



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

July 2, 2019
6:00 PM

Council Meeting Presentations

1. CDBG Consolidated Plan Public Hearing
Audiencia Pública del Plan Consolidado de CDBG

Work Session Presentations

2. CFA -NYS Office of Parks, Recreation and Historic Preservation Grant
Victor Cornelius

*Subvenciones CFA – Oficina de Parques, Recreación y Preservación
Histórica del Estado de Nueva York. (Victor Cornelius)*
3. Code Red Presentation
Nicholas Crispino

Presentación de “Código Rojo” (Nicholas Crispino)

Department of Public Works/ Departamento de Obras Públicas

4. Change Motor Equipment Operator to Laborer Position in Streets & Bridges Division
Resolution amending the 2019 Personnel Analysis Book to change one (1) Motor Equipment Operator position to a Laborer position in the City of Newburgh Department of Public Works. (George Garrison)

Una resolución enmendando el Libro de Análisis del Personal del 2019 para cambiar un (1) puesto de Operador de Equipo Motorizado a un puesto de Obrero en el Departamento de Obras Publicas de la Ciudad de Newburgh. (George Garrison)

Engineering/Ingeniería

5. PIN# 8761.39 Lake Drive Bridge Replacement Supplemental Agreement #2
Resolution authorizing the City Manager to execute Supplemental Agreement No. 2 with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs for the construction phase for the Replacement of the Lake Drive Bridge. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo Suplementario No. 2 con el Departamento de Transporte del Estado de Nueva York para financiar 100% de los costos elegibles de Ayuda Federal y Ayuda No Federal para la fase de construcción para el reemplazo del Puente "Lake Drive". (Chad Wade)

6. 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Program Grant in an amount not to exceed \$50,000.00 through the 2019 Consolidated Funding Application for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención del Programa de Planificación de Ingeniería de Infraestructura de Aguas Residuales del Departamento de Conservación Ambiental/Instalaciones Ambientales de Nueva York por una cantidad que no exceda \$50,000.00 por medio de la Solicitud de Financiación Consolidada 2019 para la preparación de un reporte de ingeniería para el reemplazo de la estación de bombeo en la Avenida Crescent. (Chad Wade)

7. 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station SEQRA

Resolution of the City Council of the City of Newburgh assuming Lead Agency status under State Environmental Quality Review Act for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station, declaring the project to be a Type II action, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents. (Chad Wade)

Una resolución del Ayuntamiento de la Ciudad de Newburgh el cual asume la condición de Agencia Líder bajo la Ley Estatal de Revisión de la Calidad Ambiental para la preparación de un informe de ingeniería para el reemplazo de la Estación de Bombeo en la Avenida Crescent, declarando que el proyecto es una Acción Tipo II, sin encontrar un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos de SEQRA. (Chad Wade)

8. Change Order 5G with METRA Industries

Resolution authorizing the City Manager to execute Change Order No. 5G with METRA Industries to increase the contract amount by \$67,202.82 and increasing the total contract amount from \$3,230,912.18 to \$3,298,115.00 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Cambio

de Orden 5G con Industrias METRA para incrementar el costo del proyecto por \$67,202.82 del monto original del contrato el cual es de \$3,298,115.00. a \$3,298,115.00 en el Proyecto de Construcción de Mejoras del Alcantarillado Sanitario de las Calles Liberty y Grand (Chad Wade)

Finance/Finanza

9. Authorization to invest funds with NYCLASS

Resolution approving The New York Cooperative Liquid Assets Securities System Cooperative Agreement. (Todd Venning)

Una Resolución aprobando el Acuerdo de la Cooperativa de Valores de Activos Líquidos de Nueva York. (Todd Venning)

Information Technology (IT) Department

10. Pitney Bowes lease renewal for 123 Grand Street

Resolution authorizing the City Manager to renew the lease agreement with Pitney Bowes for the postage machine in 123 Grand Street billed at \$232.74 per quarter for 48 months. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a renovar el acuerdo de arrendamiento con Pitney Bowes para la máquina de estampilla de correo ubicado en la 123 de la Calle Grand el cual será facturado por \$232.74 cada trimestre por 48 meses. (Todd Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

11. 448 Powell Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Lucie P. Costa to the premises known as 448 Powell Avenue (f/k/a 452 Powell Avenue) (Section 4, Block 1, Lot 24) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Lucie P. Costa a las instalaciones conocidas como la 448 de la Avenida Powell (452 Avenida Powell) (Sección 4, Bloque 1, Lote 24) (Michelle Kelson)

12. 12 Spring Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to David Freeman to the premises known as 12 Spring Street (Section 39, Block 4, Lot 22) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a David Freeman a las instalaciones conocidas como la 12 de la Calle Spring (Sección 39, Bloque 4, Lote 22) (Michelle Kelson)

13. Licence Agreement with Habitat for Humanity for 511 South Street

Resolution authorizing the City Manager to enter into a license agreement with

Habitat for Humanity of Greater Newburgh, Inc. to allow access to 511 South Street (Section 14, Block 3, Lot 14) to conduct a site investigation. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con Hábitat para la Humanidad de Newburgh, Inc. Para permitir acceso a la 511 de la Calle South (Sección 14, Bloque 3, Lote 14) para conducir una investigación del sitio. (Ali Church)

14. Purchase of 24 Temple Avenue

Resolution to authorize the conveyance of real property known as 24 Temple Avenue (Section 32, Block 3, Lot 8) at private sale to John Notaro for the amount of \$84,900.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 24 de la Avenida Temple (Sección 32, Bloque 3, Lote 8) en una venta privada a John Notaro por la cantidad de \$84,900.00. (Ali Church)

15. Purchase of 44 Hasbrouck Street

Resolution to authorize the conveyance of real property known as 44 Hasbrouck Street (Section 38, Block 3, Lot 50) at private sale to Judy Goldberger for the amount of \$25,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 44 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 50) en una venta privada a Judy Goldberger por la cantidad de \$25,000.00. (Ali Church)

16. Purchase of 31 Lutheran Street

Resolution to authorize the conveyance of real property known as 31 Lutheran Street (Section 29, Block 3, Lot 17) at private sale to Sarah Michael for the amount of \$10,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 31 de la Calle Lutheran (Sección 29, Bloque 3, Lote 17) en una venta privada a Sarah Michael por la cantidad de \$10,000.00. (Ali Church)

17. Purchase of 9 Carson Avenue

Resolution to authorize the conveyance of real property known as 9 Carson Avenue (Section 46, Block 5, Lot 21) at private sale to Eulogio Santiago and Felderi Santiago for the amount of \$2,500.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 9 de la Avenida Carson (Sección 46, Bloque 5, Lote 21) en una venta privada a Eulogio Santiago y Felderi Santiago por la cantidad de \$2,500.00. (Ali Church)

18. Annual Agreement with BOCES for Archival Storage

Resolution authorizing the City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales. (Ali Church)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

19. 2017 Edward Byrne Memorial Justice Assistance Grant (JAG)

Resolution authorizing the City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$17,500.00 with no City match required. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención de Asistencia de Justicia Conmemorativa de Edward Byrne de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de \$17,500.00 el cual no requiere que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

20. 2020 Summer Playground Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$19,800.00 requiring no City match for the 2020 Summer Playground Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$19,800.00 el cual no requiere que la Ciudad iguale los fondos para el programa parques infantiles de verano 2020. (Derrick Stanton)

21. 2020 Youth Soccer Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$17,400.00 requiring no City match for the 2020 Youth Soccer Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$17,400.00 el cual no requiere que la Ciudad iguale los fondos para el programa de futbol juvenil 2020. (Derrick Stanton)

22. 2020 Year Round Basketball Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$47,020.00 requiring no City match for the 2020 Year Around Basketball Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si

es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$47,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa Anual de Baloncesto. (Derrick Stanton)

23. Recreation Boxing Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$30,500.00 requiring no City match for the Youth Boxing Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$30,500.00 el cual no requiere que la Ciudad iguale los fondos para el programa juvenil de boxeo. (Derrick Stanton)

24. 2020 Teen Drop-In Center

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$21,020.00 requiring no City match for the Teen Drop-In Center Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$21,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa de Centro de reunión Juvenil. (Derrick Stanton)

25. Agreement with Sage Municipal Advisors, LLC

Resolution authorizing the City Manager to execute an agreement with Sage Municipal Advisors, LLC to provide professional services to the City of Newburgh relating to municipal securities. (Todd Venning)

Una resolución autorizando al Gerente Municipal a ejecutar un acuerdo con “Sage Municipal Advisors, LLC” para proporcionar servicios profesionales a la Ciudad de Newburgh con respecto a la seguridad municipal. (Todd Venning)

26. Contract with AMK Media LLC for communications consulting services

Resolution authorizing an agreement with AMK Media, LLC for communications consulting services in an amount not to exceed \$15,000.00 for a 12 month period. (Michelle Kelson)

Una resolución autorizando un acuerdo con AMK Media, LLC para servicios consultivos de comunicación por una cantidad que no exceda \$15,000.00 por un periodo de 12 meses. (Michelle Kelson)

Resolutions of Support/ Resoluciones de Apoyo

27. Resolution of Support for NUFFI DEC Environmental Justice Community

Impact Grant Program

Resolution supporting the application of the Newburgh Urban Farm and Food Initiative to the New York State Department of Environmental Conservation Environmental Justice Community Impact Grant Program for a project known as “Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh”

Una resolución de apoyo para la solicitud de la Iniciativa de agricultura y alimentación urbana de Newburgh al Programa de Subvenciones de Impacto Comunitario del Departamento de Conservación Ambiental del Estado de Nueva York para un proyecto conocido como “Promocionando Salud y Bienestar a través de la agricultura urbana/jardinería en la Ciudad de Newburgh”

Discussion Items/Temas de Discusión


28. Honorary Designations

Designaciones Honorarias

Executive Session/ Sesión Ejecutiva

29. Proposed, pending or current litigation

Litigación propuesta, pendiente o actual

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1784" in white. The center features a detailed illustration of a cityscape with a large building, a bridge, and a river, with the text "WASHINGTON'S HEADQUARTERS" above it.

Community Development Block Grant ("CDBG") 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
April, 2019**



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

- “Visioning Plan” Community Meetings
- “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Community Outreach Meetings

“What’s missing from the current vision is ‘how’ to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing” – Comment from the 2018 City of Newburgh Vision Plan Public Workshop #1



City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing
- CDBG Administration

*The “How” to do these things:
The FY2020 -2024 Consolidated
Plan will provide the City of
Newburgh with five years of
funding to implement priority
needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

- Park Improvements
- National Night Out
- Summer Children's Film Festival



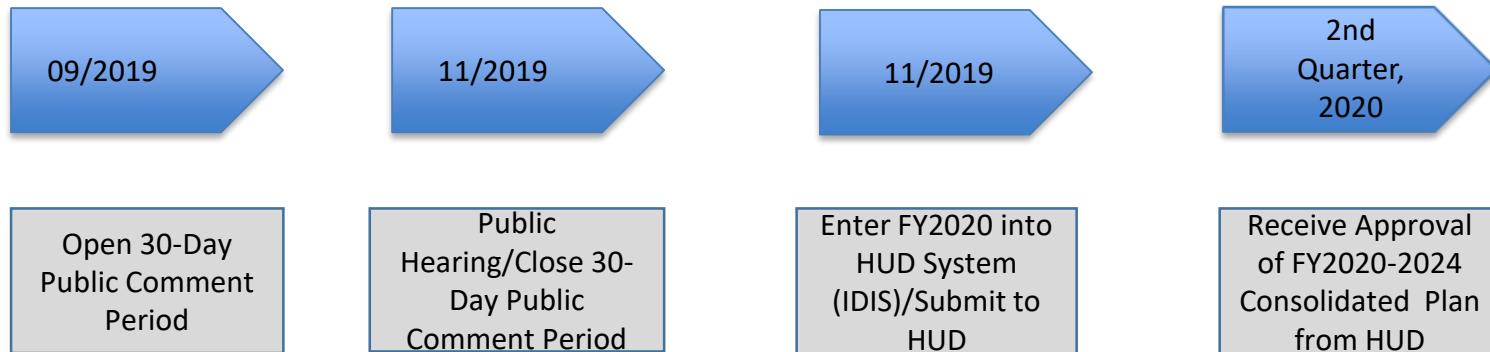
City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance

City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline



City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



FY2020 Proposed CDBG Projects/Funding

	Project Name	Description (Examples of Activities)	Project Funding	% Project Inc (if allocation greater than proposed)
Projects Funded through Entitlement Grant				
	In Rem Property Project	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$220,000.00	24%
	Infrastructure Improvements	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00	26%
	Park Improvements	Park Improvements	\$200,000.00	24%
	Community Policing/Neighborhood Services	2020 National Night Out, 2020 Children's Summer Film Festival	\$20,000.00	2%
	Homeowner Assistance Program	Homeowner Assistance Program	\$50,000.00	7%
	Administration	Program Administration, Staff Salary and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	17%
		Estimated Total FY2020 Allocation	\$845,000.00	100%

Project: In Rem Property Program
Budget: \$220,000.00

Summary

Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

Project: Park Improvements
Budget: \$200,000.00

Summary

Examples of projects include:

- Improvements to South St. Park, Newburgh Landing, The People's Park, Xavier Lunan Park



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects include:

- 2020 National Night Out
- 2020 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$50,000.00

Summary

Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.



