

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 14, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Pastor Ron Truncali from the Hudson Valley Christian Church followed by the Pledge of Allegiance

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

Mayor Kennedy presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford - 7

COMMUNICATIONS

Approval of the minutes of the meeting of October 24th, 2016

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Carried**

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

City Manager, Michael Ciaravino said that our Planning Department is well under way with our re-survey of the East End Historic District through a certified local government grant from New York State Parks and Preservation. This is the first time these properties have been surveyed since 1980 and the City is piloting a new software program for Parks that allows digital surveying and submission of updated results. With good weather we should be done with the surveying in early spring. He said to remember that there are about twenty-four hundred properties in the East End Historic District and we will have an updated photo, description and condition survey for each one. In an effort to try to maximize interested property purchasers, we are working on releasing the RFP's for targeted properties. The first RFP (Request for Proposal) is out and will be published in the papers of record as well as on bidnet in the next coming days. The building at 257 Liberty Street in Audrey Carey Park is also out for proposals for its restoration and redevelopment into a community or educational facility. We are looking for qualified applicants with the means to renovate the property and offer community focus based programming to utilize this building in the Park. This Project has the potential to greatly improve the asset of Audrey Carey Park and provide the surrounding neighborhood with a community based program. More information on this can be found on our Website. We

are also preparing for our next Council meeting a slide show that encapsulates all of the work that our Water Department has been engaged in with support from our Engineering teams and DPW. It is a tremendous effort to switch our source of water not once but twice while still managing a massive infrastructure project that at the end of the day will provide the City of Newburgh with a brand new water filtration treatment plant that will capture and utilize the latest technology and filtering mechanisms. It will filter out impurities including PFOS and endocrine disrupters as well as other impurities found in the water. This is state of the art technology that some Scientists have indicated is even more progressive than the reverse osmosis treatment method currently utilized in New York City. We are hopefully going to turn this into a powerful story about a community on the rebound and we know that we have a lot of challenges ahead of us which may be even more so with the most recent Election. While we are optimistic we are also tracking this increasingly powerful narrative of self-reliance in the urban centers of the United States and at the end of the day we don't have to wait for anyone because we can do this ourselves. We are going to take this day by day, week by week and month by month as there are a lot of things we are very cautious about. At the last Work Session there was interest in the Firefighter Exam and he understands that all of the individuals are interested in taking the exam but none of them currently live in the City of Newburgh. He also understands that under the current way in which the Job qualification is characterized, our Acting Chief Ahlers would be disqualified from taking the exam. He wants to work on modifying the job qualification first as we have been down this path before with Police Chief Cameron. He would like to enable all of those who are interested as well as those who have demonstrated an ability to lead the Fire Department quite admirably without any advanced warning. One day he was an Assistant Chief and the next day, through a series of events in our Fire Department, Chief Terry Ahlers has been running the Department ever since. He would like to see what we can do to modify the job qualification with our Civil Service to afford all of those through years of service, or actually the performance of the job, the opportunity to take the test.

PRESENTATIONS

Public Hearing for the adoption of the 2017 Budget for the City of Newburgh

Mayor Kennedy called a public hearing that was advertised for this meeting to receive comments concerning the adoption of the 2017 Budget for the City of Newburgh.

As there were no comments at this time, this public hearing was closed.

Public Comment Period for FY 2017 CDBG

Mayor Kennedy called a public hearing that was advertised for this meeting to receive public comment on the City of Newburgh's proposed actions with respect to the

Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2017.

As there were no comments at this time this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Ann LaGoy, with Stray Help spoke in regard to resolution #290-2016 and provided the Council with some information. She has worked with many of the Rescues here in Newburgh and they have spayed and neutered over fifteen hundred cats since 2015. They specialize in large trap/spay/neuter and return projects and are currently working on a project where there are upwards of eighty cats in one neighborhood and she has also worked with Marist College. She would like the Council to consider questions when approaching Project Cat on what their plan is. She is very familiar with this location and has placed kittens out of that neighborhood as well as done transport to the mobile spay/neuter clinic. She has never seen such a situation with this magnitude and seriousness as there had to be nearly one hundred adult cats there and countless kittens dying. Where are the cats going? What are you getting for that \$45.00 per cat and what are you doing with the remaining cats?

Marissa Anderson, Town of Newburgh, said that Heavens Grace is a non-profit humanitarian organization for education and help with strays. She said it might be a good idea to mandate that money towards some of the non-profits already established to assist with the collection of the strays. This would be living animals continuing to live and maybe being adopted as she feels this would be the best alternative to have them survive.

Robin Stewart, Middletown, said that she has had experience with Project Cat and their theory is to rehabilitate cats, and adopt them out but seventy-five percent of the cats she collects are euthanized stating that they are sick or have parasites but she does not test them. She asked the Council to please consider another option for these cats.

Colleen Bailey, Precious Paws, New Windsor, believes in trap and release (T & R) because this is the only way for these animals to be humanely treated. The cats are spayed, taken care of and returned to their colonies where they live and they take adoptable cats and find homes for them. There is no reason to kill these animals. We have to have a group effort to get them spayed, neutered and vaccinated so that they are not a community hazard. They don't have a lot of volunteers but they do the best they can to help where it is a problem. We have to figure out how to fix this. This group will kill them as they are not what they say they are. If the cats are managed, they can be a benefit to neighborhoods by taking care of mice. We love these animals and try to get them into homes.

Patty Nolan, Town of Newburgh said that she has been doing spay and neuter returns for about twenty-five years. A cat colony is the result of a human being leaving an unaltered cat outside to reproduce. In the Town of Newburgh they set up a Fund with donations and

they work with different organizations to spay and neuter the cats. It worked there so there is no reason why something like that couldn't be set up here in the City too.

Lisa McEwen, City of Newburgh has also worked with trap and release of cats for twenty years. She feeds and takes care of several colonies in the area and when managed properly there is a colony caretaker who watches over them so if they are sick, then yes the cat is euthanized. There are other humane ways to take care of them and a lot of them cannot be adopted out which is why we do trap and release. We have six or seven local rescues here that are willing to help so there are other humane ways to do this and she feels they should be explored.

Lilliam Demskie, Marlboro is with Newburgh SCATS which is a feral cat rescue. They have been in business for about sixteen years now taking care of feral cats. They take them off the streets, rehabilitate them and find them homes. If they are unable to be adopted out, then they are taken care of at their location and there are Shelters. They are fed every day and they are healthy. They are not sick, dying and diseased cats like Project Cat states. She strongly believes that Project Cat is the wrong move to make as their policy is to kill any outdoor cat.

Steven Coyle, New Windsor, said that when he lived in the City of Newburgh he took care of several cats near his home and many people help out. He would like to know if Project Cat is a no kill program. He read from the Agriculture and Markets Law and said his point is that cats help keep the mouse population down.

Steve, Vice President of T.A.R.A. said they have been spaying and neutering with their mobile unit since 2002 and to date in the Orange County area they have spayed and neutered over 115,000 cats. Their mission was to stop the unnecessary killing of animals just because we don't have the space for them. That practice has stopped as the mass killing of animals is not the answer. That just creates a void and the only way to stop that is to let them live out their lives so by spaying and neutering them the colonies do eventually diminish. There will always be people who want to take care of them so the answer is to spay and neuter. In the Town of Newburgh they had a grant from the PetSmart Foundation in 2014, 2015 and spayed and neutered about twenty-five hundred cats and they have applied for more funding to spay and neuter another thirty-five hundred cats. He asked the Council to look into this.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

There were no comments.

CITY MANAGER'S REPORT

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

Councilwoman Abrams moved and Councilwoman Angelo seconded to adopt the resolution.

Councilwoman Abrams has seen many feral cats in her yard killing birds that come to her feeder and she understands that they are the greatest reason for the death of wild birds, however, she loves cats and would hate to kill any animal for no good reason. The City right now is considering our Budget for 2017 and they have struggled to not raise the taxes and provide necessary services so it was a miracle that we found \$2,000 for this pilot project. This organization would trap, neuter and release all of the cats in the VanCleft neighborhood. With all of these volunteers if Project Cat finds some un-adoptable cats after they have been spayed, neutered and made healthy, then maybe we could ask them to be turned over to some of these volunteers.

Councilwoman Angelo said that she is also a cat lover and is inclined to go along with Alley Cat Allies. What happens in the cold weather? She probably won't vote for this resolution tonight.

Councilman Harvey asked Chief Cameron for clarification on what Project Cat is committed to do and what their intentions are.

Chief Cameron said that he would never support blanket euthanasia for these cats. Project Cats has proposed to humanely capture the cats, adopt out the ones that can be adopted and those that are sick would be euthanized. It was never brought before the Council that there would be blanket euthanasia. Our impression is that it will be to humanely capture, adopt out and euthanize any that are sick or injured.

Councilwoman Holmes said that she will not be voting on this resolution tonight. They received a note asking them to reconsider this as we may get some assistance from the State for a more humane way.

Councilwoman Mejia said that this still doesn't answer the question about what we do with the cats on the streets. What is the plan going forward? How do we tackle this situation? What will be done in the next two to three weeks for some action in that block? Time is of the essence and she doesn't want this to be dragged out for months because the need is there. She will not be supporting this project as it stands because we need to have further discussion but what will our plan be if this resolution doesn't move forward?

