)

17. Resolution No. 299 - 2016 Purchase of 92 Overlook Place

Resolution to Authorize the Conveyance of Real Property known as 92 Overlook Place (Section 45, Block 8, Lot 24) at Private Sale to Kurt Schreiber for the amount of \$45,560.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocidas como la 92 de Overlook Place (Sección 45, Bloque 8, Lote 24) en una Venta Privada a Kurt Schreiber por la cantidad de \$45,560.00. (Deirdre Glenn)

18. Resolution No. 300 - 2016 NYSDOT TAP Grant Application

Resolution Authorizing the City Manager to apply for and accept if awarded a Transportation Alternatives Program Grant in the amount of \$463,000.00 from the New York State Department of Transportation requiring a twenty percent City match. (Deirdre Glenn)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Programa de Transportación Alternativa por la cantidad de \$463,000.00 del Departamento de Transporte del Estado de Nueva York el cual requiere que la Ciudad iguale un veinte por ciento. (Deirdre Glenn)

19. Resolution No. 301 - 2016 AFG Grant

Resolution Authorizing the City Manager to Apply for and Accept if Awarded a Fiscal Year 2016 FEMA Assistance to Firefighters Grant in an amount not to exceed \$975,000.00 with a \$97,500.00 City match for a new aerial ladder truck and a Microgrant in the amount of \$25,000.00 with no City match to replace physical fitness equipment for the City of Newburgh Fire Department (Asst. Chief Terry Ahlers)

Una Resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgado una Subvención de Asistencia para Bomberos de FEMA del Año Fiscal 2016 por una cantidad que no exceda \$975,000.00 con un equivalente por parte de la Ciudad de \$97,500.00 para un nuevo camión con escalera de bomberos y una mini subvención por la cantidad de \$25,000.00 sin ningún equivalente por parte de la Ciudad para reemplazar equipos para ejercicios físicos para el Departamento de Bomberos de la Ciudad de Newburgh. (Asistente de Jefe Terry Ahlers)

20. Resolution No. 302 - 2016 State & Municipal Facilities Program Grant

Resolution Authorizing the City Manager to apply for and accept if awarded a DASNY State and Municipal Facilities Program Grant in an amount not to exceed \$60,000.00 with no City match to purchase a four wheel drive heavy duty tow truck for the City of Newburgh Fire Department (Asst. Chief Terry Ahlers)

Una Resolución Autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Estado DASNY y Programa de Facilidades Municipales por una cantidad que no exceda \$60,000.00 sin ningún equivalente por parte de la Ciudad para comprar un camión grúa con tracción en las cuatro ruedas de servicio pesado para el Departamento de Bomberos de la Ciudad de Newburgh. (Asistente de Jefe Terry Ahlers)

21. Resolution No. 303 - 2016 Electronic Waste Assistance Grant

Resolution Authorizing the City Manager to Apply for and Accept if awarded a New York State Department of Environmental Conservation Electronic Waste Assistance Grant for Municipal E-Waste Assistance. (George Garrison)

Una resolución Autorizando al Gerente de la Ciudad a Solicitar y Aceptar si es otorgado una Subvención de Asistencia del Departamento del Estado de Nueva York para la Conservación del Medio Ambiente de Residuos

*Electrónicos para Asistencia de Residuos Electrónico Municipales.
(George Garrison)*

22. Res. 304 - 2016 Renewal of Contract with MESH Realty for management of City-Owned Rental Property

Resolution Authorizing the City Manager to Execute an Amendment to an Agreement between The City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of Residential Property Management Services.
(Deirdre Glenn and Michelle Kelson)

Una Resolución Autorizando al Gerente de la Ciudad a Ejecutar una Enmienda a un Acuerdo entre la Ciudad de Newburgh y MESH Realty Group, Inc. Para proporcionar la continuación de Servicios de Administración para Propiedades Residenciales. (Deirdre Glenn y Michelle Kelson)

23. Resolution No. 305 - 2016 Appointing Commissioners of Deeds

A Resolution to Appoint Commissioners of Deeds for January 1, 2017 through December 31, 2018. (Michelle Kelson)

Una Resolución para asignar un Comisionado de Escrituras de 1 de enero de 2017 a 31 de diciembre de 2018. (Michelle Kelson)

24. Resolution No. 306 -2016 Deputy Police Chief Position Legislation Clarification

A resolution amending resolution 247-2016 to amend the 2016 personnel analysis book and to clarify the salary of the Deputy Police Chief.
(Michael Ciaravino)

Resolución No. 306-2016 Clarificación de la Legislación del Puesto de Sub-Jefe de Policía. *(Michael Ciaravino)*

25. Resolution No. 307 -2016

A Resolution To Authorize and Accept \$175,000.00 as a Settlement in the matter of City of Newburgh V. William J. Hauser, P.E. and McGoey, Hauser, and Edsall Consulting Engineers, P.C. (Michelle Kelson)

Una resolución para Autorizar y Aceptar \$175,000.00 como un acuerdo en el tema de la Ciudad de Newburgh V. William Hauser, P.E. y McGoey, Hause y Edsall Consulting Engineers, P.C. (Michelle Kelson)

26. Resolution No. 308 - 2016

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index nos. 6016-2015 and 5115-2016 involving section 43 block 1 lot 44.2 (C & G Properties of Newburgh, Inc.) (Michelle Kelson)

Una resolución aprobando la orden de consentimiento y autorizado al Gerente de la Ciudad a firmar dicha orden de consentimiento en conexión con los procedimientos de certiorari de impuestos en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual lleva los Números de Índice del Condado de Orange 6016-2015 y 5115-2016 involucrando sección 43 bloque 1lote 44.2 (C & G Propiedades de Newburgh, Inc.) (Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Public Comments Regarding General Matters of City Business

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 290 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH PROJECT CAT, INC. FOR FERAL AND FREE-ROAMING
CAT REMOVAL SERVICES AS A PILOT PROJECT
IN AN AMOUNT NOT TO EXCEED \$2,000.00**

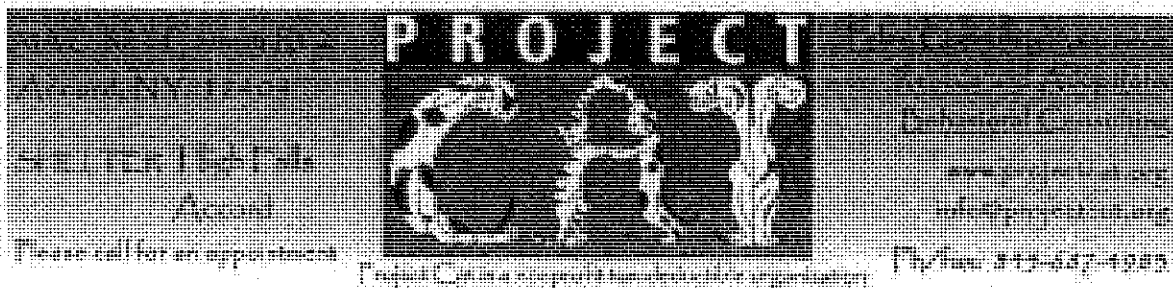
WHEREAS, the City of Newburgh has received complaints regarding feral and free-roaming cats on Van Cleft Avenue; and

WHEREAS, Project Cat, Inc. has submitted a proposal to provide removal services related to such cats which are unwanted and causing problems in the neighborhood; and

WHEREAS, the proposal includes a fee of \$45.00 per cat that is live-trapped and removed and \$45.00 per round trip per vehicle per day to set up and check live-traps with the funding for the cost of such services to be derived from A.3510.0448; and

WHEREAS, this Council has reviewed the proposal with Project Cat, Inc. and has determined that accepting such proposal as a pilot project in an amount not to exceed \$2,000.00 would be in the best interests of the City of Newburgh, its citizens and the animals alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into an agreement with Project Cat, Inc. in an amount not to exceed \$2,000.00 to provide feral and free-roaming cat removal services as a pilot project which are causing problems in the area of Van Cleft Avenue in the City of Newburgh.



Funding Proposal to the City of Newburgh

Submitted by Project Cat, Inc

8 February 2016

Gail Mihocko, Director

Ph/fx: 845-687-4983 cell: 845-750-5433

Purpose: To request funding from the City of Newburgh for providing a public service for removing feral and unowned free-roaming cats where they are unwanted or causing problems in neighborhoods.

Location: This request is specifically for the address of 14 Van Cleft Ave, Newburgh, NY and any adjoining neighboring properties onto which the cats are wandering and causing problems. It is our understanding that the cats in this area originated from this property.

Goal: To humanely live trap all of the feral and unowned free-roaming cats at 14 Van Cleft Ave and surrounding properties on which these cats wander and may have taken up residence.

Number of Cats: We don't know exactly how many cats are loose on the property. According to the home owner who currently feeds them there are approximately 40 cats. There may be more as some cats often stay on the perimeter and out of sight and only come out after dark. Initially we were told there may be as many as 70. We won't know until we start live-trapping. The cats that I saw when I visited 21 January 2016 with Lieutenant Richard Carrion did not have ear clips indicating they were not sterilized and therefore would be breeding at this time of year.

Amount Requested: We are requesting a donation fee of \$45 per cat that we live-trap and remove from the property and \$45 for each round trip per vehicle per day that we make to set up and check traps. Funding would help defray costs incurred to employees/volunteers for automobile expense/fuel, travel time, and costs for humane euthanasia and cremation. If we feel any cats might be healthy and adoptable we may take them into our shelter for adoption.

Sample Fee Structure:	12 traps set and 10 cats live trapped in one day:	$10 \times \$45 = \450
	1 round trip/2 vehicles to set and check traps:	\$ 90
	Total	\$540

Funding Proposal to the City of Newburgh (page 2)

Plan of Action:

1. We will start humanely live-trapping as soon as we receive permission from the City of Newburgh.
2. Once we start live trapping we will continue to trap regularly to complete removal as quickly as possible. As we start to live-trap, some of the cats at 14 Van Cleft Ave may leave the property because of the disturbance and we may ask permission from neighbors to allow us to trap on their property as some of the cats move around.
3. We have met with the property owner and have permission to live trap on the property. We will consult with the property owner to withhold food from cats on days we are planning to live-trap and ask him to continue feeding cats on days we are unable to trap so as to keep the cats on the property and in the area.

Background on Project Cat: Project Cat was established in March 2002 as a nonprofit cat shelter to help with Ulster County's overwhelming stray and feral cat population. Our mission is to provide assistance to homeless cats and to ultimately find life-long homes for them or to provide humane euthanasia when there is no other option. We are located in High Falls/Accord.

Our organization is unique in that we travel into the community to pick up cats from people who have no transportation, are elderly, or otherwise have no means with which to bring cats to our shelter. Limited funding and employees limits the numbers of requests to which we can respond. We focus, therefore, on cases where cats are suffering due to neglect from improper care, lack of necessary medical assistance, situations where no action has been taken to spay or neuter resulting in uncontrolled breeding and hoarding cases where large numbers of cats are kept inhumanely in unsanitary and crowded conditions.

We work throughout Ulster County with a focus on the southern part of the county as there are no other shelters providing help in this area. We are funded solely by private donations, fundraisers, adoption fees, small grants from Community Foundations of the Hudson Valley and the private Bea Binger foundation. When our help is requested we are sometimes reimbursed for costs incurred but often times not and we incur the cost which can be a burden.

All the towns in Ulster County have Animal Control Officers however, they are only obligated to respond to calls about dogs. None provide any cat control despite the numbers of cats far exceeding the numbers of dogs. Ulster County has no municipal shelter that accepts all stray animals and the work and burden of costs to help cats fall on private shelters or individuals who themselves have no obligation to help and can pick and choose their cases.

Domestic cats are a controversial and world-wide issue

The domestic cat, *Felis catus*, is a much beloved pet world wide. However, it is a domesticated animal meaning it is not native to any habitat and is therefore an introduced species and has now become an invasive species in most habitats. Lax regulations, no mandatory spaying/neutering laws, no licensing requirements, allowing cats to wander freely outdoors and irresponsible pet ownership have led to a world-wide cat overpopulation with compounding problems. This overpopulation has led to millions of cats being euthanized at shelters annually in the United States alone.

In an effort to reduce euthanasia rates, shelters are abandoning euthanasia as a means of population control and becoming "no-kill" shelters without having an alternative *effective* plan in place. In place of euthanasia, a multitude of "rescue" organizations have sprouted to take in cats (and dogs) that are turned away at shelter doors. These rescues and "no-kill" shelters take part in cat programs such as Trap-Neuter-Release/Trap-Neuter-Return (TNR), as well as other forms of TNR including Shelter-Neuter-Return (SNR), Return-To-Field (RTF), barn cat 'programs' and 'community cat' management which allows the cats to be re-abandoned after neutering so they don't continue to reproduce.

All of these programs are fraught with problems. It is impossible to sterilize all the free-roaming cats and as a result the ones that are not captured continue to reproduce at a rapid rate. The programs still continue to allow homeless or feral cats to live outdoors where they suffer from fleas and flea allergies, ticks, ear mites, intestinal parasites, upper respiratory viruses, urinary tract infections and blockages to name a few. They will eventually succumb to an unpleasant death by car hits, dog attacks, disease, infection, exposure, poisoning, cruelty by humans and so many other tragedies that await the outdoor cat.

Cats are responsible for spreading a multitude of diseases and parasites. As their numbers increase outdoors so does the spread of zoonotic organisms such as rabies, toxoplasmosis (spread via cat feces in soil) and Bartonella (cat scratch fever spread by fleas) to name a few. These affect not only human but other domestic and wild animals also. Contagious diseases like feline leukemia, feline aids (FIV) and FIP are specific to cats but are usually fatal and cause great distress.

In addition, cats are predators and instinctually hunt small mammals, birds, reptiles and any small creature that moves and entices them. They hunt regardless of their being fed by humans. With our need to protect and revitalize habitat to which humans have caused so much damage including introducing the domestic cat, it is up to us to remedy the problem and do what is necessary to protect our environment and native wildlife species all of which are crucial for the health of the planet.

No other domestic animal, including dogs, are granted this status of being allowed to roam freely with no laws to restrict their movement to private property or to be leashed, contained indoors or monitored through licensing.

Funding Proposal to the City of Newburg (page 4)

With the practice of more and more organizations nationwide redefining themselves as "no-kill" shelters the numbers of cats that are turned away by shelters because they are over-filled with cats is increasing and the situations such as at Van Cleft Ave are becoming more numerous, out of control and difficult to keep up with.

New York State TNR Bill vetoed by Governor Cuomo

On 27 October 2015, Governor Cuomo courageously vetoed a bill that would have diverted state funds away from low cost spay/neuter meant to assist with family owned pets to neutering and releasing cats into the wild. This was a victory for anyone concerned for the welfare of feral and free-roaming cats and for the health of our environment.

The following is the veto from Governor Cuomo:

VETO MESSAGE - No. 203

TO THE ASSEMBLY:

I am returning herewith, without my approval, the following bill:

Assembly Bill Number 2778, entitled:

"AN ACT to amend the agriculture and markets law, in relation to community based initiatives for the purpose of trapping, neutering, vaccinating and returning feral cats to the area from which they were trapped"

This bill would allow for the diversion of up to twenty percent of the State's Animal Population Control Program Fund (APCPF) to be used for community-based initiatives to trap, spay, neuter, vaccinate, and return feral cats to the area where they were found. Such programs are referred to as Trap Neuter and Release (TNR) programs.

Although the goal of this bill is laudable, it is problematic for several reasons. First, I cannot support diverting APCPF funds from existing programs that have already proven effective for humanely controlling feral cat populations. Second, a central tenant of TNR programs is the release of feral cats into the wild. However, that conflicts directly with Agriculture and Markets Law section 374(5), which makes the release of such animals a misdemeanor offense, and would create uncertainty as to the legality of releasing trapped animals. Third, the prevailing science suggests that TNR programs are not guaranteed to reduce feral cat populations, and, even if they do, may take many more years to do so than existing programs. Finally, the return of feral cats to the wild must be balanced against the impacts these cats can have on wildlife, including on threatened and endangered species, habitats, and food sources for native predators. I am therefore constrained to veto this bill.

The bill is disapproved. (signed) ANDREW M. CUOMO

Funding Proposal to the City of Newburg (page 5)

Additional sources of information

There is a wealth of information and discussions actively taking place worldwide and am including just a very few that have good overall facts.