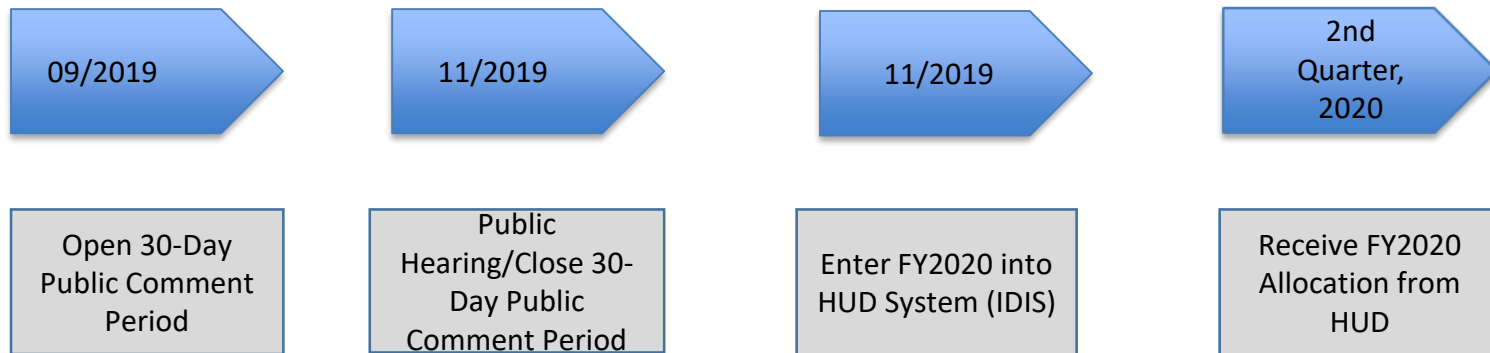
Project: Administration
Project Funding: \$130,000.00

Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



RESOLUTION NO.: _____-2019

OF

JULY 8, 2019

**A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK TO CHANGE
ONE (1) MOTOR EQUIPMENT OPERATOR POSITION TO A LABORER POSITION
IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the 2019 Personnel Analysis Book included one Motor Equipment Operator in the Streets and Bridges division of the Department of Public Works; and

WHEREAS, the Department of Public Works proposes to change the Motor Equipment Operator position to Laborer; and

WHEREAS, the City staff is recommending to this Council that the position of Motor Equipment Operator be changed to the position of Laborer to improve the efficiency of the Streets and Bridges Division of the Department of Public Works; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2019 be and is hereby amended to provide for a change in title from Motor Equipment Operator to Laborer in the Streets and Bridges Division of the Department of Public Works.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE CONSTRUCTION PHASE
FOR THE REPLACEMENT OF THE LAKE DRIVE BRIDGE**

WHEREAS, a Project for the Bridge Replacement of Lake Drive over Quassaick Creek (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way acquisition work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$1,625,000.00 is hereby appropriated from the 2016 BAN and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof; and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for

the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that in addition to the City Manager the following municipal titles: Mayor, Deputy Mayor, Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

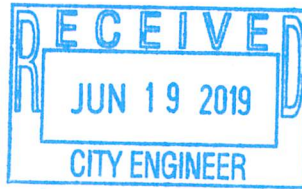


Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Acting Commissioner

LANCE MacMILLAN, P.E.
Regional Director



June 12, 2019

Mr. Jason Morris, P.E., City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: PIN 8761.39, LAKE DRIVE/QUASSAICK CREEK
CITY OF NEWBURGH, ORANGE COUNTY

SUPPLEMENTAL AGREEMENT #2 – D035371

Dear Mr. Morris:

Enclosed are eight (8) Supplemental Agreements to include the construction and construction inspection funds and change the contract end date from 12/19 to 12/21 for the above-referenced project. Seven (7) executed copies of the agreement, EACH with original signatures, notarizations and certified, seal-stamped resolutions, should be returned to this office. A sample resolution is attached for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the City Council and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or e-mail at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

SUPPLEMENTAL AGREEMENT NO 2 to D035371

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

City of Newburgh (the Municipality/Sponsor)

Acting by and through the **City Manager**

With its office at **83 Broadway, Newburgh, New York 12550**

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

☐ amending a project description

X amending the contract end date

X amending the scheduled funding by:

X adding additional funding:

X adding construction phase which covers eligible costs incurred on/after

☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx

☐ increasing funding for a project phases(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing a project phase(s)

☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

☐ Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: City of Newburgh
PIN: 8761.39
BIN: 2223630
Comptroller's Contract No: D035371
Supplemental Agreement No. 2
Date Prepared & By: 6/12/2019 mg

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____
*As per Res. No. -2019
Print Name: Joseph P. Donat
Title: City Manager

Municipality/Sponsor Attorney:

By: _____
Print Name: Michelle Kelson
Corporation Counsel

Municipality/Sponsor Finance:

By: _____
Todd Tenning, City Comptroller

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

On this _____ day of July, 2019 before me personally came
Joseph P. Donat to me known, who, being by me duly sworn did depose and
say that he/she resides at 83 Broadway, Newburgh, NY; that he/she is the City Manager
of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was
executed by order of the City Council of said Municipal/Sponsor
Corporation pursuant to a resolution or other authorization which was duly adopted on
July 8, 2019 and which a certified copy is attached and made a part
hereof, and that he/she signed his/her name thereto by like order.

ELIZABETH D. GARRISON
Notary Public, State of New York
No. 01GA5053248
Qualified in Orange County
Commission Expires December 11, 2021

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

Agency Certification: In addition to the Acceptance of this
contract, I also certify that original copies of this signature
page will be attached to all other exact copies of this
Contract.

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.39

OSC Municipal Contract #: D035371	Contract Start Date: <u>2/15/2017</u> (mm/dd/yyyy) Contract End Date: <u>12/30/2021</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
--	---

Purpose:	<input type="checkbox"/> Original Standard Agreement	<input checked="" type="checkbox"/> Supplemental Schedule A No. 2
-----------------	--	---

Agreement Type:	<input checked="" type="checkbox"/> Locally Administered	Municipality/Sponsor (Contract Payee): City of Newburgh Other Municipality/Sponsor (if applicable):
<input type="checkbox"/> State Administered		
List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.		
<input type="checkbox"/> Municipality:		% of Cost share
<input type="checkbox"/> Municipality:		% of Cost share
<input type="checkbox"/> Municipality:		% of Cost share

Authorized Project Phase(s) to which this Schedule applies:	<input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS
--	---

Work Type: BR REPLACE	County (If different from Municipality): Orange County
------------------------------	---

Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Check, if Project Description has changed from last Schedule A): <input type="checkbox"/>
Project Description: BIN 2223630 Lake Drive Over Quassaick Creek, City of Newburgh, Orange County	

Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.39.121	Current	STP	\$365,000.00	\$292,000.00	\$73,000.00	\$0.00
	Old	STP	\$365,000.00	\$292,000.00	\$73,000.00	\$0.00
8761.39.221	Current	STP	\$20,000.00	\$16,000.00	\$4,000.00	\$0.00
	Old	STP	\$20,000.00	\$16,000.00	\$4,000.00	\$0.00
8761.39.222	Current	STP	\$68,545.00	\$54,836.00	\$13,709.00	\$0.00
	Old	STP	\$68,545.00	\$54,836.00	\$13,709.00	\$0.00
8761.39.321	Current	STP	\$1,625,000.00	\$1,300,000.00	\$325,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,078,545.00	\$1,662,836.00	\$415,709.00	\$ 0.00

C. Local Deposit(s) from Section A:

\$ 0.00

Additional Local Deposit(s)

\$

Total Local Deposit(s)

\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,662,836.00	\$ 0.00	\$415,709.00	\$ 0.00	\$2,078,545.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

 Name: Marshall Gioia
 Phone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

[illegible]

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Lake Drive over Quassaick Creek Bridge Replacement (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$1,625,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, Deputy Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION/ENVIRONMENTAL FACILITIES CORPORATION WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$50,000.00 THROUGH THE 2019 CONSOLIDATED FUNDING APPLICATION FOR THE PREPARATION OF AN ENGINEERING REPORT FOR THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes to fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; and

WHEREAS, the City of Newburgh is eligible for a Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant for funding up to \$50,000.00 for the preparation of an engineering report with a 20% match which can be in the form of in-kind services provided by the City's Engineering Department; and

WHEREAS, this Council has determined that applying for and accepting the 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 Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant in an amount not to exceed \$50,000.00 with a 20% percent match in the form of in-kind services by the City Engineering Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

DEC/EFC Wastewater Infrastructure Engineering Planning Grant Program

Funding Available: Up to \$3 million

Description

The New York State Department of Environmental Conservation (DEC), in conjunction with the New York State Environmental Facilities Corporation (EFC), will offer grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects. Up to \$3 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to \$100,000⁴⁷ are available to finance engineering and planning services for the production of an engineering report.

The ultimate goal of the EPG program is to advance water quality projects to construction so successful applicants can use the engineering report funded by the grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or other funding entities to further pursue the identified solution.

Eligible Applicants

- Municipalities as defined in the Definitions section of this document; and
- Median household income (MHI) of the municipality must be:
 - Equal to or less than \$70,000 according to the United States Census, 2017 American Community Survey for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
 - Equal to or less than \$90,000 according to the United States Census, 2017 American Community Survey for municipalities located in REDC regions of Long Island, New York City and Mid-Hudson.

A summary of the United States Census, 2017 American Community Survey MHI data can be found on the EPG page on the EFC website at www.efc.ny.gov/epg.

- Municipalities may have no more than two active EPG awards at the same time. An active EPG award includes a project that has been awarded funding and is awaiting an executed grant agreement or currently has an executed grant agreement with EFC.

Eligible Activities

Funding can be used by municipalities for the preparation of an engineering report⁴⁸. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. In addition, the costs to conduct an environmental review for the recommended alternative are eligible. Design and construction costs are not eligible.

Priority will be given to municipalities proposing planning activities that are:

- required by an executed Order on Consent; or
- required by a draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
- upgrading or replacing an existing wastewater system; or

⁴⁷ See the "Grant Award Details" section of this document for details of funding amounts.

⁴⁸ See the "Definitions" section of this document for specific information on the required contents of the engineering report.

- constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- addressing a pollutant of concern in a watershed implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan).

Requirements

The report must follow EFC's current Engineering Report Outline, consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)⁴⁹ and a comprehensive analysis of the following alternatives:

- No-action alternative
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction
- Regional consolidation opportunities
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems)

Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.

Smart Growth alternative(s) must be considered and documented in the engineering report.

Ineligible Planning Activities

- Projects that do not lead to the restoration or protection of a surface waterbody or groundwater.
- Projects that do not address improvements to a publicly-owned treatment works.⁵⁰
- Projects and scope that are listed on the 2019 CWSRF Intended Use Plan Annual Project Priority List.

Grant Awards

There are three grant award categories, as listed below, for the planning of wastewater infrastructure projects. The first two categories are for any wastewater infrastructure-related planning activity, including disinfection. The third category is limited to inflow and infiltration evaluations as a result of an Order on Consent or SPDES Permit Compliance Schedule

Category 1 - \$30,000 Grant

- Population of Municipality: 50,000 or less according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC website at www.efc.ny.gov/epg.

⁴⁹ Must be consistent with the NYS Community Risk and Resiliency Act.

⁵⁰ In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly-owned. See the "Definitions" section of this document on what is considered an eligible publicly-owned treatment works activity.

Category 2 - \$50,000 grant

- Population of Municipality: Greater than 50,000 according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC EPG website at www.efc.ny.gov/epg.

Category 3 - \$100,000 grant (only for inflow and infiltration projects as a result of an Order on Consent or SPDES Permit Compliance Schedule)

- Population of Municipality: no limit

Match

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services⁵¹. Other grants may not be used for local match. The applicant should identify the source of the match at the time that the application is submitted.

Grant Payment

The grant will be disbursed in two or more payments based on the municipality's progress toward completion of an acceptable engineering report. The municipality will receive its first disbursement as an advance payment once the grant agreement is executed. The final disbursement will be made to the municipality when its engineering report has been completed and accepted by DEC and EFC.

Long Range Program Goals

The state encourages grant recipients to use the engineering report completed under this grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or from other funding entities to further pursue the recommended solution.

Evaluation Criteria

Applications will be scored and selected based on the following criteria:

- Will provide a measurable improvement or protection of water quality
- Is identified in a SPDES permit, consent order, or watershed Implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan) or is a new wastewater treatment system and/or collection system to replace or upgrade an existing system or unsewered area
- Is identified in a formally adopted plan such as a comprehensive plan, master plan, asset management plan, or local waterfront revitalization plan
- Addresses a DEC priority
- Aligns with the goals and priorities of its Regional Council Strategic Plan

⁵¹ See the "Definitions" section of this document for specific information on what is considered in-kind services.

Performance Measures	<p>Project would address a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan</p> <p>OR</p> <p>would address the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as “precluded” or “impaired”</p> <p>OR</p> <p>is to upgrade municipal systems to meet new wastewater treatment effluent disinfection requirements.</p> <p>Points: 38</p>	<p>Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as “stressed” or “threatened”</p> <p>Points: 20</p>	<p>Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment.</p> <p>Points: 10</p>	<p>Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment.</p> <p>Points: 5</p>
Strategies	<p>The planning project is required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).</p> <p>Points: 22</p>	<p>The planning project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system, but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects.</p> <p>Points: 12</p>	<p>The planning project is for a new wastewater treatment and/or collection system for a currently unsewered area.</p> <p>Points: 6</p>	
Vision	<p>Project is in a formally adopted plan⁵²</p> <p>AND</p> <p>Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 10</p>	<p>Project is in a formally adopted plan</p> <p>OR</p> <p>Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 5</p>	<p>Project is not in a formally adopted plan</p> <p>AND</p> <p>Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 0</p>	
Agency Priority	<p>Planning projects that are:</p> <ul style="list-style-type: none"> required by an executed Order on Consent; or required by a draft or final SPDES permit (e.g. 	<p>Project to upgrade or replace an existing wastewater system.</p> <p>Points: 5</p>	<p>Project does not align with DEC and EFC priorities.</p> <p>Points: 0</p>	

⁵² Formally adopted plans include comprehensive plans, master plans, asset management plans, local waterfront revitalization plans, and other land use planning type plans. Unacceptable plans include: annual system reports; consent orders, REDC strategies; TMDLs; TMDL implementation plans; watershed implementation plans; and watershed action agendas.

	disinfection, nitrification, etc.); or <ul style="list-style-type: none"> • constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or • identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or • submitted by an applicant who qualifies as a hardship community in the 2018 CWSRF Intended Use Plan. <p>Points: 10</p>		
Regional Economic Development Priority	Up to 20 points is assigned by the Regional Economic Development Council according to their criteria.		