Chief Cameron said that he would be more than happy to exchange contact information with any of the organizations that are here to figure out what other options we have.

Councilwoman Rayford said that she is a big cat lover and she will not be voting on this as well. She spends money in New Windsor at Blooming Deals where all of the proceeds goes to animal shelters so maybe Newburgh can do something like that. If we can adopt something like that it would keep these animals alive.

Mayor Kennedy noted that she is an animal lover in general and will not be voting for this either. We have received a lot of new information since Thursday and she agrees with Councilwoman Mejia that we have a big problem particularly on VanCleft Street. To capture, neuter and release them back to that same neighborhood would not be a good plan as there are way too many cats there. She supports the organizations that are here and their various programs as she had no idea there were so many. She suggested they give their contact information to Chief Cameron and maybe as a group they can all get together to figure out a bigger plan for the City of Newburgh. As it was noted earlier, we are strapped for cash so we have to figure out a way to do this.

**Councilwoman Abrams moved and Councilman Harvey seconded to table the resolution.
Ayes – Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy – 7
TABLED**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 292 - 2016 Securitas - Emergency Security Agreement

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 297 - 2016 Purchase of 19 Spring Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 298 - 2016 Purchase of 241 Washington Street

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 299 - 2016 Purchase of 92 Overlook Place

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 300 - 2016 NYSDOT TAP Grant Application

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 301 - 2016 AFG Grant

Councilwoman Abrams said that she is totally for the Microgrant of \$25,000.00 with no match but where are we getting the \$97,500.00 for the city match on the aerial ladder truck?

City Comptroller, Katie Mack said that this is a dilemma as we know with the aging equipment in the Fire Department that it costs one million dollars for a new truck. We weren't able to budget for that in 2017 or in the Capital Budget for this year so someone asked if we should at least try to get this grant, where almost 80% of it would be covered, and then we would have to see where we could come up with the \$97,000.00. We could go to Contingency or look at whether or not we are able to fill the Acting Chief role into a permanent role whereas if it's not filled there are certainly funds there. She doesn't have the perfect answer but felt we should at least try because two years from now when we have a broken fire truck we will have to replace it for one million dollars.

City Manager, Michael Ciaravino noted that the current aerial ladder truck had indicated many symptoms that it's living out its useful life. We are not certain that we can count on any future grants for aerial ladder trucks so we should at least try. If we get it, we will have to hustle to get some donations for the city match but it's a one million dollar piece of equipment that we might be forced to purchase anyway.

Councilwoman Rayford said that we may need to do some kind of fundraising. Do we do that?

City Manager, Michael Ciaravino said that it was done for the boat which he believes came exclusively from outside donations.

Katie Mack, City Comptroller said that she just felt we should try to get it first and if we get it then we will have to figure out how to pay for it. Yes, we could do fundraisers like we do for our Fireworks and such.

Mayor Kennedy said that this City has come a long way in the past four years doing things like this. With lots of people out there helping with fundraisers, donations and grants we have pushed this City forward in spite of having no money by doing creative things. She agrees that we should go for it and see what happens.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

Resolution No. 303 - 2016 Electronic Waste Assistance Grant

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted**

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

Michelle Kelson, Corporation Counsel explained that this is a one year renewal of an agreement that the City originally entered into in 2013. The City put out a Request for

Proposals a couple of different years in a row requesting services for our occupied property management as the City does not have the staff and the expertise to manage rental properties. Mesh Realty was selected from that RFP to provide those services and they will inspect all of the properties in cooperation with city staff to make minor repairs. They will work with DPW to make any major repairs or they will engage a contractor if necessary. They will collect rent from the tenants, work with the utility companies and make sure that they are managed in a safe and cost effective way. The amendment that is being added for this year is to better coordinate and cooperate with the City for the opportunity to show those properties to prospective purchasers and market them for sale because we don't intend to keep them long term. There is also a slight adjustment to the rate for the minor repairs to the property.

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

Resolution No. 305 - 2016 Appointing Commissioners of Deeds

Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7
Adopted

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

Councilwoman Holmes said that she is going to vote on this resolution but she is up in the air about this. The Deputy Police Chief will have to be the Deputy Police Chief for two years so she is not sure what the plan is. Are we not going to have a Police Chief for two years? That can't happen either. If she doesn't vote for it, it will pass anyway and we spent \$26,000.00 in fees with Civil Service against the City of Newburgh which could have been money going towards this salary that we are implementing right now. If we do get a Police Chief, what are we going to pay that person? She is just expressing her reservations about this.

Councilwoman Rayford said that they voted for this position with the salary but they will be cutting back by not filling positions or cutting other personnel salaries. She would like Chief Cameron to be the Deputy Police Chief and really wanted him to be the Chief but he didn't take the test which had caused us to look into other ways on how to deal with this. He is qualified but he didn't take the test so she hopes that when the test comes up and it is a requirement to those who are listening, please apply and take the test so we won't have to go through this. She told Chief Cameron that he is a brilliant young man and he does an excellent job with the community and people receive him well. This back and forth has to stop because it makes the Council look bad but we do have requirements so please take the test if it is mandated. We have to stop the bickering and help move this City forward and do what is right according to our bylaws, rules and regulations.

Mayor Kennedy noted that this resolution is a clarification of a resolution we voted for on October 14th. Some things were unclear concerning the wages we would pay Chief

Cameron from October 14th to December 31st. At the time, we agreed that it would be more expedient to implement the Deputy position and continue to pay Chief Cameron the Chief wages rather than for him to step back into the Lieutenant position and then charge the City for overtime. This saves the city money and he is doing a great job. This particular resolution is just a clarification of that agreement and there is a bigger discussion that we still need to have.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6

Nays: Holmes-1

Adopted

Resolution No. 307 -2016

Mayor Kennedy said, *"Hallelujah, we can put this to bed and we are actually getting some money back."*

Councilwoman Abrams added that many people remember this has to do with the building of the Courthouse back in 2010 at the Broadway School. We got ripped off in the most tragic and despicable way by the people that were in on this. Some were City Officials so she is very happy to accept this settlement. It should have been a million dollars but at least we won and got this money back for our residents.

Councilman Harvey thanked Michelle Kelson for her hard work and due diligence. Very rarely do you see the City receive money instead of paying it out in legal matters.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

Resolution No. 308 - 2016

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Adopted

NEW BUSINESS

Councilwoman Holmes said that she is getting complaints about the flower pots on Broadway and she knows there was an accident so is it going to be permanent? What will happen with them in the winter? She knows a resolution was passed for it.

Mayor Kennedy said it was a demonstration grant.

Deirdre Glenn, Planning & Development said in regard to the accident that someone was speeding down Broadway and they were in a lane they shouldn't have been in. This is a demonstration project that took a year and half of publication, presentations and press. She still gets asked about it also but it is to protect the pedestrian crossroad that was added. Many people were crossing mid-block so it was planned to protect them. It is not permanent and they were hoping it would lead to something different.

Councilwoman Rayford said that she travels 30 mph down Broadway and she went right through that green section as there are no signs telling you to slow down. She feels it is a tragedy waiting to happen.

Ms. Glenn noted that there are rumble strips and a whole block that says, "*Left turn only in this lane.*" There are markings there.

Councilwoman Mejia noted that there were posts showing that you are not supposed to go through the green area. Several tests were done and there are certain green spots that have barriers and some don't. The area near Chambers Street, where you can cross Broadway, at first did not have any stakes in the ground but the cars were still speeding so the potted plants were put there in hopes they would be seen. She understands a car ran through it, which speaks to the speed of the cars but she doesn't know why these weren't replaced after the accident. This is a test pilot and the whole goal is for people to cross safely. We want to be able to walk safely because we are not just a car community.

Councilwoman Angelo said that she was the first to call and complain because she was coming down Broadway and with the sun glare someone stopped short in front of her to get around that barrier. She is lucky that they didn't get hit.

Ms. Glenn said that what she is hearing is that nobody sees it but there is a full block of markings.

Councilwoman Rayford asked what the timeline is for this experiment.

Councilwoman Holmes said that the first time she saw it she was traveling to City Hall and couldn't even get into the other lane so she had no choice but to go down Chambers Street. It is a perception of what you see and people aren't paying attention.

Ms. Glenn noted that they have quarterly Distressed Property Meetings that are public and all of this has been discussed at those meetings for almost two years but nobody notices it until they are in the middle of it.

Councilman Harvey announced that on December 17th Keisha Hall, a Newburgh resident and N.F.A. Graduate is looking to host a Three on Three Basketball Tournament and Toy Drive at the Armory from 12:00 p.m. to 5:00 p.m. She is looking for sponsorships at gold, silver and bronze levels and 100 Men for Newburgh has agreed to be a gold sponsor. It will be \$500.00 for the gold, \$300.00 for silver and \$200.00 for bronze. He added that the Faculty and students of the Excelsior Academy at N. F. A., North Campus have made a proposal for a City Local Issue Project. They are asking for five representatives from the Council, City Manager's office or department heads to embark on presentations with solutions for City issues. These presentations will be held on the 28th, 29th or 30th to speak about five or six pressing issues that the City is dealing with so that students can formulate how to address them. The end product would be a group presentation and Community Fair to be judged and the best two or three groups will come to the City Council to present their solutions which will include multimedia technology.