I have included the following as PDF attachments:

Nuisances and welfare of free-roaming cats in urban settings and their association with cat reproduction.pdf

Zoonotic Disease Associated With Free-roaming Cats Gerhold2013.pdf

Impacts Of Free-Ranging Domestic Cats.pdf

These are web addresses that can be accessed for more information:

<http://www.takepart.com/article/2014/03/31/sorry-cat-lovers-trap-neuter-release-flat-out-doesnt-work>

<http://www.tnrfactcheck.org/>

<http://tnrrealitycheck.com/>

MAIL: 571 County Rt 2 Accord, NY 12404 SHELTER: High Falls Accord Please call for an appointment		PROJECT Feline Community Assistance Rescue and Adoptions Behavioral Consulting www.projectcat.org info@projectcat.org Ph/fax: 845-687-4983
--	--	--

Project Cat is a nonprofit tax-deductible organization

Funding Proposal to the City of Newburgh

Submitted by Project Cat, Inc
Gail Mihocko, Director
Ph/fx: 845-687-4983 cell: 845-750-5433

8 February 2016

Purpose: To request funding from the City of Newburgh for providing a public service for removing feral and unowned free-roaming cats where they are unwanted or causing problems in neighborhoods.

Location: This request is specifically for the address of 14 Van Cleft Ave, Newburgh, NY and any adjoining neighboring properties onto which the cats are wandering and causing problems. It is our understanding that the cats in this area originated from this property.

Goal: To humanely live trap all of the feral and unowned free-roaming cats at 14 Van Cleft Ave and surrounding properties on which these cats wander and may have taken up residence.

Number of Cats: We don't know exactly how many cats are loose on the property. According to the home owner who currently feeds them there are approximately 40 cats. There may be more as some cats often stay on the perimeter and out of sight and only come out after dark. Initially we were told there may be as many as 70. We won't know until we start live-trapping. The cats that I saw when I visited 21 January 2016 with Lieutenant Richard Carrion did not have ear clips indicating they were not sterilized and therefore would be breeding at this time of year.

Amount Requested: We are requesting a donation fee of \$45 per cat that we live-trap and remove from the property and \$45 for each round trip per vehicle per day that we make to set up and check traps. Funding would help defray costs incurred to employees/volunteers for automobile expense/fuel, travel time, and costs for humane euthanasia and cremation. If we feel any cats might be healthy and adoptable we may take them into our shelter for adoption.

Sample Fee Structure:	12 traps set and 10 cats live trapped in one day:	$10 \times \$45 = \450
	1 round trip/2 vehicles to set and check traps:	\$ 90
	Total	\$540

Funding Proposal to the City of Newburgh (page 2)

Plan of Action:

1. We will start humanely live-trapping as soon as we receive permission from the City of Newburgh.
2. Once we start live trapping we will continue to trap regularly to complete removal as quickly as possible. As we start to live-trap, some of the cats at 14 Van Cleft Ave may leave the property because of the disturbance and we may ask permission from neighbors to allow us to trap on their property as some of the cats move around.
3. We have met with the property owner and have permission to live trap on the property. We will consult with the property owner to withhold food from cats on days we are planning to live-trap and ask him to continue feeding cats on days we are unable to trap so as to keep the cats on the property and in the area.

Background on Project Cat: Project Cat was established in March 2002 as a nonprofit cat shelter to help with Ulster County's overwhelming stray and feral cat population. Our mission is to provide assistance to homeless cats and to ultimately find life-long homes for them or to provide humane euthanasia when there is no other option. We are located in High Falls/Accord.

Our organization is unique in that we travel into the community to pick up cats from people who have no transportation, are elderly, or otherwise have no means with which to bring cats to our shelter. Limited funding and employees limits the numbers of requests to which we can respond. We focus, therefore, on cases where cats are suffering due to neglect from improper care, lack of necessary medical assistance, situations where no action has been taken to spay or neuter resulting in uncontrolled breeding and hoarding cases where large numbers of cats are kept inhumanely in unsanitary and crowded conditions.

We work throughout Ulster County with a focus on the southern part of the county as there are no other shelters providing help in this area. We are funded solely by private donations, fundraisers, adoption fees, small grants from Community Foundations of the Hudson Valley and the private Bea Binger foundation. When our help is requested we are sometimes reimbursed for costs incurred but often times not and we incur the cost which can be a burden.

All the towns in Ulster County have Animal Control Officers however, they are only obligated to respond to calls about dogs. None provide any cat control despite the numbers of cats far exceeding the numbers of dogs. Ulster County has no municipal shelter that accepts all stray animals and the work and burden of costs to help cats fall on private shelters or individuals who themselves have no obligation to help and can pick and choose their cases.

Domestic cats are a controversial and world-wide issue

The domestic cat, *Felis catus*, is a much beloved pet world wide. However, it is a domesticated animal meaning it is not native to any habitat and is therefore an introduced species and has now become an invasive species in most habitats. Lax regulations, no mandatory spaying/neutering laws, no licensing requirements, allowing cats to wander freely outdoors and irresponsible pet ownership have led to a world-wide cat overpopulation with compounding problems. This overpopulation has led to millions of cats being euthanized at shelters annually in the United States alone.

In an effort to reduce euthanasia rates, shelters are abandoning euthanasia as a means of population control and becoming “no-kill” shelters without having an alternative *effective* plan in place. In place of euthanasia, a multitude of “rescue” organizations have sprouted to take in cats (and dogs) that are turned away at shelter doors. These rescues and “no-kill” shelters take part in cat programs such as Trap-Neuter-Release/Trap-Neuter-Return (TNR), as well as other forms of TNR including Shelter-Neuter-Return (SNR), Return-To-Field (RTF), barn cat ‘programs’ and ‘community cat’ management which allows the cats to be re-abandoned after neutering so they don’t continue to reproduce.

All of these programs are fraught with problems. It is impossible to sterilize all the free-roaming cats and as a result the ones that are not captured continue to reproduce at a rapid rate. The programs still continue to allow homeless or feral cats to live outdoors where they suffer from fleas and flea allergies, ticks, ear mites, intestinal parasites, upper respiratory viruses, urinary tract infections and blockages to name a few. They will eventually succumb to an unpleasant death by car hits, dog attacks, disease, infection, exposure, poisoning, cruelty by humans and so many other tragedies that await the outdoor cat.

Cats are responsible for spreading a multitude of diseases and parasites. As their numbers increase outdoors so does the spread of zoonotic organisms such as rabies, toxoplasmosis (spread via cat feces in soil) and Bartonella (cat scratch fever spread by fleas) to name a few. These affect not only human but other domestic and wild animals also. Contagious diseases like feline leukemia, feline aids (FIV) and FIP are specific to cats but are usually fatal and cause great distress.

In addition, cats are predators and instinctually hunt small mammals, birds, reptiles and any small creature that moves and entices them. They hunt regardless of their being fed by humans. With our need to protect and revitalize habitat to which humans have caused so much damage including introducing the domestic cat, it is up to us to remedy the problem and do what is necessary to protect our environment and native wildlife species all of which are crucial for the health of the planet.

No other domestic animal, including dogs, are granted this status of being allowed to roam freely with no laws to restrict their movement to private property or to be leashed, contained indoors or monitored through licensing.

Funding Proposal to the City of Newburg (page 4)

With the practice of more and more organizations nationwide redefining themselves as "no-kill" shelters the numbers of cats that are turned away by shelters because they are over-filled with cats is increasing and the situations such as at Van Cleft Ave are becoming more numerous, out of control and difficult to keep up with.

New York State TNR Bill vetoed by Governor Cuomo

On 27 October 2015, Governor Cuomo courageously vetoed a bill that would have diverted state funds away from low cost spay/neuter meant to assist with family owned pets to neutering and releasing cats into the wild. This was a victory for anyone concerned for the welfare of feral and free-roaming cats and for the health of our environment.

The following is the veto from Governor Cuomo:

VETO MESSAGE - No. 203

TO THE ASSEMBLY:

I am returning herewith, without my approval, the following bill:

Assembly Bill Number 2778, entitled:

"AN ACT to amend the agriculture and markets law, in relation to community based initiatives for the purpose of trapping, neutering, vaccinating and returning feral cats to the area from which they were trapped"

This bill would allow for the diversion of up to twenty percent of the State's Animal Population Control Program Fund (APCPF) to be used for community-based initiatives to trap, spay, neuter, vaccinate, and return feral cats to the area where they were found. Such programs are referred to as Trap Neuter and Release (TNR) programs.

Although the goal of this bill is laudable, it is problematic for several reasons. First, I cannot support diverting APCPF funds from existing programs that have already proven effective for humanely controlling feral cat populations. Second, a central tenant of TNR programs is the release of feral cats into the wild. However, that conflicts directly with Agriculture and Markets Law section 374(5), which makes the release of such animals a misdemeanor offense, and would create uncertainty as to the legality of releasing trapped animals. Third, the prevailing science suggests that TNR programs are not guaranteed to reduce feral cat populations, and, even if they do, may take many more years to do so than existing programs. Finally, the return of feral cats to the wild must be balanced against the impacts these cats can have on wildlife, including on threatened and endangered species, habitats, and food sources for native predators. I am therefore constrained to veto this bill.

The bill is disapproved. (signed) ANDREW M. CUOMO

Funding Proposal to the City of Newburg (page 4)

With the practice of more and more organizations nationwide redefining themselves as "no-kill" shelters the numbers of cats that are turned away by shelters because they are over-filled with cats is increasing and the situations such as at Van Cleft Ave are becoming more numerous, out of control and difficult to keep up with.

New York State TNR Bill vetoed by Governor Cuomo

On 27 October 2015, Governor Cuomo courageously vetoed a bill that would have diverted state funds away from low cost spay/neuter meant to assist with family owned pets to neutering and releasing cats into the wild. This was a victory for anyone concerned for the welfare of feral and free-roaming cats and for the health of our environment.

The following is the veto from Governor Cuomo:

VETO MESSAGE - No. 203

TO THE ASSEMBLY:

I am returning herewith, without my approval, the following bill:

Assembly Bill Number 2778, entitled:

"AN ACT to amend the agriculture and markets law, in relation to community based initiatives for the purpose of trapping, neutering, vaccinating and returning feral cats to the area from which they were trapped"

This bill would allow for the diversion of up to twenty percent of the State's Animal Population Control Program Fund (APCPF) to be used for community-based initiatives to trap, spay, neuter, vaccinate, and return feral cats to the area where they were found. Such programs are referred to as Trap Neuter and Release (TNR) programs.

Although the goal of this bill is laudable, it is problematic for several reasons. First, I cannot support diverting APCPF funds from existing programs that have already proven effective for humanely controlling feral cat populations. Second, a central tenant of TNR programs is the release of feral cats into the wild. However, that conflicts directly with Agriculture and Markets Law section 374(5), which makes the release of such animals a misdemeanor offense, and would create uncertainty as to the legality of releasing trapped animals. Third, the prevailing science suggests that TNR programs are not guaranteed to reduce feral cat populations, and, even if they do, may take many more years to do so than existing programs. Finally, the return of feral cats to the wild must be balanced against the impacts these cats can have on wildlife, including on threatened and endangered species, habitats, and food sources for native predators. I am therefore constrained to veto this bill.

The bill is disapproved. (signed) ANDREW M. CUOMO

Additional sources of information

There is a wealth of information and discussions actively taking place worldwide and am including just a very few that have good overall facts.

I have included the following as PDF attachments:

Nuisances and welfare of free-roaming cats in urban settings and their association with cat reproduction.pdf

Zoonotic Disease Associated With Free-roaming Cats Gerhold2013.pdf

Impacts Of Free-Ranging Domestic Cats.pdf

These are web addresses that can be accessed for more information:

<http://www.takepart.com/article/2014/03/31/sorry-cat-lovers-trap-neuter-release-flat-out-doesnt-work>

<http://www.tnrfactcheck.org/>

<http://tnrrealitycheck.com/>

RESOLUTION NO.: ²⁹¹_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
STEELE ASSOCIATES MARINE CONSULTANTS, LLC FOR PROFESSIONAL
SERVICES RELATED TO A BATHYMETRIC SURVEY OF
WASHINGTON LAKE AND BROWNS POND AT A COST OF \$23,410.00**

WHEREAS, the City of Newburgh needs to determine the storage capacity of Washington Lake and Brown's Pond; and

WHEREAS, a bathymetric survey will develop 1-foot contours describing the underwater topography of each reservoir and allow the development of a stage-storage chart which correlates to each foot of reservoir depth to a known storage capacity; and

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Steele Associates Marine Consultants, LLC for professional services related to a bathymetric survey of Washington Lake and Browns Pond; and

WHEREAS, the cost for such professional services will be \$23,410.00 and funding shall be derived from F.8320.0448.0001; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Steele Associates Marine Consultants, LLC for professional services related to a bathymetric survey of Washington Lake and Browns Pond at a cost of \$23,410.00.

Steele Associates Marine Consultants, LLC
94 Gifford Street
Falmouth, MA 02540
Phone: 508 540-0001
Fax: 508 374-0405
info@steeleassociates.net

*** * * * * P R O P O S A L * * * * ***
*** S C O P E O F S E R V I C E S ***

City of Newburgh
Attention: Jason Morris
83 Broadway
Newburgh, New York 12550
Phone: (845) 569-7448
Fax: (845) 569-7349

October 21, 2016

Subject: Brown's Pond and Washington Lake Hydrographic Survey Proposal, Rev.
10/21/16

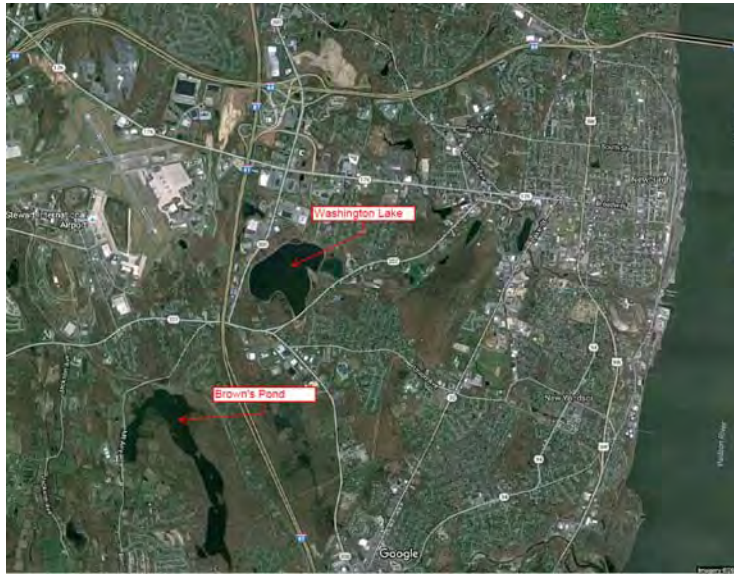
Dear Mr. Morris:

Steele Associates Marine Consultants, LLC (SAMC) is pleased to submit the following proposal and scope for hydrographic surveying services to City of Newburgh (the City) for bathymetric survey of Brown's Pond and Washington Lake reservoirs.

WORK STATEMENT AND RATES

- A.** Perform (1) single beam bathymetric survey of Brown's Pond and Washington Lake reservoirs, including the four small lagoons which are separated from the main water bodies. Elevations shall reference the the Top of Dam, and Intake House Floor as directed by the City Engineer. Survey transects shall be performed at a minimum of 100-ft intervals. Due to low water levels, the exposed shoreline shall be surveyed using a laser scanner. The field survey is expected to take 3-4 days to complete, with an additional ten days required for data processing and data product generation. Deliverables to include contour mapping at 1-ft intervals, data points in ASCII text and AutoCAD format, and water volume storage capacity table calculated for each reservoir - **\$23,410**

Figure 1:



EQUIPMENT SPECIFICATIONS

A 15-ft aluminum johnboat with a 6-hp four-stroke motor will be used for surveying operations.

Horizontal positioning and water surface elevation will be determined using a Trimble SPS855 RTK and NYS DOT corrections. Single beam bathymetric surveys will be performed using an Odom Echotrac survey fathometer with 200 kHz, 3° transducer. Shoreline topographic surveys will be performed using a Velodyne VLP-16 laser with a Coda F175 inertial measurement unit.

Data will be logged using Hypack 2016 data acquisition software. Processing and generation of data products will be performed using Hypack and AutoCAD.

ASSUMPTIONS

It is understood the City (or its designee) will provide SAMC with clean copies of appropriate documents and digital background files for review, planning, and file preparation. Additional assumptions include the following:

1. Our professional liability, by error or omission is limited to the amount of the services provided under this contract.
2. Reasonable access for a 15-ft aluminum boat is required. Additional costs may apply if it is necessary to survey by other means.
3. This proposal is valid for 60 days.

SCHEDULE AND PAYMENTS

Work for this effort can begin after receipt of authorization from the City. SAMC, working in close coordination with the City, will develop a mutually agreed upon projected schedule for timely field survey events.

INVOICING

Should the City decide to expand the scope of services, additional labor will be based on an hourly rate of \$85.00. Materials and travel are charged at direct cost plus 5%. Invoices not paid within 30 days are subject to an interest charge of 1.5%.

If this is agreeable to the City, please indicate by authorization signature and return a signed copy of this document. If you have any questions please call me at (508) 540-0001, Fax (508) 374-0405, or via email at eric@steeleassociates.net. I look forward to your reply.