Applications will receive a final score and be selected for grant funding from the highest down to the lowest ranked scores.

In case of a tie, DEC will look at individual scoring categories in the following order to determine a grant award:

1. Performance Measures
2. Strategies
3. Vision
4. Agency priorities
5. REDC
6. Tie breaker: date and time received

DEC and EFC will consider regional distribution in the determination of awards, to the extent practicable.

Multiple Application Submissions

EFC/DEC reserve the right to limit the number of awards per municipality to one per Round. If an applicant chooses to submit multiple applications for their municipality, please prioritize the applications. Please note, municipalities may only have two active EPG awards.

Successful Applicant Requirements

Documentation: Successful applicants must enter into a grant agreement to receive grant funds. Documentation for the following requirements must be submitted prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance including all third-party funding agreements, and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution declaring State Environmental Quality Review Act (SEQR) findings or determinations for the planning activities associated with the grant.

4. Legal right to own, operate and maintain the project for the duration of its useful life.
5. Executed Engineering Agreement that complies with NYS Minority/Woman-owned Business Enterprises (MWBE) and Service Disabled Veteran-Owned Business (SDVOB) Program, and Equal Employment Opportunity (EEO) requirements.
6. Completed Smart Growth Assessment Form.
7. Board resolution for designation of an Authorized Representative for the project.

The grant agreement must be executed within 12 months of grant award.

Definitions

Engineering Report - means the document or documents, which determines the technical feasibility and estimated cost of a CWSRF eligible project. [21 NYCRR 2602.2(a)(22) New York State Clean Water Revolving Fund Regulations]

In-Kind Services - means services performed by capable and qualified employees of the grant recipient for technical and administrative force accounts that are directly related to and in support of the development of the Engineering Report and are deemed reasonable by the Environmental Facilities Corporation.

Municipality - means any county, city, town, village, district corporation, county or town improvement district, Indian reservation wholly within New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and operate a project, or any two or more of the foregoing which are acting jointly in connection with a project. [21 NYCRR 2602.2(a)(49) New York State Clean Water Revolving Fund Regulations]

Planning - means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process. [21 NYCRR 2602.2(a)(51) New York State Clean Water Revolving Fund Regulations]

Treatment Works (Publicly-Owned) – Includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, only if they convey wastewater to a publicly owned treatment plant, and combined storm water and sanitary sewer systems. [Section 212 (2) (A) & (B) of the Federal Clean Water Act].

Watershed Implementation Plan – Total Maximum Daily Load (TMDL), DEC Harmful Algal Blooms (HABs) Action Plan (<https://www.dec.ny.gov/chemical/113733.html>), or Nine Element Plan, (<https://www.dec.ny.gov/chemical/103264.html>)

Additional Resources

- NYS EFC engineering report guidelines: <https://www.efc.ny.gov/EPG>
- DECinfo Locator (most up to date source of WI/PWL segment assessments): <https://www.dec.ny.gov/pubs/109457.html>

- *TR-16 Guides for the Design of Wastewater Treatment Works, Latest Edition*—New England Interstate Water Pollution Control Commission: <http://neiwppcc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/>
- *The New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act*:
<https://www.dec.ny.gov/energy/102559.html#Implementation>
- For more information, visit <http://www.dec.ny.gov/pubs/81196.html> or www.efc.ny.gov/epg

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT FOR THE PREPARATION OF AN ENGINEERING REPORT FOR
THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION,
DECLARING THE PROJECT TO BE A TYPE II ACTION, FINDING NO SIGNIFICANT
ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the preparation of the engineering report; and

WHEREAS, under Section 617.5(c)(27) of the SEQRA Regulations, the preparation of an engineering report constitutes a Type II Action as an engineering study and preliminary planning process necessary to the formulation of a proposal for action which does not commit the City to commence, engage in or approve such action;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that funding the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning constitutes a Type II Action, as the quoted term is defined in the SEQRA Regulations, and that no further review for SEQRA purposes is required; and that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA determination.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5G WITH METRA INDUSTRIES TO INCREASE THE
CONTRACT AMOUNT BY \$67,202.82 AND INCREASING THE TOTAL CONTRACT
AMOUNT FROM \$3,230,912.18 TO \$3,298,115.00 IN THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58; and

WHEREAS, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 3G in the amount of \$1,914.40 as a credit to the contractor decreasing the total contract price from \$3,369,469.58 to \$3,367,555.18; and

WHEREAS, by Resolution No. 2-2019 of January 14, 2019, the City Council authorized the Interim City Manager to execute Change Order 4G in the amount of \$136,643.00 as a credit to the contractor decreasing the total contract price from \$3,367,555.18 to \$3,230,912.18; and

WHEREAS, further adjustments to the contract require Change Order No. 5G to increase the total contract price by \$67,202.92 to a total contract price of \$3,298,115.00; and

WHEREAS, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 5G increasing the total contract price by 67,202.92 to a total contract price of \$3,298,115.00 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.



637 Broadway, Suite 2B
Newburgh, NY 12550
(845) 391-8360
(845) 391-8361 Fax

LETTER OF TRANSMITTAL

DATE: June 11, 2019

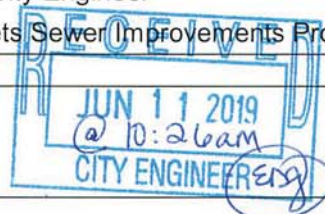
JOB No.: 1352.005.002

PHASE: 0800

ATTENTION: Mr. Jason Morris, P.E. City Engineer

RE: Liberty and Grand Streets Sewer Improvements Project

To: The City of Newburgh
83 Broadway
Newburgh, NY 12550



WE ARE SENDING YOU: ☐ Attached ☐ Separate cover VIA: ☒ Hand Delivery ☐ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight / ☐ 2-day / Other: _____

the following Items:

☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☐ Change Order ☐ Letter ☐ Application ☐ Samples ☒ Other Pay application

COPIES	DATE	DESCRIPTION
1	06/11/19	Change order #5

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return _____ corrected plans
☐ For review and comment ☐ Rejected - Resubmit as Specified ☐ Prints returned after loan to us
☐ For bids due _____ ☐ Other _____

REMARKS:

Please find change order #5.

Please contact our office with any questions.

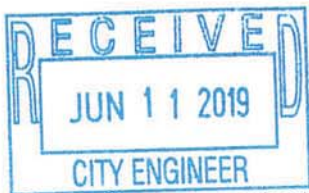
Thank you,

Barton & Loguidice, D.P.C.

cc:

Printed name: Matthew Scavarda

Title: Engineer II



Change Order

No. **5G**

Date of Issuance: 5/10/2019

Effective Date: 5/10/2019

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction		Date of Contract: October 23, 2017
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey		Engineer's Project No.: 1352.005.002

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Quantity adjustments, costs associated with design changes, and extra work orders.

Attachments (list documents supporting change):

Change order 5G spreadsheet summary. Extra work orders.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,298,115.00

Decrease from previously approved Change Orders:

\$67,202.82

Contract Price prior to this Change Order:

\$3,230,912.18

Increase of this Change Order:

\$67,202.82

Contract Price incorporating this Change Order:

\$3,298,115.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

Increase of this Change Order: *

Substantial completion (days or date): *

Ready for final payment (days or date): *

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/10/19

Approved by Funding Agency (if applicable): *AS per Resolution No. -2019

ACCEPTED:

By: [Signature]
*Owner (Authorized Signature)
Joseph P. Donat, City Manager

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: May 20, 2019

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1

Item No.	Description	Reason for Change	Quantity	Unit	\$/Unit	Total Cost	Adjusted Time (Days)
EW 21	Additional Excavation	Due to a conflict with existing utilities, the new storm sewer was lowered to avoid the conflict.	1	LS	\$44,284.36	\$20,055.65	0
EW 25	Flushing Sewer Mains	Flushing of existing sanitary sewer on Liberty Street	1	LS	\$54,424.85	\$27,709.10	
EW 28	24" Storm Sewer	Reinstallation of 24" storm pipe	1	LS	\$1,639.26	\$0.00	0
EW 29	8" Water Main Repair	Additional cost to repair broken water main	1	LS	\$10,682.12	\$0.00	
EW 30	Catch Basin Holes	Precast Holes in structures were too small to accept pipes	1	LS	\$3,233.14	\$0.00	0
EW 31	Connect Existing Sewer	Connect existing sewer to manhole 2A	1	LS	\$9,045.10	\$0.00	0
EW 32	Existing Utilities	Additional cost to cross an existing watermain not shown on plans.	1	LS	\$2,354.69	\$0.00	0
EW 35	Additional Lateral At 268	Additional cost to install a lateral at 268 Grand Street	1	LS	\$3,322.49	\$0.00	0
EW 36	Additional Rock Removal	Rock removal encountered during utility installation	1	LS	\$10,495.71	\$10,495.71	0
EW 37	Water Main repair	Contractor assisted city to repair 4" water main	1	LS	\$3,879.64	\$3,879.64	0
EW 38	Handle Trench Box and Plates	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	\$3,189.24	\$3,189.24	0
EW 39	Lateral and Water service at 416 Liberty Street	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	\$7,515.82	\$0.00	0
EW 40	CB at 238 Grand Street	Contractor was directed to perform cleaning and CCTV investigative work on unknow sewer mains	1	LS	\$7,088.65	\$0.00	0
EW 41	Locate existing laterals	Contractor removed the trench box and plates from access for for flushing sewer on Grand street and backfilled hole.	1	LS	\$8,967.67	\$0.00	0
EW 42	Backfill Test Pit on Grand Street	Contractor disconnected temporary tie in of existing sewer system to the new storm sewer and reconnected to the new sanitary sewer.	1	LS	\$2,922.48	\$2,922.48	0
EW 44	Sanitary Lateral at 378-380 Liberty Street	Additional costs resulting from design changes of the sanitary sewer on Liberty Street	1	LS	\$4,475.99	\$0.00	0
EW 45	Water Main Repair	Contractor assisted city to repair 8" water main	1	LS	\$8,566.16	\$0.00	0
EW 46	Broken Gas Service	During excavation of revised profile of sanitary sewer rock had to be removed.	1	LS	\$2,579.87	\$0.00	0
38	Remove and Reset Bluestone	Quantity adjustment	242.5	LF	-\$242.50	-\$241.50	0
39	Reset Cobblestone Gutter	Quantity adjustment	161.5	LF	-\$807.50	-\$807.50	0

Total Cost \$67,202.82

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**RESOLUTION APPROVING
THE NEW YORK COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM
COOPERATIVE AGREEMENT**

WHEREAS, New York Cooperative Liquid Assets Securities System (NYCLASS) is a short term, liquid investment fund designed specifically for the public sector; and

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (“Section 119-o”) empowers municipal corporations, as defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts, to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the City of Newburgh wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014; and

WHEREAS, the City of Newburgh wishes to assure the safety and liquidity of its funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows that Todd Venning, Director of Finance/City Comptroller, is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of the City of Newburgh.

Director of Finance/City Comptroller

Signature of Todd Venning
Per Res. No.

Title

Todd Venning

Printed Name

Date

RESOLUTION NO.:_____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW THE LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN 123 GRAND STREET
BILLED AT \$232.74 PER QUARTER FOR 48 MONTHS**

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in 123 Grand Street; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$232.74 for a period of 48 months with funding to be derived from A.1670.400; and

WHEREAS, entering into a new lease will yield a total savings of \$181.89 per quarter; and

WHEREAS, this Council has reviewed such lease agreement and finds that the execution of such lease agreement 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 enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to renew the lease for the postage machine for 123 Grand Street.

RESOLUTION NO.: _____-2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LUCIE P. COSTA TO THE PREMISES KNOWN AS
448 POWELL AVENUE (F/K/A 452 POWELL AVENUE) (SECTION 4, BLOCK 1, LOT 24)**

WHEREAS, on December 12, 2001, the City of Newburgh conveyed property located at 448 Powell Avenue (f/k/a 452 Powell Avenue), being more accurately described on the official Tax Map of the City of Newburgh as Section 4, Block 1, Lot 24, to Lucie P. Costa; and

WHEREAS, the owner, by her attorney, has requested a release of the restrictive covenants contained in said deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, and 6 of the aforementioned deed.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 448 Powell Avenue (f/k/a 452 Powell Avenue), Section 4, Block 1, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated December 12, 2001, from THE CITY OF NEWBURGH to LUCIE P. COSTA, recorded in the Orange County Clerk's Office on January 14, 2002, in Liber 5744 of Deeds at Page 309 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO DAVID FREEMAN TO THE PREMISES KNOWN AS
12 SPRING STREET (SECTION 39, BLOCK 4, LOT 22)**

WHEREAS, on November 30, 1981, the City of Newburgh conveyed property located at 12 Spring Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 4, Lot 22, to David Freeman; and

WHEREAS, the current owner, by his attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

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 12 Spring Street, Section 39, Block 4, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 30, 1981, from THE CITY OF NEWBURGH to DAVID FREEMAN, recorded in the Orange County Clerk's Office on December 7, 1981, in Liber 2211 of Deeds at Page 62 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

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO ALLOW ACCESS TO 511 SOUTH STREET (SECTION 14, BLOCK 3, LOT 14)
TO CONDUCT A SITE INVESTIGATION**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has expressed an interest in redeveloping City-owned vacant land located at 511 South Street more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the "Property"), for the purpose of constructing a new residence for the purpose of homeownership; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow access to the Property prior to finalizing a transfer of the property for the purposes of and to perform a site investigation; and

WHEREAS, such access to the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to City-owned property identified as 511 South Street, Section 14, Block 3, Lot 14, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2019, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a New York not-for-profit corporation with a mailing address of 125 Washington Street, Newburgh, New York 12550 (“Licensee”).