City Manager, Michael Ciaravino said that sounds great.

Mayor Kennedy agreed that it sounds good and interacting with the School is a great idea.

Councilwoman Rayford said that during Council Meetings and Work Sessions no one should be able to come behind the table from the public to discuss things with the Council. It should be documented somewhere.

There being no further new business to discuss this portion of the meeting was closed.

OLD BUSINESS

Councilwoman Holmes asked about the Skateboard Park and how we can get it started.

George Garrison, DPW Superintendent said this is the first he heard that we are going to be doing it.

Mayor Kennedy asked if he, the City Manager and Deirdre Glenn have had any

conversations on this matter yet.

City Manager, Michael Ciaravino responded that they have had conversations on this. He made a promise to Ms. Bediako that at least with the funding for the Skateboard Park, which he believes was around \$800,000.00, he would develop a plan for cameras throughout the community. We can work up a budget for this downsized proposal but the energy right now has been focused on that promise and it look likes there could possibly be some money left over. In the meantime we have learned that the Shot Spotter Grant we applied for did not succeed but we still need it so we are trying to fashion a proposal to bring to Council in the next few sessions that will enable us to go forward with funding from CDBG. We are disappointed that we didn't qualify but we want to present what will maximize the money that was previously allocated for the Skateboard Park. On the other hand, if the Council gives direction to do otherwise then that is what we will follow but he does want to fulfill that promise.

Mayor Kennedy said that at the last discussion on this subject we said that there was about \$350,000.00 that we had from other sources to be put towards the cameras plus some money from CDBG and we wanted to take at least \$200,000.00 for the Skateboard Park. We did not want to take the whole thing away from the Skateboard Park and we have been saying that all along.

Councilman Harvey said we had about \$350,000.00 for lights and cameras but we said that we would take an additional \$200,000.00 perhaps from the CDBG which was going to be allocated for the Skateboard Park and whatever remained was going to be for the Skateboard Park at a reduced cost.

Councilwoman Holmes said that George Garrison sent them a proposal of a Skateboard Park which was around \$200,000.00 and that it would cost around \$300,000.00 with the labor.

George Garrison said the only thing he would ask for is to hire a few laborers to help with this.

Councilwoman Holmes doesn't see why we can't use that \$300,000.00 and there will still be \$200,000.00 for the lights and cameras. We need to get this Skateboard Park because the children are asking for it and we promised it to them. We did not say that we would take it away so we need to get it going in the spring.

Mayor Kennedy said that everyone on this Council wants to see both of these things happen. The young people need places to play and it also creates safety. She urged the City Manager to sit down with Deirdre Glenn, George Garrison and the current group of leaders for the Skateboard Park to figure out what we can do.

Councilwoman Mejia said that George Garrison took her to Walden to see a comparable Park which is drastically different from what was originally planned and a conversation needs to be held with the key stakeholders so they are not shocked. It is missing one key component that everybody wanted which is the bowl. Everyone needs to be made aware and shown an example of what it would look like. If it is under the CDBG Budget, then the administrator of that fund needs to be the one to lead that Project. They need to be shown what the design will look like because it is night and day from what was discussed and the location where it is going to go will displace a Playground that is highly utilized in the area.

Councilwoman Abrams said that they don't have to have one identical to the one that was looked at in Walden. A young woman who is a skateboarder told her that there is something called a Skateboard Plaza which is much cheaper and something they would like. If the staff gets together with the skateboarding group, they will come up with some good ideas and work to get that price down.

George Garrison said if they go with the plan he gave them or something comparable to it they won't have to remove the Playground.

Mayor Kennedy agrees with Councilwoman Mejia that we need to get the stakeholders involved.

Councilwoman Holmes noted that is going to be hard because they are very upset over the tragedies that happened. They are upset because they feel we are not going to do what we intended to do for seven, eight years.

George Garrison said now that he knows we are going to do this he will start working on it and figure out where it is going to go. We can maybe work on it through the winter if we don't get a lot of snow.

Councilman Harvey asked for an update on the cameras. We owned three digital cameras and were looking to purchase more to be installed.

Katie Mack, City Comptroller said going back to the Skateboard Park that \$100,000.00 was dedicated through Senator Larkin's Office. The problem with that money right now is that it was dedicated to Phase III of this \$700,000.00 Skateboard Park. She is in communication with them to let them know that we are looking to scale this down and see if we can still use that money for a new project. We are waiting for that feedback which may change things. She understands that Laborers will be needed but keep in mind that Seasonal Help was pulled out of the 2017 Budget because there was a full-time head converted this year. We had a line of about \$100,000.00 in 2016 which we converted into one full-time head and there was a little bit of money left over. If the Laborers can be

covered through CDBG, then she thinks that will work but if it is in addition to adding the head it might be a little tricky.

Mayor Kennedy said she thinks it would be temporary help paid through CDBG.

City Comptroller, Katie Mack said she just wants to make sure that they are all on the same page. As soon as she hears word regarding the Skateboard Park money she will let them know. In regard to the cameras, we have the three wireless cameras up and we should have products for the replacement cameras here by the 15th. We have temporarily set up a date with Pereca, who was awarded the bid for the electric, to start on the 28th of this month. With regard to the larger scope project with the additional monies, we are looking at a variety of different places and we are in our final phase of working with the County who let us know who they work with in their security to monitor the entire County. We are in those discussions now to see if that is something we would be interested in.

Councilman Harvey said they are going to start work with the replacement cameras on the 28th but what is the timeline in terms of completion?

Ms. Mack responded that as soon as the work starts on the 28th she will ask for a timeline from the contractor.

Councilman Harvey said that he is getting a lot of questions about the locations and he knows that we can't disclose them to the public but asked if the Council could be aware of where the replacement cameras are.

Ms. Mack said that she has received clarification from the Chief that we can let people know where they are we just can't say when they are or are not working.

Ms. Mack added regarding the Budget that we have one more Work Session and at the next Council meeting we vote on this. She was asked if she could maneuver the tax appropriation base to a zero increase and what would that look like but she found out that base proportions do not work that way. It helps to relieve off of non-homestead because non-homestead numbers are going to be more than homestead because it consists of commercial businesses and large companies. It is always increasing the homestead to decrease the non-homestead so the question is are we moving forward with that? If so, we are going to need a second resolution. She will take some time at the next Work Session to lay that all out for the Council to show them what that will look like so that they can make a decision. She told them that they also need to talk about the Chief's salary and what they want to do for 2017. Are we going to create a different step for the Chief salary versus the Deputy Chief salary? She needs to know because she needs the differences in that pay to be incorporated into the Budget to be presented to the Council.

Mayor Kennedy said that as Deputy Chief he is doing the work of the Chief which would be out of title work and she thinks that the fair thing to do is to pay him the Chief's salary and the difference would be called out of title pay.

Councilwoman Holmes said that we are paying him the Chief's salary. What Ms. Mack is saying is that she needs a Chief's salary for 2017. We already resolved it for this year.

Ms. Mack said that her question is, what happens on January 1st for Chief Cameron's salary? She is looking for guidance on what to do because she has to know where these holes are and how to plug them so she was hoping to resolve it tonight.

Councilwoman Holmes said hypothetically that his salary will stay the same in 2017 as what was passed tonight and the Chief's salary would be an 8 or 9. From what she knows his salary will stay the same.

Councilman Harvey said this is something we really have to look at.

Corporation Counsel, Michelle Kelson noted that what the Mayor proposed achieves the potential goal without changing any grades. While the Labor Contracts have out of title pay built in to their contracts in order to do something similar for a Non-Bargaining employee it would have to be with approval from the City Council. You could leave both positions at their current grade and step and show the Chief's salary Grad 8-1 and pay the Deputy Chief at the Deputy Chief's rate plus an out of title stipend so that Chief Cameron continues to perform these duties and maintains the rate of compensation that he has been when there has been no appointment to the position. This can be done in the Budget resolution.

Mayor Kennedy said they don't want to change the rules they just want to change the out of title section.

Ms. Mack added that we know our part-time Assistant to the Assessor, Marion Perna, who has been with the City since the 1970's is retiring. The Assessor has asked to change the part-time Assessor position into full-time and they will not fill back Marion's position. With one full-time person it becomes very difficult to keep up with the assessed values of homes in a more frequent manner than we are now. This way there would be two full-time Assessors and we would drop the Assistant Assessor as we have another part-timer for clerical.

Corporation Counsel, Michelle Kelson noted that the titles are a bit confusing. We have a

full-time Assessor; Joanne Majewski, and part-time Assistant Assessor who is actually a Deputy to Joanne. There are two part-time Administrative Assistants who are clerical staff; one of whom is retiring which is Marion Perna. The Assessor is proposing to make her part-time Deputy full-time and not fill that clerical position that is being vacated by the retirement. There is no promotion involved. Instead of filling what is a part-time administrative clerical position you are making a professional part-time position full-time. There would be a benefit to that because you have someone who is here five days a week to go out and inspect properties and make sure that when you value these properties you are valuing them with one hundred percent of the data and you are getting all of the information which could potentially raise the assessment values in the City.

Ms. Mack said that she needs to know if there are any other changes that the Council has. She doesn't want to miss anything that a Councilmember might have wanted to bring to the table.

Councilwoman Rayford said that she would like to request a special meeting just to deal with the Budget. We are running out of time.