Respectfully submitted by,

A handwritten signature in dark ink, appearing to read "Eric M. Steele".

Eric M. Steele, President

Steele Associates Marine Consultants, LLC
94 Gifford Street
Falmouth, MA 02540
Phone: 508 540-0001
Fax: 508 374-0405
info@steeleassociates.net

*** * * AUTHORIZATION TO PROCEED * * ***

The City of Newburgh approves the proposed work identified in the above scope of services and permission is granted to initiate planning for the single beam bathymetric surveys of Brown's Pond and Washington Lake reservoirs.

Signed:_____ Date:_____

Printed Name:_____.

RESOLUTION NO.: 292 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC.
TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

WHEREAS, by Resolution No. 225-2016 of September 12, 2014, the City Council of the City of Newburgh, New York authorized the City Manager to enter into a Renewal Agreement with PEC Group of New York, to continue to provide security services at City Hall and 123 Grand Street; and

WHEREAS, PEC Group of New York notified the City that it would be unable to continue to provide security service to the City after October 28, 2016; and

WHEREAS, Securitas Security Services USA, Inc. provides security services to New York State and is a qualified vendor with the New York State Office of General Services which is authorized to issue centralized, statewide contracts for use by New York State agencies and political subdivisions, schools and libraries authorized by law to participate in such contracts; and

WHEREAS, the City of Newburgh is a political subdivision authorized by law to participate in contracts procured by the New York State Office of General Services and identified Securitas Security Services USA, Inc. as a vendor capable of providing security services to the City of Newburgh by ensuring continuity in essential City services and agreed to honor the hourly rates from the City's prior vendor for a period of 90 days after which a small increase to the New York State contract rate applicable to Orange County will be effective; and

WHEREAS, this Council finds that approving the Agreement with Securitas Security Services USA, Inc. for security services at City Hall and 123 Grand Street is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an Agreement with Securitas Security Services USA, Inc., in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.

Securitas Security Services Region Award and NYS Pricing Summary

Regions Awarded

The table below indicates regions Securitas Security Services has been awarded.

	1	2	3	4	5
Primary Contractor		X	X	X	
Secondary Contractor					

The Primary Contractor shall be engaged by the Authorized User when a need for service occurs. If the Primary Contractor performance is found to be deficient or non-compliant based on the process outlined in Appendix E, #7 - Performance Standards and Consequences of Contractor Non-Compliance with Performance Levels, then the Secondary Contractor would become the Primary Contractor. Accordingly, this status is subject to change in accordance with the contractual terms.

Region Detail

Counties included in each region are below.

2	3	4
Broome	Allegany	Clinton
Chenango	Cattaraugus	Essex
Cortland	Cayuga	Franklin
Delaware	Chautauqua	Fulton
Madison	Chemung	Hamilton
Montgomery	Erie	Herkimer
Onondaga	Genesee	Jefferson
Orange	Livingston	Lewis
Otsego	Monroe	Oneida
Putnam	Niagara	Oswego
Schoharie	Ontario	Saratoga
Sullivan	Orleans	St. Lawrence
	Schuyler	Warren
	Seneca	Washington
	Steuben	
	Tioga	
	Tompkins	
	Wayne	
	Wyoming	
	Yates	

Contract Pricing

Prevailing Wage Markup (to determine the Bill rate add prevailing wage plus supplemental benefits multiplied by the percent of mark up)

The below tables indicates the prevailing wage markup for Level 1 and Level 2 guards for each region.

LEVEL 1	2	3	4
Percent of mark up	23.60%	23.60%	23.60%

Level 2 Pay Rate

A prevailing wage does not exist for Level 2 Security Guards, therefore each supplier has set their own Level 2 pay rates through the RFP process (Update 7-1-2016)

Region	County	Level 2 Pay Rate	Mark-Up %	NYS Bill Rate
2	Broome	\$ 21.08	23.60%	\$ 26.05
2	Chenango	\$ 18.32	23.60%	\$ 22.64
2	Cortland	\$ 18.77	23.60%	\$ 23.20
2	Delaware	\$ 18.32	23.60%	\$ 22.64
2	Madison	\$ 18.77	23.60%	\$ 23.20
2	Montgomery	\$ 17.86	23.60%	\$ 22.07
2	Onondaga	\$ 22.30	23.60%	\$ 27.56
2	Orange	\$ 15.73	23.60%	\$ 19.44
2	Otsego	\$ 17.86	23.60%	\$ 22.07
2	Putnam	\$ 15.83	23.60%	\$ 19.57
2	Schoharie	\$ 17.86	23.60%	\$ 22.07
2	Sullivan	\$ 15.83	23.60%	\$ 19.57
3	Allegany	\$ 15.94	23.60%	\$ 19.70
3	Cattaraugus	\$ 15.94	23.60%	\$ 19.70
3	Cayuga	\$ 18.77	23.60%	\$ 23.20
3	Chautauqua	\$ 15.94	23.60%	\$ 19.70
3	Chemung	\$ 18.32	23.60%	\$ 22.64
3	Erie	\$ 16.09	23.60%	\$ 19.89
3	Genesee	\$ 15.59	23.60%	\$ 19.27
3	Livingston	\$ 15.59	23.60%	\$ 19.27
3	Monroe	\$ 18.32	23.60%	\$ 22.65
3	Niagara	\$ 15.94	23.60%	\$ 19.70
3	Ontario	\$ 15.59	23.60%	\$ 19.27
3	Orleans	\$ 17.43	23.60%	\$ 21.54
3	Schuyler	\$ 19.86	23.60%	\$ 24.55
3	Seneca	\$ 17.43	23.60%	\$ 21.54
3	Steuben	\$ 19.86	23.60%	\$ 24.55
3	Tioga	\$ 19.86	23.60%	\$ 24.55
3	Tompkins	\$ 19.86	23.60%	\$ 24.55
3	Wayne	\$ 17.43	23.60%	\$ 21.54
3	Wyoming	\$ 17.43	23.60%	\$ 21.54
3	Yates	\$ 17.43	23.60%	\$ 21.54
4	Clinton	\$ 16.40	23.60%	\$ 20.27
4	Essex	\$ 16.83	23.60%	\$ 20.80
4	Franklin	\$ 16.83	23.60%	\$ 20.80
4	Fulton	\$ 19.75	23.60%	\$ 24.41
4	Hamilton	\$ 16.83	23.60%	\$ 20.80
4	Herkimer	\$ 19.75	23.60%	\$ 24.41
4	Jefferson	\$ 23.37	23.60%	\$ 28.89
4	Lewis	\$ 16.83	23.60%	\$ 20.80
4	Oneida	\$ 20.92	23.60%	\$ 25.86
4	Oswego	\$ 20.94	23.60%	\$ 25.88
4	Saratoga	\$ 18.05	23.60%	\$ 22.31
4	St. Lawrence	\$ 21.34	23.60%	\$ 26.38
4	Warren	\$ 18.05	23.60%	\$ 22.31
4	Washington	\$ 18.05	23.60%	\$ 22.31

Cost per Employee for Additional Requirements/Training (One time charge per employee trained or per exam)

Region	Service Type					
		CPR	AED	OSHA	HIPPA	Medical Exams
2	Level 1	\$100.42	\$25.11	\$25.11	\$25.11	\$45.00
	Level 2	\$102.13	\$25.53	\$25.53	\$25.53	\$45.00
3	Level 1	\$96.26	\$24.06	\$24.06	\$24.06	\$45.00
	Level 2	\$97.96	\$24.49	\$24.49	\$24.49	\$45.00
4	Level 1	\$94.55	\$23.63	\$23.63	\$23.63	\$45.00
	Level 2	\$97.96	\$24.06	\$24.06	\$24.06	\$45.00

Daily Vehicle Cost Per Vehicle

Upon Authorized User's request, requirements may include vehicles. In such cases, the vehicle prices below will be used and considered all-inclusive (daily vehicle expense, insurance, gas, repairs and maintenance, etc.)

	2	3	4
Daily Vehicle Costs	\$31.17	\$31.17	\$31.17

Volume Discounts

At the end of year one, the Contractor will provide to NYS the total annual spend from all Authorized Users. If a Contractor's total annual spend with NYS in year one exceeds any of the thresholds listed below, the proposed percentage (%) discount will be applied to the remaining contract years mark-up percentages for all Authorized Users. These discounts will be applied by taking the proposed original mark-up and subtracting the discount offered to equal the new mark-up percentage for the remaining life of the contract.

	\$0 - \$2.5M	\$2.6M - \$5M	\$5.1M - \$7.5M	\$7.6M - \$10M	>\$10.1M
% Discount off remaining years Mark-up %	0%	0%	0%	0%	0%



Local Company Office Information

Street: 108 Mill Plain Road
City, State, Zip: Danbury, CT. 06811
Phone: 203-743-4485 Fax: 203-743-9843
Office ID #:06070

Client Service Address

Name: City of Newburgh
Street: 83 Broadway - 4th Floor
City, State, Zip: Newburgh, NY 12550
Contact Name/Title: Dan Cameron/Chief of Police
Phone: (845) 561-3131 Fax:

Contract #:
SECURITY SERVICES AGREEMENT ("Agreement") between
City of Newburgh ("Client")
and Securitas Security Services USA, Inc. ("Company") is dated as of
October 30th, 2016 ("Effective Date"), and the parties agree as follows:

Client Billing and Notification Address

Name: City of Newburgh
Street: 83 Broadway - 4th Floor
City, State, Zip: Newburgh, NY 12550
Contact Name/Title: Dan Cameron/Chief of Police
Phone: (845) 561-3131 Fax:

For services ("Services") provided by Company, Client will pay the Service Fee below, plus all applicable (i) sales, use and similar taxes, (ii) interest, and (iii) penalties. Services are as specified (i) in any agreed-upon post orders or scope of work (collectively, "Scope of Work"), and (ii) below.

☒ On-Site Guarding (HPW: 80) ☐ Remote Guarding ☐ Mobile Guarding (Patrol) ☐ Mobile Guarding (Alarm Response)

Description of Services/Equipment: one officer at each of these locations:

City Hall
83 Broadway
Newburgh, NY 12550

Municipal Bldg
123 Grand Street
Newburgh, NY 12550

Duties as defined in post orders which are predominantly access control

Hourly bill rate is \$21.95 Holiday bill rate is \$32.92

Service Fee (billed bi-weekly): \$

If no Service Fee is indicated, the Service Fee will be considered any rates or fees to be paid by Client for Services, including, without limitation, hourly rates, fees for vehicles and equipment, etc. The Service Fee does not include coverage for labor disputes, civil disorder, national disaster, or other similar emergency situations. Also, higher overtime rates will apply to the following: all work according to applicable laws and regulations; extended shifts or hours performed at the request of Client; additional personnel or hours requested by Client with less than 72 hours' notice, but only for the first 72 hours; additional personnel or hours requested by Client for special occasions or temporary or short durations; and work on New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving, and Christmas Day.

Additional Information: We have agreed to honor the incumbent bill rates for the next 90 days

TERMS AND CONDITIONS

1. DEFINITIONS: "In writing" or "written document" means any written communication which has been signed by a person authorized to represent the party, including, without limitation printed documents, facsimiles, e-mails and other electronic means of communication; "Loss" means all suits, claims, losses, damages and expenses (including, without limitation investigative costs, reasonable attorneys' fees and costs of suit) arising from all events or circumstances related to or in connection with the same general condition; "Site" means all premises where Services are performed under this Agreement; "Remote Guarding" means guarding and related services conducted from a remote location using electronic security equipment, including, without limitation, video and voice communication equipment.

2. TERM & TERMINATION: (a) This Agreement will commence upon the Effective Date and continue until terminated by either party. Either party may terminate this Agreement at any time, without cause or penalty, upon 30 days' prior written notice to the other party. Either party may also terminate this Agreement for good cause upon 5 days' prior written notice to the other party. "Good cause" for Company will include, without limitation, the following: (i) any material or persistent minor breach by Client of this Agreement; (ii) cancellation of or material change to any of Company's insurance coverage relevant to this Agreement; (iii) a change in applicable laws or regulations that has a material effect on, or causes a material change to the Services; (iv) any act or omission of Client which, in Company's reasonable opinion, brings or may bring Company's business or reputation into disrepute; or (v) Client or the Services becoming subject to economic or trade sanctions. Client will be responsible for payment for all Services rendered through the termination date.

(b) If Services include Remote Guarding, instead of Client's rights of termination in Section 2(a), Client may only terminate this Agreement upon 90 days' prior written notice to Company. Company's rights of termination in Section 2(a) remain unchanged.

(c) If Client terminates this Agreement for any reason, Client will pay for any unamortized costs related to any equipment used in connection with Services.

3. SCOPE OF SERVICES; PERSONNEL: (a) Company will only provide Services specified in this Agreement or the Scope of Work, which is incorporated into this Agreement by reference. Company will not be obligated to perform, and will bear no responsibility for, any Services or duties performed that are not expressly specified in this Agreement. Company does not accept overall responsibility for security at the Site, and Company is not engaged as a security consultant.

(b) Company may use contractors or vendors to provide some or all of the Services. If Company (or a contractor or vendor of Company) provides or installs any equipment in connection with the Services, all the equipment is for Company's use only. Company is not selling or leasing any of the equipment to Client; the equipment will always be Company property. Company will be provided with reasonable time and access to remove all its equipment upon termination of this Agreement.

(c) Company is an independent contractor, and nothing in this Agreement creates a partnership or relationship of principal/agent or employer/employee. Personnel providing the Services are employees of Company or its contractors (Company may use contractors to provide some or all of the Services). Company may change such personnel at any time. Client may reasonably request changes in such personnel for lawful reasons. If Company makes Client's requested changes, Client will be solely responsible for, and will defend and indemnify Company against, any Loss arising from such changes.

(d) If Client employs, directly or indirectly, any Company employee formerly assigned to the Site within one year from the last date on which the Company employee was employed by Company, Client will reimburse Company \$2,500 per Company employee for costs in connection with recruitment, screening, training, etc.

(e) If Services include Remote Guarding, (i) neither Company nor its contractors will be responsible for any interruption or failure of power; (ii) neither Company nor its contractors will be responsible for any faulty, failed, interrupted, circumvented, or compromised data transmissions; (iii) Client is responsible for the design, installation, repair and maintenance of its own monitoring equipment and systems ("Monitoring System"); (iv) Company may, without penalty, modify, terminate or suspend Remote Guarding, shut down Client's Monitoring System, lock Client's panel, or render any monitoring equipment incapable of sending signals (1) if permitted, requested, or required to do so by any governmental authority, standards setting entity, or insurance interest, or (2) in Company's reasonable discretion; (v) Client is responsible for (1) providing and maintaining adequate lighting for all video equipment, and (2) ensuring Client's personnel and Monitoring System comply with all laws applicable to the use of video equipment; (vi) any Remote Guarding failure not caused by the negligence of Company or its contractors will not release Client from its obligations to pay any fees for Services; and (vii) any software, hardware, firmware, shareware, codes, information and documentation ("Proprietary Information") associated with Remote Guarding are, and will remain, the property of Company or its contractors, as applicable, and any developments to the Proprietary Information will be the intellectual property of Company or its contractors, as applicable. Further, Client, on behalf of itself, its employees, agents and guests, grants consent to Company and its contractors to (i) intercept, record, retrieve, review, copy, disclose and use the contents of all transmissions received as part of Remote Guarding, and (ii) represent themselves as a security agent of Client and notify government agencies of suspicious or suspected criminal activities at the Site.

4. PAYMENT: (a) Invoices are payable 30 days from the date of the invoice, without any setoff, to the remittance address on the invoice. Client's failure to pay any amount when due will be a material breach by Client. A late charge of 1.5% per month will be added to balances not paid within 30 days of the date of the invoice. Client must notify Company in writing of any dispute regarding the amount of an invoice within 30 days from the invoice date; otherwise all disputes will be deemed waived. Client will bear all costs associated with Company receiving payments due for Services rendered under this Agreement. If Company must institute suit or collection services to collect amounts owed to Company, Client will pay Company's attorneys' fees and other costs of suit or collection.

(b) In the event of payment delay, Company may suspend the performance of Services upon 10 days' prior written notice. Suspension will not release Client from any of its obligations under this Agreement. In case of non-payment based on Client liquidity problems, Company may condition continued performance on immediate cash payment for Services rendered (invoiced or not) or to be rendered.

(c) Company may raise the Service Fee upon 30 days' prior written notice to account for any increases in (i) health care, benefit, or insurance costs, (ii) labor or fuel costs, (iii) costs arising from changes to laws, regulations, or insurance premiums, (iv) SUI or similar taxes, (v) contractor's rates, or (vi) any other taxes, fees, costs or charges related to the Services.