WHEREAS, the City is the owner of real property identified as 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the “Property”); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site; and

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

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the real property located at 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the “Property”) and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to subsurface investigation which may include a excavating, digging test pits, soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant property and associated tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Section 3. Insurance. The Licensee shall not commence or perform site investigation work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the site investigation by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Joseph P. Donat, City Manager
Per Resolution No.:

HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 24 TEMPLE AVENUE (SECTION 32, BLOCK 3, LOT 8) AT PRIVATE SALE
TO JOHN NOTARO FOR THE AMOUNT OF \$84,900.00**

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 24 Temple Avenue, being more accurately described as Section 32, Block 3, Lot 8, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
24 Temple Avenue	32 - 3 - 8	John Notaro	\$84,900.00

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

Terms and Conditions Sale

24 Temple Avenue, City of Newburgh (SBL: 32-3-8)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, 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 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. 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 Closing Deadline date. If such conveyance occurs, 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.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$10,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

John Notaro

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 44 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 50)
AT PRIVATE SALE TO JUDY GOLDBERGER FOR THE AMOUNT OF \$25,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 44 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 50, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
44 Hasbrouck Street	38 - 3 - 50	Judy Goldberger	\$25,000.00

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

Terms and Conditions Sale

44 Hasbrouck Street, City of Newburgh

(SBL: 38-3-50)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2019-2020**, 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 **2019-2020**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. 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 Closing Deadline date. If such conveyance occurs, 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.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$2,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Judy Goldberger

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 31 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 17)
AT PRIVATE SALE TO SARAH MICHAEL FOR THE AMOUNT OF \$10,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 31 Lutheran Street, being more accurately described as Section 29, Block 3, Lot 17, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
31 Lutheran Street	29 - 3 - 17	Sarah Michael	\$10,000.00

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

Terms and Conditions Sale

31 Lutheran Street, City of Newburgh (SBL: 29-3-17)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, 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 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. 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 Closing Deadline date. If such conveyance occurs, 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.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

Sarah Michael

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 9 CARSON AVENUE (SECTION 46, BLOCK 5, LOT 21)
AT PRIVATE SALE TO EULOGIO SANTIAGO AND FELDERI SANTIAGO
FOR THE AMOUNT OF \$2,500.00**

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 9 Carson Avenue, being more accurately described as Section 46, Block 5, Lot 21, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
9 Carson Avenue	46 - 5 - 21	Eulogio Santiago Felderi Santiago	\$2,500.00

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

Terms and Conditions Sale

9 Carson Avenue, City of Newburgh (SBL: 46-5-21)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, 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 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. 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 Closing Deadline date. If such conveyance occurs, 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.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

Eulogio Santiago

Felderi Santiago

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH ORANGE-ULSTER BOCES
FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS**

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Orange-Ulster BOCES, at a cost of approximately \$3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019, the City Council authorized a one year renewal agreement for the period June 2018 to June 2019 with Orange-Ulster BOCES at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the City of Newburgh wishes to renew the agreement with Orange-Ulster BOCES for another year; and

WHEREAS, the cost for these services is approximately \$306.00 per month and shall be derived from A.1460.0448 Records Management—Other Services; and

WHEREAS, this Council has determined that entering into this agreement 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 enter into a one year renewal agreement with Orange-Ulster BOCES for the period June 2019 through June 2020, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
IN THE AMOUNT OF \$17,500.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh Police Department has been advised that they will receive grant funding for services and expensed of drug, violence, and crime control and prevention programs within the City; and

WHEREAS, said grant funds shall come from the SFY 2017-2018 Edward Byrne Legislative Initiatives Program which are appropriated in the state's annual budget; and

WHEREAS, funds will be used to purchase two (2) Trek Powerfly Police bicycles, four (4) WatchGuard body warn cameras with a 3 year warranty, Twenty (20) body warn camera attachment clips, five (5) Blackhawk X26p Taser holsters, and one (1) street surveillance camera; and

WHEREAS, there is no City match required; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh and its residents 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 accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$17,500.00 with no City match required; 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 purchases funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$19,800.00 REQUIRING NO CITY MATCH
FOR THE 2020 SUMMER PLAYGROUND PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from the New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$19,800.00 for the 2020 Summer Playground Program which is a 6-week day camp for boys and girls in grades 1st through 6th; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

WHEREAS, no City matching funds are required; and

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

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 Office of Children and Family Services Youth Development Program Grant in the amount of \$19,800.00 requiring no City match for the 2020 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$17,400.00 REQUIRING NO CITY MATCH
FOR THE 2020 YOUTH SOCCER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$17,400.00 for a Youth Soccer Program which includes soccer training and recreational leagues conducted in the winter, spring, and fall of 2020; and

WHEREAS, funds will be utilized for the costs of referees, gym rental, and equipment; and

WHEREAS, no City matching funds are required; and

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

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 Office of Children and Family Services Youth Development Program Grant in the amount of \$17,400.00 requiring no City match for the 2020 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$47,020.00 REQUIRING NO CITY MATCH
FOR THE 2020 YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an YDP Grant in an amount not to exceed \$47,020.00 for the 2020 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

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

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 Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$47,020.00 requiring no City match for the 2020 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$30,500.00 REQUIRING NO CITY MATCH
FOR THE YOUTH BOXING PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$30,500.00 for the Youth Boxing Program from January 2020 through December 2020; and

WHEREAS, funds will be utilized for the costs of a coach, first aid equipment, cleaning supplies, ring and chairs for shows, rental vans, gloves, shoes, uniforms, wraps, gauze, tape, protectors, head gear, pass books etc., and air and ground transportation; and

WHEREAS, no City matching funds are required; and

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

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 Office of Children and Family Services Youth Development Program Grant in the amount of \$30,500.00 requiring no City match for the Youth Boxing Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$21,020.00 REQUIRING NO CITY MATCH
FOR THE TEEN DROP-IN CENTER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$21,020.00 for the Teen Drop-in Center Program which is designed to promote health and social skills for high school aged youth and will consist of two 10 week sessions operating Monday, Thursday and Friday from 3:00 pm to 9:00 pm; and

WHEREAS, funds will be used for staff salaries and facility rental; and

WHEREAS, no City matching funds are required; and

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

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 Office of Children and Family Services Youth Development Program Grant in the amount of \$21,020.00 requiring no City match for the Teen Drop-in Center Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH SAGE MUNICIPAL ADVISORS, LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO MUNICIPAL SECURITIES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to enter into a professional services agreement with Sage Municipal Advisors, LLC for such services;

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 in substantially the same form as annexed hereto, with other terms as Corporation Counsel may require, with Sage Municipal Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
AMK MEDIA, LLC FOR COMMUNICATIONS CONSULTING SERVICES
IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR A 12 MONTH PERIOD**

WHEREAS, the City has obtained a proposal for professional communications consulting services to assist the City of Newburgh with improving its digital communications to reach residents, stakeholders, new audiences and increase positive media coverage of the City; and

WHEREAS, AMK Media, LLC, Inc. has submitted a proposal with a scope of work to include, but not be limited to, standardizing, implementing and streamlining social media best practices; the design, launch and maintain a monthly community newsletter; establishing a forward-looking content calendar of City news, messages and events; and overall assistance with general communications tasks; and

WHEREAS, funding for said professional communications consulting services will be derived from A.1230.0455; and

WHEREAS, this Council finds that entering into an agreement with AMK Media, LLC for professional communications consulting services 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 enter into an agreement with AMK Media, LLC for professional communications consulting services in a total amount not to exceed \$15,000.00 for a 12 month period.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this 23 day of June, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **“CITY,”** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **AMK Media**, a firm with principal offices at 3 Marne Ave, Newburgh, NY 12550, hereinafter referred to as **“VENDOR.”**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”). Any document executed by the City Manager shall be presumed to have been duly authorized as required by this Agreement. Any SERVICES provided pursuant to any writing that purports to comply with this Agreement and authorize same shall entitle VENDOR to payment under this Agreement, notwithstanding any failure of any city official to have such execution or authorization approved as required by this Agreement. If at any time any CITY official or other agent for the CITY becomes aware of any defect in any such writing or authorization, written notice shall be provided to VENDOR immediately and VENDOR shall cease any further services, provided, however, that payment shall be due to VENDOR for any services rendered prior to receipt of such notice.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY’s rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2019, and ending July 1, 2020.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior

express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages in such amounts as are commercially reasonable for employers similar to VENDOR's size and services. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance

described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents, except to the extent that the CITY or its officials, employees or agents have engaged in actions or omissions that contributed to such claim, loss, damage, liability, cost or expense.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other party, effective upon receipt, terminate this Agreement in whole or in part at any time.

Upon termination of this Agreement, the parties shall comply with the following closeout procedures:

- A. Accounting for and refunding to the CITY within thirty (30) days, any unearned funds which have been paid to VENDOR pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR may continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement, except that if VENDOR accepts such payment under protest, the provisions of this paragraph shall not apply.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts determined by a court of competent jurisdiction to be due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY, which shall not be unreasonably withheld. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order. Any modification executed by the City Manager shall be presumed to be a valid modification, and VENDOR shall be entitled to payment for services rendered relying on same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____

BY: Alexandra Rosario Kelly, AMK Media

NAME:

CITY MANAGER

TITLE: LLC Member

DATE: _____

DATE: June 23, 2019

SCHEDULE A

SCOPE OF SERVICES

SCHEDULE B
FEES AND EXPENSES

Alexandra Rosario Kelly
AMK Media
arosario589@gmail.com
845-206-5062

Communications Consultation Proposal

For the City of Newburgh

Objectives

To work with the City of Newburgh to improve digital communication through existing social media and web channels, launch new engagement channels where appropriate to reach new audiences, and ultimately increase positive coverage of the City to outside communities.

Social Media + Communications Goals/Objectives

To start, I propose a series of initial goals to launch these efforts off the ground with ongoing consultation and support through the next 12 months:

- Standardize, implement, and streamline social media best practices
- Design, launch, and maintain a monthly community newsletter
- Establish a forward-looking content calendar of positive City news, official City messages and business, and community news and events for distribution on social channels and to-be-launched community newsletter
- Overall assistance with general communications such as writing and distributing press releases

Other communications goals and objectives can be discussed and reviewed as the year goes on and needs arise during quarterly check ins.

Scope of Work

Standardize and implement social media best practices:

- Create a guide for best practices on the City's social media channels to facilitate how news should be conveyed to the City's residents.

- This will include but is not limited to language, creating events and timeliness of event creating, cross posting of other accounts such as the Newburgh Police Department
- Increase positive engagement on City's Facebook page by working to reply to messages and comments in a timely manner
- Launch and/or formalize an official City Instagram account. Formalize City Planning Department Instagram account or merge it into an official City account.
- Re-establish regular posting on City Twitter account OR decide to discontinue Twitter use due to low following. Could also consider merging City Planning Department Twitter into official City account
- Formalize posting schedule of community news and urgent news
- Consider using a social media manager such as Hootsuite if not already in place for ease and consistency in posting

Design and launch a monthly community newsletter

- Research and choose a host for the newsletter
- Design and choose template format for newsletter
- Build newsletter audience through email capture on website, OR paid and organic calls to action on social media
- Write and build initial newsletters
- Formalize email schedule

Establish a forward-looking content calendar

- Keep track of and highlight new business openings, existing businesses, arts and culture events, community and faith events
- Collect and share positive coverage of the City from local and regional news outlets
- Aim to have a structured weekly/monthly content calendar to inform and feed City's social media as well as eventual community newsletter

Overall assistance with general communications

- Work with City employees to produce press releases and other communications as needed

Scheduling

		Deadline
Social Media Best Practices	Audit of existing channels; written guide of best practices; consultation, assistance, and training for posting content described in above scope of work.	Ongoing monthly through July 1, 2020
Launch + Maintain Monthly Newsletter	Research and development; building audience; formalizing schedule	Initial newsletter launch September 3, 2019; further newsletter consult ongoing monthly through July 1, 2020
Establish + Maintain Content Calendar	Building and curating content calendar to feed both social media and newsletter distribution channels as described in scope of work.	Initial monthly calendar launch September 3, 2019; further calendar consult ongoing monthly through July 1, 2020
General communications assistance		Ongoing through July 1, 2020
Monitoring reports	Review of what's been accomplished and done each month including social and newsletter analytics where appropriate	Monthly, on the first of the month
Quarterly goal check in and discussion	A review of the past three months of work plus any adjustments to strategy or work as needed for the months ahead	First one: October 1, 2019 Second one: January 3, 2020 Third one: April 1, 2020 Fourth one: July 1, 2020

Payment Schedule

The services defined in this proposal will be provided at a cost of \$15,000 for one year in monthly installments of \$1,250 due on the first of every month beginning August 1, 2019 with a final payment on August 1, 2020.