Mayor Kennedy said she thought they were close to having this done.

Ms. Mack said that she needs to get to print and be able to provide the Council with something to vote on at the next Council Meeting. There have been a number of changes that have happened and she needs to shuffle those numbers down

Councilwoman Mejia suggested starting the Work Session, which is scheduled for November 22nd, a bit earlier.

Councilwoman Holmes said she is flexible.

Ms. Mack asked what is still outstanding?

Councilwoman Rayford said that the issues she had are with the Step and Grades, salary increases and the salaries that were offered.

Ms. Mack said that she has a package for the Council from Thursday that will give them all of the vacant positions and they did discuss the Non-Bargaining salaries on Thursday. The time is crunching so she doesn't want to miss any feedback. She told Councilwoman Rayford that perhaps they should take some time together to go through it and then get back to the Council with her concerns for a general consensus.

Councilwoman Rayford said that she is aware that they talked on Thursday about the date of hire and the anniversary date but although it has been said that the Council should not get involved with the hiring and firing of City employees we should be involved in when, where and how the money is being spent. She sees a lot of discrepancies dealing with tax payers dollars and we are not a rich, lavish City so we have to be serious about the Budget. She doesn't know how many of the Council have really looked into the Budget but she sees a lot of hat throwing and that bothers her. This is very serious and even the Council didn't ask for an increase. She got elected to help the voters who voted for her with their taxes and the way things are going they are going sky high because of pay increases. If the Comptroller wants to meet with her on the side that's fine but she will not meet with her alone as she needs someone to witness it.

Katie Mack, City Comptroller suggested that Councilwoman Rayford set up an appointment but she needs the Council to know that it takes tremendous effort to create these books and she still has to work on all of the information that has changed.

Councilwoman Abrams asked if Friday is too late because she would be happy to go with Councilwoman Rayford.

Ms. Mack said that Friday unfortunately is not a good day but she will make time to go over whatever is concerning the Council as well as to have clarity and understanding as to where they are coming from. Just give her a call and she will make time.

Mayor Kennedy said that they went through a whole lot of things the last time they met and she agrees that next time they have Budget conversations they need to have separate meetings.

There being no further old business to discuss this portion of the meeting was closed.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Drew Kartiganer, Town of Newburgh submitted a packet to the Council regarding the Mid-Broadway housing. (copy attached) He noted that the reason we are here is because the one year extension of their Development Agreement expired in October because they don't have their financing in place. They had a one year extension by a resolution the Council passed last October and there have been no other resolutions since to extend it. If this Council wants to extend the project, they will have to explain to taxpayers why they gave away millions of dollars of their money.

Stuart Sachs, 28 Lander Street, submitted and read the attached comments. (copy attached)

Hannah Walsh, City of Newburgh said to reiterate what Drew and Stuart said that when she found out the Contract expired it was like a gift. The City can't afford this current deal and it gives us the opportunity to demand a better deal. We have to do better because we can't afford to give away thirty years of tax revenue. We have to stand up for what is best for all City residents. There is right a way to do developing and affordable housing and this project is not it. Take this opportunity, stand strong and fight for what is best for Newburgh.

Michelle Basch, City of Newburgh said that in 2006, 2007 land developers were very interested in developing the land on the hill facing the Waterfront. They hired a Planner who came here and was told by one of the Council members that he needed to have affordable housing in this plan but his response was, "*No, you are wrong*". The City of Newburgh is in a tax negative state so how can we give away thirty years of our tax dollars that don't exist? We need people here who will pay taxes. She has no problem with affordable housing if we can afford it but right now that is not the case. We cannot afford a project like this.

Leslie Parker, City of Newburgh is wondering if Grand Street is going to be repaved. She goes to O.C.C.C. and uses the Library so she feels this street needs to be repaved.

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

***Submitted at City Council meeting on November 14, 2016**

Date: 14-Nov-16

page 1 of

2

Subject: MID BROADWAY PROJECT
TAX PAYER SUBSIDY

Reference: Mid Broadway PILOT/ direct project subsidy
Mid Broadway School district cost PILOT/ indirect project subsidy

The attached documentation is a detailed analysis of the tax subsidies that the Mid Broadway Project by Mill Street Associates will cost City of Newburgh and Newburgh School District tax payers.

The subsidies include

Direct Tax Subsidy based on the PILOT

of between	\$	201,000	a year	1.03%
to	\$	292,000	a year	1.50%

Indirect subsidies from City of Newburgh tax payers as a result of increased students (61) in the School District will total

\$ 122,399 a year

Combined

Total yearly subsidy by CITY OF NEWBURGH TAX PAYERS combined PILOT & School district subsidy

between \$ 323,399 per year

and \$ 414,399 per year

Total 30 year subsidy by CITY OF NEWBURGH TAX PAYERS which is the term of the Pilot

between 30 \$ 9,701,972 per year

and 30 \$ 12,431,972 per year

Total 30 year subsidy by CITY OF NEWBURGH TAX PAYERS and NEWBURGH CENTRAL SCHOOL DISTRICT TAX PAYERS including Towns of Newburgh & New Windsor which is the term of the Pilot

between 30 \$ 23,337,963 per year

and 30 \$ 26,067,963 per year

respectfully submitted

Drew Kartiganer



attachment list
and copies next page

CITY OF NEWBURGH TAX SUBSIDY
TOTAL TAX SUBSIDY

Attachments for reference as follows:

- 1 OVERALL ANALYSIS OF TAX SUBSIDY FOR MID BROADWAY**
- 2 ANALYSIS OF MID BROADWAY PILOT TAX SUBSIDY**
Direct subsidy analysis based on Payment in Lieu of taxes
- 3 ANALYSIS OF MID BROADWAY SCHOOL DISTRICT INDIRECT SUBSIDY**
Indirect cost to subsidize 61 new students in district from project
- 4 Copy of Property Tax Bill from City of Newburgh**
documents City Tax Levy of
\$19,462,564 for 2016 budget
- 5 Copy of 205-16 Budget Newsletter for**
Newburgh Enlarged City School District
\$ 108,787,712 local tax levy

copies to:

- 1-7. City Council of Newburgh
- 8 City Manager
- 9 City Clerk
- 10 City Comptroller
- 11 City Assessor
- 13 other

Date: 14-Nov-16

Subject: MID BROADWAY PROJECT
TAX PAYER SUBSIDY

Reference: **OVERALL ANALYSIS OF TAX SUBSIDY FOR MID BROADWAY**
Mid Broadway PILOT/ direct project subsidy
Mid Broadway School district cost PILOT/ indirect project subsidy

		PER YEAR		PILOT TERM	30 YEARS
		LOW	HIGH	LOW	HIGH
		ESTIMATE	ESTIMATE		
Taxes paid by					
CITY OF NEWBURGH					
direct subsidy					
PILOT	low estimate	\$ 201,000		\$ 6,030,000	
	high estimate		\$ 292,000		\$ 8,760,000
Indirect Subsidies	21.21%				
School District					
same for low & high		\$ 122,399		\$ 3,671,972	
			\$ 122,399		\$ 3,671,972

CITY OF NEWBURGH

DIRECT SUBSIDIES OF MID BROADWAY

1 year	low estimate	\$ 323,399		\$ 9,701,972	
	high estimate		\$ 414,399		\$ 12,431,972
30 year PILOT term	low estimate	\$ -		\$ -	
	high estimate		\$ -		\$ -

TOWN OF NEW WINDSOR

School district subsic	31.42%	\$ 181,314		\$ 5,439,430	
			\$ 181,314		\$ 5,439,430

TOWN OF NEWBURGH

School district subsic	47.35%	\$ 273,219		\$ 8,196,562	
			\$ 273,219		\$ 8,196,562

TOTAL TAX PAYER SUBSIDY

total of Direct (Pilot) and
Indirect (school district) project subsidy

City of Newburgh with					
Town of Newburgh and low		\$ 777,932		\$ 23,337,963	
Town of New Windsor co high			\$ 868,932		\$ 26,067,963

Date: 14-Nov-16

Subject: MID BROADWAY PROJECT
TAX PAYER SUBSIDY

Reference: ANALYSIS OF MID BROADWAY PILOT TAX SUBSIDY
Direct subsidy analysis based on Payment in Lieu of taxes

	Per Year		Pilot term	
	hi	low	hi	low
Taxes for each use of Mid Broadway				
1 91 apartments				
	Number apart	value per apartment	total taxes for apt use	
hi	91	\$ 2,000	\$ 182,000	\$ 182,000
low	91	\$ 3,000	\$ 273,000	\$ 273,000
				\$ 5,460,000
				\$ 8,190,000
2 Supermarket				
	square feet	13800	estimated value (100% assessment)	
	value/ sf	\$100		
	estimated value	\$1,380,000		
	Effective Tax rate	5.000%		
	tax liability as percent of full asses:	5%		
	taxes at full value	\$69,000		
hi			\$ 69,000	\$ 2,070,000
low			\$ 69,000	\$ 2,070,000
<hr/>				
TOTAL TAXES/ MID BROADWAY WITH OUT PILOT				
	hi	\$ 251,000	\$ 7,530,000	
	low	\$ 342,000	\$ 10,260,000	
3 Taxes proposed by Mid Broadway				
shown as credit	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (1,500,000)
				\$ (1,500,000)
<hr/>				
totals		per year	30 years pilot	
	low	\$ 201,000	\$ 6,030,000	
	high	\$ 292,000	\$ 8,760,000	
Total City taxes				
on residents	\$ 19,462,564.00			
Yearly tax subsidy of City of Newburgh				
residents based on percentage of				
of City Budget for 2016				
	low	1.033%		
	high	1.50%		