5. LIABILITY LIMITATION; INDEMNIFICATION: (a) The Service Fee is based upon the value of Services provided, not the value of the interests or property protected. Accordingly, Company makes no representation or warranty, express or implied, that the Services will produce a result or prevent any loss or damage. Client agrees that the limitations of liability and Client's defense/indemnity obligations in Sections 5(c)-5(h) apply regardless of whether the Loss is alleged to arise, directly or indirectly, in whole or in part, from the negligence (active or passive) or misconduct of Company, its employees or agents, including that related to the hiring, training, supervision or retention of Company's employees or agents, and Sections 5(c) - 5(h) apply in favor of Company's contractors and vendors.

(b) Company will defend and indemnify Client against any Loss arising from the Services only to the extent the Loss is caused by the negligence of Company, its employees or agents while acting within the scope of their duties and authority. Client will defend and indemnify Company against any Loss in connection with this Agreement only to the extent the Loss is caused by the negligence of Client, its employees or agents.

(c) Notwithstanding Section 5(b), in no event will the total liability of Company and its insurers for any Loss exceed \$2,500.

(d) Notwithstanding Section 5(b), Client will defend and indemnify Company against any Loss to the extent the Loss exceeds \$2,500.

(e) Notwithstanding anything to the contrary in this Agreement, in no event will Company or its insurers be liable for any (i) environmental Loss, (ii) punitive, special exemplary, liquidated, indirect, or consequential Loss (including, without limitation, loss of profits or business), (iii) violent or armed action, or hi-jacking, (iv) Loss arising from any remote or on-site cyber activity or event, (v) injuries or deaths arising from any conditions of the Site, or (vi) Loss arising from or related to any circumstance beyond Company's reasonable control (including, without limitation, any failure on the part of Company's contractors or vendors, any act of God or war, etc.).

(f) Notwithstanding anything to the contrary in this Agreement, in no event will either party or its insurers be liable to the other party for any Loss arising from or related to an act of terrorism. The parties intend for this waiver to "flow down" to their respective contractors.

(g) Notwithstanding anything to the contrary in this Agreement, if Company employees operate any vehicle other than one supplied by Company, Client will maintain insurance for the vehicle and the insurance will be primary, and Client will defend and indemnify Company against any Loss arising out of Company's use of the vehicle.

(h) Notwithstanding anything to the contrary in this Agreement, in no event will Company be responsible for any theft or other loss of property (including, without limitation, electronic data) not directly attributable to proven security officer thefts. In the event of allegation of security officer thefts, Client waives all right of recovery unless Company is notified of the allegations within 10 days, Client fully cooperates with Company in the investigation of the facts, Client presses formal charges, and a conviction is obtained; however, if all the foregoing conditions are satisfied, all applicable limitations of liability in this Agreement still apply.

(i) Written notice of any Loss arising out of or relating to this Agreement must be received by Company within 30 days following the date of the occurrence giving rise to such Loss. No action to recover any Loss will be instituted or maintained against Company unless such notice is received by Company. No action to recover any Loss will be instituted or maintained against Company unless the action is instituted no later than 12 months following the date of the occurrence from which the Loss arises.

(j) The Services are solely for the benefit of Client; neither this Agreement nor any Services confer any rights on any other party as a third-party beneficiary.

6. INSURANCE: Client will maintain insurance to protect Client against loss or damage to its premises, business and property, and others' property on Client's premises. Client (or behalf of itself and its insurers) waives all rights of subrogation against Company, its contractors and vendors, and their respective employees, agents and insurers. If Company provides any insurance coverage (additional insured or otherwise) for Client or any others, such insurance coverage will only cover Client and the others for liability specifically assumed by Company in this Agreement. As security for Client's defense and indemnity obligations in this Agreement, Client will name Company as an additional insured under Client's relevant insurance policies, and Client will provide Company with a certificate of insurance evidencing such coverage upon request.

7. FORCE MAJEURE: The following circumstances will be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the reasonable control of a party such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, shortage of transport, general shortage of materials or personnel, industrial disputes and defects or delays in deliveries by contractors caused by any such circumstance as referred to in this Section. The party desiring relief under this Section will inform the other party by written notice without delay on the occurrence and on the cessation of such circumstance. If grounds for relief prevent Client from fulfilling its obligations, Client will reimburse Company for costs incurred in securing and protecting the Site. Client will also reimburse Company for costs incurred for personnel, contractors and equipment which, with the consent of Client, are held in readiness to resume the Services.

8. CLIENT'S COMMITMENT: Client represents that it (i) is not, and will never be, subject to economic or trade sanctions, and (ii) will at all times cooperate with Company to allow Company to provide the Services under the best possible conditions; such cooperation includes, without limitation, Client providing (i) a safe, healthy working environment for Company personnel in accordance with applicable laws and regulations, (ii) all relevant information, access and assistance that Company reasonably requires to perform the Services without interruption, including, without limitation, suitable office space and utilities, and (iii) prompt notice of anything that may affect Company's safety, risk or obligations under this Agreement or which may lead to an increase in Company's costs of providing the Services. Any breach of this representation will be a material breach by Client.

9. SEVERABILITY: If any provision of this Agreement is held to be unenforceable, it will be modified to be enforceable to the maximum extent permitted under applicable law and all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from this Agreement, and all other terms of this Agreement will remain in full force.

10. PRECEDENCE: In the event that the different parts of this Agreement are conflicting, the written documents forming part of this Agreement will prevail in the following order: (i) this Agreement; (ii) the Scope of Work; and (iii) any other written documentation attached hereto.

11. NOTICES: All official notices will be in writing and made by overnight mail or certified mail, addressed to the other party at its address set forth in this Agreement or at such other address as the other party may have designated in writing.


12. ASSIGNMENT: Neither party will assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld. However, upon 30 days' prior written notice to the other party, either party may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.

13. LAW & JURISDICTION: (a) This Agreement will be governed by the law of the State in which the applicable Services are performed. The parties hereby submit to the jurisdiction of the courts of such State. All terms in this Agreement are only intended to apply to the maximum extent permitted by applicable law.

(b) The Equal Opportunity requirements of 41 CFR §§ 60-1.4, 60-300.5(a) and 60-741.5(a) are incorporated in this Agreement. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require Company to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

14. ENTIRE AGREEMENT: This Agreement, and anything attached to or incorporated into it, constitutes the entire agreement between the parties. Any representations, promises or agreements not embodied in this Agreement will not be enforceable. No Client contracts, purchase orders, work orders, or similar documents, regardless of when dated, will modify this Agreement. All changes to this Agreement will only be binding on a party if approved in writing by an authorized representative of that party.

The City of Newburgh

By:  Client
Authorized Representative

Printed Name/Title: MICHELLE KELSON
ACTING CITY MANAGER

Securitas Security Services USA, Inc.

By: _____ Authorized Representative

Printed Name/Title: Victor Cannon/Branch Manager

CLIENT'S ATTENTION IS DIRECTED TO SECTION 5 - LIABILITY LIMITATION; INDEMNIFICATION

Security Contract Comparison
PEC vs Securitas

16-17 (Prevailing Wage Rate)	\$ 16.53
16-17 (Supplemental Benefits)	<u>\$ 1.75</u>
Total	\$ 18.28

Change

<u>Current PEC Security Amount per</u>	
<u>Hour</u>	<u>\$ 21.95</u>

<u>OGS Securitas</u>	
<u>Contract through</u>	
<u>7/23/17</u>	<u>\$ 22.59</u>

\$ 0.64	2.92%
---------	-------

Vendor Mark up % 20.08%

Vendor Mark up % 23.60%

of Guards 2.00

of Guards 2.00

Average Total # of Hours per week 40.00

Average Total # of
Hours per week 40.00

Rate Per Week \$ 1,756.00

Rate Per Week \$ 1,807.20

\$ 51.20 2.92%

Cost Per Year \$ 91,312.00

Cost Per Year \$ 93,974.40

\$ 2,662.40 2.92%

Guards, Watchmen

JOB DESCRIPTION Guards, Watchmen

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan

WAGES

Per hour: (

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the prevailing wage for similar employees in the locality. In no event shall the prevailing wage be less than the minimum wage specified in Article 19 of this chapter, or, in a city with a local law specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked:

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

van, Ulster, Westchester

07/01/2016

\$ 16.53

the wage determined by the fiscal officer to be prev
the basic hourly cash rate of pay be less than the s
local law requiring a higher minimum wage on city

\$ 1.75

10-NYS/R&S

08/01/2016

DISTRICT 10

ailing for the various classes of building service
statutory minimum wage established by article
contract work, less than the minimum wage



RESOLUTION NO.: ²⁹³_____ - 2016

OF

NOVEMBER 14, 2016

**RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$199,400.00 WITHIN THE SELF INSURANCE FUND**

WHEREAS, due to an increase in the legal fees paid from the Self-Insurance Fund and significant increase in the annual worker's compensation fee it has become necessary to reallocate available funds in the unemployment expense line and request a transfer from fund balance to pay current bills and provide funding to the end of FY 2016;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
M.9050.0400 Unemployment Insurance	\$111,475.00	
M.0000.911 Fund Balance	\$ 87,925.00	
M.1420.4100 General Legal Liability		\$ 35,000.00
M.1420.4200 Police Liability		\$ 15,000.00
M.1420.4300 Employment Liability		\$ 15,000.00
M.1930.0400 Judgment and Claims		\$ 55,000.00
M.1900.1987 Miscellaneous Expense		\$ 19,400.00
M.1710.0400 Administration		<u>\$ 60,000.00</u>
TOTALS:	\$199,400.00	\$199,400.00

RESOLUTION NO.: ²⁹⁴_____ -2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO DWELLING GROUP, INC.
TO THE PREMISES KNOWN AS 101 LIBERTY STREET
(SECTION 36, BLOCK 4, LOT 15)**

WHEREAS, on July 25, 1996, the City of Newburgh conveyed property located at 101 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 4, Lot 15, to Dwelling Group, Inc.; and

WHEREAS, the City of Newburgh received a request for a release of the restrictive covenants contained in said deed from the attorney representing a prospective purchaser who intends to purchase from the foreclosing mortgagee; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 101 Liberty Street, Section 36, Block 4, Lot 15, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 25, 1996, from the CITY OF NEWBURGH to DWELLING GROUP, INC., recorded in the Orange County Clerk's Office on July 25, 1996, in Liber 4420 of Deeds at Page 119 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: _____-2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO DWELLING GROUP, INC.
TO THE PREMISES KNOWN AS 101 LIBERTY STREET
(SECTION 36, BLOCK 4, LOT 15)**

WHEREAS, on July 25, 1996, the City of Newburgh conveyed property located at 101 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 36, Block 4, Lot 15, to Dwelling Group, Inc.; and

WHEREAS, the City of Newburgh received a request for a release of the restrictive covenants contained in said deed from the attorney representing a prospective purchaser who intends to purchase from the foreclosing mortgagee; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 101 Liberty Street, Section 36, Block 4, Lot 15, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 25, 1996, from the CITY OF NEWBURGH to DWELLING GROUP, INC., recorded in the Orange County Clerk's Office on July 25, 1996, in Liber 4420 of Deeds at Page 119 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: 295 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AMENDING RESOLUTION NO. 190-2016 OF JULY 11, 2016
TO REVISE THE TERMS OF SALE FOR THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 113 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 8) AND
115 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 7) AT PRIVATE SALE
TO ZION NEWBURGH COMMUNITY DEVELOPMENT CORPORATION**

WHEREAS, by Resolution No. 190-2016 of July 11, 2016, the City Council of the City of Newburgh authorized the conveyance of property known as 113 Washington Street and 115 Washington Street, being more accurately described as Section 39, Block 3, Lots 8 and 7, respectively, on the official tax map of the City of Newburgh to Zion Newburgh Community Development Corporation for the purpose of constructing a mixed-use building consisting of a community space and residential units; and

WHEREAS, in order to secure the financing for its redevelopment plan, Zion Newburgh Community Development Corporation will need to convey title to the property to a housing development fund corporation and then transfer beneficial interest to a limited liability company or limited partnership; and

WHEREAS, an amendment to Term of Sale No. 5 is necessary for Zion Newburgh Community Development Corporation to be able to make those transfers; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to amend Term of Sale No. 5 to permit Zion Newburgh Community Development Corporation to convey or transfer the property for express purpose of obtaining financing for the development of the project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Terms of Sale be amended to permit Zion Newburgh Community Development Corporation to convey or transfer the property for express purpose of obtaining financing for the development of the project and the sale of the property is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of \$100.00 in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 31, 2016; and

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
113 Washington Street, City of Newburgh (39-3-8)
115 Washington Street, City of Newburgh (39-3-7)

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 school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. 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 obtain a building permit for the redevelopment of the property and obtain a Certificate of Occupancy for all buildings constructed on the property within thirty-six (36) months of the date of the deed. 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 redevelopment of the property and obtained a Certificate of Occupancy 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 is issued, except for the purpose of obtaining financing for the development of the redevelopment project to a not-for-profit housing development fund corporation with beneficial interest to a limited liability company or limited partnership. 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. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 31, 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 an officer of the purchaser is an officer or purchaser is a managing member or shareholder of said entity or as one of the entity types described in paragraph no. 5 of these Terms of Sale. 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.: ²⁹⁶_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO H.O.G.A.R., INC.
FOR SIX PARCELS OF REAL PROPERTY LOCATED ON DUBOIS STREET**

WHEREAS, by Resolution No. 220-2005 of October 24, 2005, the City Council of the City of Newburgh authorized the preparation of a land disposition agreement for H.O.G.A.R., Inc. regarding the sale and proposed development of six (6) parcels of real property located on Dubois Street in which the parcels were to be rehabilitated for owner occupancy with a rental component at a purchase price of \$150,000.00 with the City of Newburgh to hold a second mortgage in the amount of \$150,000.00 subject to the rehabilitation financing to be satisfied upon re-sale of each property to an owner-occupant; and

WHEREAS, the City of Newburgh recovered title to the six parcels identified as 20 Dubois Street (30 - 1 - 38), 36 Dubois Street (30 - 1 - 43), 41 Dubois Street (29 - 5 - 15), 43 Dubois Street (29 - 5 - 14), 44-46 Dubois Street (30 - 1 - 47) and 48 Dubois Street (30 - 1 - 48) in the Matter of the Foreclosure of Tax Liens Pursuant to Article 11, Title 3 of the Real Property Tax Law by the City of Newburgh for the Year 2011 and under Real Property Tax Law Section 1136, upon the execution of the tax deed by the City of Newburgh, the City's second mortgage is extinguished; and

WHEREAS, pursuant to Resolution No. 297-2014, Resolution No. 51-2015 and Resolution No. 70-2015, the City conveyed the six parcels to the Newburgh Community Land Bank ("NCLB"), which has requested that the City issue an instrument in recordable form documenting the discharge of the mortgage as part of the NCLB conveyance of the six parcels for development; and

WHEREAS, this Council has determined that executing an instrument of discharge in the form of a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to H.O.G.A.R. Inc. for six parcels of real property known as 20 Dubois Street (30 - 1 - 38), 36 Dubois Street (30 - 1 - 43), 41 Dubois Street (29 - 5 - 15), 43 Dubois Street (29 - 5 - 14), 44-46 Dubois Street (30 - 1 - 47) and 48 Dubois Street (30 - 1 - 48).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is of no further force and effect, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of August 16, 2007, made by H.O.G.A.R. Inc. to the City of Newburgh, given to secure payment of the principal sum of \$150,000.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on October 4, 2007, in Liber 12539 page 1734;

which mortgage has not been further assigned of record.

Dated: November _____, 2016

CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Per Resolution No.: -2016

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

On the _____ day of November, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 297 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 19 SPRING STREET (SECTION 39, BLOCK 5, LOT 7) AT PRIVATE
SALE TO
JOSEPH FRATESI D/B/A NORTHERN HIGHLIFE LLC
FOR THE AMOUNT OF \$5,700.00**

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 19 Spring Street, being more accurately described as Section 39, Block 5, Lot 7 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 13, 2017, 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>
19 Spring Street	39 - 5 - 7	Joseph Fratesi d/b/a Northern Highlife LLC	\$5,700.00

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

19 Spring Street, City of Newburgh (39-5-7)

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 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. 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.
7. 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.
8. 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 13, 2017. *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.

9. 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.
10. 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.
11. 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.**
12. 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.
13. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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.: 298 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 241 WASHINGTON STREET (SECTION 38, BLOCK 2, LOT 12) AT
PRIVATE SALE TO NHS PENNSYLVANIA FOR THE AMOUNT OF \$1,600.00**

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 241 Washington Street, being more accurately described as Section 38, Block 2, Lot 12 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 13, 2017, 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>
241 Washington Street	38 - 2 - 12	NHS Pennsylvania	\$1,600.00

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

241 Washington Street, City of Newburgh (38-2-12)

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 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the City and County 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. 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.
6. 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.
7. 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.
8. 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 13, 2017. *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.