Payment Date	Service Period	Cost
August 1, 2019	July 1-31, 2019	\$1,250
September 1, 2019	August 1-31, 2019	\$1,250
October 1, 2019	September 1-30, 2019	\$1,250
November 1, 2019	October 1-31, 2019	\$1,250
December 1, 2019	November 1-30, 2019	\$1,250
January 1, 2020	December 1-31, 2019	\$1,250
February 1, 2020	January 1-31, 2020	\$1,250
March 1, 2020	February 1-29, 2020	\$1,250
April 1, 2020	March 1-31, 2020	\$1,250
May 1, 2020	April 1-30, 2020	\$1,250
June 1, 2020	May 1-31, 2020	\$1,250
July 1, 2020	June 1-30, 2020	\$1,250
August 1, 2020	July 1-31, 2020	\$1,250

Total cost: \$15,000

About AMK Media



Alexandra Rosario Kelly

With a background in digital media and communications, Alex has a decade-long career in writing, editing, social media, and content production for the web. Currently, she is the Senior Digital Editor for *Reader's Digest*, and has held senior digital editorial roles at *The Huffington Post* and *Hudson Valley Magazine*. Alex is also involved in social media, website maintenance, and digital marketing for both Liberty Street Bistro and Newburgh Flour Shop. At Liberty Street Bistro, Alex runs all special event marketing; website maintenance and SEO; and eblasts. At Newburgh Flour Shop, Alex runs all social media production; styles, shoots, and edits all product photos; produces eblasts; built a custom website and does all site maintenance and SEO; and facilitates marketing and supports sales growth for event and wedding cake program. Alex graduated with a bachelor's degree from New York University.

Next Steps

Elements of this proposal may be amended upon collaboration with the City of Newburgh, at the discretion of AMK Media. Your signature below indicates acceptance of this communications proposal.

City Manager, City of Newburgh

June 2019

Alexandra Rosario Kelly, Member, AMK Media LLC.

June 2019

RESOLUTION NO.: _____ - 2019

OF

JULY 8, 2019

**A RESOLUTION SUPPORTING THE APPLICATION OF
THE NEWBURGH URBAN FARM AND FOOD INITIATIVE TO
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL JUSTICE COMMUNITY IMPACT GRANT PROGRAM
FOR PROJECT KNOWN AS “PROMOTING HEALTH AND WELLNESS THROUGH
URBAN AGRICULTURE/GARDENING IN THE CITY OF NEWBURGH”**

WHEREAS, the Newburgh Urban Farm and Food Initiative (as a not-for-profit organization fiscally sponsored by the Community Foundation of Orange and Sullivan) is applying to the New York State Department of Environmental Conservation for a project grant under the 2018-2019 Environmental Justice Community Impact Grant Program to be located within the City of Newburgh, at sites located within the territorial jurisdiction of this City Council; and

WHEREAS, as a requirement of these programs, said Not-for-Profit Organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of The City of Newburgh hereby does approve and endorse the application of Newburgh Urban Farm and Food Initiative for a grant under 2018-2019 Environmental Justice Community Impact Grant Program for a project known as “Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh”, and located within this community.

(Date of Adoption and Certification of Clerk)

DATE

NYS DEC Environmental Justice Community Impact Grant Program

RE: CFOS – Newburgh Urban Farm and Food Initiative
Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Dear Sir/Madam:

The City of Newburgh, NY enthusiastically supports the application of the Newburgh Urban Farm and Food Initiative (NUFFI) to the NYS DEC Environmental Justice Community Impact Program.

Since its inception in 2015, the City has been a strong partner in the development of NUFFI and the Downing Park Urban Farm. We believe the goals of the project are very much in line with the City's efforts to:

- Increase the functionality and impact of the Downing Park Urban Farm (DPUF) to serve as a “hub” for urban farming and education in the City of Newburgh as well as to provide fresh food to the City;
- Provide environmental and gardening resources and technical assistance to residents that will expand the number of Community Gardens; increase access to healthy food; and address ongoing food justice concerns in the City; and
- Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

We look forward to working closely with NUFFI and our community residents to rebuild our City's green infrastructure and build neighborhood and community cohesiveness.

If you have any questions about this program or the City's support of NUFFI please don't hesitate to contact me.



P.O. Box 541, Newburgh, NY 12551 • NewburghUrbanFarmandFood@gmail.com
www.NewburghUrbanFarmandFood.org

NYSDEC Environmental Justice Community Impact Grant Goals

The Newburgh Urban Farm and Food Initiative (NUFFI) is an active network of local residents and community organizations, which fosters community and residential gardens, the production and distribution of food for the City of Newburgh, and educates Newburgh residents about the connections of food and community. The Downing Park Urban Farm (DPUF) serves as a “hub” for community garden activities that create opportunities for residents to work **with** each other; providing community-based resources to improve the capacity of residents to access properties; and successfully install and maintain gardens in their neighborhoods.

NUFFI is in the first of a five-year license agreement with the City of Newburgh to operate the DPUF.

The NYSDEC grant is up to \$100,000 and can be spent over three years. We will request the three years and use the funds to help leverage other funds that will make our programs sustainable.

TITLE: Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Goal 1: Increasing the functionality and impact of the DPUF to serve as a “hub” for urban farming and education in the City of Newburgh.

- Provide best practice growing models for urban setting.
- Establish environmental practices: organic, no till, soil remediation, solar power.
- Develop year round Youth Urban Agriculture Program.

Goal 2: Providing environmental and gardening resources and technical assistance to the public that will expand the number of Community Gardens, increase access to healthy food and address ongoing food justice concerns.

- Provide essential resources needed to install a garden including bulk purchasing of garden materials, seeds and seedlings and tool sharing.
- Offer technical expertise with:
 - Securing sustainable land for gardens.
 - Helping to “green” blighted areas of the city and improve the City’s green infrastructure.
 - Education of residents around the mitigation of lead and arsenic in possible garden lots.
 - Providing educational and employment opportunities especially for youth.
 - Linking gardens with related local health and food system projects.

Goal 3: Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

- Intergenerational program linking youth and older adults.
- After school programs.
- Summer Youth Employment Programs.

Community Partners:

- Existing Community Gardens – Currently there are 10 community and school gardens.
- Our Core, Inc. – non-profit organization working with marginalized youth in Newburgh.
- Hudson Valley Seed
- Newburgh Free Library
- Calvary Presbyterian Church
- OC Department of Health
- OC Cornell Cooperative Extension
- City of Newburgh
- Common Ground Farm
- Farm Tournant

CITY PLANNING COMMISSION
CITY OF NEW ORLEANS

MITCHELL J. LANDRIEU
MAYOR

ROBERT D. RIVERS
EXECUTIVE DIRECTOR

LESLIE T. ALLEY
DEPUTY DIRECTOR

City Planning Commission Staff Report

Executive Summary

Consideration:

Request by City Council Motion M-15-444 for the City Planning Commission to conduct a study and public hearing to amend its Administrative Rules, Policies, & Procedures relative to the creation of an honorary street name change process.

Background:

To date, the City of New Orleans does not have a policy related to an honorary street dedication program. Currently, the City's street naming policy, which is documented in the City Planning Commission's Administrative Rules, Policies, and Procedures, only delineates the procedure for street name changes. An honorary street dedication program, which many other jurisdictions across the country have implemented, allows cities the opportunity to commemorate individuals and groups who have made significant contributions to the community, but without causing any disruption of the existing street grid associated with a modification to the Official Map as would a permanent street name change. According to best practices, honorary street signage is typically a secondary sign that is installed above or below an existing street name sign. The City Council has granted honorary street dedications in the recent past, though without a formalized policy to guide the process.

Following the recent approval of street name changes in the spring of 2015, the New Orleans City Council requested that the City Planning Commission review the City's street renaming rules and explore opportunities to create an honorary street dedication program.

Recommendation:

In order to promote clear wayfinding, efficient emergency response and service delivery, as well as accurate address keeping, the staff advises against frequent changes to the City's Official Map. The staff recognizes, however, that cities are ever-changing entities, and from time to time, an official street name change may be warranted. In these circumstances, decisions should consider all associated

impacts. Instituting an honorary street dedication policy could allow the city to honor multiple deserving individuals and groups without requiring an amendment to the Official Map. Honorary or ceremonial street naming programs have been successfully instituted across multiple jurisdictions in the United States as a means of recognizing and memorializing important community members.

In making its recommendation the staff relied on a thorough analysis of street naming practices employed within other communities which is found in Section III of this report. The staff makes a recommendation in two parts. The first part is related to the development of an honorary street dedication program. The second part is related to modifications to the City Planning Commission's Administrative Rules, Policies, and Procedures in order to complement the proposed honorary street naming policy and further delineate the roles of the City Planning Commission and the City Council in the honorary and official street naming process. Because of the inherent relationship between a City Council member and his or her constituents, the staff believes evaluations of honorary street dedications would most appropriately be made by that body as opposed to the City Planning Commission. The staff recommends that the City Council adopt its own policy related to honorary street dedications, as deemed appropriate by its members. However, suggested policy components, based on best practices, are provided in this report as they pertain to an application process and evaluation criteria.

As with the honorary street dedication program, the staff believes it should be the sole responsibility of the City Council to determine the validity of the biography or character of the proposed named party, and to accept or decline the request based on these factors. Therefore, the staff recommends that the evaluative criteria listed in the current street renaming policy should be amended to exclude all language which would give the City Planning Commission authority to evaluate the significance of a named party, and limit the evaluation to only technical matters which the staff believes is the more appropriate responsibility of this body per the Home Rule Charter of the City of New Orleans.

**City Planning Commission Meeting
February 23, 2015**

PRELIMINARY STAFF REPORT

To: City Planning Commission

Prepared By: Nicolette Jones, Stosh Kozlowski, Laura Baños, and Derreck Deason

Date: February 16, 2015

Consideration: Request by City Council Motion M-15-444 for the City Planning Commission to conduct a study and public hearing to amend its Administrative Rules, Policies, & Procedures relative to the creation of an honorary street name change process.

I. Background

A. Authority

The City's current street renaming policy is published within City Planning Commission's Administrative Rules, Policies.¹ This authority is based on an interpretation of the Home Rule Charter of the City of New Orleans which outlines the role of the City Planning Commission. Pursuant to *Article V, Chapter 4* of the Home Rule Charter, the City Planning Commission is authorized to prepare and recommend amendments to the City's Official Map, to be considered by the New Orleans City Council.

Prior to 1994, the City did not have a formal process for considering street name changes, though several public streets had been renamed in prior years through the enactment of ordinances. Due to the questioning of the informal nature of the street renaming process, on November 22, 1994 the City Planning Commission voted to amend the CPC's Administrative Rules, Policies, and Procedures to outline a formal policy related to the renaming of streets. The 1994 policy described the main objectives of street renaming, the procedure by which requests for street name changes could be considered, and the criteria by which the City Planning Commission would evaluate each request. The policy was subsequently amended in 2011 and again in 2014.

The purpose of the 2011 amendment was to update the roles of the agencies involved in the process, provide for public notice and a public hearing, and streamline the procedure. The purpose of the most recent amendment to the street renaming policy in 2014 was to include a fourth approval criterion related to the technical aspects of street naming (e.g., character length, the use of numerals, the use of punctuation marks, etc.).

The 2014 amendments were inspired by concerns expressed by other City agencies who rely on clear street name and addressing information such as the Mayor's Office of Information Technology and Innovation (ITI), which maintains the City's electronic

¹ Last amended March 11, 2014.

geographic information for streets, the Department of Public Works, and others. The City, to date, has not adopted a policy related to honorary street designations.

B. Current Street Name Change Procedure

The CPC's Administrative Rules, Policies and Procedures currently delineate the process by which a request for a street name change may be submitted and authorized.² First, the process requires that an applicant send a written request to the Councilmember of the District in which the street name change is being considered. The Councilmember is then required to consult with both the City Planning Commission and the department which oversees the City's electronic geographic information in order to become familiar with the procedure and standards for street name change requests, and to review the proposed name change in the context of the City's system of street names and other geographic features in the vicinity of the subject street. Afterward, if the Councilmember is willing to consider the proposed street name change, the Councilmember will submit the official request to the City Planning Commission and the Department of Public Works.³ The applicant must subsequently obtain an estimate for the cost to replace street signs from the Department of Public Works, and must deposit the same amount of money to the City through the Department of Finance.

Provided a deposit has been made to the City, the City Planning Commission is to hold a public hearing within 60 days of its receipt of the request. This public hearing process also requires public outreach in the form of mailed letters to all property owners whose properties front the petitioned street and all reported neighborhood organizations whose boundaries contain the petitioned street. Prior to the public hearing, the request is required to be reviewed by the Planning Advisory Committee. Depending on the location of the street name change, the request may also be required to be reviewed by the Vieux Carré Commission or Historic District Landmarks Commission. The CPC staff evaluates the street name change and prepares a report and recommendation for the City Planning Commission. The City Planning Commission holds a public hearing and votes on a recommendation to be sent to the City Council. The City Council then considers the request at its own public hearing. A street name change is effectuated through the adoption of an ordinance by the City Council and the Mayor's signature. However, the approval of a street name change is based on several criteria outlined in the next section of this report. If an ordinance is adopted to effectuate a street name change, the City Planning Commission staff is charged with amending the Official Zoning Map and Official Map of the City.

² It should be noted that procedures and guidelines for the names of new streets are currently outlined in the City's Subdivision Regulations, and are not part of the street renaming policy found in the CPC's Administrative Rules, Policies, and Procedures.

³ Per the CPC's Administrative Rules, Policies, and Procedures a complete request includes: the name of person or group making the request and their contact information; location of name change; total number of lots affected; total number of residential, commercial, and industrial uses affected; and the proposed street name and reason for change.