Date: 14-Nov-16
 Subject: MID BROADWAY PROJECT
 TAX PAYER SUBSIDY
 Reference: ANALYSIS OF MID BROADWAY SCHOOL DISTRICT INDIRECT SUBSIDY
 SCHOOL DISTRICT COST

students in the Newburgh school distri 11500 estimated total students
 Newburgh School budget 2015/16 \$ 256,916,269
 cost per student \$ 22,340.55
 state aid \$ 148,128,557 57.66% of total budget
 local tax payer shai \$ 108,787,712 42.34% local tax share as percent

		Total required Subsidy	
		Per Year	30 years Pilot term
number of new students	61		30
from City of Newburgh planning study			
cost per student for year education	\$ 22,341		
total cost of additional students		\$ 1,362,773	\$ 40,883,198
tax payer share based on current budget	42.34%	\$ 577,048	\$ 17,311,436

Newburgh school system State support
 City of Newburgh share percent of local tax
 of school budget 21.21125% \$ 122,399 \$ 3,671,972
 Total Newburgh CSD budget

Newburgh CSD/ Sate Subsidy \$ 148,128,557

total local share for School taxes \$ 108,787,712

Share per Municipality in Newburg \$ 108,787,712 100%

1 Town of New Windsor \$ 34,182,209 31.4% \$ 181,314 \$ 5,439,430

2 Town of Newburgh \$ 51,508,447 47.3% \$ 273,219 \$ 8,196,562

3 City of Newburgh \$ 23,075,234 21.2% \$ 122,399 \$ 3,671,972

4 does not include Cornwall

ORANGE COUNTY - CITY OF NEWBURGH
 COUNTY AND CITY REAL PROPERTY TAX BILL

BILL No: [REDACTED]
 SEQUENCE No: [REDACTED]
 PAGE No: 1 of 1

Year 01/01/2016 to 12/31/2016 Warrant Date 12/29/2015

MAKE CHECKS PAYABLE TO
 TAX COLLECTOR
 83 BROADWAY
 NEWBURGH NY 12550

TO PAY IN PERSON
 AT CITY HALL
 83 BROADWAY
 8:30AM-4PM DAILY
 PHONE 845-569-7330

PROPERTY ADDRESS & LEGAL DESCRIPTION
 SWIS: [REDACTED] SBL: [REDACTED]
 Address: [REDACTED]
 CITY OF: Newburgh
 School: 331100-Newburgh Csd
 NYS Tax & Finance School District Code: 433
 2 Family Res Roll Sect. 1
 Parcel Dimensions: 22.00 X 99.00
 Account No: 161650 Bank Code:
 Estimated State Aid: CNTY: 83,616,440 CITY: 4,464,656

IF YOU HAVE AN ESCROW ACCOUNT PLEASE FORWARD THIS BILL TO YOUR BANK

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the full Market Value of this property as of July 1, 2014 was \$ 62,200.00
 The Assessed Value of this property as of July 1, 2015 was \$ 62,200.00
 The uniform Percentage of Value used to establish assessments was 100%
 If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your Assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filing complaints on the above assessment has passed. SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>	<u>Exemption</u>	<u>Value</u>	<u>Tax Purpose</u>	<u>Full Value Estimate</u>
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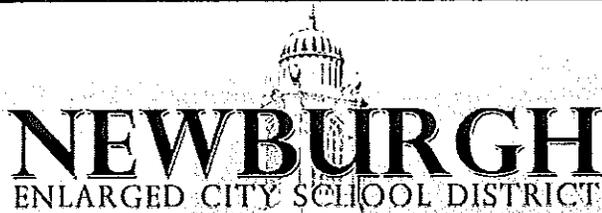
<u>PROPERTY TAXES</u>	**HOMESTEAD PARCEL**	<u>% Levy Change</u>	<u>Taxable Assessed Value</u>	<u>Rates per \$1000</u>	<u>Tax Amount</u>
<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>From Prior Year</u>	<u>or Units</u>	<u>or per Unit</u>	
COUNTY	118,296,374	1.9	62,200.00	3.914800	[REDACTED]
CITY	19,462,564	0.0	62,200.00	19.512600	[REDACTED]

TOTAL TAXES DUE \$ [REDACTED]

City of Newburgh
 LOCAL CITY TAXES
 \$ 19,462,564



2015-2016 BUDGET NEWSLETTER



School & Library Budget Vote

Tuesday, May 19, 2015
12 Noon until 9:00 p.m.

School Budget Proposal	Budget Adopted for the 2014-2015 School Year	Budget Proposed for the 2015-2016 School Year	Contingency Budget for the 2015-2016 School Year
Total Budgeted Amount, Not Including Separate Propositions	\$244,792,719	\$256,916,269	\$252,577,585
Increase/Decrease for the 2015-16 School Year		\$12,123,550	\$7,784,866
Percentage Increase/Decrease in Proposed Budget		4.95 %	3.18%
Change in Consumer Price Index		1.62 %	
A. Proposed Tax Levy to Support the Total Budgeted Amount	\$108,787,712	\$110,626,396	
B. Levy to Support Library Debt, if Applicable	\$0	\$0	
C. Levy for Non-Excludable Propositions, if Applicable	\$0	\$0	
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy	\$0	\$0	
E. Total Proposed School Year Tax Levy (A + B + C - D)	108,787,712	110,626,396	\$108,787,712
F. Permissible Exclusions to the School Tax Levy Limit	\$2,657,357	\$2,689,595	
G. School Tax Levy Limit, Excluding Levy for Permissible Exclusions	\$106,130,355	\$107,936,801	
H. Total Proposed Tax Levy for School Purposes, Excluding Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax Cap Reserve (E - B - F + D)	\$106,130,355	\$107,936,801	
I. Difference: (G-H); (Negative Value Requires 60.0% Voter Approval)	\$0	\$0	
Administrative Component	\$24,207,722	\$23,465,401	\$23,001,783
Program Component	\$192,957,846	\$205,319,779	\$201,464,713
Capital Component	\$27,627,151	\$28,131,089	\$28,111,089

Basic STAR Exemption Impact

The Basic School Tax Relief (STAR) exemption is authorized by Section 425 of the Real Property Tax Law.

Under the Budget Proposed for the 2015-2016 School Year

Estimated Basic STAR Exemption Savings	\$940
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Smart Schools Bond Act & Contingency Budget

The 2015-2016 proposed budget includes an additional \$4 million for technology-related purchases as part of the Smart Schools Bond Act. This funding was approved by voters state-wide at the November 2014 General Election. We will receive this funding directly through the State Education Department, not through the District tax levy.

Should the proposed budget be defeated pursuant to Section 2023 of the Education Law, a contingency budget will be adopted under the assumption that the current year tax levy may not be increased and non-contingent equipment may not be purchased. To meet this requirement, the following reductions will be necessary:

- Equipment will be eliminated from the budget as appropriate; this will mean we may not purchase the \$2.5 million worth of equipment budgeted under the Smart Schools Bond Act.
- Positions will be eliminated from the administrative and instructional personnel included in the budget, based on their respective percentage of the budget, while also remaining within the administrative cap allowance.

***Submitted at City Council meeting on November 14, 2016**

RE: Expiration of Mill Street Partners' development contract for the Mid Broadway Site

Dear Mayor and City Council,

Mill Street Partners had an exclusive 2 year contract in 2012 with The City of Newburgh to come up with and execute a development plan for the Mid Broadway Site. The terms of the Contract are that Mill Street must secure site plan approval, AND state funding for their project by the deadline. They received 2 extensions of 1 year each. Most recently, October 26, 2015. At that council meeting, a council member asked The City's Attorney when the 1 year extension started, and she replied as soon as the amendment is executed, maybe tomorrow. The Council voted, and Mill Street's attorney is heard saying thank you very much. This can be viewed on the City's you tube channel (<https://www.youtube.com/watch?v=uSNr0MDACK0> at time 1:50:30). The final 1 year extension to the contract expired over two weeks ago, October 26, 2016. As Mill Street has not secured funding, they have not met the terms of their contract. The contract expired along with the exclusive status of Mill Street as the the chosen developer for the Mid Broadway site.

Last year you struggled with the question of extension. Finally agreeing to a one year only extension. Mill Street said they could do it. Many of you expressed unese or downright anger at the PILOT, and emphasized that could not be done again. You granted them the extension, with the understanding that it would not happen again, and certainly not with the generous PILOT.

What now that the contract has expired? The City must clarify it's needs. The Future Land Use Plan, as part of the Sustainable Master Plan stipulates that this area of Broadway must be developed in a manner that generates tax revenue for the City. It is noteworthy that the Master Plan was adopted by the City Council, and has the force of law. This is basic, and must be a precondition to any proposal for this site... it must pay it's fair share of taxes, and it cannot receive the same overly generous tax subsidy, or PILOT. The City desperately needs Police, Fire, DPW workers, road and sewer repair.... None of this can be paid for if we give away our future tax earnings.