9. 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.
10. 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.
11. 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.**
12. 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.
13. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. 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.: 299 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24)
AT PRIVATE SALE TO KURT SCHREIBER FOR THE AMOUNT OF \$45,560.00**

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 92 Overlook Place, being more accurately described as Section 45, Block 8, Lot 24 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 13, 2017, 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>
92 Overlook Place	45 – 8 – 24	Kurt Schreiber	\$45,560.00

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

92 Overlook Place, City of Newburgh (45-8-24)

STANDARD TERMS:

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

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

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

RESOLUTION NO.: ³⁰⁰_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A TRANSPORTATION
ALTERNATIVES PROGRAM GRANT IN THE AMOUNT OF \$463,000.00
FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUIRING A TWENTY PERCENT CITY MATCH**

WHEREAS, the City of Newburgh Department of Planning and Development has advised that grant funding is available from the New York State Department of Transportation under its Transportation Alternatives Program to support pedestrian, multi-use path and transportation related projects; and

WHEREAS, the City of Newburgh proposes to replace one block of City sidewalks in the heart of Newburgh's Historic downtown, along Liberty Street between Broadway and Ann Street, with new complete street oriented streetscape design which will be ADA compliant and include pedestrian curb-extensions, a larger, safer transit waiting area at the City's largest transit transfer station and green infrastructure bioswales; and

WHEREAS, the City of Newburgh wishes to apply for funding in the amount of \$463,000.00, requiring a twenty (20%) percent City match in the amount of \$118,000.00; and

WHEREAS, such funding match will be covered by existing sidewalk repair item line under CDBG funds; and

WHEREAS, this Council has determined that applying for such grant and accepting 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 Transportation Alternatives Program Grant in the amount of \$463,000.00 from the New York State Department of Transportation requiring a twenty (20%) percent City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the project funded thereby.

2016 TAP/CMAQ Application General Instructions

Please consult the Guidebook and Appendices to review the specific eligibility requirements and project types for each program prior to beginning the Application. The Application is designed to facilitate and streamline program eligibility determinations based on the various program requirements as described in the Guidebook.

To maximize funding opportunities, use the [Application Instructions](#) in completing this form.

Application Information Requirements

Information necessary to complete the Application includes:

- The 2016 TAP/CMAQ Program Guidebook and associated Application Instructions
- Sponsor Information - Full legal entity name, address, phone number, e-mail address, names and titles of contact person(s)
- NYS Grants Gateway ID and SFS Vendor ID, as applicable
- TAP/CMAQ Federal Aid Workshop attendance dates
- Detailed Project Description information, including: Project, county, facility, project limits, project description, project eligible activity categories (and any applicable sub-categories) for which funding is being applied, and current project status
- Specific and detailed Project Budget and Funding Source information
- ROW documentation, including the NYSDOT Highway Work Permit if within a State Highway ROW
- Project deliverables supporting documentation, including a project map as applicable
- Data necessary to determine emissions reductions (CMAQ only)
- Expected Benefits to the Public Interest
- Information on any Innovative/Creative Aspects of the Project
- Documentation of Community Support (TAP only)
- Status of Environmental Process

Completing the Application

The Application is a PDF-Fillable form. Please download and save the Application to your computer to complete the form. Web browsers such as Apple Safari, Google Chrome, and Mozilla may have their own non-Adobe PDF readers set as the default reader. To use one of these browsers, change the default PDF viewer setting to Adobe Reader. If Internet Explorer is used as the browser, no action is needed.

All Users must have Adobe Acrobat Standard or Pro and Adobe Reader version 9 or higher to maximize the functionality in the form. Please be sure to enable the form, see Application Instructions for details.

To enter large amounts of text into the Application, consider using a word processing program to type the entry, and then cut and paste the entry into the form. Also, to facilitate the submission of required attachments, you may need to compress (zip) any large files prior to attaching them to an e-mail, as the overall e-mail file size limit is approximately 20MB.

To navigate through the form, use the "Tab" function as that will ensure that questions will be completed in the correct order. Responses to a question will determine what fields will be seen and be required to complete. Required fields are designated by a preceding asterisk (*).

Although more than one project may be submitted for consideration for TAP and CMAQ programs, only one project per Application maybe submitted. All applications, including supporting documentation, must be submitted no later than October 21, 2016.

PART A: INITIAL ELIGIBILITY ASSESSMENT

***SPONSOR Entity Name:**

City of Newburgh

***Sponsor Type:** Local Government (County,Town,City, Village)

***Date Sponsor Attended Workshop:** Oct 17, 2016

☒ **Check here if you have attended an Application Pre-Review Session in your regional area.**

***NYS GRANTS GATEWAY ID:**

non-gateway

***SFS VENDOR ID:**

1000002290

***Project County:** Select the project county. TAP funding is available statewide. CMAQ funding is only available in identified counties. Refer to the Guidebook and Instructions for the list of Counties and applicable funding sources.

36

*** Short Title of Proposed Project:** Liberty Street, Streetscape and Sidewalk Improvements

*** Select the category that best represents the scope of your project (categories 7 and 8 will require an additional choice). Selection of a category is not a guarantee of funding under that category. Refer to the Program Guidebook for additional guidance on category.**

Project Categories		TAP Eligible	CMAQ Eligible
<input checked="" type="checkbox"/>	1. Construction , Planning, and Design of On-road and Off-road Facilities for Pedestrians, Bicyclists, and other non-motorized forms of transportation including Bike Lanes, Paths and Sidewalks	x	x
<input type="checkbox"/>	2. Construction Planning and Design of Infrastructure-related Projects to Provide Safe Routes for Non-Drivers to Access Daily Needs	x	
<input type="checkbox"/>	3. Conversion and Use of Abandoned Railroad Corridors for Trails for Pedestrians, Bicyclists and Other Non-motorized Transportation Users	x	x
<input type="checkbox"/>	4. Construction of Turnouts, Overlooks, and Viewing Areas	x	
<input type="checkbox"/>	5. Safe Routes to School	x	
<input type="checkbox"/>	6. Planning, Design and Construction of Boulevards	x	x
<input checked="" type="checkbox"/>	7. Community Improvement Activities, including Landscaping and Streetscape Improvements	x	
<input checked="" type="checkbox"/>	8. Environmental Storm Water Management Activities	x	
14. Other (Please describe)		TBD	TBD

***Based upon the County the Project is located in, and the Project Category(ies) selected above, select the funding source(s) for which you are applying:**

TAP Only

☒ ***Attach Documentation of Community Support for Project as Attachment A**

Provide a description of the relationship between the category chosen and TAP and Surface Transportation.

The project consists of replacement and improvement of on-street sidewalks to promote safer pedestrian movements, provide safe transfer to transit options, and ultimately make it more appealing for people to walk or take transit in the heart of Newburgh's Historic downtown. The sidewalk design includes streetscape improvements to create a visually appealing pedestrian and transit user landscape, such as the introduction of materials sensitive to the Historic District, curb extension, and appropriate plant material given site constraints. The project also incorporates state-of-the-art green infrastructure innovations into the streetscape, consisting of bioswales and pervious pavement, to provide an improvement to the long-term health of the Hudson River and its tributaries.

IF APPLYING FOR **TAP ONLY**, NOTE THAT THE REMAINDER OF THIS PAGE WILL BE BLANK BEYOND THIS POINT. PROCEED TO PART B TO CONTINUE WITH THE TAP APPLICATION. Applicants who are applying for both TAP and CMAQ must complete both the TAP and CMAQ portions of the Application.

PART B: PROJECT INFORMATION

***Short Project Description:** Provide a description of what will be constructed and/or implemented and the beneficial outcomes of the project. Space is limited to the visible area.

The scope of work consists of the replacement of one block of City sidewalk in the heart of Newburgh's Historic downtown, along Liberty Street between Broadway and Ann Street, with a new complete streets oriented streetscape design. The design includes pedestrian curb-extensions; ADA compliant design; a larger, safer, more pronounced transit waiting area at the City's largest transit transfer station; green infrastructure bioswales; and historically appropriate materials. The design is intended to create a more visually appealing streetscape environment that invites residents and visitors to walk or take transit as an alternative to driving within the City. Constructible plans/ specifications have been fully developed, requiring revisions to meet FHWA/DOT funding requirements.

***Project Location (Town, City or Village):**

City of Newburgh

Facility Name (if applicable):

Liberty Street

Facility Address (if applicable):

120 Block of Liberty Street

***Project Limits:** For linear projects, provide begin and end locations (Street Names, Mile Markers, etc.):

From:

Broadway

To:

Ann Street

***Project Coordinates:** Provide approximate mid-point for linear projects. All Longitude numbers should be entered as negative numbers prefaced with a "-" sign. Fields are formatted as decimals (NNN.NNNNNN).

Latitude:

41.499626

Longitude:

-74.010808

☒ ***Please attach a Project map as Attachment B**

***Project Benefits:** Provide a detailed description of the project benefits. Space is limited to the visible area.

Newburgh is a severely distressed community that often loses out with regards to innovative and creative streetscape design, in favor of quick and dirty improvements. Census block 5.01, where this project is located, is one of the most severely distressed in the City. This area is a highly urban area where many people already walk, ride bikes, or take transit and this project will provide safer and more attractive routes for them, while promoting walking and transit use to those residents who may be hesitant to switch from driving. This project links city services, city amenities, residential developments, and a large municipal parking lot, creating a pedestrian oriented streetscape promoting transportation alternatives. This project would be both a highly innovative and creative streetscape design that would aesthetically benefit a corridor in Newburgh that is working desperately to revitalize itself, and begin to fill in a network of safe and attractive corridors for pedestrians and transit riders.

The Newburgh Community Land Bank, in conjunction with The City of Newburgh and Safe Harbors of the Hudson Valley, received a grant in 2014 from Central Hudson's Main Street program for substantial improvements to the intersection of Liberty Street and Broadway. The project has just completed and leveraged additional monies to rehabilitate a dilapidated building at this intersection, construct the Safe Harbors Green, hire a consultant to study complete streets on Broadway, design and construct a new bus shelter prototype, implement a complete street demonstration project on Broadway, and design development of construction documents for Liberty Street Streetscape and Sidewalk Improvements.

This portion of sidewalk/streetscape connects the two major thoroughfares in the City's downtown, Broadway and Liberty Street. At the northern end is the City's largest transit transfer area at Broadway and Liberty Street. All of the City bus routes operated by Newburgh Area Transit Orange connect here, and meet regional service to New Paltz (operated by UCAT) and to Beacon and the LOOP (operated by Leprechaun Lines). The existing streetscape is highly deteriorated, undesirable, and not in compliance with ADA. Directly adjacent to the sidewalk is the 128 unit Safe Harbors apartment complex which also houses an art gallery, a co-working space, the Ritz Theater, and coffee lounge; the 250 space Ann Street municipal parking lot; and the Liberty Street shops and restaurant corridor which is quickly becoming a regional destination for shopping and eating. Within 500 feet of this project is City Hall, the County's local administration buildings, Washington's Headquarter State Historic Park, and SUNY Orange campus. With a well designed streetscape, there is a perception of safety and desirability of walking. The City is encouraging people to park farther from their destinations, make fewer vehicular trips, make more incidental economic transactions in the Downtown, and transition the historic vehicular nature of the City to that of a pedestrian oriented community.

***Detailed Description of Project:** Concisely describe the proposed project, indicating what will be designed and constructed; or developed and implemented; the issues or opportunities to be addressed; and expected outcomes and project deliverables. Space is limited to the visible area.

The scope of work includes the replacement of sidewalk, planting strip, tree planting pits, and curb on both the eastern and western sides of the block of Liberty Street, between Broadway and Ann Streets, including the immediately adjacent portion of the sidewalk on Ann Street and Broadway to allow for full ADA compliance. This project is expected to be fully constructed at the close out of this grant program.

The City has already completed a public design and complete streets program centered on Liberty Street and Broadway which led to initial design concepts, and have been turned into construction documents by the firm Greenman-Pederson, Inc. These plans have also been formally adopted by the City Council and will act as the City's preferred sidewalk design standards going forward. Environmental review under SEQRA and NEPA were substantially completed under the assumption that CDBG (a HUD program) would fund the construction of the project in its entirety. Constructible plans/ specifications have been fully developed, requiring revisions to meet FHWA/DOT funding requirements.

The GPI plan features the following details:

Sidewalk materials: The City has long required bluestone sidewalks in the historic district that are often sited as being costly and a barrier to redevelopment. This project will feature stamped and dyed concrete that will mimic the look of bluestone at a reduced price.

Curb extensions: Curb extensions will be built at both intersections to reduce the distance that pedestrians have to cross the street, to make the pedestrian crossings more visible, to acts as a traffic calming technique, and to slow the practice of "no-stop right on reds" which is especially dangerous to pedestrians. These curb extensions will also create a larger bus waiting area on Broadway, and will all feature new ADA compliant ramps.

ADA: The sidewalk is significantly deteriorated and is not fully compliant with current ADA standards. This design will be fully ADA compliant and will go a long way to providing safe and adequate access to all sidewalk and transit users in Newburgh.

High Visibility Crosswalks: Newburgh has transitioned all crosswalks to be high visibility continental style crosswalks, defining a larger pedestrian realm, easily identified by vehicular traffic. In practice in Newburgh, this has decreased illegal crossings, attracting pedestrians to safer places to cross.

Bioswales/ Tree Plantings: Traditional tree planting areas have been enlarged as bioswales, designed to collect and treat stormwater in sequence, so the runoff from the street will be filtered with natural retention, greatly reducing the peak discharge during a storm event, eliminating the contribution to Combined Sewer Overflow events. Newburgh is an MS4 community and is under a mandated Long Term Control Plan to prevent sewer discharges to the Hudson River and its tributaries. Structural soil in the vicinity of the tree pits is being utilized to allow vigorous root growth, prevent heaving, and increase longevity of the trees.

Porous pavement: Areas between the bioswales will be a porous pavement that mimics the historic bricks, providing additional storm water management.

***Describe Innovative/Creative Aspects of Project:** Identify any creative/innovative project aspects. Examples include use of new technology, unique project characteristics, use of cost effective solutions, unique partnerships, etc.

This project utilizes highly innovating techniques to enhance the neighborhood, improve transportation alternatives, and ensure a more sustainable future. Bluestone has been the sidewalk material of choice in the Historic District, however it is costly, is difficult to make ADA compliant, and can become slippery and easily broken creating an uneven surface. In coordination with the City's Architectural Review Commission (ARC), this project implements dyed and stamped techniques for concrete to mimic bluestone, while providing a cost-effective and safer alternative. Bioswales with curb inlets collect rain-water runoff from the street and sidewalk and pass it through a filtration system. Engineered soils retain and filter the stormwater prior to releasing it. These bioswales work in sequence, so runoff enters each sequential bioswale, and then overflows to the curb gutter entering the next sequential bioswale. Reduction in runoff entering the combined sewer system eliminates "flashy" nature of traditional collection infrastructure, preventing damage and costly replacement of underground sewer systems, all while creating a aesthetically pleasing planted area. Pervious pavement has been designed in areas between the bioswales to further improve stormwater management. It has been chosen specifically to mimic the design of the brick inlay in the Historic District, in consultation with the ARC. Structural soil has been designed under the sidewalk area around each of the bioswales to allow street trees to grow healthier with less impact to the sidewalk, reducing the regularity of future tree and sidewalk replacement. Pedestrian curb-extensions and high visibility crosswalks have been added to allow pedestrians to safely cross the street and to provide a larger waiting/ transfer area for transit users. This also creates more planting areas and is a more visually impactful streetscape. This streetscape is adjacent to a privately designed and built 1/2 acre public space (Safe Harbors Green), which is also designed to hold the majority of stormwater from a rain event, effectively preventing all stormwater from this drainage area from ever entering the underground combined sewer systems.

PART C: PROJECT ESTIMATE AND FUNDING SOURCES

☒ *A Detailed Project Estimate is required as Attachment C.

Using the figures from your Detailed Project Estimate, complete the following:

Use of Funds	TOTAL
ROW	0
Prelim. Design	25,500
Final Design	41,000
Construction	525,000
Construction Insp	65,000
Project Manager	0
Other: Type in...	
TOTAL PROJECT COST	656,500

1. Total Project Cost: 656,500

2. Amount of Funds Requested: 463,000
Min \$250,000 , Max \$5 Million

3. Total Remainder to be Funded: 193,500

4. Enter the Amount of Local Match: 118,000
Minimum 20%

5. Amount of Other Funds Required: 75,500

6. Describe the source of "Other Funds"

A grant from NYSRDA through Orange County funded \$16,500 in preliminary/final design costs. CDBG has budgeted sidewalk improvements funds that will act as the local match, and will be able to provide dollars required for ineligible improvements as necessary.

PART D: PROJECT COMPONENTS

* Indicate the current project status:

Final Design

*RIGHT-OF-WAY

*Right of Way Certification: Select the choice(s) that best describe(s) the project's ROW needs. Use Control and Shift keys to select multiple descriptions if applicable.

1

Will the project have an effect on any district, site, building, structure or object that is listed, or may be eligible for listing on the National Register of Historic Places?