Street Name Change Evaluation Criteria

The CPC's Rules, Policies, and Procedures delineate six criteria by which street name change proposals must be evaluated by the City Planning Commission. These criteria generally address technical factors such as street name duplication, character type and length, abbreviation standards, and standards related to the use of prefixes and suffixes, among others. Some of these technical criteria were adopted with the most recent amendments to the policy in 2014. The first criterion stipulates that streets may be named after significant actions, as part of a theme, or after a person who has made a significant positive impact within the city, state, or country. Rather than being technical, this criterion requires the Commission to evaluate significance, which could be considered more subjective in nature. The fifth and sixth criteria are essentially provisions. The fifth criterion allows the City Planning Commission to recommend modifications to the proposed street name change, except for any modification to the boundary of the requested change. The sixth criterion allows the City Planning Commission to waive any of the evaluative criteria for the sake of promoting the health, safety, and welfare of the community.

The CPC's six current evaluation criteria for street name changes are written as follows.

1. Streets may be named after historically significant actions, as part of a theme, or after a person who has made a demonstrable and significant positive impact on the city, state or country. In order to reduce any perception of misconduct, favoritism, or bias, no street shall be renamed to honor a person who has been deceased for less than five (5) years.
2. No fragmentation of the name of any continuous street shall be permitted. All street renaming shall occur in such a manner that one of the following two criteria are met: 1) the entire length of a continuous street shall be renamed, or 2) a section of a street shall be renamed only where such section is physically separated or obstructed from other sections of the same street by structures, parks, canals, interstates, rivers, bayous, or other significant objects, or as a result of shifts in the City's street grid pattern that causes a portion of a street to be clearly disconnected for other portions of the street.
3. The creation of duplicate street names shall not be permitted, and preference shall be given to requests for the renaming of existing duplicate street names. Street names shall be considered duplicate even if their suffixes (Street, Road, Circle, Boulevard, etc.) are different or if they have similar spellings (Claire Avenue and Clare Court) or pronunciations (Rayne Drive and Reynes Street).
4. In order to provide for consistency in the naming of streets and to promote the health, safety, and general welfare of the community, all street names shall conform to the following standards:

- a. A pre-directional indicator may be included as part of a street name. When used, pre-directional indicators must precede all other components of a street name, and the use of the predirectional indicator shall be consistent with the pattern established by the City (for example, with respect to Canal Street). Only the directions North, South, East, and West shall be used as pre-directional indicators. No post-directional indicators or other direction following a name shall be permitted;
 - b. The use of punctuation marks, including but not limited to the following, are prohibited: apostrophes, brackets, colons, commas, dashes, ellipses, question marks, exclamation marks, hyphens, parentheses, periods, quotation marks, semicolons, and slashes;
 - c. Diacritical marks (for example, ç, é, ô, etc.) and hyphens may be used;
 - d. The use of abbreviations (for example, Cath., Geo., Wm., etc.) are prohibited, except as provided below;
 - e. The use of titles (for example, Empress, Honorable, King, etc.), prefixes (for example, Dr., Mr., Rev., etc.), and suffixes (for example, Esquire, M.D., Ph.D., etc.) are prohibited, with the exception that suffixes forming part of the legal name of a person, and which are necessary to distinguish between two people with the same name, may be used. In such cases, the suffixes Junior and Senior shall be abbreviated Jr. and Sr. No comma shall be used to separate such suffixes from the other portions of a name, and no period shall be used following such a suffix;
 - f. The shortest meaningful version of a proposed street name should be given preference;
 - g. No new street name shall be permitted to exceed a length of thirty (30) characters. For this purpose of this standard, each letter, hyphen, numeral and space between words with a street name, including any pre-directional prefix (for example, North South etc.) and any street type suffix (for example, Avenue, Boulevard, etc.) shall be counted as an individual character. However, no diacritical mark shall be counted as a separate character from that of the letter to which it is added.
5. The City Planning Commission may consider and recommend to the City Council any modification to a proposed street name that is deemed necessary to carry out the provisions of the Street Naming Policy or to promote the health, safety, and general welfare of the community. However,

the City Planning Commission shall not recommend any changes to the name of a street or right-of-way that is outside the bounding streets or other boundaries specified on the request submitted to the City Planning Commission by the City Council.

6. The City Planning Commission may waive any of the evaluation criteria in this section as part of its recommendation when doing so is deemed necessary in order to promote the health, safety and general welfare of the community.

Recent Street Name Change History

- 2015 Two street name changes were approved: SNC 1/15 for a four block portion of Carondelet Street to be named Robert C. Blakes, Sr. Drive; and, SNC 2/15 for an eleven block portion of LaSalle Street to be named Rev. John Raphael Jr. Way.
- 2013 Two street name change requests were approved: SNC 1/11 for a one block portion of University Place to be named Roosevelt Way; and, SNC 1/13 for a one block portion of Jumonville Street to be named ForeKids Drive.

C. Study Scope

Council Motion M-15-444

Council Motion M-15-444 directs the City Planning Commission to conduct a study and public hearing to amend its Administrative Rules, Policies, & Procedures relative to the creation of an honorary street name change process. In light of fact that the City has no written procedure for the approval and installation of honorary street signage, the Council passed the motion in order to formalize a process which would in turn allow constituents a means of honoring or memorializing the great number of community members who have had a profound influence upon the City of New Orleans and its residents.

Study Objectives

In making its recommendation the staff relied on a thorough analysis of street naming practices employed within other communities which is found in Section III of this report. The staff looked at both the procedures other jurisdictions followed in order to process and implement honorary street signage as well as the criteria used to evaluate such proposals. In addition, the staff looked at the official street renaming policies of these communities to see how they interacted with honorary street naming policies and procedures. In examining both, the staff aimed to produce a coordinated and comprehensive recommendation. The study was guided by the following goals and objectives:

- Ensure accuracy of the City's addressing and GIS systems;
- Facilitate efficient emergency response and service delivery;
- Promote clear wayfinding throughout the streets system;

- Develop a program which affords the City the opportunity to recognize important individuals or groups within the community without impacting residents, businesses, or the provision of City services in a potentially negative way;
- Explore the role of the City Planning Commission in both the street renaming and honorary street naming processes;
- Establish an appropriate structure of governance related to the enactment of official street name changes and honorary street dedications; and
- Develop suitable criteria for the evaluation of honorary street dedication proposals as well as street name changes based on best practices.

II. Street Renaming and Honorary Street Dedications

City streets are commonly named after people, places, or events because of their significant contributions to, or impacts on the City or community. As explained in the Section I of this report, the process for a street name change is outlined in the City Planning Commission's Administrative Rules, Policies and Procedures. While the existing CPC policy provides a procedure for street name changes, it does not provide a procedure for honorary street dedications. To date, the City has no formal honorary street dedication policy.

The creation of an honorary street dedication program could allow those people, organizations, or entities, who may have made a significant contribution to the City of New Orleans, the State of Louisiana, or the United States, to be recognized. The difference between an honorary street dedication and an official street renaming is that a street renaming changes the official name of all or a portion of a street and all associated post addresses. An honorary street dedication, on the other hand, is a supplemental sign used to commemorate a person, group or event on a sign post adjacent to or within the primary street sign. An honorary street dedication does not require a change to the official map.

Honorary, also known as ceremonial, street dedication signage typically consists of a secondary sign that may be installed above or below an existing street name sign. An honorary street dedication does not replace the official street name or cause the need for the re-addressing the street. Honorary dedications may encompass all or a portion of an existing street. An honorary street dedication may also be installed for a predetermined period of time and later removed.



Figure 1. Example of honorary street sign in Algiers neighborhood, installed in 2009.

The New Orleans City Council has approved honorary street dedications in the past, though by resolution and without a formalized process. The staff found that in 2009, the Council voted to dedicate a portion of Odeon Avenue in Algiers in honor of two local churches

celebrating their anniversaries.⁴ The churches were commemorated with the installation of several “dual street name signs” where the honorary name is located at the top of the street sign and the current street name is located at the bottom of the sign. An image of one of the installed signs can be seen in Figure 1.

Honorary Street Dedication Sign Components

Most honorary street name signs in other cities are mounted above or below the primary street name sign, or are otherwise clearly distinguishable from the official street name sign. A dedication sign may also be free standing and installed at a corner or mid-point along a particular street segment. Honorary, or ceremonial, signs usually have a distinct design and a contrasting color to distinguish them from the primary street name. Some street dedication signs may also specify the word “Honorary” or use the suffix “Way” to differentiate the dedication name from the formal street name.



Figure 2. Honorary street signage within other communities.

⁴ See Resolution R-09-458.

III. Best Practices

Assessment of Policies in Other Communities

As part of this study, the City Planning Commission staff reviewed numerous municipalities with street renaming policies and honorary street naming programs. The following sample cities were chosen as examples of street renaming or honorary street dedication best practices based on their having long-established or comprehensive policies which are easily accessed within published sets of rules. Below the staff provides an account of each municipality's street renaming policy and procedure as well as an account of the process each city has followed in creating honorary street dedications.

Shreveport, LA

In recent years, the City of Shreveport's Council has authorized several honorary street name dedications through resolution.⁵ If approved, dedication signs are typically placed at a midpoint of the roadway between two intersecting streets, and measure two feet by four feet so that the sign is legible to passing cars. Council members of Shreveport have expressed that honorary street sign dedications are a preferable way to honor individuals based on the amount of requests received and the confusion which could arise with frequent and numerous official street name changes.⁶ Although the honorary program has become a common practice of the City of Shreveport, no formal process or evaluation criteria for such practice exist. However, in adopting a resolution, Council members usually provide a justification for the proposed honorary designation such as the honoree's contributions to the community, which is also a requirement of an official street name change.⁷

The City of Shreveport does have an official street naming and renaming policy which is codified in *Chapter 78 – Streets, Sidewalks, and Other Public Places* of the City's Code of Ordinances.⁸ The code outlines the following evaluative criteria for street name changes:

1. No public street or other public property may be named for an individual until the person has been deceased for at least two years.
2. No public street or other public property that memorializes (is named for) a person shall be renamed. Only streets or public property that have generic or geographical names may be renamed.

⁵ The staff found several recent examples such as the dedication of the 3200 block of Lakeshore Drive in honor of Dr. Ricky J. More, Sr. in 2012, the dedication of Hutchinson Street in honor of Bishop Larry L. Brandon in 2010, and most recently, in 2015, the dedication of the 3600 block of Milton Street in honor of Joyce Bowman who served as a council member and who had passed away in 2013.

⁶ Council Proceedings of the City of Shreveport, Louisiana February 11, 2014

⁷ Verified by City of Shreveport Clerk of Council, Arthur G. Thompson on January 6, 2015.

⁸ Shreveport's policy and procedures are found in *Chapter 78, Article IX – Naming and Renaming Public Property*.

3. No public street shall be renamed unless the owners of two-thirds of the linear feet of the abutting property agree to change the name of a street.
4. The name of a street that is located within a designated historical district shall not be changed unless there are compelling reasons for the change.

The City of Shreveport's Code of Ordinances also outlines the following procedural requirements for a street name change⁹:

1. No public property shall be renamed unless an ordinance been introduced before the city council, which shall include, as a minimum:
 - a. If the property to be named or renamed already has a name, the origin and the significance of the existing name and any historical facts about the name.
 - b. The proposed new name.
 - c. The reasons for the proposed change, including biographical information about the person if the property is to be named for an individual. The biographical information shall include any significant contributions that the person has made to the city, state, or nation, whether the person was a generally recognized community leader, the history of the person's public service, if any, and other ways the person has demonstrated outstanding service, brought recognition to, or otherwise enhanced the community.

New York, NY

According to the New York City Administrative Code, no streets which are currently laid out upon the city map are to be formally renamed.¹⁰ However, the City has adopted a policy in which existing streets may be “co-named,” which in other words allows them to acquire an additional honorary name. Street co-naming requests must be approved by the New York City Council. The City Council generally approves of honorary street names in batches, two to four times a year.¹¹ In June 2011, for instance, 56 thoroughfares and



Figure 3. Example of honorary street sign in NYC.

⁹ Per *Chapter 78, Article IX, Section 78-452 – Procedure* of the Shreveport Code of Ordinances.

¹⁰ New York City Administrative Code § 25-102.1

¹¹ Verified by Brooklyn Community Board 2 website, accessed January 7, 2016.

public places, were given honorary names.¹² Prior to the City Council's consideration, however, a request is reviewed by the Community Board of the borough in which the street is located. The Community Board will vote on a recommendation to send to the City Council. The City Council has adopted its own street co-naming standards, while individual community boards have also adopted additional standards for approval of honorary street names. Some approval standards outlined by the New York City Council and various community boards are as follows:

- If subjects are individuals, they must be: deceased; New York City residents or natives or individuals of particular importance to New York City; of enduring or lasting interest to large segments of the city's population or have undertaken an act or acts of enduring or lasting interest to their community; and whose importance to the city or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the city.
- If subjects are organizations, they must be: of particular importance to New York City; of enduring or lasting interest to large segments of the city's population that have undertaken acts of enduring or lasting interest; and whose importance to the city or whose enduring interest is a result of exemplary acts or achievements which reflect positively on the city.
- Individual prospective honorees must be deceased for at least two years prior to consideration. Exceptions may be made however for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a greater awareness within society of the cause of death and a concerted effort to address that problem.
- An application to co-name a street for an individual already honored in a similar fashion will be discouraged.

¹² Legislation Text File #: Int 0590-2011, Version: A

Charleston, SC

The City of Charleston does not have a formal honorary street naming process; however, the City recently created an honorary street district to memorialize victims of a tragic mass shooting at a church which occurred in August of 2015.¹³ The Council could not officially rename the street because it was under the jurisdiction of the State of South Carolina.¹⁴ The

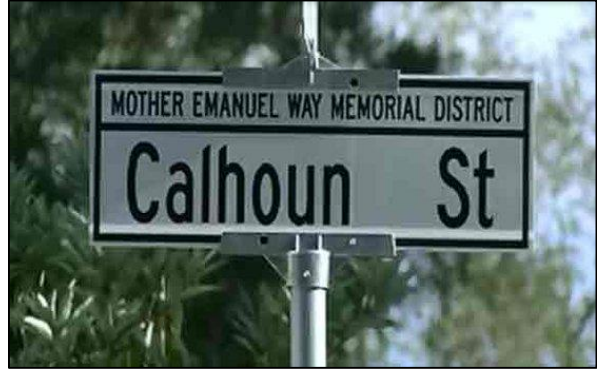


Figure 4. Honorary street sign in Charleston, SC.

honorary district, which was adopted by resolution of the City Council, spans five municipal blocks and is demarcated by a large banner sign suspended at the center of the street. The honorary name is also imprinted at the top of all relevant street signs. See Figure 4.

Though the City of Charleston does not have a formalized honorary streets program, it does have an official street naming policy which is an appendix to the City's zoning ordinance.¹⁵ Charleston's zoning ordinance also outlines street design standards within a section assigned to their subdivision regulations article.¹⁶ Newly proposed street names and suffixes are subject to the final review of the GIS Division of the City, while the changing of an existing street name requires the approval of Charleston's Planning Commission as well as a petition with signatures of 75% of the property owners in favor of the name change. The Charleston City Council is not involved in the process to authorize a street name change.

The City of Charleston's street naming and renaming policy outlines the following four approval criteria. The criteria are technical in nature and do not require the planning commission to evaluate the significance of the named party.

1. **Choosing a proper street name.** Proposed street names will be checked with the most current list of existing street names in Charleston County and Berkeley County. Proposed street names which duplicate or might be confused with existing street names in either County will be rejected.
2. **Choosing a proper street suffix.** Street suffixes should be chosen based on the width and design of the proposed street. Within neighborhoods, street suffixes should be used to reinforce the neighborhood's street hierarchy. The GIS Division is responsible for approving proposed street suffixes. The

¹³ Knich, Diane. "City Council designates portion of Calhoun Street as Mother Emanuel Way Memorial District." The Post and Courier. September 8, 2015.

¹⁴ Verified by Charleston City Attorney's Office, January 29th, 2016.

¹⁵ Chapter 54, Appendix I of the Code of the City of Charleston (Zoning Ordinance).

¹⁶ Chapter 54, Article 8 – Subdivision of the Code of the City of Charleston (Zoning Ordinance).

following is a list of acceptable street suffixes. Suffixes other than those listed may be used with the approval of the GIS Division.

Alley	Avenue	Bend	Bluff
Boulevard	Circle	Court	Crescent
Crossing	Drive	Expressway	Highway
Landing	Lane	Loop	Parkway
Pass	Path	Pike	Place
Point	Road	Row	Run
Spur	Street	Terrace	Trace
Trail	View	Walk	Way

3. **Properly applying street names to a proposed street layout.** Street names must be applied to a proposed street layout in accordance with the following procedures. The GIS Division is responsible for approving the application of proposed street names.
 - a. Street names shall not change within a street. Extensions of existing streets should use the same name as the existing street. Streets should not change names except in the following circumstances: (offsets and 90 degree turns).
 - b. Thumbnail cul-de-sacs with a depth of more than 50 feet and four or more lots fronting on the cul-de-sac may require a separate street name if the GIS Division determines that the configuration of the lots and street would prevent the thumbnail cul-de-sac lots from being visible from the through street.
 - c. Existing patterns of applying street names within the area surrounding the proposed subdivision should be considered.
 - d. The application of street names should be as simple and sensible as possible. Unnecessary changes in street names create more confusion.
4. **Changing an existing street name.** The changing of an existing street name requires approval by the Planning Commission.

Los Angeles, CA

Like other cities mentioned above, the City Council of Los Angeles has recently approved of ceremonial names for streets and squares without a formal honorary street naming process in place. In 2015, the Los Angeles City Council moved to place a ceremonial name at the intersection of West 24th Street and South Vermont Avenue to honor the Korean Culture Center at its centennial anniversary.¹⁷ In 2014, the Council moved to install honorary street signs for all police officers who had been killed in the line of duty in the approximate location of each incident.¹⁸ In

¹⁷ “LA names street corner Korean Cultural Center Square.” The Korea Times Los Angeles. October 26, 2015.

¹⁸ Los Angeles Council File No. 14-0560

2013, the Council moved to place an honorary title of “Sylvester Washington Court” to a portion of Wilton Place.¹⁹

The official street naming policy and process for the City of Los Angeles is outlined within the Bureau of Engineering’s Land Development Manual.²⁰ To change the name of existing street, a public hearing and approval by ordinance of the City Council is required. Generally, the City Council must determine that it is in the public interest, necessity, or convenience to change the name of a public street. The Council may initiate a motion to change a name of a street, or owners and occupants of property abutting the street may submit a petition to the City, which must be signed by a majority of property owners and occupants on the street. The City of Los Angeles has adopted evaluative criteria which are similar to those adopted in 1967 by the County of Los Angeles.

The approval criteria listed in the Los Angeles Land Development Manual are as follows:

- Historic names or names referring to applicable geographic features should be used whenever possible.
- Names of existing streets should be used on new streets which are continuous alignment with, or are continuations of existing streets.
- Duplicated names within the County should not be used for new street names.
- Streets shall not be named for any commercial organization or in a manner to honor any living person.
- The use of suffixes such as Drive, Place, Way, Boulevard, Street or Avenue should not be considered as a part of the basic name. (In the City of Los Angeles they are considered as a part of the record name and are shown on Navigate LA, the District Map and in the Official List of City Streets as such).
- The use of prefixes such as North, South, East or West should not be used, if possible, as part of the official name of the street. The Post Office uses these prefixes for mail delivery.

¹⁹ Los Angeles Council File No. 13-0238

²⁰ Land Development Manual accessed here: <http://eng.lacity.org/techdocs/landdev/index.htm>

- East and West thoroughfares shall be called “Streets”, North and South thoroughfares shall be called “Avenues”. Northwest/Southeast thoroughfares are “Streets”, Northeast/Southwest thoroughfares are “Avenues”.
- Streets adjacent to a freeway or other permanent division other than a divided highway, such as a railway, should have two different names on the two sides of such permanent division.
- The maximum length of a street name should be 16 letters including the spaces between words.
- The use of compound names shall be discouraged.
- Alleys, walks and other substandard public ways shall not be named.
- Names of streets shall be easy to pronounce or spell and should be distinctive to prevent confusion. Avoid using a name that sounds like another name. No obscenities, in any language shall be used.
- Private street names shall conform with those of public streets and shall follow the same guidelines.

Boston, MA

The City of Boston has implemented very few honorary street designations in recent years. In 2007, the Boston City Council approved to give Centre Street in the Jamaica Plain neighborhood the ceremonial name of “Avenida de las Americas” in honor of the community’s Latin heritage. The honorary name is displayed on a separate sign above the official street name sign. See Figure 5. The Council has since moved away from a ceremonial street naming program because of noted confusion experienced by the local Fire Department.²¹ They have, however, developed a square dedication program to honor local veterans and significant local leaders, which the City has dubbed as the “Hero Square” program. With this



Figure 5. Honorary street sign in Boston’s Jamaica Plain neighborhood.

²¹ Conversation with Chief of Staff for Councilor At-Large, Michelle Wu, February 10, 2016.

program, an honorary designation is applied to one intersection and demarcated with a single honorific sign and plaque. The designations are approved by resolution of the City Council. To date, the city has installed over 1,000 of these honorary designations. A database of the recognized heroes is published on the City's Veterans Services website.²²

Official street name changes in the City of Boston are administered solely by the Public Improvement Commission (PIC), and do not require approval by the Boston City Council. The Boston PIC adopted an official street name change policy in 2011. The policy outlines the following evaluation criteria or requirements of a street name change:

- The street name(s) shall not be eligible for change until and unless such name has been in use for twenty-five (25) years or more.
- The changed street name shall not be identical to those of the existing public and/or private ways, whether under the title of street, avenue, way, court, place, alley, or other descriptive title.
- The street name change shall not be used to honor any living person.
- The PIC shall also take the following additional factors into consideration, including but not limited to (1) public safety, (2) rights of way management and public travel, (3) historic preservation, (4) potential impact on abutting community, and (5) other legitimate concerns.

The policy also outlines a petition requirement where at least 50 percent of all adjacent property owners must sign in approval of the proposed name change. This petition must be submitted with the initial application. The PIC is then required to hold a public hearing. The PIC is not to approve of a street name change unless 100 percent of "qualified abutters" consent to the change.²³

Chicago, IL

The naming of new public streets in the City of Chicago is done at the discretion of the Commissioner of Transportation through the Office and Maps and Plats. It is the policy of the Office of Maps and Plats that whenever possible, street names will be assigned in keeping with existing streets in the same plane, elsewhere within the City.²⁴ The City rarely allows for the changing of existing street names because of long length of most streets and the sheer impact on the number of abutting properties which would be

²² <http://www.cityofboston.gov/veterans/herosquares/>

²³ City of Boston Public Improvement Commission's Policy for Name Changes and Square Dedication for Public Way and Private Way, August 11, 2011.

²⁴ City of Chicago, Street and Site Plan Design Standards.

impacted.²⁵ However, for a long time the City has had in place an honorary street name program, and Chicago is known for its prolific amount of honorary streets. The Honorary Street Name Ordinance was passed in December of 1984, and since then several other communities in the greater Chicago area have adopted similar ordinances and standards for the implementation of honorary street names. Honorary street designations are initiated by an alderman at his or her discretion and then passed onto the entire Council for final approval by ordinance. If approved, the Department of Transportation is charged with the installation of the signage. According to the Department of Transportation, an honorary street sign is posted for a period of three years.²⁶

Milwaukee, WI

The City of Milwaukee has both an official street name change and honorary street naming policy which are codified within its Code of Ordinances.²⁷ The policy stipulates that official street names “may be changed only in exceptional cases and only when compelling reasons for change are evident.” It also requires that “priority shall be given to names reflecting the city's cultural diversity and the contributions of groups underrepresented in the existing nomenclature” with regard to an official street name change as well as an honorary street name designation.

The policy outlines the creation of a *Citizen Advisory Committee* with the specified task of making a recommendation to the Milwaukee City Council regarding proposals to name or rename streets or to assign honorary street names. The committee consists of seven members who are residents of the city of Milwaukee and who hold no other public office or public employment. Committee members are appointed by the mayor and confirmed by the council to serve staggered 3-year terms. Members of the committee include at least one recognized local historian, one representative of a local business association or chamber of commerce, and one employee of a local nonprofit community organization. The Citizen Advisory Committee must hold a public meeting at which a proposal for a street name change or honorary street designation is discussed. The Citizen Advisory Committee then makes a recommendation which is presented at another public hearing of the City Council.

Milwaukee's Code of Ordinances details a comprehensive application process for both street name change requests and honorary street dedication requests. Part of the approval process for a street name change includes the mailing out of post card surveys to all residents, businesses, and owners of property along the street. The council will not consider a request that has received less than 50 percent of petition

²⁵ Verified in conversation with a staff member of the Office of Maps and Plats, February 16, 2016.

²⁶ Verified in conversation with Deputy Commissioner of the Chicago Department of Transportation, February 16, 2016.

²⁷ Ch. 113 – Arrangement of City Streets of the Milwaukee Code of Ordinances

responses in support of the name change request. The policy also outlines several evaluation criteria which must be considered by both the City Council and the Citizen Advisory Committee. The criteria are illustrated as follows:

Milwaukee's City Planning Commission is not a part of the approval process for a proposed honorary street designation or for a proposed street name change. Milwaukee's Code of Ordinances does call for the City Planning Commission to evaluate changes to the City's Official Map; however, these changes do not relate to names of streets, but to the establishment of new exterior lines for new streets, or the widening, narrowing, or closure of existing streets.

Key Findings

Street Name Change Best Practices

With regard to street name change approval processes, the staff found the following best practices among the communities surveyed in this study.

- Most communities do not allow for the renaming of existing streets. If they do, most involve exceptional cases where a compelling reason for renaming exists.
- In most cities, if streets are to be named after an individual, the person should be of importance to the community or have made a significant contribution to society.
- Several communities require a certain percentage of support from abutting properties for a street name change proposal, even though the means of obtaining such information may be difficult.
- Most street name change policies are effectuated through the adoption of an ordinance by the jurisdiction's city council. The exceptions to this finding include the City of Charleston, where the Planning Commission is the sole entity to approve of street name changes, and the City of Boston, where its Public Improvement Commission is the sole entity which approves of street name changes.
- Street name change policies are housed in varying sets of laws or rule documents. Some are housed within a zoning ordinance, while others are located with a "Streets" chapter of the city code.
- Several street name change policies stipulate that approval by the jurisdiction's GIS department is required.
- Most cities do not require approval or consideration by a planning department.

Honorary Street Dedication Best Practices

With regard to honorary street naming programs, the staff found the following best practices among the communities surveyed in this study.

- An honorary street designation typically encompasses a one block portion of a street, or a single intersection if the dedication is an honorary square.
- Most honorary street designations are enacted by resolution of a city council.
- Most cities require honorees to be individuals or groups who are of particular importance and who have made a substantial positive contribution to the

community. Honorees have included veterans, civic leaders and public servants, victims of crime, among others.

- Some, though not all, cities require honorees to be deceased.
- Most cities prohibit corporations as candidates for an honorary designation.

IV. Recommendations

The creation of an honorary street name dedication program provides city officials the opportunity to commemorate citizens who have made significant contributions to the community in a tangible way. Further, the installation of honorary street signage provides a lasting memorial to those important community members, but without causing any of the potential burdens associated with a modification to the Official Map as would a permanent street name change. However, the adoption of an honorary street designation program would not preclude the City from making an official street name change if such were necessary.