The new proposals must conserve resources: water use and runoff must be held to a minimum using permeable surfaces and retention rings, energy use must be a minimum, local subcontractors and labor must be used to bring jobs into the inner city, sufficient parking must be available on site, and design should be held to a high standard for the historic district. There must be a strong community benefits agreement including public park space.

Part of the problem with the plan for this development was that the Planner and Developer were the same. This creates a basic conflict of interest, and the developer exploited that to design a project that maximizes their profit at the expense of the City. The proper way to handle this is for the City to hire a planner to create a vision/plan for the site that will serve the City's needs, then use that plan as the basis for a request for proposals.

We can get much better proposals that will inspire the City, drive economic development, and pay their fair share of taxes. I urge the council to stand tough as the developer threatens to sue. They try to bully the City Council into submission with ridiculous numbers. Last time the Acting Corporate Council stated that suing for the entire projected construction budget was absurd, and could not be successful. Besides, this went to court once already. Drew Kartiganer and I sued to reverse the first Special Use Permit issued on this project. We won resoundingly! I think our case would be stronger this time, so the City should stand tough, say no, and move on.

Newburgh is a struggling City, and cannot afford a total tax subsidy of \$23-26 million for these developers over the next 30 years. We have to do it better. With the expiration of Mill Street's contract, we have that opportunity.

Stuart Sachs, Newburgh, NY

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams thanked the last young lady for speaking and wished more young people would come here to speak about what affects them. Our next Council Meeting will not be until after Thanksgiving and we have a lot to be alarmed about but also a lot to be thankful for. She wished everyone a wonderful, safe and happy Thanksgiving especially those who come out to every single meeting because we are thankful for you. In regard to the Mid-Broadway project, she is concerned because she is hearing two different dates about when the contract is expiring so it still is not clear to her. She wished everyone a good night and a Happy Thanksgiving.

Councilwoman Angelo thank Corporation Counsel and Deirdre Glenn for getting money back into the City. She and George Garrison have been looking for a Christmas tree and if anyone wants to take the mums in front of City Hall they can take them in about two weeks.

Councilman Harvey wanted to let everyone know that he had some great meetings this past week with the United Way on strategies to address the poverty issues. He also had a great meeting with Chief Cameron, Lt. Carrion and Isabelle Rojas from the District Attorney's Office about initiatives our Police Department is working on to address the crime in the City of Newburgh. To reiterate what he said earlier, a young lady came to a 100 Men for Newburgh meeting asking to partner with an initiative to do something for the youth and families so as we approach the Holiday season, on December 17th we are hoping to lock in a Three on Three Basketball Tournament Toy Drive. This is an event to give back to the community and families who are less fortunate and at the same time provide some recreational activity for people who are seventeen and older. We will be raffling off three flat screen televisions and food at that event so it should be a great event. During the Holiday Season the restaurant located at 203 South Street will be doing free dinners for the community from 6:00 p.m. to 8:00 p.m. the day before Thanksgiving on the 23rd. They are looking for volunteers to bring food and help serve also.

Councilwoman Holmes thanked everyone for coming out and noted that there will be a clothing and food drive on Wednesday the 16th at the Recreation Center, 401 Washington Street and on the 20th they will be feeding the homeless.

Councilwoman Mejia thanked everyone for coming tonight. On the Skateboard Park, it will get done but it will just be a different venue. She was happy to hear the camera update and it is important for the community to know where those cameras are. Regarding the Mid-Broadway project, she has been upfront with her concerns about the PILOT because

it puts a huge burden on the taxpayers at a time when we are trying to grow our tax base. She is looking for guidance from our Corporation Counsel and our City Manager as to which date it is and what are the next steps to be taken. To the question about Grand Street being paved, she appreciates hearing these kinds of questions. Grand Street is a Gateway with the Library, College, Congressional Offices and several places of Worship alongside the residents who live in that area. It is one of those roads that needs major pavement and improvement. She added that these last two weeks have been tough here in the City of Newburgh because in the last fourteen days we have mourned and buried two beautiful women. The lives of these two individuals were cut short while attending a Halloween Party on Broadway. She offered condolences and prayers to the families, friends and us as neighbors. On November 1st, blood testing started for PFOS at the Cornerstone Family Health Center officially ushering in Newburgh's latest environmental crisis and social justice campaign. She and her family are scheduled to have the blood test this Saturday, the last day for testing. She does not know of any additional sights or new dates to test area residents who are demanding to know their PFOS number or what the Department of Health will be doing to take this campaign to the streets and into the blocks. On November 8th, Elections were held and what people need to know is that the majority of eligible voters stayed home yielding the results and thus ushering in what some are trying to frame as a mandate for this incoming Administration. She says that racism, tyranny, misogyny, white supremacy, anti-gay and anti-semitism are not American values. It is not alright for a sixth grade Teacher in California to tell his students that their parents will be deported. If that bias is in your heart and that is what you carry, then do not exercise your profession in a diverse community. This City and this Country belongs to all of us. This wave of racist acts across the Country and in our State will not be tolerated and will be prosecuted to the full extent of the law. We have seen this before and we will overcome it. Remember that there is a special place in the Universe reserved for those who maintain their neutrality in times of moral crisis and we are in a moral crisis. She will fight against the targeting of immigrants, Muslims, the LGBTQ community and for the rights of the oppressed every day there is breath in her body. She lost one Country to Civil War in the 80's in Central America and she will not lose another Country in the 21st Century. She will fight for our values, human rights for our vision of America and for our community in the City of Newburgh. She will not compromise; not this time. Not on our values of inclusion and tolerance. She thanked everyone for coming and looks forward to seeing them next time. Happy Thanksgiving.

Councilwoman Rayford said it is the festive season and unfortunately these families in the City of Newburgh are going through "it" again. She thanked Regina for all of the years that she has beautified our City and looks forward to seeing a Christmas tree instead of a Tombstone. Crime Victims is here to help us all. They are located at 121 Broadway and can be reached for counseling and other services at (845)568-5006. If the students who are friends of these families need someone to talk to also they are there to help. Omani Free was her little Cousin who participated in everything and her family is struggling to pay the funeral expenses. A Go Fund Me account has been started so the family will not have to suffer again. We love our city and we have to fight for what is right. She told her fellow Council members to be encouraged to stand together in these dire times that we are facing. She thanked Mayor Kennedy for standing where she is and for her service even though she is recovering and healing. She thanked the Clergy too because we need their prayers and we have to unify. She thanked everyone for coming out tonight and wished

them a happy holiday.

Mayor Kennedy echoed the attitude that we have to focus on what is good. There is a lot that is good here and more coming with good ideas and ways to push this City forward. She thanked the Council for continuing to find ways to push this City forward and keep our highest good in mind. She thanked all of the City departments for working with reduced staff and demands. Parks and Recreation has pushed our youth program forward and we are selling properties through Planning & Development. She told DPW that it is wonderful to drive on some of these streets as we begin to see the little progresses here and there and celebrate them as we push forward. In the midst of having no money and other things, inch by inch we are making progress and we have to be grateful for that. She is grateful to the Police Department that has changed since she first started and to Chief Cameron as she appreciates his leadership and what he is doing. In regard to the young women who lost their lives, it is very difficult for her to think about their families. One day they went to a Party and just didn't come home. How do you even begin to deal with that? Her Prayers go out to those families as well as others who lost family members before them. As we push for cameras and improvements in this City, one of the reasons the person who did this atrocious crime got caught was because someone shared information so please continue to do that. She thanked Chaplain Jesse Howard who has volunteered to find the Chaplains, Ministers, Reverends and Pastors to say a Prayer for this City at each meeting we have. She noted that she is very supportive of affordable housing and in this City we have about ten thousand units of housing with single unit dwellings as well as apartments. About twenty one hundred of those units are subsidized affordable housing so about twenty percent of our housing in this City right now is under the affordable housing umbrella so we have done our share. She wants people to understand that this Council and this Government has supported this. In regard to Broadway with the planters and the green space, she doesn't know if we have the answer yet but what she does know is that Broadway is not safe. People go too fast turning in front of you and making U-turns so something has to change. She would like to see jersey barriers placed in the center of Broadway from top to bottom so nobody could cross except at crossing points. This would stop a lot of the craziness. She said that she appreciated all of the comments made tonight.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:45 P.M.

LORENE VITEK
CITY CLERK

TABLED

RESOLUTION NO.: 290 - 2016

OF

NOVEMBER 14, 2016

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

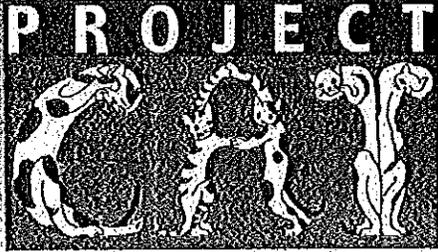
WHEREAS, the City of Newburgh has received complaints regarding feral and free-roaming cats on Van Cleft Avenue; and

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

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

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

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

MAIL: 577 Cornhill St. Accord, NY 12401 SHELTER: High Falls Accord Please call for an appointment		Feline Community Assistance Rescue and Adoptions Behavioral Consulting www.projectcat.org info@projectcat.org Ph/fax: 845-687-4983
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Project Cat is a nonprofit tax-deductible organization

Funding Proposal to the City of Newburgh

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

8 February 2016

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

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

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

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

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

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

Funding Proposal to the City of Newburgh (page 2)

Plan of Action:

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

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

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

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

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

Domestic cats are a controversial and world-wide issue

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

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

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

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

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

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

Funding Proposal to the City of Newburg (page 4)

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

New York State TNR Bill vetoed by Governor Cuomo

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

The following is the veto from Governor Cuomo:

VETO MESSAGE - No. 203

TO THE ASSEMBLY:

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

Assembly Bill Number 2778, entitled:

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

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

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

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

Funding Proposal to the City of Newburg (page 4)

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

Funding Proposal to the City of Newburg (page 5)

Additional sources of information

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

I have included the following as PDF attachments:

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

Zoonotic Disease Associated With Free-roaming Cats Gerhold2013.pdf

Impacts Of Free-Ranging Domestic Cats.pdf

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

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

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

<http://tnrrealitycheck.com/>

RESOLUTION NO.: 291 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

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

******* PROPOSAL *******
*** SCOPE OF SERVICES ***

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

October 21, 2016

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

Dear Mr. Morris:

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

WORK STATEMENT AND RATES

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

Figure 1:



EQUIPMENT SPECIFICATIONS

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

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

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

ASSUMPTIONS

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

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

SCHEDULE AND PAYMENTS

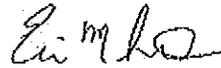
Work for this effort can begin after receipt of authorization from the City. SAMC, working in close coordination with the City, will develop a mutually agreed upon projected schedule for timely field survey events.

INVOICING

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

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

Respectfully submitted by,



Eric M. Steele, President

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

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

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

Signed: _____ Date: _____

Printed Name: _____.

RESOLUTION NO.: 292 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

Securitas Security Services Region Award and NYS Pricing Summary

Regions Awarded

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

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

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

Region Detail

Counties included in each region are below.

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

Contract Pricing

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

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

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

Level 2 Pay Rate

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

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

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

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

Daily Vehicle Cost Per Vehicle

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

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

Volume Discounts

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

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



Local Company Office Information

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

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

Client Service Address

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

Client Billing and Notification Address

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

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

[X] On-Site Guarding (HPW: 80) [] Remote Guarding [] Mobile Guarding (Patrol) [] Mobile Guarding (Alarm Response)

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

City Hall
83 Broadway
Newburgh, NY 12550

Municipal Bldg
123 Grand Street
Newburgh, NY 12550

Duties as defined in post orders which are predominantly access control

Hourly bill rate is \$21.95 Holiday bill rate is \$32.02

Service Fee (billed bi-weekly): \$

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

Security Contract Comparison
PEC vs Securitas

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

Change

Current PEC Security Amount per Hour \$ 21.95
OGS Securitas Contract through 7/23/17 \$ 22.59 2.92%

Vendor Mark up % 20.08%

Vendor Mark up % 23.60%

of Guards 2.00

of Guards 2.00

Average Total # of Hours per week 40.00

Average Total # of Hours per week 40.00

Rate Per Week \$ 1,756.00

Rate Per Week \$ 1,807.20 2.92%

Cost Per Year \$ 91,312.00

Cost Per Year \$ 93,974.40 2.92%

Guards, Watchmen

JOB DESCRIPTION Guards, Watchmen

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan

WAGES

Per hour: (

IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the employees in the locality. In no event shall the nineteen of this chapter, or, in a city with a law specified in such local law.

SUPPLEMENTAL BENEFITS

Per hour worked:

OVERTIME PAY

See (B, B2) on OVERTIME PAGE

van, Ulster, Westchester

07/01/2016

\$ 16.53

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

\$ 1.75

10-NYS/R&S

08/01/2016

DISTRICT 10

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

RESOLUTION NO.: 293 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

RESOLUTION NO.: ²⁹⁴ _____-2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

**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 101 Liberty Street, Section 36, Block 4, Lot 15, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated July 25, 1996, from the CITY OF NEWBURGH to DWELLING GROUP, INC., recorded in the Orange County Clerk's Office on July 25, 1996, in Liber 4420 of Deeds at Page 119 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2016

THE CITY OF NEWBURGH

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

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

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

RECORD & RETURN TO:

RESOLUTION NO.: 295 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

Terms and Conditions Sale
113 Washington Street, City of Newburgh (39-3-8)
115 Washington Street, City of Newburgh (39-3-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to obtain a building permit for the redevelopment of the property and obtain a Certificate of Occupancy for all buildings constructed on the property within thirty-six (36) months of the date of the deed. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the thirty-six (36) month period. If the purchaser has not complied with the deed provisions regarding redevelopment of the property and obtained a Certificate of Occupancy by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy is issued, except for the purpose of obtaining financing for the development of the redevelopment project to a not-for-profit housing development fund corporation with beneficial interest to a limited liability company or limited partnership. A written request made to the City Manager for an extension of the thirty-six (36) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 31, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein an officer of the purchaser is an officer or purchaser is a managing member or shareholder of said entity or as one of the entity types described in paragraph no. 5 of these Terms of Sale. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of

Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 296 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

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

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

which mortgage has not been further assigned of record.

Dated: November _____, 2016

CITY OF NEWBURGH

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

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

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

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 297 - 2016

OF

NOVEMBER 14, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 19 Spring Street, being more accurately described as Section 39, Block 5, Lot 7 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before February 13, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
19 Spring Street	39 - 5 - 7	Joseph Fratesi d/b/a Northern Highlife LLC	\$5,700.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
8. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and

shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 298 - 2016

OF

NOVEMBER 14, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 241 Washington Street, being more accurately described as Section 38, Block 2, Lot 12 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 13, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
241 Washington Street	38 - 2 - 12	NHS Pennsylvania	\$1,600.00

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

Terms and Conditions Sale

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

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2016-2017, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2016-2017, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation and apportionment of the City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
8. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before February 13, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and

shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
14. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
15. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 299 - 2016

OF

NOVEMBER 14, 2016

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

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

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

WHEREAS, the City of Newburgh desires to sell 92 Overlook Place, being more accurately described as Section 45, Block 8, Lot 24 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 13, 2017, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
92 Overlook Place	45 - 8 - 24	Kurt Schreiber	\$45,560.00

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

Terms and Conditions Sale
92 Overlook Place, City of Newburgh (45-8-24)

STANDARD TERMS:

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

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

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

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

RESOLUTION NO.: 300 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Transportation Alternatives Program Grant in the amount of \$463,000.00 from the New York State Department of Transportation requiring a twenty (20%) percent City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the project funded thereby.



Department of Transportation

2016 TAP/CMAQ Application General Instructions

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

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

Application Information Requirements

Information necessary to complete the Application includes:

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

Completing the Application

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

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

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

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

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

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

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

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

PART B: PROJECT INFORMATION

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

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

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

City of Newburgh

Facility Name (if applicable):

Liberty Street

Facility Address (if applicable):

120 Block of Liberty Street

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

From:

Broadway

To:

Ann Street

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

Latitude:

41.499626

Longitude:

-74.010808

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

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

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

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

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

Anticipated Project Implementation Jan 2, 2017

Anticipated Project Completion Dec 15, 2017

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

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

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

The GPI plan features the following details:

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

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

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

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

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

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

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

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

PART C: PROJECT ESTIMATE AND FUNDING SOURCES

*A Detailed Project Estimate is required as Attachment C.

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

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

1. Total Project Cost:

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

3. Total Remainder to be Funded:

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

5. Amount of Other Funds Required:

6. Describe the source of "Other Funds"

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

PART D: PROJECT COMPONENTS

* Indicate the current project status:

*RIGHT-OF-WAY

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

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

Describe any other ROW needs or requirements:

*STATUS OF ENVIRONMENTAL REVIEWS:

State Environmental Quality Review Act (SEQR):

Explain:

National Environmental Policy Act (NEPA):

Explain:

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

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

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

- Attach Project Schedule as Attachment E**
- Attach supporting documents (plans, drawings, survey or other) as Attachment F**
- Attach any other relevant documents. Label those Attachments alphabetically, beginning with Attachment G**

PART E: CONTACT INFORMATION

*** SPONSOR Entity Name:**

City of Newburgh

***Address: 1** 83 Broadway

Address 2:

***City:** Newburgh

***State:** NY

***Zip Code:** 12550

***Phone #:** (845) 569-9400

Fax Number:

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

***SPONSOR Contact Information:**

Salutation:

***First Name:** Alexandra

***Last Name:** Church

***Title:** City Planner

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

PART F: FINALIZE AND SUBMIT APPLICATION

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

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

SAVE FORM

ATTACHMENTS (AS APPLICABLE):

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

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

A large, empty rectangular box with a thin black border, occupying the lower two-thirds of the page. It is intended for providing optional information as indicated by the text above it.

***CERTIFICATION:**

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

***ATTESTATION:**

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

DIGITAL SIGNATURE INFORMATION:

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

***Sponsor Signature:**

Save a Copy of this Application

Print Completed Application for Your
Records

Submit TAP/CMAQ APPLICATION to NYSDOT
(TAP-CMAQ@dot.ny.gov)
Application Form and supporting documents must be received by
October 21, 2016
Materials received after the application deadline will not be considered.

RESOLUTION NO.: 301 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

RESOLUTION NO.: 302 - 2016

OF

NOVEMBER 14, 2016

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

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

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

WHEREAS, the grant requires no City match; and

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

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

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



THE SENATE
STATE OF NEW YORK

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

PLEASE RESPOND TO
□ ROOM 702 CAPITOL
ALBANY, NY 12247
(518) 455-2770

□ 1093 LITTLE BRITAIN ROAD
NEW WINDSOR, NY 12553
(845) 567-1270

E-MAIL ADDRESS
LARKIN@NYSenate.GOV

WEB ADDRESS
LARKIN.NYSenate.GOV

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

October 13, 2016

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

Dear Captain Pullar *Paul*

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

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

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

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

Sincerely,

Bill
William J. Larkin, Jr.
Senator

Enclosures: (2)

State & Municipal Facilities Capital Program (SAM)

Eligibility Criteria

(Revised April 1, 2015)

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

ELIGIBLE GRANTEES -- must be one of the following:

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

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

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

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

RESOLUTION NO.: ³⁰³ _____ - 2016

OF

NOVEMBER 14, 2016

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

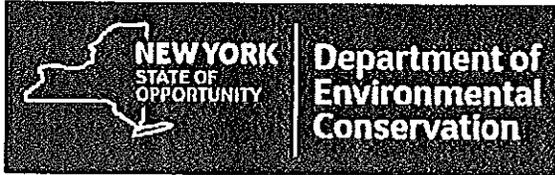
WHEREAS, the New York State Department of Environmental Conservation has funding available in FY 2016/2017 to assist New York State municipalities with the unanticipated costs of collecting and recycling eligible electronic wastes; and

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

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

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

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



Household Hazardous Waste State Assistance Program

Application Supplement – Electronic Waste Assistance Grants

(revised Sept. 2016)

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

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

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

Covered e-waste Collection Information:

"Pounds collected" is the weight of covered electronic waste collected during each calendar quarter listed. Note that weight information is required for January–March 2016 as justification for the estimated time periods, but this is not subject to grant reimbursement.

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

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

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

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

Additional Information:

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

 YES

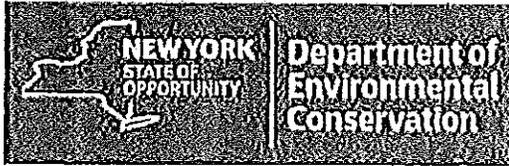
 NO (please explain below)

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

HHW APPLICATION STATUS: Place a mark (X) in the box that applies	
	This E-Waste Grant Application Supplement is a component of a HHW State assistance program grant application.
X	Applicant does not conduct HHW collection. This is a stand-alone application. If so, additional documents will be requested if this grant request is approved, including MWBE plan, insurance documents and Vendor Responsibility Questionnaire.

Project Manager			
This person should be someone with specific knowledge about the e-waste program			
Name:	MIMI NACLERIO		
Title:	SECRETARY TO SUPERINTENDENT		
Address: City, Zip:	88 PIERCES ROAD, NEWBURGH, NY 12550		
Email:	<u>MNACLERIO@CITYOFNEWBURGH-NY.GOV</u>	Phone:	845-569-7461

DEPARTMENT OF ENVIRONMENTAL CONSERVATION USE ONLY			
Project No.		Date Received	



Household Hazardous Waste State Assistance Program

Application Supplement - Electronic Waste Assistance Grants

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

INSTRUCTIONS FOR APPLICANTS: (please read carefully)

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

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

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

Amount of Funding Available: \$3 million

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

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

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

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

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

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

For More Information:

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

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

Email: RecyclingGrants@dec.ny.gov



Department of
Environmental
Conservation

Grants for Municipal E-Waste Assistance

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

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

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

Frequently Asked Questions

Eligibility

Who is eligible?

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

What expenses will be eligible for funding?

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

What is covered e-waste?

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

What types of e-waste collection activities are eligible?

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

What e-waste costs are not eligible for funding?

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

Funding

What is the funding source?

Environmental Protection Fund (Fiscal Year 2016-17 appropriation)

What is the total amount of funding available?

\$3 million

What is the funding period?

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

What is the extent of reimbursement?

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

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

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

What if my municipality charges for accepting e-waste?

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

Application

How can my municipality apply?

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

What is the application acceptance period?

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

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

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

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

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

What other documentation is required along with the application?

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

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

What is the mechanism of disbursement?

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

More Questions?

For grants questions, call: 518-402-8678

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

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

RESOLUTION NO.: 304 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

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

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

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

DATED: _____

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

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

1. APPOINTMENT OF AGENT

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

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

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

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

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

4. TERM AND TERMINATION

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

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

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

Name: RICK MILTON

Title:

Date: _____

Name: MICHAEL G. CIARIAVINO

Title: City Manager

Date: _____

Pursuant to Resolution No.:

SCHEDULE "A"

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

Revised 11/04/2016

The City of Newburgh Office of the Corporation Counsel

City Hall - 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Timothy W. Kramer
Assistant Corporation Counsel

February 11, 2016

VIA HAND-DELIVERY

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

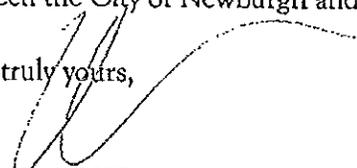
Re: City of Newburgh with MESH Realty Group, Inc.
Resolution No.: 23-2016

Dear Mr. Milton:

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

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

Very truly yours,


MICHELLE KELSON
Corporation Counsel

MK/dt
Enclosure

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

RESOLUTION NO.: 23 - 2016

OF

JANUARY 25, 2016

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

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

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

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

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

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

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

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

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

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

Witness my hand and seal of the City of
Newburgh this 25th day of Jan 2016.

Lorene Vitek
City Clerk

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

DATED: 2/8/16

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

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

1. APPOINTMENT OF AGENT

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

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

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

3. TERM AND TERMINATION

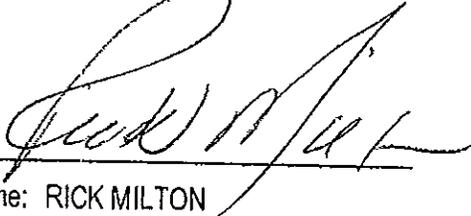
The term of this agreement shall commence on the 1st day of January, 2016 and shall end on the 31st day of December, 2016, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

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

Accepted by:

MESH REALTY GROUP, INC.

CITY OF NEWBURGH, NY

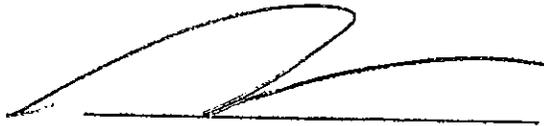


Name: RICK MILTON

Title:

Date:

2/2/16



Name: MICHAEL G. CIARRAVINO

CIARRAVINO

Title: City Manager

Date:

2/8/16

Pursuant to Resolution No.: 23-2016

SCHEDULE "A"

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

Revised 01/14/2016

MESH REALTY GROUP, INC.

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

MANAGEMENT AGREEMENT

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

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

1. APPOINTMENT OF AGENT

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

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

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



3. ACCOUNTING AND ACCOUNTS

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

4. COMPENSATION OF AGENT

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

5. PAYMENTS TO OWNER

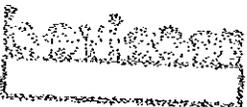
Agent shall remit to owner at intervals of not more than 6 months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes,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

6. INSURANCE

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

7. REIMBURSEMENT OF AGENT

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



8. TERM AND TERMINATION

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

9. NOTICE

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

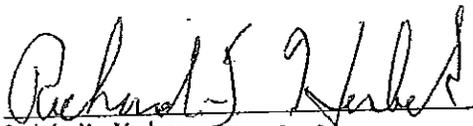
And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

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

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

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

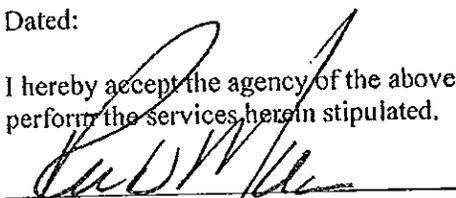
This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

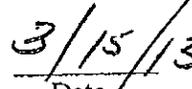

Richard F. Herbek
City Manager


Date

Dated:

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


Rick Milton
Mesh Realty Group, Inc.


Date

SCHEDULE "A"

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

RESOLUTION NO.: 305 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

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

Vickiana Demora
202 Fullerton Avenue
Newburgh, NY 12550

Lorene Vitek
8 Continental Drive
New Windsor, NY 12553

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

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

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

RESOLUTION NO.: __306__-2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

RESOLUTION NO.: 307 - 2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

RESOLUTION NO.: 308-2016

OF

NOVEMBER 14, 2016

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

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

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

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

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

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

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In the Matter of the Application of

Hon. Catherine M. Bartlett, AJSC

C & G PROPERTIES OF NEWBURGH , INC.,

CONSENT JUDGMENT

Petitioner,

Index No.:006016 - 2015

Index No.: 005115- 2016

- against -

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

Respondents.

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

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

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

Tax Map No. 43-1-44.2

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

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

Tax Map No. 43-1-44.2

be dismissed; and it is further

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

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

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

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

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

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

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

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

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

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

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

Hon. Joanne Majewski, IAO
Assessor
Dated:

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