Yes

Describe any other ROW needs or requirements:

*STATUS OF ENVIRONMENTAL REVIEWS:

State Environmental Quality Review Act (SEQR): In Process

Explain: Will need to be revised to indicated FHWA/NYS DOT as interested/ involved parties.

National Environmental Policy Act (NEPA): In Process

Explain: Will need to be revised to indicated FHWA/NYS DOT as interested/ involved parties.

☒ Attach SEQR and/or NEPA information as Attachment D as applicable

***In the Chart below, select the status that best represents the project deliverable:**

Project Deliverables:	Status	Anticipated Completion Date
Draft Design Report	Not Started	February/March 2017
Advanced Detail Plans (ADPs)	Initiated	April/May 2017 - Work generally complete, minimal revisions are required to update completed work to FHWA/NYS DOT standards.
Plans, Specifications, and Estimates (PS&Es)	Initiated	April/May 2017 - Work generally complete, minimal revisions are required to update completed work to FHWA/NYS DOT standards.
Bid Proposal Documents	Not Started	June/July 2017

☒ **Attach Project Schedule as Attachment E**

☒ **Attach supporting documents (plans, drawings, survey or other) as Attachment F**

☐ **Attach any other relevant documents. Label those Attachments alphabetically, beginning with Attachment G**

PART E: CONTACT INFORMATION

*** SPONSOR Entity Name:**

City of Newburgh

*Address: 1 83 Broadway

Address 2:

*City: Newburgh

*State: NY

*Zip Code: 12550

*Phone #: (845) 569-9400

Fax Number:

*E-mail: achurch@cityofnewburgh-ny.gov

***SPONSOR Contact Information:**

Salutation:

*First Name: Alexandra

*Last Name: Church

*Title: City Planner

☒ **Check here to use the same address information as entered above. If different, please complete the following:**

PART F: FINALIZE AND SUBMIT APPLICATION

Include required attachments in the e-mail transmittal of the application form. Attached files should be in common business formats, such as PDF, doc, xls, etc. File size, for attachments and the application is limited to approximately 20MB. This Application form is approximately 3MB. Please note that large attachments may affect the ability to submit the application, please zip file attachments if possible.

Large optional attachments may be e-mailed separately and must be received prior to the application deadline. Be sure to include the Short Title of the application in the subject line of any separate e-mail transmittals, and number any additional e-mail submissions, e.g. 1 of 2, 2 of 2, etc.

SAVE FORM

ATTACHMENTS (AS APPLICABLE):

- A. Documentation of Community Support for Project
- B. Project Map
- C. Detailed Project Estimate
- D. SEQR or NEPA Information
- E. Project Schedule
- F. Plans or Drawings
- G. Other relevant documents and correspondence, Project Management Plan (PMP) if available

OPTIONAL: Please use this space to provide any additional information that should be considered. Space is limited to the visible area.

***CERTIFICATION:**

I acknowledge that I have read the appropriate guidance for the program to which I am applying (TAP/CMAQ) and understand the application instructions, the program requirements and the terms and conditions associated with the reimbursement program.

***ATTESTATION:**

By entering my name in the digital signature space below, I certify that I am authorized on behalf of the Sponsor and its governing body to submit this application. I further certify that all of the information contained in this application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application are true, correct and complete to the best of my knowledge and belief. I acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority, or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

DIGITAL SIGNATURE INFORMATION:

Entering your digital signature in the box below locks the fields above the signature. To remove your digital signature, click the right button on your mouse and select "Clear Signature" to release the fields. You can then correct any errors or add additional information. The document will need to be re-signed before it can be submitted.

***Sponsor Signature:**

Save a Copy of this Application

Print Completed Application for Your
Records

Submit TAP/CMAQ APPLICATION to NYSDOT

(TAP-CMAQ@dot.ny.gov)

Application Form and supporting documents must be received by
October 21, 2016

Materials received after the application deadline will not be considered.

RESOLUTION NO.: 301 - 2016

OF

NOVEMBER 14, 2016

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT
IF AWARDED A FISCAL YEAR 2016 FEMA ASSISTANCE TO FIREFIGHTERS
GRANT
IN AN AMOUNT NOT TO EXCEED \$975,000.00 WITH A \$97,500.00 CITY MATCH
FOR A NEW AERIAL LADDER TRUCK AND A MICROGRANT IN THE AMOUNT
OF \$25,000.00 WITH NO CITY MATCH TO REPLACE PHYSICAL FITNESS
EQUIPMENT FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department is requesting to apply for a Fiscal Year 2016 Federal Emergency Management Agency ("FEMA") Assistance to Firefighters Grant in the amount of \$975,000.00 to purchase a new aerial ladder truck and to apply for a micro grant in the amount of \$25,000.00 to replace physical fitness equipment; and

WHEREAS, if awarded, the aerial ladder truck grant requires a one-time City match of \$97,500.00 and the micro grant requires no City match; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a Fiscal Year 2016 FEMA Assistance to Firefighters Program Grant in the amount of \$975,000.00 with a City match in the amount of \$97,500.00 to purchase a new aerial ladder truck; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a Fiscal Year 2016 FEMA Assistance to Firefighters Program Micro Grant in the amount of \$25,000.00 with no City match required to replace physical fitness equipment; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grants and administer the programs funded thereby.

RESOLUTION NO.: 302 - 2016

OF

NOVEMBER 14, 2016

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT
IF AWARDED A DASNY STATE AND MUNICIPAL FACILITIES PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$60,000.00 WITH NO CITY MATCH
TO PURCHASE A FOUR WHEEL DRIVE HEAVY DUTY TOW TRUCK
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department is requesting to apply for a Dormitory Authority of the State of New York State and Municipal Facilities Program Grant in the amount of \$60,000.00 to purchase a four wheel drive heavy duty tow truck; and

WHEREAS, if awarded, the tow truck would be used to tow City, County and State owned emergency trailers; and

WHEREAS, the grant requires no City match; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept if awarded a Dormitory Authority of the State of New York State and Municipal Facilities Program Grant in the amount of \$60,000.00 with no City match required to purchase a four wheel drive heavy duty tow truck; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grants and administer the programs funded thereby.

WILLIAM J. LARKIN, JR.
SENATOR, 39TH DISTRICT
ASSISTANT MAJORITY LEADER FOR
HOUSE OPERATIONS

PLEASE RESPOND TO:
ROOM 502 CAPITOL
ALBANY, NY 12247
(518) 455-2770

1093 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553
(845) 967-1270

E-MAIL ADDRESS:
LARKIN@NYSENATE.GOV

WEB ADDRESS:
LARKIN.NYSENATE.GOV



THE SENATE
STATE OF NEW YORK

October 13, 2016

COMMITTEES
CORPORATIONS, AUTHORITIES
& COMMISSIONS
FINANCE
HEALTH
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOME AND SECURITY
& MILITARY AFFAIRS

Paul Pullar, Captain
City of Newburgh Fire Department
22 Grand Street
Newburgh, New York 12550

Dear Captain Pullar:

This letter will confirm that I have secured a grant in the amount of \$60,000 for the City of Newburgh Fire Department to purchase a heavy duty truck. This funding is through the State and Municipal Facilities Program (SAM) and will be administered by the Dormitory Authority of the State of New York (DASNY).

I have enclosed a State & Municipal Facilities Capital Program Eligibility Criteria Sheet for your review as well as the Preliminary Application that needs to be completed and returned to my office. If you have any questions concerning the application, please contact Jennifer Downs in my Albany office at 518-455-2770 for assistance. The completed application can be returned via email to downs@nysenate.gov.

I would like to stress to you the importance of not beginning the project until you have been authorized to do so by the Dormitory Authority. The Preliminary Application that you will be returning to my office is not authorization to begin the project. If items are purchased or work begun before DASNY's authorization, those items will not be eligible for reimbursement. Payments for projects through this program have been taking upwards of 12-14 months after all approvals have been obtained. Please be prepared for this timeframe while budgeting for this project.

If I can be of any further assistance with this grant, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Bill".
William J. Larkin, Jr.
Senator

Enclosures: (2)

State & Municipal Facilities Capital Program (SAM)
Eligibility Criteria
(Revised April 1, 2015)

- Minimum project amount of \$50,000
- Have secured or can demonstrate a reasonable expectation of securing total project funding;
- Have a clearly identified, recurring source of revenue to support facility operations and maintenance;
- Where applicable, have received all necessary regulatory approvals, or can demonstrate a reasonable expectation that such approvals will be secured;
- Funds shall not be used for projects that are already completed at the time of application;
- All projects must be approved by the Division of Budget after completion of the due diligence review process is completed by the Dormitory Authority of the State of New York, (DASNY).

ELIGIBLE GRANTEES -- must be one of the following:

- New York State, (Agency, Authority or Public Benefit Corporations);
- Counties, Legally Incorporated Villages, Towns or Cities;
- Metropolitan Transportation Authority;
- Public Housing Authorities
- Public Libraries and/or Public Library Systems;
- Public School Districts;
- Water or Sewer Districts;
- State University & City University of New York, including Community Colleges;
- *Not for profit Fire Districts, Fire Commissions, Fire Companies, Fire Departments, Volunteer Rescue and Ambulance Squads ;*
- Independent Not-for-Profit Higher Education Institutions; and
- *Public Park Conservancies or not for profit corporations organized for the sole purpose of investing in parks owned by the State or local municipalities.*

INELIGIBLE GRANTEES -- the following are not eligible for funding:

- Not-for-Profit Organizations;
 - For Profit Corporations; and
 - Industrial Development Authorities, (IDA)
 - A public authority, IDA, or local development corporation would only be able to receive funding under this program if the project being funded is owned by any of the **eligible** entities enumerated above. For example, if a project of a local development corporation involves the construction of a business park, funding could be used for any road improvements, sewer improvements, etc. that are needed and that are located on State or municipal owned property leading up to such business park.
- **PROJECTS ELIGIBLE FOR FUNDING - must be for one or more of the following:**
 - The acquisition, construction, demolition, or replacement of a fixed asset or assets;

- The acquisition of capital assets with a useful life of not less than ten years purchased for the sole purpose of preserving or protecting infrastructure that is owned or controlled by eligible grantee, *including*:
 - *Heavy Duty Road Maintenance and Construction Vehicles including pavers, snowplows and street sweepers; and*
 - *Heavy Duty Fire, Emergency Response and Law Enforcement Vehicles;*
 - The major repair or renovation of a fixed asset, or assets which materially extend its useful life or materially improves or increase its capacity;
 - The planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset(s), including the preparation and review of plans and specifications including engineering and other services, field surveys and related sub-surface investigations;
 - Economic development projects sponsored by the State or municipal corporations that will create or retain jobs in New York State as certified by the Commissioner of the Department of Economic Development; and
 - Environmental projects sponsored by the State or municipal corporations and certified by the Department of Environmental Conservation.
- **PROJECTS INELIGIBLE FOR FUNDING** – these projects have been deemed ineligible by the Executive for funding under the SAM Program and are **not eligible for funding**:
 - Computers, laptops, tablets and smartboards;
 - Furniture;
 - Security Cameras;
 - Hand held equipment including, but not limited to:
 - Dash cameras,
 - Speed Control devices,
 - Thermal Imaging Devices,
 - Extraction Equipment;
 - Scott Air Packs;
 - Turn-out gear;
 - Radios;
 - Police Vests;
 - Portable Electronic Signage; and
 - Non Heavy Duty Vehicles, ie Police Cruisers, School Buses and Passenger Vans.
 - **No funds from this program may be used as a required match or be considered a local share to other State programs or to leverage State aid or grants including, but not limited to, the apportionment of aid under the Education Law.**

WILLIAM J. LARKIN, JR.
SENATOR, 39TH DISTRICT
ASSISTANT MAJORITY LEADER FOR
HOUSE OPERATIONS

PLEASE RESPOND TO:
□ ROOM 502 CAPITOL
ALBANY, NY 12247
(518) 455-2770

□ 1093 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553
(845) 967-1270

E-MAIL ADDRESS:
LARKIN@NYSENATE.GOV

WEB ADDRESS:
LARKIN.NYSENATE.GOV



THE SENATE
STATE OF NEW YORK

October 13, 2016

COMMITTEES
CORPORATIONS, AUTHORITIES
& COMMISSIONS
FINANCE
HEALTH
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
& MILITARY AFFAIRS

Paul Pullar, Captain
City of Newburgh Fire Department
22 Grand Street
Newburgh, New York 12550

Dear Captain Pullar:

This letter will confirm that I have secured a grant in the amount of \$60,000 for the City of Newburgh Fire Department to purchase a heavy duty truck. This funding is through the State and Municipal Facilities Program (SAM) and will be administered by the Dormitory Authority of the State of New York (DASNY).

I have enclosed a State & Municipal Facilities Capital Program Eligibility Criteria Sheet for your review as well as the Preliminary Application that needs to be completed and returned to my office. If you have any questions concerning the application, please contact Jennifer Downs in my Albany office at 518-455-2770 for assistance. The completed application can be returned via email to downs@nysenate.gov.

I would like to stress to you the importance of not beginning the project until you have been authorized to do so by the Dormitory Authority. The Preliminary Application that you will be returning to my office is not authorization to begin the project. If items are purchased or work begun before DASNY's authorization, those items will not be eligible for reimbursement. Payments for projects through this program have been taking upwards of 12-14 months after all approvals have been obtained. Please be prepared for this timeframe while budgeting for this project.

If I can be of any further assistance with this grant, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Bill".
William J. Larkin, Jr.
Senator

Enclosures: (2)

State & Municipal Facilities Capital Program (SAM)
Eligibility Criteria
(Revised April 1, 2015)

- Minimum project amount of \$50,000
- Have secured or can demonstrate a reasonable expectation of securing total project funding;
- Have a clearly identified, recurring source of revenue to support facility operations and maintenance;
- Where applicable, have received all necessary regulatory approvals, or can demonstrate a reasonable expectation that such approvals will be secured;
- Funds shall not be used for projects that are already completed at the time of application;
- All projects must be approved by the Division of Budget after completion of the due diligence review process is completed by the Dormitory Authority of the State of New York, (DASNY).

ELIGIBLE GRANTEES -- must be one of the following:

- New York State, (Agency, Authority or Public Benefit Corporations);
- Counties, Legally Incorporated Villages, Towns or Cities;
- Metropolitan Transportation Authority;
- Public Housing Authorities
- Public Libraries and/or Public Library Systems;
- Public School Districts;
- Water or Sewer Districts;
- State University & City University of New York, including Community Colleges;
- *Not for profit Fire Districts, Fire Commissions, Fire Companies, Fire Departments, Volunteer Rescue and Ambulance Squads ;*
- Independent Not-for-Profit Higher Education Institutions; and
- *Public Park Conservancies or not for profit corporations organized for the sole purpose of investing in parks owned by the State or local municipalities.*

INELIGIBLE GRANTEES -- the following are not eligible for funding:

- Not-for-Profit Organizations;
 - For Profit Corporations; and
 - Industrial Development Authorities, (IDA)
 - A public authority, IDA, or local development corporation would only be able to receive funding under this program if the project being funded is owned by any of the **eligible** entities enumerated above. For example, if a project of a local development corporation involves the construction of a business park, funding could be used for any road improvements, sewer improvements, etc. that are needed and that are located on State or municipal owned property leading up to such business park.
- **PROJECTS ELIGIBLE FOR FUNDING - must be for one or more of the following:**
 - The acquisition, construction, demolition, or replacement of a fixed asset or assets;

- The acquisition of capital assets with a useful life of not less than ten years purchased for the sole purpose of preserving or protecting infrastructure that is owned or controlled by eligible grantee, *including*:
 - *Heavy Duty Road Maintenance and Construction Vehicles including pavers, snowplows and street sweepers; and*
 - *Heavy Duty Fire, Emergency Response and Law Enforcement Vehicles;*
 - The major repair or renovation of a fixed asset, or assets which materially extend its useful life or materially improves or increase its capacity;
 - The planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset(s), including the preparation and review of plans and specifications including engineering and other services, field surveys and related sub-surface investigations;
 - Economic development projects sponsored by the State or municipal corporations that will create or retain jobs in New York State as certified by the Commissioner of the Department of Economic Development; and
 - Environmental projects sponsored by the State or municipal corporations and certified by the Department of Environmental Conservation.
- **PROJECTS INELIGIBLE FOR FUNDING** – these projects have been deemed ineligible by the Executive for funding under the SAM Program and are **not eligible for funding**:
 - Computers, laptops, tablets and smartboards;
 - Furniture;
 - Security Cameras;
 - Hand held equipment including, but not limited to:
 - Dash cameras,
 - Speed Control devices,
 - Thermal Imaging Devices,
 - Extraction Equipment;
 - Scott Air Packs;
 - Turn-out gear;
 - Radios;
 - Police Vests;
 - Portable Electronic Signage; and
 - Non Heavy Duty Vehicles, ie Police Cruisers, School Buses and Passenger Vans.
 - **No funds from this program may be used as a required match or be considered a local share to other State programs or to leverage State aid or grants including, but not limited to, the apportionment of aid under the Education Law.**

WILLIAM J. LARKIN, JR.
SENATOR, 39TH DISTRICT
ASSISTANT MAJORITY LEADER FOR
HOUSE OPERATIONS

PLEASE RESPOND TO:
□ ROOM 502 CAPITOL
ALBANY, NY 12247
(518) 455-2770

□ 1093 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553
(845) 967-1270

E-MAIL ADDRESS:
LARKIN@NYSENATE.GOV

WEB ADDRESS:
LARKIN.NYSENATE.GOV



THE SENATE
STATE OF NEW YORK

October 13, 2016

COMMITTEES
CORPORATIONS, AUTHORITIES
& COMMISSIONS
FINANCE
HEALTH
INSURANCE
RULES
TRANSPORTATION
VETERANS, HOMELAND SECURITY
& MILITARY AFFAIRS

Paul Pullar, Captain
City of Newburgh Fire Department
22 Grand Street
Newburgh, New York 12550

Dear Captain Pullar:

This letter will confirm that I have secured a grant in the amount of \$60,000 for the City of Newburgh Fire Department to purchase a heavy duty truck. This funding is through the State and Municipal Facilities Program (SAM) and will be administered by the Dormitory Authority of the State of New York (DASNY).