The frequent renaming of streets as a method of honoring proves problematic as it has a substantial financial impact on the City and adjacent residents and businesses. Though the design, fabrication, installation, and maintenance costs associated with an honorary street sign would be similar to those associated with an official street name sign, the implementation of an honorary street name would not result in the multiple indirect costs associated with an official street name change, such as the costs of changing maps and records incurred by the City, the costs of ancillary signage, and the costs of changing stationary, checks, subscriptions, billing, etc. incurred by affected businesses and residents. The renaming of a streets which would result in street fragmentation or which disrupt the City's existing historic theme-name systems could also impair the provision of essential services by creating difficulties for emergency vehicles, utility distribution, trash collection, and mail delivery. For these reasons, the staff believes that an honorary street dedication program could provide the Council with an alternative which could avoid the above mentioned complications.

The staff found that several jurisdictions across the country have instituted some form of an honorary street dedication program. Further, all jurisdictions reviewed in this analysis, with or without a formal honorary street naming process, have recently approved of ceremonial street names for existing streets as a means of paying tribute to community members or groups. Honorary street naming programs have proven successful in that they have allowed each city to honor numerous deserving individuals and groups, more than would be possible without such a policy.

The staff recognizes, also, that cities are living and changing entities which, from time to time, need adjustment in order to mirror the moral sense of the community as well as its culture, its social institutions, and its historic events. For this reason specifically, the staff believes that an existing street name may warrant an official change as opposed to an honorary designation. The staff believes the existing street name policy could, with minor amendments, sufficiently govern the City's street renaming process when necessitated.

Below, the staff makes a recommendation in two parts: one part related to the development of an honorary street dedication program, and the second part related to modifications to the City Planning Commission's Administrative Rules, Policies, and Procedures in order to complement the proposed honorary street naming policy as well as further delineate the separate roles of the City Planning Commission and the City Council in the honorary and official street naming process.

A. Honorary Street Dedication Program Recommendation

The staff believes the Council should adopt a policy which sets out criteria as well as an approval process for the implementation of an honorary street dedication. Because of the inherent relationship between a City Councilmember and his or her constituents, the staff believes evaluations of honorary street dedications would most appropriately be made by the Council as opposed to the City Planning Commission. Further, because per the Home Rule Charter the City Planning Commission is to oversee the Official Map, and because the creation of an honorary street name would not affect the Official Map, the recommendation of the City Planning Commission is not necessitated in this process. Therefore, the staff recommends that the proposed honorary street dedication policy not be placed within the City Planning Commission's Administrative Rules, Policies, and Procedures. The staff believes the Council should adopt their own honorary or ceremonial street dedication policy. Based on best practices of other communities and based on the precedent already set through Council's previous honorary street name approvals, the staff offers the following guidance related to the evaluation and approval process for proposed honorary street dedications.

Policy Considerations

Approval Criteria

The Council should adopt its own evaluation criteria for honorary street designations, as deemed appropriate by its members. These criteria should primarily relate to the honoree's significance within the community. Of the cities researched in this study, those with a written honorary street naming policy consistently require that the honoree, whether a group or individual, to have made a demonstrable and significant positive impact on the community. Other policies stipulate that a candidate for an honorary street designation shall have been a continuing contributor to the cultural, economic, educational, intellectual, political or scientific vitality of the community, or have made an extraordinary contribution in the service of humanity. The staff found that it is also common for cities to reject proposals which would honor commercial or corporate entities as it could confer competitive advantage, benefit, or preferential treatment to the named party. Similarly, the Council may want to prohibit honorary designations for corporate entities, as well as exclude candidates who may be already honored within the city in a similar fashion. The staff also found that it is common practice that an individual being honored must be deceased, though not all cities researched require this condition. For example, The City of Milwaukee specifies that honorees are required to be at least 70 years in age.

Length of Street Designation

The Council may consider a policy to limit the length of an honorary street designation. The staff found that in other communities where honorary street names have been implemented, most were limited to a portion of a street, commonly ranging from one block to five blocks long. The Council may also opt to implement an honorary square designation program, as opposed to an honorary street designation program, as is practiced in the City of Boston.

Signage Design

The cities researched in this analysis appear to employ varying methods of signage design in order to differentiate honorary street signs from official street signs. Some cities inscribe the honorary name on the same sign where the official street name is printed, though with a smaller font size or color in order to differentiate between the two. Other cities, such as Chicago and New York, inscribe an honorary name on a sign of its own, and place it above or below the official street name sign. The City of Shreveport places a large honorary plaque at the midpoint of a block, as opposed to at an intersection near the regular street sign. In most cities the honorary street name sign is a different color, making it easily distinguishable. The Council should establish standards related to the design and fabrication of the honorary street signage. Since there is precedent within the city, the Council may want to adopt the same style for future honorary signs as the style of those signs already installed (i.e., Odeon Avenue).

Use of Prefixes and Suffixes

In order to promote consistency the Council may consider a policy related to the use of prefixes and suffixes for honorary street names. In Chicago, for example, all honorary street name designations use “honorary” as a prefix, such as Honorary Ann “Eppie” Landers Way. Several other cities appear to use “way” as a suffix for all honorary street designations. Using consistent prefixes and suffixes also helps travelers easily distinguish honorary signs from regular street name signs.

Number of Dedications Approved

The staff found that a possible disadvantage of an honorary street name program is that it could potentially cause confusion to the public by virtue of multiple additional and different street names.²⁸ For this reason, the staff would advise that the Council consider placing limits on the number of honorary street designations approved per year. Some cities limit the number of honorary street sign installations per year to one per district. To cut down on time spent processing honorary street dedications, the New York City Council only considers requests in batches limited to two to four times per year. If the number of times or dates when honorary street dedications could be considered were to be limited, then the Council would have to set deadlines for applications.

Period of Designation

On account of the fact that signage will degrade over time and may require replacement, the Council may consider a policy to limit the period of time in which an honorary street designation is effective (e.g., 5, 10, 20 years, etc.). The City of Chicago’s policy stipulates

²⁸ This problem was noted by several communities researched in this study.

that honorary signs are valid for a period of three years. If such a policy were to be put into place, the Council may also want to consider establishing a procedure related to the renewal of an honorary street dedication.

Fees

Most communities with established honorary street dedication programs require applicants to supply the cost of the design, fabrication, installation, and maintenance of honorary signage. Some cities also assess an application fee in order to cover associated administrative costs of a review. For example, the City of Milwaukee Code of Ordinances requires an application fee of 100 dollars for both a street renaming and honorary street designation request. For the recent honorary street name approvals in New Orleans, the Department of Public Works valued the cost of the signage, labor, and associated parts and equipment to approximately 60 dollars per sign. The staff recommends the Council consult with the Department of Public Works in order to establish a standard honorary street sign design and then determine its value.

Suggested Application Process for Honorary Street Dedication

Below are suggested procedural guidelines for requests for honorary street designations. The suggested language includes application submittal requirements and a process for review. The staff suggests that the primary review and evaluation be administered by the City Council. However, the staff suggests that the Department of Public Works should review technical aspects of the request such as compliance with traffic design standards. The staff also suggests that proposals located within the Vieux Carré or within a local historic district be reviewed by these respective commissions, similar to the process for a street name change request. Because the installation of an honorary street designation would not change the Official Map, the staff does not recommend review by the City Planning Commission.

The suggested honorary street dedication application process is illustrated as follows.

Procedure

1. Requests for the consideration of an honorary street designation on public property shall be sent in writing to the Councilmember or Councilmembers in whose district the subject street is located. All requests must include the following information:
 - a. Name of person or group requesting the street name change;
 - b. Contact person and address;
 - c. Location of proposed honorary street dedication, including total length of the street to be affected and bounding streets or other boundaries;
 - d. Proposed honorary designation;

- e. A biography of the person to be honored, or a description of the organization, object, or event to be honored, whichever is applicable;
 - f. An explanation of the reason for the honorary designation; and
 - g. A statement of cost from the Department of Public Works for the installation and maintenance of the proposed honorary street signs.
- 2. Upon receipt of a complete request, the City Council staff will conduct a background analysis of the proposed honoree, evaluate the street dedication request in terms of the approval criteria contained in this section, and produce a statement of findings. The statement and all other relevant information shall be forwarded to all Council members, who have up to 30 days in which to comment. If there is objection to the proposal, the Council member may flag a candidate as in need of further consideration.
 - 3. Upon receipt of a complete request, the Council staff shall also forward the proposal to the Department of Public Works for review, who will have 30 days to respond. The Department of Public Works shall consider impacts such as the impact of multiple signs on the street and shall ensure that the proposed signage would not be confusing to the public.
 - 4. If the proposed street dedication is located within the Vieux Carré or one of the city's designated local historic districts, the Council staff shall forward the proposal to the Vieux Carré Commission, the Historic District Landmarks Commission, or the Central Business District Historic District Landmarks Commission, and shall request their review and comment. The respective agencies will have up to 30 days to comment. If there is objection to the proposal, the Council member may flag a candidate as in need of further consideration.
 - 5. If a resolution to effectuate the proposed honorary street dedication is adopted by the City, then the party requesting the dedication shall deposit funds for the cost of the signage with the City of New Orleans in such manner as is deemed appropriate by the Department of Finance. Upon receipt of funds the signage will be supplied and installed by the Department of Public Works in accordance with the City's existing design standards.

B. Proposed Amendments to Current Street Renaming Policy

The staff believes the City Planning Commission's current street renaming policy, which was recently amended in 2014, will sufficiently govern the street renaming process for future requests to change the Official Map. The staff, however, recommends that the policy be amended in order to be consistent with the presumptions described in the previous section regarding the suggested honorary street dedication program. As stated previously, the staff believes it should be the sole responsibility of the City Council to determine the validity of the biography or character of the proposed named party, and to accept or decline

the request based on these factors. Therefore, the staff recommends that the evaluative criteria listed in the current street renaming policy should be amended to exclude all language which would give the City Planning Commission authority to evaluate the significance of a named party, and limit the evaluation to only technical matters which the staff believes is the more appropriate responsibility of the CPC per the Home Rule Charter.

The staff recommends the following changes to the policy which would distinguish both the roles of City Council and the City Planning Commission in evaluating street name change proposals, and which would limit the CPC's evaluation to only those pertinent technical matters. Additions to the CPC's Administrative Rules, Policies, and Procedures are shown below as **underlined, bold** text and deletions are shown in ~~striketrough~~ text:

4. **Street Naming Policy**

[...]

B. **Procedure**

1. All requests must be channeled through the respective Councilmember. A written request for consideration of a street name change must be sent to the Councilmember or Councilmembers in whose district the subject street is located. **The written request shall include an explanation of the reason for the street name change, and if applicable, the biography of the individual, or a description of the organization, object, or event, to be named. The City Council shall evaluate whether or not the named individual or organization has made a demonstrable and significant positive impact on the city, state, or country.** The Councilmember(s) shall in turn request that the City Planning Commission and the Department of Public Works review the proposal. Prior to submitting such a request, the Councilmember or his or her designee must first meet with the staff of the City Planning Commission and the staff of the City's designated steward of electronic geographic information to become familiar with the procedure and standards for street name change requests and to review the proposed name change in the context of the City's system of street names and other geographical features in the vicinity of the subject street. All requests for consideration by the City Planning Commission must include the following information:
 - a. Name of person or group requesting the street name change;
 - b. Contact person and address;
 - c. Location of proposed name change, including total length of the street to be affected and bounding streets or other

boundaries;

- d. Total number of lots affected by proposal;
- e. Total number of residential, commercial, and industrial uses affected by proposal;
- f. Proposed street name; and
- g. Reason for the change.

[...]

C. Evaluation Criteria

- 1. Streets may be named after ~~historically significant~~ **historic** actions or events, as part of a theme, or after a person ~~who has made a demonstrable and significant positive impact on the city, state or country. In order to reduce any perception of misconduct, favoritism, or bias, no street shall be renamed to honor a person who has been deceased for less than five (5) years.~~

[...]

V. Reasons for Recommendation

- 1. Instituting an Honorary Street Dedication Policy would allow the City to honor deserving individuals and groups without resulting in the possible fragmenting of the street network or eliciting the multiple indirect costs associated with an official street name change.
- 2. Eliminating the requirement that the City Planning Commission evaluate the significance of individuals or groups of the proposed street name change would allow the CPC to evaluate each request solely based on technical criteria.

VI. Next Steps

This study, conducted at the request of City Council Motion M-15-444, is to be first considered by the City Planning Commission. The City Planning Commission will either accept or modify this recommendation, or create an alternative recommendation, which is then to be forwarded to the City Council. If the Council chooses to adopt an honorary street naming policy as recommended by this report, its members could elect to either amend the City Council's Rules and Regulations to include a new honorary street dedication policy, or amend the Code of Ordinances in order to codify the new honorary street dedication policy.²⁹ If the City Planning Commission chooses to amend their

²⁹ In accordance with Chapter 1, Section 1-10 – Amendments to Code.

Administrative Rules, Policies, and Procedures as recommended in this report, the Commission would have to act in accordance with *Chapter 2, Article XI, Section 2-1000 – Departmental Regulations* of the Code of Ordinances. Amendments to the City Planning Commission’s Administrative Rules, Policies, and Procedures are ultimately considered by the City Council and approved by means of a resolution.

MOTION

NO. M-15-444

CITY HALL: September 3, 2015

BY: COUNCILMEMBER  CANTRELL

SECONDED BY:

BE IT MOVED BY THE CITY COUNCIL OF THE CITY OF NEW ORLEANS, That
the City Planning Commission is directed to conduct a study and public hearing to amend its
Administrative Rules, Policies & Procedures relative to the creation of an honorary street name
change process.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED
ON THE ADOPTION OF THEREOF AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.