I have enclosed a State & Municipal Facilities Capital Program Eligibility Criteria Sheet for your review as well as the Preliminary Application that needs to be completed and returned to my office. If you have any questions concerning the application, please contact Jennifer Downs in my Albany office at 518-455-2770 for assistance. The completed application can be returned via email to downs@nysenate.gov.

I would like to stress to you the importance of not beginning the project until you have been authorized to do so by the Dormitory Authority. The Preliminary Application that you will be returning to my office is not authorization to begin the project. If items are purchased or work begun before DASNY's authorization, those items will not be eligible for reimbursement. Payments for projects through this program have been taking upwards of 12-14 months after all approvals have been obtained. Please be prepared for this timeframe while budgeting for this project.

If I can be of any further assistance with this grant, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Bill".
William J. Larkin, Jr.
Senator

Enclosures: (2)

State & Municipal Facilities Capital Program (SAM)
Eligibility Criteria
(Revised April 1, 2015)

- Minimum project amount of \$50,000
- Have secured or can demonstrate a reasonable expectation of securing total project funding;
- Have a clearly identified, recurring source of revenue to support facility operations and maintenance;
- Where applicable, have received all necessary regulatory approvals, or can demonstrate a reasonable expectation that such approvals will be secured;
- Funds shall not be used for projects that are already completed at the time of application;
- All projects must be approved by the Division of Budget after completion of the due diligence review process is completed by the Dormitory Authority of the State of New York, (DASNY).

ELIGIBLE GRANTEES -- must be one of the following:

- New York State, (Agency, Authority or Public Benefit Corporations);
- Counties, Legally Incorporated Villages, Towns or Cities;
- Metropolitan Transportation Authority;
- Public Housing Authorities
- Public Libraries and/or Public Library Systems;
- Public School Districts;
- Water or Sewer Districts;
- State University & City University of New York, including Community Colleges;
- *Not for profit Fire Districts, Fire Commissions, Fire Companies, Fire Departments, Volunteer Rescue and Ambulance Squads ;*
- Independent Not-for-Profit Higher Education Institutions; and
- *Public Park Conservancies or not for profit corporations organized for the sole purpose of investing in parks owned by the State or local municipalities.*

INELIGIBLE GRANTEES -- the following are not eligible for funding:

- Not-for-Profit Organizations;
 - For Profit Corporations; and
 - Industrial Development Authorities, (IDA)
 - A public authority, IDA, or local development corporation would only be able to receive funding under this program if the project being funded is owned by any of the **eligible** entities enumerated above. For example, if a project of a local development corporation involves the construction of a business park, funding could be used for any road improvements, sewer improvements, etc. that are needed and that are located on State or municipal owned property leading up to such business park.
- **PROJECTS ELIGIBLE FOR FUNDING - must be for one or more of the following:**
 - The acquisition, construction, demolition, or replacement of a fixed asset or assets;

- The acquisition of capital assets with a useful life of not less than ten years purchased for the sole purpose of preserving or protecting infrastructure that is owned or controlled by eligible grantee, *including*:
 - *Heavy Duty Road Maintenance and Construction Vehicles including pavers, snowplows and street sweepers; and*
 - *Heavy Duty Fire, Emergency Response and Law Enforcement Vehicles;*
 - The major repair or renovation of a fixed asset, or assets which materially extend its useful life or materially improves or increase its capacity;
 - The planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset(s), including the preparation and review of plans and specifications including engineering and other services, field surveys and related sub-surface investigations;
 - Economic development projects sponsored by the State or municipal corporations that will create or retain jobs in New York State as certified by the Commissioner of the Department of Economic Development; and
 - Environmental projects sponsored by the State or municipal corporations and certified by the Department of Environmental Conservation.
- **PROJECTS INELIGIBLE FOR FUNDING** – these projects have been deemed ineligible by the Executive for funding under the SAM Program and are **not eligible for funding**:
 - Computers, laptops, tablets and smartboards;
 - Furniture;
 - Security Cameras;
 - Hand held equipment including, but not limited to:
 - Dash cameras,
 - Speed Control devices,
 - Thermal Imaging Devices,
 - Extraction Equipment;
 - Scott Air Packs;
 - Turn-out gear;
 - Radios;
 - Police Vests;
 - Portable Electronic Signage; and
 - Non Heavy Duty Vehicles, ie Police Cruisers, School Buses and Passenger Vans.
 - **No funds from this program may be used as a required match or be considered a local share to other State programs or to leverage State aid or grants including, but not limited to, the apportionment of aid under the Education Law.**

RESOLUTION NO.: ³⁰³_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION ELECTRONIC WASTE ASSISTANCE GRANT
FOR MUNICIPAL E-WASTE ASSISTANCE**

WHEREAS, the New York State Department of Environmental Conservation has funding available in FY 2016/2017 to assist New York State municipalities with the unanticipated costs of collecting and recycling eligible electronic wastes; and

WHEREAS, the Household Hazardous Waste State Assistance Program will reimburse up to 50% of actual expenses incurred during the period April 1, 2016 to March 31, 2017 for collection/recycling of covered e-waste such as computers, computer peripherals, televisions, small scale servers, and small electronic equipment, pursuant to the New York State's Electronic Equipment Recycling and Reuse Act; and

WHEREAS, the City of Newburgh expects to spend \$6,849.00 during the grant period and has requested reimbursement in the amount of \$3,424,50 to partially defray costs paid to an e-waste recycling firm (recycler) for covered e-waste recycling; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation Electronic Waste Assistance Grant for Municipal E-Waste Assistance; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.



Household Hazardous Waste State Assistance Program

Application Supplement – Electronic Waste Assistance Grants

(revised Sept. 2016)

CERTIFICATION: I do hereby certify that the information in this application rider, and other supporting statements, and exhibits is true, correct and complete to the best of my knowledge and belief.

10/19/16
(Date) (Signature of the Applicant's Authorized Representative)

Applicant:	CITY OF NEWBURGH	County:	ORANGE	DEC Region:	3
Applicant's E-waste Collection Site Registration Number(s), if applicable					

Covered e-waste Collection Information:

"Pounds collected" is the weight of covered electronic waste collected during each calendar quarter listed.

Note that weight information is required for January–March 2016 as justification for the estimated time periods, but this is not subject to grant reimbursement.

"Cost Paid to Recycler" is the amount paid to a recycler for covered e-waste. The applicant must provide documentation of actual incurred expenses for the time periods April 1, 2016 – June 30, 2016 and July 1, 2016 - September 30, 2016. Documentation includes vendor invoices, applicants purchase orders, and cancelled checks, if available. Estimated amounts must be consistent with documented actual amounts.

Time Period	Pounds Collected	Cost Paid to Recycler	Name of Recycler
Jan. – March 2016 (actual)	4360		
April – June 2016 (actual)	4202	\$1720.70	ADVANCED RECOVERY INC
July – Sept. 2016 (actual)	4788	\$1925.80	ADVANCED RECOVERY INC
Oct. – Dec. 2016 (estimate)	5290	\$1851.50	ADVANCED RECOVERY INC
Jan. – March 2017 (estimate)	4360	\$1891.00	ADVANCED RECOVERY INC
Total Costs: April 1, 2016 – March 31, 2017:		\$7389.00	
AMOUNT RECEIVED from charges to generators or from user fees paid by residents:		\$ 540.00	
AMOUNT RECEIVED from other sources or sponsors - Describe sources on next page:		\$ 0.00	
NET TOTAL COSTS			
Total Costs minus Amounts Received:		\$6849.00	
Grant Amount Requested: (50% of Net Total Amount)		\$3424.50	

Name and Address of Electronic Waste Recycler(s) utilized for covered e-waste during April 1, 2016 – March 31, 2017	ADVANCED RECOVERY INC, PO BOX 339, MATAMORAS, PA 18336
---	---

Household Hazardous Waste State Assistance Program Application Supplement – Electronic Waste Assistance Grants

Additional Information:

Does your e-waste collection program, including collection of covered electronic equipment as a registered collector, through collection events and pick up of abandoned waste meet all applicable state, federal and local laws and regulations?

☒ YES

☐ NO (please explain below)

What efforts has the applicant made to obtain outside financial assistance for the e-waste program? (Legislative initiatives, corporate sponsorships, other federal, state or private grants, etc.) Please indicate whether efforts were successful.

HHW APPLICATION STATUS: Place a mark (X) in the box that applies

	This E-Waste Grant Application Supplement is a component of a HHW State assistance program grant application.
X	Applicant does not conduct HHW collection. This is a stand-alone application. If so, additional documents will be requested if this grant request is approved, including MWBE plan, insurance documents and Vendor Responsibility Questionnaire.

Project Manager

This person should be someone with specific knowledge about the e-waste program

Name:	MIMI NACLERIO		
Title:	SECRETARY TO SUPERINTENDENT		
Address: City, Zip:	88 PIERCES ROAD, NEWBURGH, NY 12550		
Email:	<u>MNACLERIO@CITYOFNEWBURGH-NY.GOV</u>	Phone:	845-569-7461

DEPARTMENT OF ENVIRONMENTAL CONSERVATION USE ONLY

Project No.	Date Received
-------------	---------------



Household Hazardous Waste State Assistance Program

Application Supplement - Electronic Waste Assistance Grants

This form will be accepted by NYSDEC between October 3, 2016 and October 31, 2016.

INSTRUCTIONS FOR APPLICANTS: (please read carefully)

The 2016 New York State budget includes funding for electronic waste (e-waste) grants. This temporary infusion of aid is intended to assist municipalities with recent unexpected costs of collection and for recycling electronic waste (e-waste).

Who is Eligible: All municipalities within New York State that have incurred expenses during the funding period for covered e-waste collection through collection events, pickup of abandoned e-waste, managing or paying for the management of e-waste on behalf of one or more municipalities, or by being a registered collection site/consolidation facility, are eligible to apply for and receive reimbursement of eligible expenses. For the purpose of electronic waste assistance grants, "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, or Indian tribe or nation residing within New York state, or any combination thereof, or a school district or supervisory district.

Source of Funding for Temporary Reimbursement Program: Environmental Protection Fund (Fiscal Year 2016-17 appropriation)

Amount of Funding Available: \$3 million

Funding Period: State Fiscal Year 2016-17 (April 1, 2016 – March 31, 2017)

Mechanism of Disbursement: New York State Master Grant Contracts (MGC) in digital format using the New York State Grants Gateway. Applicants must be registered in the Grants Gateway.

Eligible Expenses: Expenses incurred for collection/recycling of covered e-wastes sent to an electronic waste recycler as defined in Environmental Conservation Law (ECL) Article 27, Title 26.

Extent of Reimbursement: Up to 50% of actual expenses incurred during April 1, 2016 to March 31, 2017 for collection/recycling of covered e-waste such as computers, computer peripherals, televisions, small scale servers, and small electronic equipment, pursuant to NYS's Electronic Equipment Recycling and Reuse Act (ECL Article 27, Title 26).

How to Apply: Complete and file a signed e-waste supplement to the Household Hazardous Waste State Assistance Program grant application. This e-waste supplement form can be filed separately, or in conjunction with the HHW application.

Required Documentation: The applicant must provide documentation of actual incurred expenses for the first half of the funding period (April 1, 2016 – September 30, 2016), and estimated expenses with justification for the estimate (such as previous year's expenses) for the second half of the funding period (October 1, 2016 – March 31, 2017). Additional documentation may be required by the NYSDEC to verify the accuracy of information on the application.

For More Information:

Grants Program Contacts: Michael Dauphinais & Gus Ribeiro 518-402-8678

E-waste Program Contacts: Mark Moroukian & Vimal Minocha 518-402-8706

Email: RecyclingGrants@dec.ny.gov



**Department of
Environmental
Conservation**

Grants for Municipal E-Waste Assistance

Funding has been made available in FY 2016/2017 to assist New York State municipalities with the unanticipated costs of collecting and recycling eligible electronic wastes. For the 2016 application cycle, municipalities may submit a supplemental form for E-Waste Assistance Grants either in addition to the usual HHW State Assistance application, or as a stand-alone request.

- Application Supplement for Electronic Waste Assistance Grants (MS Word Version - DOCX, 145 KB)
- Application Supplement for Electronic Waste Assistance Grants (PDF, 180 KB)

Applications for this funding will be accepted only between October 3, 2016 - October 31, 2016.

Frequently Asked Questions

Eligibility

Who is eligible?

All municipalities within New York State. "Municipality" means a local public authority or public benefit corporation, a county, city, town, village, or Indian tribe or nation residing within New York state, or any combination thereof, or a school district or supervisory district.

What expenses will be eligible for funding?

Expenses incurred for collection/recycling of covered e-wastes sent to an electronic waste recycler (as defined in ECL Article 27, Title 26).

What is covered e-waste?

Computers, computer peripherals, televisions, small scale servers, and small electronic equipment, as defined by NYS's Electronic Equipment Recycling and Reuse Act (ECL Article 27, Title 26).

What types of e-waste collection activities are eligible?

Collection events, pickup of abandoned e-wastes, managing or paying for the management of e-waste on behalf of one or more municipalities, or by being a registered collection site/consolidation facility

What e-waste costs are not eligible for funding?

The purpose of this e-waste funding is to partially defray unexpected costs paid to an e-waste recycling firm (recycler) for covered e-waste recycling. Costs that are not paid directly from a municipality to an e-waste recycler are not eligible for this funding. Costs for labor, processing, packaging, storage, advertising, and so on will not be funded.

Funding

What is the funding source?

Environmental Protection Fund (Fiscal Year 2016-17 appropriation)

What is the total amount of funding available?

\$3 million

What is the funding period?

State Fiscal Year 2016-17 (April 1, 2016 - March 31, 2017)

What is the extent of reimbursement?

Up to 50% of actual eligible expenses incurred during April 1, 2016 to March 31, 2017 for the collection/recycling of covered e-waste.

Will all eligible applicants receive 50% reimbursement for eligible e-waste program expenses?

Not necessarily. The goal of this funding is to assist municipalities with up to 50% reimbursement for eligible e-waste program expenses. However, since there is a \$3 million cap on funding, if total eligible costs exceed \$6.0 million, reimbursement will be made at a reduced, but equal, rate for all applicants.

What if my municipality charges for accepting e-waste?

Final grant amount calculations must also exclude revenues such as fees collected from e-waste generators, federal grants, program sponsor funds, or Legislative Initiative funds.

Application**How can my municipality apply?**

Complete and file a signed e-waste supplement to the Household Hazardous Waste State Assistance Program grant application (see above). This e-waste supplement form can be filed separately, or in conjunction with the HHW application.

What is the application acceptance period?

Monday, October 3, 2016 - Monday, October 31, 2016

Are e-waste grants being made available on a "first come, first served" basis?

No. These e-waste grants will be made available to all eligible applicants that apply for funding during the October 3 to October 31, 2016 application period.

When can I submit an application for e-waste program funding?

Applications will only be accepted during the October 3 to October 31, 2016 application period. All applications received during this time period will be considered received at the same time. Applications should be mailed, as the postmark will assist in demonstrating receipt during the application period. All applications received prior to or after the application period will not be considered eligible and will not be retained. No exceptions will be made.

What other documentation is required along with the application?

The applicant must provide documentation of actual incurred expenses for the time periods April 1, 2016 - June 30, 2016 and July 1, 2016 - September 30, 2016. Documentation includes vendor invoices, applicants purchase orders, and cancelled checks, if available.

Estimated amounts for the second half of the funding period (October 1, 2016 - March 31, 2017) must be consistent with documented actual amounts. Additional documentation may be required by the NYSDEC to verify the accuracy of information on the application.

What is the mechanism of disbursement?

New York State Master Grant Contracts (MGC) in digital format using the New York State Grants Gateway. Applicant must be registered in Grants Gateway to receive a grant contract.

More Questions?

For grants questions, call: 518-402-8678

For e-waste questions, call: 518-402-8706

Or email questions to: RecyclingGrants@dec.ny.gov

RESOLUTION NO.: ³⁰⁴_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015 and Resolution No.: 23-2016 of January 25, 2016, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement will expire on December 31, 2016; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2017 to December 31, 2017; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK
AND
MESH REALTY GROUP, INC.
DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2016 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

2g. Inspections. Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2017 and shall end on the 31st day of December, 2017, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title:

Date: _____

Name: MICHAEL G. CIARIAVINO

Title: City Manager

Date: _____

Pursuant to Resolution No.:

SCHEDULE “A”

1. 25 Benkard Avenue
2. 101 Benkard Avenue
3. 205 Broadway
4. 5 Bush Avenue
5. 39 City Terrace
6. 100 Courtney Avenue
7. 383 First Street
8. 20 Grove Street
9. 60 Hasbrouck Street
10. 81 Henry Avenue
11. 44 Johnes Street #206J - 58-1-1.-16
12. 44 Johnes Street #103J - 58-1-1.-3
13. 44 Johnes Street #110J - 58-1-1.-10
14. 44 Johnes Street #211J - 58-1-1.-21
15. 44 Johnes Street
16. 45 Johnston Street
17. 47 Lander Street
18. 41 Liberty Street
19. 70 Liberty St, WH
20. 1 Lincoln Terrace
21. 16 Lutheran Street
22. 256 North Street
23. 92 Overlook Place
24. 20 Pierces Road, #L40
25. 170 Renwick Street
26. 45 Robinson Avenue
27. 23 South Miller Street

Revised 11/04/2016

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Timothy W. Kramer
Assistant Corporation Counsel

February 11, 2016

VIA HAND-DELIVERY

Mr. Rick Milton
MESH Realty
77-79 Broadway
Newburgh, NY 12550

Re: City of Newburgh with MESH Realty Group, Inc.
Resolution No.: 23-2016

Dear Mr. Milton:

The City Council has, by Resolution No.: 23-2016, a copy of which is enclosed, authorized the execution of an Agreement to provide for the continuation of residential property management services.

Accordingly, also enclosed for your records is a fully executed duplicate original Agreement between the City of Newburgh and MESH Realty Group, Inc.

Very truly yours,


MICHELLE KELSON
Corporation Counsel

MK/dt
Enclosure

cc: Deidre Glenn, Director of Planning & Development
George Garrison, Superintendent of Public Works
John J. Aber, Comptroller
Lorene Vitek, City Clerk (w/original)

RESOLUTION NO.: 23 - 2016

OF

JANUARY 25, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014 and Resolution No.: 21-2015 of January 26, 2015, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on December 31, 2015; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2016 to December 31, 2016; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 25, 2016
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25 day of Jan 20 16

City Clerk

AGREEMENT BY AND BETWEEN
THE CITY OF NEWBURGH, NEW YORK
AND

MESH REALTY GROUP, INC.

DATED: 2/8/16

This Addendum to the Agreement dated April 1, 2013 is made and entered into this 8th day of February, 2016 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$36.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of January, 2016 and shall end on the 31st day of December, 2016, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY


Name: RICK MILTON

Title:

Date: 2/2/16


Name: MICHAEL G. CIARRAVINO

~~CIARRAVINO~~
Title: City Manager

Date: 2/8/16

Pursuant to Resolution No.: 23-2016

SCHEDULE "A"

1. 40 Benkard Ave.
2. 98 Benkard
3. 101 Benkard
4. 205 Broadway
5. 88 Carpenter Ave.
6. 123 Carson Ave.
7. 134 Carson Ave.
8. 39 City Terr.
9. 31 Clark St.
10. 51 Courtney Ave.
11. 100 Courtney Avenue
12. 35 Dubois St.
13. 55 Farrington Street
14. 246 First Street
15. Fullerton Avenue Garage
16. 23 Gardner St.
17. 20 Grove St.
18. 63 Grove Street
19. 37 Hasbrouck St.
20. 53 Hasbrouck St.
21. 60 Hasbrouck St.
22. 81 Henry Avenue
23. 44 Johnes St. #206J 58-1-1-16
24. 44 Johnes St. #103J 58-1-1-3
25. 44 Johnes Street - 58-1-1-10
26. 44 Johnes Street - 58-1-1-21
27. 8 Larter Street
28. 18 Lander St.
29. 169 1/2 Liberty St.
30. 31 Liberty Street, W.H.
31. 70 Liberty St, WH
38. 1 Lincoln Terr.
32. 16 Lutheran Street
33. 92 Overlook Pl.
34. 20 Pierces Rd. #L40
35. 169 Prospect St.
36. 170 Renwick Street
37. 45 Robinson Ave.
38. 57-58 Williamsburg Dr.

Revised 01/14/2016

MESH REALTY GROUP, INC.

77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307

MANAGEMENT AGREEMENT

AGREEMENT made the 1st day of April, 2013 between **The City of Newburgh**
Herein referred to as owner, whose address 83 Broadway, Newburgh, NY 12550
And Mesh Realty Group, Inc., herein referred to as agent.

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, State of New York. A list of these properties will be attached to this agreement in a "Schedule A", and may be amended from time to time.

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

- a. Leasing of units. Agent shall use due diligence to attract and retain lessees of the apartment units.
- b. Collection of rents. Agent shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf and for the protection of owner in the collection of such amounts.
- c. Agent shall manage the apartment complex according to sound commercial practices and in conformity with the bylaws. Regulations, code of ethics and official pledge of the Institute of Real Estate Management.
- d. Employees. Agent shall employ, direct, control and discharge all persons performing regular services on the premises. All such persons are and shall be employees of owner.
- e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **\$35.00** per hour. Repairs greater than \$1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.
- f. Mortgages, taxes, other expenses. To the extent made possible by owner, agent shall service all loans and mortgages on the property, pay all applicable real estate and personal property taxes, licenses, fees and payroll taxes, and maintain payroll records and make all necessary returns required by law.

received
MAR 20 2013

3. ACCOUNTING AND ACCOUNTS

- a. Accounting statements. Agent shall maintain books of account of all receipts and disbursements incurred in management of the property, which records shall be open to inspection by owner at all times. Agent shall render monthly statements to owner, showing all receipts and disbursements.
- b. Bank accounts.
 - (1) Agent shall establish and maintain, in a bank, the deposits of which are insured by the Federal Deposit Insurance Corporation, a separate trust account for the deposit of rentals. Agent shall have the authority to draw on this account for any payments that agent must make to discharge any liabilities or obligations incurred pursuant to this agreement; and for payment of the fee to agent. All such payments shall be subject to the limitations of this agreement.
 - (2) Agent shall establish and maintain in a New York banking institution or savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation, a trust account bearing interest at the rate currently paid by such institutions or associations on time or savings deposit of any money or other form of security deposited or advanced on a contract, lease, or license agreement for the use or rental of real property. Agent shall comply with the various requirements of the New York Laws respecting the handling of such security deposits if retained by owner.

4. COMPENSATION OF AGENT

Owner agrees to pay agent as compensation for the services described above five percent (5%) of the gross revenue actually received from the property. Such compensation is due and payable on the **25** day of each month, the amount actually received during the previous month. The amount due agent for each month shall be withdrawn by agent from the rental account. That the percentage stated herein is in addition to the hourly charge to be paid for the maintenance and repair work. In the event that the compensation for services is not by the **25** day of the month, a 10% service charge will be added on to the amount due agent for services rendered. Further, City agrees to forward to agent a check in the amount of five thousand dollars and no cents (\$5,000.00) to open an operating account for the above mentioned properties.

5. PAYMENTS TO OWNER

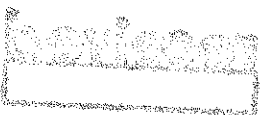
Agent shall remit to owner at intervals of not more than **6** months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes, licenses, repairs and other expenses that may be anticipated, but that are not due at the time to owner.

6. INSURANCE

The owner agrees to indemnify and save the agent harmless from any and all claims, debts or demands arising in connection with this management relationship, by any person, firm or corporation occurring by reason of or in connection with this contract and the owner agrees to carry liability insurance protecting Agent from any and all such liability and naming Agent as a co-insured. The aforesaid insurance shall be in an amount not less than **current amount**.

7. REIMBURSEMENT OF AGENT

Owner shall reimburse agent for the amount of any charges paid by agent and required for proper operation of the apartment project, if necessary funds are not available to agent from revenues received from the project or are not otherwise made available by owner.



8. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day April, 2013 and shall end on the 31st day of December, 2013, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) day's prior written notice.

9. NOTICE

Any notice required by this agreement shall be delivered by the owner at:
83 Broadway, Newburgh, NY 12550: Attention Michelle Kelson

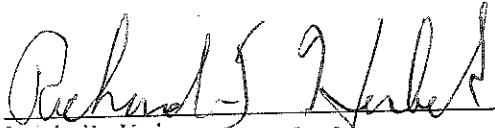
And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

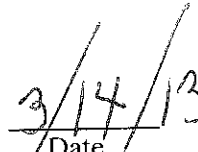
The owner will pay to the agent, a leasing/renting fee of one (1) month's rent on residential properties, for securing new tenants,.

The Owner hereby authorizes Agent to initiate legal proceedings against any tenant who is delinquent with their rent. Further, Agent is authorized to represent Owner in all matters dealing with the daily and legal operations of the above described property.

The terms of this contract are not subject to change, unless agreed upon by both owner and agent in writing.

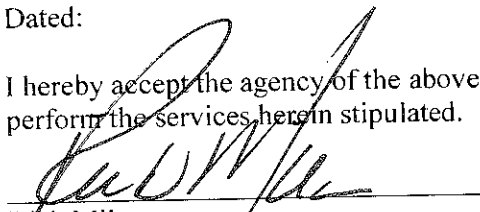
This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

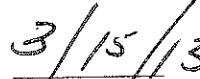

Richard F. Herbek
City Manager


Date

Dated:

I hereby accept the agency of the above property on the terms as herein provided and agree to perform the services herein stipulated.

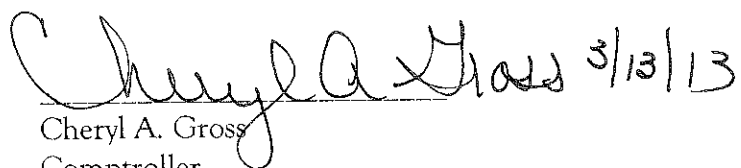

Rick Milton
Mesh Realty Group, Inc.


Date

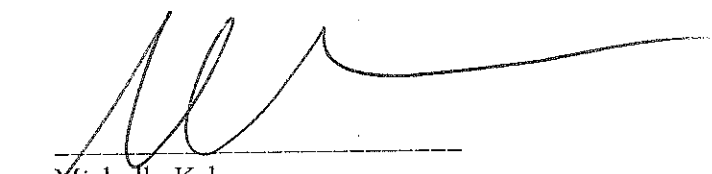
SCHEDULE "A"

1. 22 Bay View Terrace
2. 162 Broadway
3. 95 Carson Avenue
4. 34 Carter Street
5. 55 Farrington Street
6. 296 Grand Street
7. 63 Grove Street
8. 72 Hasbrouck Street
9. 81 Henry Avenue
10. 64 Johnston Street
11. 112 Johnston Street
12. 120 Johnston Street
13. 34 Lander Street
14. 8 Larter Street
15. 279 Liberty Street
16. 16 Lutheran Street
17. 119 Montgomery Street
18. 350 Water Street, Unit 7-9

APPROVED AS TO FINANCES


Cheryl A. Gross
Comptroller

APPROVED AS TO FORM


Michelle Kelson
Corporation Counsel

RESOLUTION NO.: ³⁰⁵_____ - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS
FOR JANUARY 1, 2017 THROUGH DECEMBER 31, 2018**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2017 and expiring December 31, 2018, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

Lyzzette Galbraith (Board of Ed.)
2063 Independence Dr.
New Windsor, NY 12553

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Michael McLymore, Sr.
(Board of Ed.)
1573 Rt. 300
Newburgh, NY 12550

Vickiana Demora
202 Fullerton Avenue
Newburgh, NY 12550

Lorene Vitek
8 Continental Drive
New Windsor, NY 12553

Naomi Fay
50 Academy Ave.
Cornwall-on-Hudson, NY 12520

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

Eliana Diaz
1 Chadwick Gardens, #C13
Newburgh, NY 12550

RESOLUTION NO.: __306___-2016

OF

NOVEMBER 14, 2016

**A RESOLUTION AMENDING RESOLUTION 247-2016 TO AMEND
THE 2016 PERSONNEL ANALYSIS BOOK AND
TO CLARIFY THE SALARY OF THE DEPUTY POLICE CHIEF**

WHEREAS, by Resolution No. 247-2016 of October 14, 2016, the City Council of the City of Newburgh amended the Personnel Analysis Book for 2016 to add the position of full-time Deputy Police Chief in the Police Department; and

WHEREAS, it has become necessary to clarify the salary for the position of full-time Deputy Police Chief in the Police Department at Grade 8 Step 6 for the period October 15, 2016 to December 31, 2016; and

WHEREAS, the City Council has determined that the a full-time Deputy Police Chief position in the Police Department will promote continuity in leadership and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 247-2016 of October 14, 2016 and the Personnel Analysis Book for 2016 be and is hereby amended to add a full-time Deputy Police Chief position in the Police Department at Grade 8, Step 6 for the period October 15, 2016 to December 31, 2016.

RESOLUTION NO.: 307 - 2016

OF

NOVEMBER 14, 2016

**A RESOLUTION TO AUTHORIZE AND ACCEPT \$175,000.00 AS A SETTLEMENT
IN THE MATTER OF CITY OF NEWBURGH V. WILLIAM J. HAUSER, P.E. AND
MCGOEY, HAUSER AND EDSALL CONSULTING ENGINEERS, P.C.**

WHEREAS, by Resolution No. 160-2010 of July 12, 2010, the City Council of the City of Newburgh authorized the commencement of litigation against McGoe, Hauser & Edsall, Consulting Engineers, P.C. and William J. Hauser, individually regarding the City Court Facility, Broadway School; and

WHEREAS, the City of Newburgh and the defendants have reached agreement on the terms for settlement in the litigation and to resolve all claims among them; and

WHEREAS, under the settlement the defendants have agreed to pay the City the amount of One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to prepare a stipulation of settlement and settle the claim of the City of Newburgh against William J. Hauser, P.E. and McGoe, Hauser & Edsall, Consulting Engineers, P.C. and accept the amount of One Hundred Seventy-Five Thousand and 00/100 (\$175,000.00) Dollars and that the City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 308-2016

OF

NOVEMBER 14, 2016

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 6016-2015 AND 5115-2016 INVOLVING SECTION 43 BLOCK 1 LOT 44.2 (C & G PROPERTIES OF NEWBURGH, INC.)

WHEREAS, C & G Properties of Newburgh, Inc. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2015-2016 and 2016-2017 tax assessment years bearing Orange County Index Nos. 6016-2015 and 5115-2016, respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, C & G Properties of Newburgh, Inc. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2015-2016 as tax map number 43-1-44.2 be reduced from an assessed value of \$1,100,000.00 and set at an assessed value of \$900,000.00; and
- 2- That the Petition filed by Petitioner for the tax year 2016-2017 be dismissed in its entirety.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X

Hon. Catherine M. Bartlett, AJSC

In the Matter of the Application of

C & G PROPERTIES OF NEWBURGH , INC.,

CONSENT JUDGMENT

Petitioner,

Index No.:006016 - 2015

Index No.: 005115- 2016

- against -

THE BOARD OF ASSESSORS FOR THE
CITY OF NEWBURGH and CITY OF
NEWBURGH

Respondents.

To review certain real property
Assessments for the year 2015 & 2016 under
Article 7 of the Real Property Tax Law.

--X

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties, it is

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2015-16 as follows:

Tax Map No. 43-1-44.2

be reduced in assessment from \$1,100,000.00 to a total assessment of \$900,000.00 for a total reduction in assessment of \$200,000.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petition filed to review the assessment for the real property of the Petitioner described on the tax rolls for the tax year 2016-2017 as follows:

Tax Map No. 43-1-44.2

be dismissed; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2015-2016 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this __day of _____, 2016 at Goshen, New York.

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

Hon. Michael G. Ciaravino
City Manager
Dated:
Per Res. No.

ALLISON G. CAPPELLA, ESQ.
Jacobowitz and Gubits, LLP
Attorney for Petitioner
Dated:

Hon. Joanne Majewski, IAO
Assessor
Dated:

ERIC D.OSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated: