City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
March 10, 2016
6:00 PM

Work Session Presentations

1. Eagle Scouts Clean Up Project at Crystal Lake
   Russel Marwin and Eagle Scout, Max Marwin.

   Proyecto de limpieza de los Eagle Scouts en el Lago Crystal. Russel Marwin y Eagle Scout, Max Marwin.

   Council Request for Action

2. A Presentation by A+ Technologies regarding Security
   (John Aber & Chief Dan Cameron)

   Council Request for Action

Finance/Finanza

3. Resolution to Renew Life Insurance
   A Resolution Authorizing the City Manager to enter into a Contract with Prudential Insurance Company to Provide Life Insurance Coverage for employees Covered for a Two Year Renewal Period. (John Aber)

   Una Resolución que autoriza al Gerente de la Ciudad a entrar en un contrato con la Compañía de Seguros Prudential para Proporcionar Cobertura de Seguro de Vida para empleados cubiertos por un periodo de renovación de dos años. (John Aber)

   Council Request for Action

4. Resolution to Apply for a Grant under the Municipal Facilities program
   A Resolution Authorizing the City Manager to Accept State and Municipal Facilities Program Funding from Assemblyman Frank Skartados in the amount of $500,000.00 to be Utilized by the City of Newburgh to Purchase 4 vehicles for the Police Department and 2 Dump Trucks for the Department of Public

Works. (John Aber)

Una Resolución que autoriza al Gerente de la Ciudad a aceptar fondos del Programa de Instalaciones Estatal y Municipal del Asambleísta Frank Skartados en la cantidad de $500,000.00 para ser Utilizados por la Ciudad de Newburgh para la Compra de 4 Vehículos para el Departamento de Policía y 2 Camiones de Carga para el Departamento de Obras Públicas. (John Aber)

Council Request for Action

Water Department/ Departamento de Aqueductos

5. Modify Personnel Analysis Book to delete Automotive Mechanic Postion in DPW to Water Maintenance Mechanic Position in Water Department

   A Resolution amending the 2016 Personnel Analysis Book to delete the Automotive Mechanic position in the Department of Public Works - Garage and to create a new Water Maintenance Mechanic position in the Water Department - Distribution. (George Garrison & Wayne Vradenburgh)

   Council Request for Action

Planning and Economic Development/Planificación y Desarrollo Económico

6. Transfer of funds from the Contingency Fund to fund completion of the LWRP under the supervision of the Conservation Advisory Council

   Resolution Amending Resolution No.: 300-2015, The 2016 Budget for the City of Newburgh, New York to Transfer $35,000 from General Fund Contingency to Planning and Development – Other Services to Complete the Local Waterfront Revitalization Plan. (Deirdre Glenn)

   Una resolución enmendando Resolución No.: 300-215, el presupuesto de la Ciudad de Newburgh, Nueva York para transferir $35,000 del Fondo General de Contingencia a Planificación y Desarrollo – Otros servicios para Completar el Plan de Revitalización de la Costa Local. (Deirdre Glenn)

   Council Request for Action

7. Contract with Mountain Valley Guides

   A Resolution Authorizing the City Manager to Execute a License Agreement with Mountain Valley Guides LLC for Access to and the Use of the Washington

Street Boat Launch and Unico Park to Provide Kayak Rentals and Tours. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y la utilización del embarcadero en la calle Washington y el parque Unico para ofrecer alquiler de kayak y excursión. (Deirdre Glenn)

Council Request for Action

8. 2016 CDBG Budget Approval

A Resolution Approving the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2016. (Deirdre Glenn)

Una Resolución Aprobando la Consolidación de Viviendas de la Ciudad de Newburgh y la Estrategia de Desarrollo Comunitario y Plan de Acción para el Año Fiscal 2016. (Deirdre Glenn)

Council Request for Action

9. 100 Courtney Ave and 92 Overlook Place Res Authorizing Extension to Close

A Resolution Authorizing the Extension of Time to Close Title on the Properties Located at 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) Sold at Private Sale to Michael T. Brown. (Michelle Kelson)

Una resolución que autoriza la prórroga del plazo para cerrar el Título sobre las Propiedades Localizadas en la 100 de la Avenida Courtney (Sección 48, Bloque 1, Lote 27) y la 92 de Overlook Place (Sección 45, Bloque 8, Lote 24) vendidos en una venta privada a Michael T. Brown. (Michelle Kelson)

Council Request for Action

10. Purchase of 155 Lander Street

A Resolution to Authorized the Conveyance of Real Property known as 155 Lander Street (Section 18, Block 4, Lot 45) at Private Sale to Robert and Erika Urie for the Amount of $3,870.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocida como la 155 de la Calle Lander (Sección 18, Bloque 4, Lote 45) en una

Venta Privada a Robert y Erika Urie por la Cantidad de $3,870.00. (Deirdre Glenn)

Council Request for Action

11. Purchase of 326, 328 & 330 Liberty Street

A Resolution to Authorize the Conveyance of Real Property known as 326 Liberty Street (Section 12, Block 1, Lot 14), 328 Liberty Street (Section 12, Block 1, Lot 15) and 330 Liberty Street (Section 12, Block 1, Lot 16) at Private Sale to Thomas Burwell Dodd D/B/A Riprap LLC for the Amount of $10,040.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocido como la 326 de la Calle Liberty (Sección 12, Bloque 1, Lote 14), la 328 de la Calle Liberty (Sección 12, Bloque 1, Lote 15), y la 330 de la Calle Liberty (Sección 12, Bloque 1, Lote 16), en una Venta Privada a Thomas Burwell Dodd D/B/A Riprap LLC por la Cantidad de $10,040.00. (Deirdre Glenn)

Council Request for Action

12. Purchase of 378 Liberty Street

A Resolution to Authorize the Conveyance of Real Property known as 378 Liberty Street (Section 10, Block 1, Lot 35) at Private Sale to Thomas Burwell Dodd d/b/a Riprap LLC for the Amount of $8,625.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocido como la 378 de la Calle Liberty (Sección 10, Bloque 1, Lote 35), en una Venta Privada a Thomas Burwell Dodd D/B/A Riprap LLC por la Cantidad de $8,625.00. (Deirdre Glenn)

Council Request for Action

13. Purchase of 285 Grand St, 285 Grand St Rear & 283 Grand St Rear

A Resolution to Authorize the Conveyance of Real Property known as 285 Grand Street (Section 10, Block 1, Lot 10), 285 Grand Street Rear (Section 10, Block 1, Lot 11) and 283 Grand Street Rear (Section 10, Block 1, Lot 13) at Private Sale to Michael Lebron d/b/a Dwellstead for the amount of $3,000.00. (Deirdre Glenn)

Una Resolución para Autorizar el Traspaso de Bienes Raíces conocido como la 285 de la Calle Grand (Sección 10, Bloque 1, Lote 10), la 285 de la Calle Grand parte de atrás (Sección 10, Bloque 1, Lote 11), y la 283 de la Calle Grand parte de atrás (Sección 10, Bloque 1, Lote 13), en una Venta Privada a Michael Lebron d/b/a Dwelsstead por la Cantidad de $3,000.00.

(Deirdre Glenn)

Council Request for Action

Grants/Contracts/Agreements / Becas /Contratos/Convenios

14. SAFER Grant Renewal

A Resolution Authorizing the City Manager to Apply for and to Accept if Awarded a Grant in an Amount not to Exceed Two Million Three Hundred Thousand ($2,300,000.00) Dollars from The Department of Homeland Security under the Staffing For Adequate Fire and Emergency Response Program ("SAFER") to Provide Funding to Retain Twelve (12) Firefighters in the City of Newburgh Fire Department with No City Match Required. (Acting Chief Ahlers & John Aber)

Una Resolución que autoriza al Gerente de la Ciudad a Solicitar y Aceptar si es Otorgada una Beca por una Cantidad que no Exceda Dos Millones Trescientos Mil Dólares del Departamento de Seguridad Nacional bajo el programa de Personal Adecuado para Responder en Caso de Incendios y Emergencias ("SAFER") para Proporcionar Fondos para Retener a doce (12) Bomberos en el Departamento de Bomberos de la Ciudad de Newburgh el cual no requiere que la Ciudad iguale los fondos. (Acting Chief Ahlers & John Aber)

Council Request for Action

15. Newburgh Illuminated Resolution for 2016

A Resolution to Continue Sponsorship of the Newburgh Illuminated Festival. (Councilwoman Karen Mejia)

Una Resolución para Continuar con el Patrocinio del Festival Newburgh Iluminada. (Councilwoman Karen Mejia)

Council Request for Action

16. Resolution accepting donations for Memorial day etc 2016

A Resolution Authorizing the City Manager to Accept Donations in Support of the City of Newburgh's Annual Memorial Day and Fourth of July Observances, National Night Out, The Annual International Festival and the Halloween Event for 2016. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo a las Celebraciones anuales de la Ciudad de Newburgh por el Día de Conmemoración a los Caídos en Guerra y las celebraciones del 4 de julio, La Noche Nacional Fuera, el Festival Internacional Anual y el

evento de Halloween para el 2016. (Michelle Kelson)

Council Request for Action

17. Resoulution authorizing various entertainment contracts for 2016 events

A Resolution Authorizing the City Manager to enter into Agreements with Various Parties to Proving Performing Artists and Related Services in Connection with the City of Newburgh's Annual Memorial Day and Fourth of July Observances, National Night Out, The Annual International Festival and the Halloween Event for 2016. (Michelle Kelson)

Una Resolución que autorice al Gerente de la Ciudad, a concertar acuerdos con diversas partes sobre artistas intérpretes y servicios relacionados en conexión con las Celebraciones Anuales de la Ciudad de Newburgh por el Día de Conmemoración a los Caídos en Guerra y las celebraciones del 4 de Julio, La Noche Nacional Afuera, el Festival Internacional Anual y el evento de Halloween para el 2016. (Michelle Kelson)

Council Request for Action

18. CH Pole & Wiring Purchase -- Ellis Avenue

A Resolution Authorizing the Sale of Utility Poles and Attached Equipment and the Granting of an Easement on Property Known as 75 Temple Avenue (Section 42, Block 1, Lot 8), 205-215 Ellis Avenue (Section 50, Block 1, Lot 5.1) and ES Temple Avenue (Section 50, Block 1, Lot 5.2) to Central Hudson Electric And Gas Corp. for the Amount of $42,297.80. (Michelle Kelson)

Una Resolución que Autoriza la Venta de Postes de Utilidad y del Equipo Conectado y el Otorgamiento de Acceso sobre las propiedades conocidas como la 75 de la Avenida Temple (Sección 42, Bloque 1, Lote 8), la 205-215 de la Avenida Ellis (Sección 50, Bloque 1, Lote 5.1) y la ES Avenida Temple (Sección 50, Bloque 1, Lote 5.2) a la Corporación de Gas y Electricidad de Central Hudson por la Cantidad de $42,297.80. (Michelle Kelson)

Council Request for Action

Police Department

19. Stop DWI contract

A Resolution Authorizing the City Manager or the Police Chief as Manager's Designee to Execute and Inter-Municipal Agreement with the County of Orange Confirming City of Newburgh Participation in the STOP-DWI Program for the Enforcement Period of March 14, 2016 to January 1, 2017 and to Accept an Award not to Exceed $2,614.00 Covering 60 Person-Hours for the First Enforcement Period of 2016 (March14, 2016 – May 31, 2016) (Chief Dan Cameron)

Una Resolución que autoriza al Gerente de la Ciudad o al Jefe de Policías Designado por el Gerente para ejecutar un acuerdo Inter-Municipal con el Condado de Orange Confirmando la Participación de la Ciudad de Newburgh en el Programa STOP-DWI por el periodo de ejecución del 14 de Marzo del 2016 hasta el 1 de Enero del 2017 y para aceptar una otorgación que no exceda $2,614.00 Cubriendo 60 Horas de Persona por el primer periodo de ejecución del 2016 (14 de Marzo del 2016 – 31 de Mayo del 2016) (Chief Dan Cameron)

Council Request for Action

Fire Department / Departemento de Bomberos

20. Mutual Aid Agreement with West Point FD

A Resolution Authorizing the City Manager to enter into a Mutual Aid Agreement with the Directorate of Emergency Services, West Point, New York for Fire, Hazardous Materials, Technical Rescue Response and Event Stand-by Services. (Acting Chief Terry Ahlers)

Una Resolución que autorice el Gerente de la Ciudad, a entrar en un Acuerdo de Ayuda Mutua con la Oficina de Dirección de los Servicios de Emergencia, West Point, Nueva York para Incendios, Materiales Peligrosos, Rescate y Respuesta Técnicas y Servicios de Eventos Stand-by. (Acting Chief Terry Ahlers)

Council Request for Action

Discussion Items/Temas de Discusión

21. 104 South Lander Street

Convert 104 S. Lander Street (both floors) into a satellite police office and office for our Auxiliary Police. (City Council)

Convertir la 104 de la Calle S. Lander (ambos pisos) en una oficina policial satelital y oficina para nuestra policía Auxiliar. (City Council)

Council Request for Action

22. Modification of PS Budget Book - Police Department

Modification of PS Budget Book- A proposal to add two temporary police officer lines to the budget to begin the Police Academy in March. The two temporary lines are needed to cover two police officers scheduled to retire during 2016. Putting the cadets in the academy now, will ensure the Police have the proper patrol strength. (Chief Dan Cameron)

Modificación del libro de Presupuestos PS - Una propuesta para añadir dos líneas de policías temporales al presupuesto para comenzar la Academia de Policía en Marzo. Las dos líneas temporales son necesarias para cubrir a dos policías programados a retirarse durante el 2016. Poner a los cadetes en la academia ahora, garantizará que la policía tendrá la debida fortaleza de patrulla. (Chief Daniel Cameron)

Council Request for Action

23. Contingency transfer $12,000 to purchase additional storage space to hold video clips from Police Body Cameras

Contingency Transfer – A proposal to transfer $12k from contingency to purchase additional storage space to hold the video clips from the Police Body Cameras. (Chief Daniel Cameron)

Transferencia de Contingencia - Una propuesta para transferir $12,000 de contingencia para adquirir espacio de almacenamiento adicional para almacenar los clips de vídeo de las Cámaras de Cuerpo de los Policías. (Chief Daniel Cameron)

Council Request for Action

24. Agreement of Lease with Memorare Realty Holding Corp. Section 31, Block 5, Lots 13.2 and 14

(Michelle Kelson)

Council Request for Action

25. An Ordinance Amending Chapter 163 Entitled "Fees" of the Code of the City of Newburgh to Add Fees for Filming

(Deirdre Glenn)

Una ordenanza que enmienda el capítulo 163 titulado "Honorarios" del

código de la ciudad de Newburgh que agrega honorarios para filmación. (Deirdre Glenn)

Council Request for Action

26. Communication Plan
    Plan de Comunicación

    Council Request for Action

27. Police Community Relations Summit Update
    (Mayor Kennedy)

    Actualización de la Cumbre de Relaciones Comunitarias de la Policía. (Mayor Kennedy)

    Council Request for Action

28. Earth Day Clean Up Ward 3 & 4
    (Councilwoman Holmes)

    Limpieza por el Dia de la Tierra Distrito 3 y 4 (Consejal Holmes)

    Council Request for Action

Executive Session/ Sesión Ejecutiva

29. Pending Litigation
    Litigación Pendiente

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRUDENTIAL INSURANCE COMPANY TO PROVIDE LIFE INSURANCE COVERAGE FOR EMPLOYEES CURRENTLY COVERED FOR A TWO YEAR PERIOD RENEWAL PERIOD

WHEREAS, the City of Newburgh provides life insurance coverage to its non-bargaining unit employees and sworn police officers; and

WHEREAS, by Resolution No. 68-2008 of April 28, 2008, the City Council determined to consolidate life insurance coverage with one company and authorized the City Manager to enter into a contract with Prudential Insurance Company to provide coverage to those City employees as required by collective bargaining agreement and/or resolution; and

WHEREAS, Prudential Insurance Company has provided the City with contract for the renewal period beginning June 1, 2016 and ending May 31, 2018 with no increase in premium cost; and

WHEREAS, it is in the best interests of the City of Newburgh to enter into an agreement for the renewal period with Prudential Insurance Company to provide such coverage and appropriate and necessary related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to enter into a contract with Prudential Insurance Company to provide life insurance coverage for the renewal period beginning June 1, 2016 and ending May 31, 2018 with no increase in premium cost.

John R. Muckstadt, CLU, ChFC
Regional Sales Manager
Group Insurance

The Prudential Insurance Company of America
800 Boylston Street, 14th Floor
Boston , MA 02199
Phone: 617-587-5976
Fax: 617-587-5998
Email: john.muckstadt@prudential.com

February 26, 2016

Mr. David Melby
Rose & Kiernan Inc.
PO Box 640
99 Troy Road
East Greenbush, NY 12061

RE: Renewal Coverage: Basic Life, Basic AD&D, Dependent Life, Optional Life
Control Number: 52887
Policyholder Name: City of Newburgh

Dear David,

On behalf of Prudential, I would like to thank you for the opportunity to provide coverage over the recent policy period to our mutual customer. As is customary this time of year, we have reviewed the rating and plan design for the City of Newburgh programs with Prudential.

The renewal evaluation has been completed and effective 06/01/2016, the following renewal rates will apply.

Coverage:	**Current Rate:**	**Renewal Rate:**	**Action:**
Basic Life	$0.129 Per $1000 Vol	$0.129 Per $1000 Vol	0%

Coverage:	**Current Rate:**	**Renewal Rate:**	**Action:**
Basic AD&D	$0.03 Per $1000 Vol	$0.03 Per $1000 Vol	0%

Coverage:	**Current Rate:**	**Renewal Rate:**	**Action:**
Opt. Dep. Life	Continue	Continue	0%

Coverage:	**Current Rate:**	**Renewal Rate:**	**Action:**
Optional Life	Continue	Continue	0%

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Basic Life Renewal

A census was used in our evaluation of the 06/01/2016 Basic Life renewal. Based on the current inforce rate to new manual rate relationship, it has been determined that the basic life rate will continue at 0.129 per $1,000, as of the renewal effective date. A 24 month rate guarantee will apply through 06/01/2018, subject to the terms and conditions of your group insurance contract.

We appreciate the opportunity to provide Group Life coverage to the City of Newburgh and we look forward to continuing to work with you to meet our client's benefit needs.

Please review the attached "Notice Regarding Producer Compensation" and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents

Please feel free to contact me with any questions you may have regarding the renewal. For any service related questions, please contact Kathleen McKeon, your Account Consultant,at 617-587-5997.

Sincerely,

John Muckstadt

Regional Sales Manager

cc: Client Operations Service Center

Date Signature Title

NOTICE REGARDING PRODUCER COMPENSATION

External Producers

This section applies only if your producer is receiving commission and/or supplemental compensation.

External producers are individuals or entities who represent you, the client, in the solicitation, negotiation or effectuation of the sale of insurance as their producer or consultant of record. The specific functions of external producer's may vary but can include guidance through the proposal process and coordination of the client's data with one or more carriers. External producers are not Prudential employees and may have brokerage relationships with other insurance carriers. Please contact your producer for further information regarding their role during the proposal process and for information about any possible alternative quotes received from other insurance carriers.

Producers who place business with Prudential may be eligible to receive commissions and supplemental compensation unless you advise us otherwise.

Commissions are payable as a percentage of paid premiums or a fixed dollar amount for as long as the producer is recognized as the Producer of Record on your policy.

Under Prudential's Supplemental Commission Program (SCP), supplemental compensation ranges from 0% to 10% of group insurance premium on Critical Illness, Accident, and Voluntary AD&D products and 0% to 7% of group insurance premium on all other products. The actual percentage payable under Prudential's SCP is determined based on the aggregate annual premium due on eligible cases that your producer has inforce with Prudential. The cost of supplemental compensation is not charged directly to policies. As a result, your rates are unaffected whether or not your producer receives supplemental compensation. You or your producer can elect to opt out of Prudential's SCP.

More information about eligibility criteria and payment calculation under Prudential's SCP is available to clients on Prudential's website at www.prudential.com/scp. Questions regarding producer compensation may be e-mailed to grpins@prudential.com. Or, if you would like to speak with someone about producer compensation, contact your Prudential representative or call (888) 778-6639 from 8am to 5pm Eastern time.

Internal Producers
This section only applies if your contract is issued in the State of New York

Internal producers, including without limitation, sales representatives, account executives and other employees providing sales support, are individuals employed by The Prudential Insurance Company of America (Prudential) who are responsible for representing Prudential and our product portfolio during the proposal process. Prudential provides sales compensation to such internal producers when business is placed with our clients. Compensation varies based on the products placed, volume of premium and cases placed with Prudential but generally can be identified as production payments, goal based payments, profitability, and/or direct or indirect compensation related to high achievement. An internal producer may be entitled to one or all of these types of compensation. Prudential is providing this disclosure on behalf of any and all such internal producers employed by Prudential in connection with the sales activity described herein.

You may obtain information about expected producer compensation, including information about alternative quotes, if any, based in whole or part on the sale and additional information about the specific internal producers involved in this transaction. This additional information regarding internal producer compensation may be requested via e-mail by writing to GICompensation@prudential.com, or by calling 973-548-5100.

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Policyholder Name: City of Newburgh

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We appreciate the opportunity to provide Group Life coverage to the City of Newburgh and we look forward to continuing to work with you to meet our client's benefit needs.

Please review the attached "Notice Regarding Producer Compensation" and share it with your client. The client's payment of premium after the renewal date indicates that you and your client have received the notice and agree with its contents

Please feel free to contact me with any questions you may have regarding the renewal. For any service related questions, please contact Kathleen McKeon, your Account Consultant,at 617-587-5997.

Sincerely,

John Muckstadt

Regional Sales Manager

cc: Client Operations Service Center

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Producers who place business with Prudential may be eligible to receive commissions and supplemental compensation unless you advise us otherwise.

Commissions are payable as a percentage of paid premiums or a fixed dollar amount for as long as the producer is recognized as the Producer of Record on your policy.

Under Prudential's Supplemental Commission Program (SCP), supplemental compensation ranges from 0% to 10% of group insurance premium on Critical Illness, Accident, and Voluntary AD&D products and 0% to 7% of group insurance premium on all other products. The actual percentage payable under Prudential's SCP is determined based on the aggregate annual premium due on eligible cases that your producer has inforce with Prudential. The cost of supplemental compensation is not charged directly to policies. As a result, your rates are unaffected whether or not your producer receives supplemental compensation. You or your producer can elect to opt out of Prudential's SCP.

More information about eligibility criteria and payment calculation under Prudential's SCP is available to clients on Prudential's website at www.prudential.com/scp. Questions regarding producer compensation may be e-mailed to grpins@prudential.com. Or, if you would like to speak with someone about producer compensation, contact your Prudential representative or call (888) 778-6639 from 8am to 5pm Eastern time.

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Internal producers, including without limitation, sales representatives, account executives and other employees providing sales support, are individuals employed by The Prudential Insurance Company of America (Prudential) who are responsible for representing Prudential and our product portfolio during the proposal process. Prudential provides sales compensation to such internal producers when business is placed with our clients. Compensation varies based on the products placed, volume of premium and cases placed with Prudential but generally can be identified as production payments, goal based payments, profitability, and/or direct or indirect compensation related to high achievement. An internal producer may be entitled to one or all of these types of compensation. Prudential is providing this disclosure on behalf of any and all such internal producers employed by Prudential in connection with the sales activity described herein.

You may obtain information about expected producer compensation, including information about alternative quotes, if any, based in whole or part on the sale and additional information about the specific internal producers involved in this transaction. This additional information regarding internal producer compensation may be requested via e-mail by writing to GICompensation@prudential.com, or by calling 973-548-5100.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT STATE AND MUNICIPAL FACILITIES PROGRAM FUNDING FROM ASSEMBLYMAN FRANK SKARTADOS IN THE AMOUNT OF $500,000.00 TO BE UTILIZED BY THE CITY OF NEWBURGH TO PURCHASE 4 VEHICLES FOR THE POLICE DEPARTMENT AND 2 DUMP TRUCKS FOR THE DEPARTMENT OF PUBLIC WORKS

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 State and Municipal Facilities Program funding from Assemblyman Frank Skartados in the amount of $500,000.00 to be utilized by the City of Newburgh to purchase 4 new vehicles for the Police Department and 2 new dump trucks with attachments for the Department of Public Works with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: _____-2016

OF

MARCH 14, 2016

A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK TO DELETE THE AUTOMOTIVE MECHANIC POSITION IN THE DEPARTMENT OF PUBLIC WORKS – GARAGE AND TO CREATE A NEW WATER MAINTENANCE MECHANIC POSITION IN THE WATER DEPARTMENT – DISTRIBUTION

WHEREAS, the Department of Public Works has recommended deleting the Automotive Mechanic Position funded by the Water Fund and assigned to the DPW Garage and creating a new Water Maintenance Mechanic position in the Water Department assigned to Distribution; and

WHEREAS, the City Council has determined that deleting the Automotive Mechanic position in the Department of Public Works and adding a Water Maintenance Mechanic position in the Water Department will promote economy and efficiency within the Water Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, deleting of the Automotive Mechanic position and adding the Water Maintenance Mechanic position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for the Water Maintenance Mechanic position will be derived from the Water Fund;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to delete the Automotive Mechanic position in the Department of Public Works – Garage to create one Water Maintenance Mechanic position in the Water Department -- Distribution at Grade 14, Step 1 with funding to be derived from the Water Fund.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER $35,000 FROM GENERAL FUND CONTINGENCY
TO PLANNING AND DEVELOPMENT – OTHER SERVICES
TO COMPLETE THE LOCAL WATERFRONT REVITALIZATION PLAN

WHEREAS, the City Council adopted a Local Waterfront Revitalization Plan (LWRP) in 2001; and

WHEREAS, the LWRP is required to be updated and amended to comply with the new zoning code and to incorporate existing and future waterfront development; and

WHEREAS, the Department of Planning and Development and the Conservation Advisory Council propose to update and amend the LWRP at an estimated cost of $35,000.00 for which no allocation was made in the 2016 Budget; and

WHEREAS, a transfer of funds from the 2016 General Fund Contingency to Planning and Development – Other Services is required to fund the cost to update and amend the LWRP; and

WHEREAS, the City Council finds that it is in the best interests of the City of Newburgh and its further development to update and amend the LWRP;

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:

		Decrease	Increase
A.1900.1990	Contingency	$35,000.00	
A.8684.0448	Planning & Development Other Services		$35,000.00
	TOTALS:	$35,000.00	$35,000.00

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS

WHEREAS, Mountain Valley Guides LLC wishes to enter into a license agreement with the City of Newburgh for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, a copy of such license agreement is annexed hereto and made a part of this resolution; and

WHEREAS, the City Council has examined such license agreement and determined it to be in the best interests of the City of Newburgh to enter into such license agreement.

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 and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 2 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 28, 2016 to October 22, 2016

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Friday evenings, Saturdays and Sundays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement $750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

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

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

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

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

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

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

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

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh
City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
2 Idlewild Avenue
Cornwall-on-Hudson, New York 12520
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
MICHAEL G. CIARAVINO
City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JOHN J. ABER
City Comptroller

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION APPROVING THE CITY OF NEWBURGH'S CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2016

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2016 Community Development Block Grant Entitlement Program;

Entitlement Revenue	$861,734
Other Income	$30,000
Total	**$891,734**
Expenditures 2016	
Staffing and Administration	$117,575
In-Rem Stabilization	$70,036
Park Improvements	$100,000
Infrastructure/Street Improvements	$134,652
Code Enforcement/Sanitation	$37,207
Community Policing/ Neighborhood Services	$13,000
Downing Park and Greenhouse Project	$145,000
Business Services/ Façade Improvement Program	$244,264
Small Business Loans	$30,000
TOTAL BUDGET	**$891,734**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications attached thereto; and he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with the certifications attached hereto and made a part hereof.

Overview of CDBG

Department of Planning & Development
November, 19 2015

EQUAL HOUSING OPPORTUNITY

CDBG- Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grants– Administered by U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- Entitlement Communities are required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. Most recent: PY2015-PY2019
- Projects MUST be consistent with broad national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.
- Not less than 70% of CDBG funds must be used for activities that benefit low- and moderate-income persons.

EQUAL HOUSING OPPORTUNITY

Newburgh Community Development

- New Staff
- Realignment of CDBG Committee
- Voluntary Compliance Review following Audit- July 2015
- Uncommitted and Unspent monies- Goes AWAY

THEREFORE:

Repositioning Proposal

EQUAL HOUSING OPPORTUNITY

Newburgh CDBG Goals

- Development without Displacement
- Enhance outreach and communications with the community
- Quality out-of-school time programs for youth
- Support of a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.
- *Recognized that successful community building takes time, particularly when trust has been seriously eroded over decades of miscommunication.*

EQUAL HOUSING OPPORTUNITY

Newburgh CDBG Projects aim to:

- Control of blight
- Providing access to parkland, trails, and healthy activities in nature
- Positively reinvesting in our communities
- Building community gardens and access to healthy and locally grown food

Ongoing Projects

Parks

- Basketball Courts @ Delano Hitch: Contract underway
- Skatepark @ Delano Hitch: 2nd Bid opening tomorrow (11/20)
- Consolidated Iron Site: Finalized environmental testing by 12/31/2015
  - Begin public participation/ planning Spring 2016 with Scenic Hudson, Clearwater, Groundwork Hudson Valley
- Downing Park/ Greenhouses: Remediation complete, site cleared, gardens begun

Mission: The Downing Park Greenhouse Project aims to build a pathway to urban agriculture in the City of Newburgh that is walkable and sustainable. Our goal is to educate, empower, and encourage Newburgh residents, especially youth, to participate in urban farming and healthy eating.

THE DOWNING PARK greenhouse project

EQUAL HOUSING OPPORTUNITY

Ongoing Projects

Homeowner Rehab/ Emergency Repairs

- Average $8,000/ House, Capped at $20,000 per house
- Three this year

Business Loans/ Broadway Corridor/ Façade

- Small business loans- First come first served
- Broadway Corridor: Partner with Central Hudson/ Safe Harbors/ Sustainable Orange & RPA/ Land Bank
- 3 facades this year: Looking at 2 more

Ongoing Projects

Infrastructure

- Demo of Dirty Dozen- Section 106 review
- Sidewalk plan for Landers/ William/ Liberty Streets
- Local-hire staff for:
  - In-rem stabilization
  - Sidewalk improvements
  - Code enforcement

New Focus 2016

Zoning update

- Encourage diversified housing
- Increase the number of QUALITY affordable units

Home Rehab

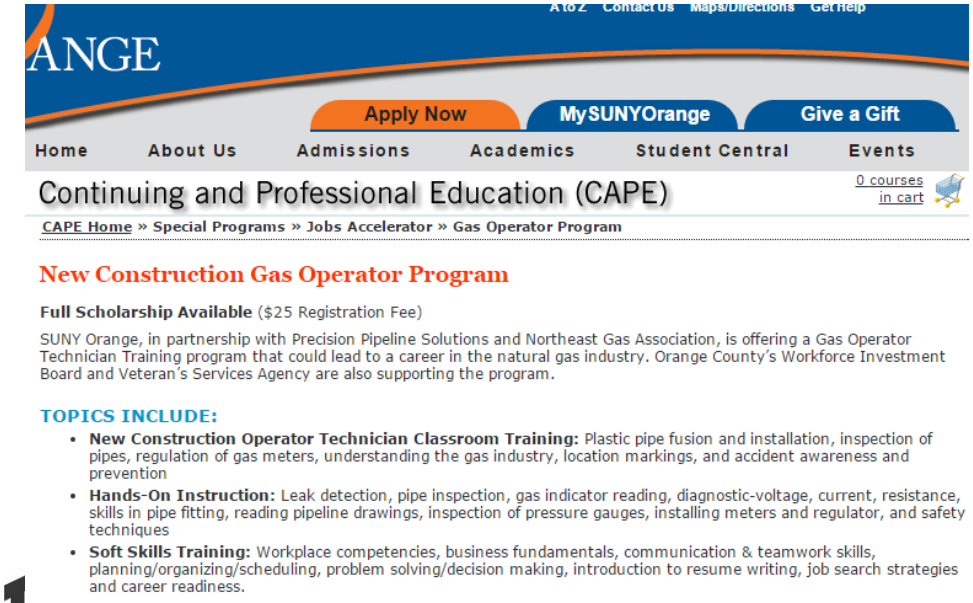
- Focus on emergency repairs
- Public campaign to target low to very-low communities, and Black and Hispanic communities

EQUAL HOUSING OPPORTUNITY

New Focus 2016

Workforce Development

- Continue to work of workforce development
- Build off of work of WDI
- Align workforce development with social service agencies to have continuum of care include employment
- ALIGN WITH CHILD CARE



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Continuing and Professional Education (CAPE)

0 courses in cart

CAPE Home » Special Programs » Jobs Accelerator » Gas Operator Program

New Construction Gas Operator Program

Full Scholarship Available ($25 Registration Fee)

SUNY Orange, in partnership with Precision Pipeline Solutions and Northeast Gas Association, is offering a Gas Operator Technician Training program that could lead to a career in the natural gas industry. Orange County's Workforce Investment Board and Veteran's Services Agency are also supporting the program.

TOPICS INCLUDE:

- **New Construction Operator Technician Classroom Training:** Plastic pipe fusion and installation, inspection of pipes, regulation of gas meters, understanding the gas industry, location markings, and accident awareness and prevention
- **Hands-On Instruction:** Leak detection, pipe inspection, gas indicator reading, diagnostic-voltage, current, resistance, skills in pipe fitting, reading pipeline drawings, inspection of pressure gauges, installing meters and regulator, and safety techniques
- **Soft Skills Training:** Workplace competencies, business fundamentals, communication & teamwork skills, planning/organizing/scheduling, problem solving/decision making, introduction to resume writing, job search strategies and career readiness.

EQUAL HOUSING OPPORTUNITY

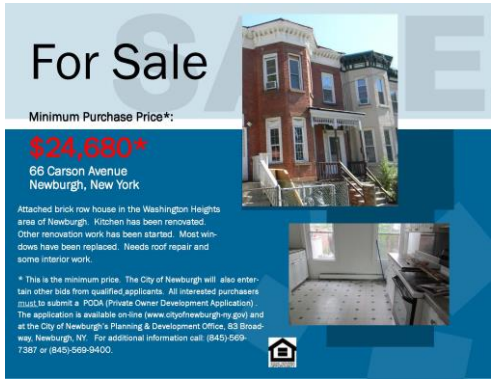
New Focus 2016

Leverage Resources

- Target Census Tracts 4/ 5.01/ 5.02 to align with existing initiatives (COReStat)
- Increase number of QUALITY affordable units

Publically Owned Land

- Marketing Campaign
- Increase in DPW/ Codes Employees
- Work-to-Own Program with Laborer's Local #17
- Collaboration with Land Bank



EQUAL HOUSING OPPORTUNITY

New Focus 2016

Future Development

- Encourage local hiring in Construction: Section 3
- Promote small business development: new/ existing businesses
- Align other CDBG programs to provide jobs/ job training:
  - Greenhouse program
  - Façade program
  - Housing rehab program
  - YMCA training programs

EQUAL HOUSING OPPORTUNITY

CDBG PROGRAMS
2016 Action Plan Budget

Revenue sources: The City has been awarded $861,734 from HUD as the entitlement funding for 2016. The City has approximately $10,000 in loan payments from small business loans and housing programs for 2016 and an additional $20,000 from prior years.

Summary of Programs

FY 2016 funding will support the following projects and objectives:

Project: Staffing and Administration
Budget: $ 117,575
Summary: The budget will include funding to support the salaries and benefits of The Community Development Director, a part -time stipend and the Economic Development Specialist. Funds for legal notices, office support, postage and a minimal amount of travel are also included. This is 13.64% of the total budget.

Project: Downing Park and the Greenhouse Project
Budget: $145,000
Summary: Instituting the green team as developed by GWHV for summer youth employment will require an additional $10,000 this year. We anticipate further development of the Downing Park gardens, coordination with other gardens thoughout the city, manning a community market, and establishing out-of-school programs .

Projecct: Park Improvements
Budget: $100,000
Summary: Monies for the Skate Park at Delano Hitch, improvements to other facilities at the park, building a temporary track at Consolidated Iron and walking trails along the Husdon and the Quassaick Creek are all included in this category. In 2015, $169,000 was allocated for the restoration of the basketball courts at Delano Hitch. We are seeking approval to use $600,000 from prior years funding to build the skate park; an additional of $100,000 in state funding has been acquired to support this project.

Project: Infrastructure/Street Improvements
Budget: $134,652

EQUAL HOUSING OPPORTUNITY

Summary	CDBG will support 2 seasonal employees for DPW to focus on city sidewalk repair and provide monies for supplies which this year will be focused around public improvements in Census Tracts 4 & 5.

Project:	In Rem Stabilization
Budget:	$70,036
Summary	CDBG will support 2 full-time staff for DPW to focus on In Rem stabilization preparing city owned property and securing the properties.

Project:	Business Services/Façade Improvement Program
Budget:	$ 244,264
Summary	This project supports p-t and f-t staff, $5,356 for printing and advertising for sale of in-rem city property and additionally, $145,000 in façade improvements for use in clustered areas of the City.

Project:	Code Enforcement/Sanitation
Budget:	$37,207
Summary	Two part-time sanitation officers will be hired for the Code office.

Project:	Community Services/ Neighborhood Policing
Budget:	$13,000
Summary	This funding will support security at community events, some activities at the Recreation Department, and the summer youth film festi

TOTAL	**$861,734**

Project:	Small Business Loans
Budget:	$30,000
Summary	Funding for these loans will be financed through program income. It is anticipated that 3 loans of $10,000 each will be processed; one from 2016 income and two from prior years funding.

2/9/2016

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO. _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTIES LOCATED AT 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27) AND 92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24) SOLD AT PRIVATE SALE TO MICHAEL T. BROWN

WHEREAS, the Council of the City of Newburgh, New York, by Resolution Nos. 259-2015 and 260-2015, respectively, of October 13, 2015, authorized the sales of 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) to Michael T. Brown; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before February 8, 2016; and

WHEREAS, Mr. Brown has successfully closed on 123 S. William Street and is in the process of completing the rehabilitation; and

WHEREAS, Mr. Brown is requesting an additional sixty (60) day extension of time to close as he intends to use the same construction crew to renovate each property and wishes to stagger the closings to minimize over-extension of his resources; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the sixty (60) day extension of time to close title for the properties located at 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) is hereby authorized until April 7, 2016, that date being sixty (60) days from the date set forth in the previous extension granted by the City Manager.

RESOLUTION NO.: _____- 2016

OF

MARCH 14, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 155 LANDER STREET (SECTION 18, BLOCK 4, LOT 45) AT PRIVATE SALE TO ROBERT AND ERIKA URIE FOR THE AMOUNT OF $3,870.00

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 155 Lander Street, being more accurately described as Section 18, Block 4, Lot 45 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers 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 June 13, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchasers	Purchase Price
155 Lander Street	18 - 4 - 45	Robert Urie & Erika Urie	$3,870.00

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
155 Lander Street, City of Newburgh (18-4-45)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes and any subsequent levies shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property 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. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. 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.

9. 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.
10. 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.
11. 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 June 13, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. 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 <u>not</u> 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.
13. 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.
14. 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.**
15. 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.
16. 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.
17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the 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.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 326 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 14), 328 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 15) AND 330 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 16) AT PRIVATE SALE TO THOMAS BURWELL DODD D/B/A RIPRAP LLC FOR THE AMOUNT OF $10,040.00

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 326 Liberty Street, 328 Liberty Street and 330 Liberty Street , being more accurately described as Section 12, Block 1, Lots 14, 15 and 16, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 June 13, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price

326 Liberty Street	12 – 1 – 14	Thomas Burwell Dodd	$10,040.00
328 Liberty Street	12 – 1 – 15	d/b/a Riprap LLC	
330 Liberty Street	12 – 1 – 16		

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

Terms and Conditions Sale
326 Liberty Street, City of Newburgh (12-1-14)
328 Liberty Street, City of Newburgh (12-1-15)
330 Liberty Street, City of Newburgh (10-1-16)

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 years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. 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. 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.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 June 13, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> 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.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 378 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 35) AT PRIVATE SALE TO THOMAS BURWELL DODD D/B/A RIPRAP LLC FOR THE AMOUNT OF $8,625.00

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 378 Liberty Street, being more accurately described as Section 10, Block 1, Lot 35 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 June 13, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
326 Liberty Street	10 – 1 – 35	Thomas Burwell Dodd d/b/a Riprap LLC	$8,625.00

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

Terms and Conditions Sale
378 Liberty Street, City of Newburgh (10-1-35)

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 property is sold subject to unpaid school taxes for the tax years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. 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. 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.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 June 13, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> 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.: _____- 2016

OF

MARCH 14, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 285 GRAND STREET (SECTION 10, BLOCK 1, LOT 10), 285 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 11) AND 283 GRAND STREET REAR (SECTION 10, BLOCK 1, LOT 13) AT PRIVATE SALE TO MICHAEL LEBRON D/B/A DWELLSTEAD FOR THE AMOUNT OF $3,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 June 13, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
285 Grand Street	10 – 1 – 10	Michael Lebron	$3,000.00
285 Grand Street Rear	10 – 1 – 11	d/b/a Dwellstead	
283 Grand Street Rear	10 – 1 – 13		

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

Terms and Conditions Sale
285 Grand Street, City of Newburgh (10-1-10)
285 Grand Street Rear, City of Newburgh (10-1-11)
283 Grand Street Rear, City of Newburgh (10-1-13)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid taxes for the tax years of 2016 City/County Tax and 2015-2016 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2016 City/County Taxes and 2015-2016 School Taxes and any subsequent levies. 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. 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.
6. The purchaser shall combine all three parcels (285 Grand Street, 285 Grand Street Rear and 283 Grand Street Rear, being more accurately described as Section 10, Block 1, Lots 10, 11 and 13, respectively) into one lot of record within one (1) year of the date of conveyance.
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 June 13, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> 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.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT IN AN AMOUNT NOT TO EXCEED TWO MILLION FOUR HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED EIGHTY ($2,433,180.00) DOLLARS FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") TO PROVIDE FUNDING TO RETAIN TWELVE (12) FIREFIGHTERS IN THE CITY OF NEWBURGH FIRE DEPARTMENT WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Fire Department applied for and was awarded funding from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program used to hire fifteen (15) firefighters within the City of Newburgh Fire Department for two years; and

WHEREAS, the City of Newburgh the City of Newburgh received additional funding to retain 3 of the 15 positions through the Veterans Hiring Program;

WHEREAS, the City of Newburgh is unable to fund 12 of the 15 positions hired under the SAFER Grant after July 21, 2016; and

WHEREAS, the SAFER Grant Program for FY2015 provides funding for the purposes of retaining firefighter positions supported by previous SAFER Grant Program Awards; and

WHEREAS, the City of Newburgh Fire Department requested to apply for, and accept if awarded, funding under the SAFER Grant Program for FY2015 to retain 12 firefighters hired under the previous SAFER Grant Program Award; 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 he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant in an amount not to exceed Two Million Four Hundred Thirty-Three Thousand One Hundred Eighty ($2,433,180.00) Dollars from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to retain twelve (12) grant-funded firefighter positions and maintain the full complement of fifteen (15) firefighter positions in the City of Newburgh Fire Department with no City match required.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION TO CONTINUE SPONSORSHIP OF THE NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held on June 18, 2016; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception and;

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event and;

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.

RESOLUTION NO.: _____-2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES, NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL AND THE HALLOWEEN EVENT FOR 2016

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday and the Halloween Event; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2016 events; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's annual Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival and the Halloween event for 2016.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES TO PROVIDE PERFORMING ARTISTS AND RELATED SERVICES IN CONNECTION WITH THE CITY OF NEWBURGH'S ANNUAL MEMORIAL DAY AND FOURTH OF JULY OBSERVANCES, NATIONAL NIGHT OUT, THE ANNUAL INTERNATIONAL FESTIVAL AND THE HALLOWEEN EVENT FOR 2016

WHEREAS, the City of Newburgh annually holds Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Halloween Event; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2015 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2015 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival, and the Halloween Event for 2016, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2016 Budget.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE SALE OF UTILITY POLES AND ATTACHED EQUIPMENT AND THE GRANTING OF AN EASEMENT ON PROPERTY KNOWN AS 75 TEMPLE AVENUE (SECTION 42, BLOCK 1, LOT 8), 205-215 ELLIS AVENUE (SECTION 50, BLOCK 1, LOT 5.1) AND ES TEMPLE AVENUE (SECTION 50, BLOCK 1, LOT 5.2) TO CENTRAL HUDSON ELECTRIC AND GAS CORP.
FOR THE AMOUNT OF $42,297.80

WHEREAS, The City of Newburgh is the owner of certain utility poles, wire, appurtenances and attachments thereto, located on and adjacent to Ellis Avenue property identified as 75 Temple Avenue, 205-215 Ellis Avenue and ES Temple Avenue, and more accurately described as Section 42, Block 1, Lot 8, Section 50, Block 1, Lot 5.1 and Section 50, Block 1, Lot 5.2, respectively, on the official Tax Map of the City of Newburgh (the "Property"); and

WHEREAS, Central Hudson Electric and Gas Corp. ("Central Hudson") has made a proposal to purchase the utility poles and the attached equipment located on the Property from the City for the purchase price of $42,297.80; and

WHEREAS, the sale of the utility poles and equipment will require a purchase and sale agreement between the parties and an easement over the property for the purpose of future access and maintenance; and

WHEREAS, this Council finds that entering into an agreement to sell the utility poles and equipment on the Property to Central Hudson and granting an easement for access and maintenance is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to execute the attached Purchase and Sale Agreement and Easement, in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Central Hudson Electric and Gas Corp. for the sale of utility poles, wire, appurtenances and attachments thereto, located on and adjacent to Ellis Avenue property identified as 75 Temple Avenue, 205-215 Ellis Avenue and ES Temple Avenue for the purchase price of $42,297.80.

AGREEMENT FOR SALE OF POLE PLANT

AGREEMENT for Sale of Pole Plant (hereinafter referred to as this **"AGREEMENT"**) made on the _____ day of_____, 2016 by and between **CITY OF NEWBURGH,** Orange County, New York, a municipal corporation maintaining its office at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as **"CITY"**) and **CENTRAL HUNDSON GAS & ELECTRIC** with an address of 284 South Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as **"PURCHASER"**).

W I T N E S S E T H :

WHEREAS, CITY is the owner of certain utility poles, wire, appurtenances and attachments thereto, located on and adjacent to Ellis Avenue in the **City of Newburgh, Orange County, New York** (**SBL: 42-1-8, 50-1-5.1-1, and 50-1-5.1-2)** and more specifically described on **Schedule 1** of the Bill of Sale (the "Bill of Sale") attached hereto as **Exhibit "A"** (hereinafter referred to collectively, as the **"PROPERTY"**); and

WHEREAS, CITY is desirous of selling the **PROPERTY** to **PURCHASER**, and **PURCHASER** is/are desirous of purchasing the **PROPERTY** from **CITY**, and **CITY** and **PURCHASER**, in consideration of their respective agreements herein, do contract and agree as follows:

1. **AGREEMENT TO SELL.** Subject to all of the terms and conditions of this **AGREEMENT**, **CITY** shall convey to **PURCHASER** and **PURCHASER** shall purchase and acquire from **CITY**, upon execution of the Bill of Sale and contemporaneously with the conveyance of the **EASEMENT** set forth in **Section 2** herein, the Property.

2. **GRANT OF EASEMENT.** Subject to all of the terms and conditions of this Agreement, **CITY hereby** agrees to grant to **PURCHASER** an easement and right-of-way (hereinafter collectively referred to as the **"EASEMENT"**) encumbering certain property located in the City of Newburgh, Orange County, New York, in the form attached hereto as **Exhibit "B"**.

3. **PURCHASE PRICE.** The purchase price for the **PROPERTY** is Forty-Two Thousand Two Hundred Ninety-Seven and 80/100 Dollars **($42,297.80)**. This purchase price shall be paid in cash, Purchaser's corporate check, or by certified check or official bank check, in U.S. Dollars, simultaneously with the delivery of the **EASEMENT** and Bill of Sale conveying the **PROPERTY** to **PURCHASER** as set forth herein.

4. **RECORDING.** **PURCHASER** shall promptly file the **EASEMENT** for recordation with the Orange County Clerk. **PURCHASER** shall pay all costs in connection with the recordation of the **EASEMENT**.

5. **NON-DISCRIMINATION.** **PURCHASER** agrees for itself, its lessees, successors and assigns, and the **DEED** shall contain covenants on the part of the **PURCHASER** for itself, its

lessees, successors and assigns, that **PURCHASER**, its lessees, successors and assigns shall not discriminate in the rental or use of the **PROPERTY** or the rehabilitation thereof upon the basis of race, color, religion, sex, handicap or national origin. Such covenants shall be permanent covenants to run with the land enforceable by **CITY** to the fullest extent permitted by law and equity.

6. **CONFLICT OF INTEREST.** No member, official, or employee of the **CITY** shall have any personal interest, direct or indirect, in the **AGREEMENT** nor shall any such members, official, or employee participate in any decision relating to the **AGREEMENT** which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No members, official, or employee of the **CITY** shall be personally liable to the **PURCHASER** or any lessee or any successor in interest in the event of any default or breach by the **CITY** or for any amount which may become due to the **PURCHASER** or lessee or successor on any obligations under the terms of this **AGREEMENT**.

7. **BROKERS.** The parties hereto agree that any and all fees for brokerage commissions, if any, shall be the sole obligation of **PURCHASER**. The **CITY** represents and warrants to **PURCHASER** that it has not engaged or dealt with any brokers in connection with this transaction.

8. **NO WAIVER OF RIGHTS OR REMEDIES.** The rights and remedies of the parties to the **AGREEMENT,** whether provided by law or by the **AGREEMENT**, and the exercise by any part of any one or more remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies to any default or breach, by the other party. No waiver made by any party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the **AGREEMENT** shall be considered a waiver of any of the rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party. No such waiver shall be valid unless it is in writing duly signed by the party waiving the right or rights.

9. **NOTICES.** A notice or communication under this **AGREEMENT** either party to the other shall be sufficiently given or delivered if dispatched by certified mail, return receipt requested, and

(a) in the case of notice or communication to the **PURCHASER** is addressed as follows: **Central Hudson Gas & Electric Corporation, 284 South Avenue, Poughkeepsie, New York 12601 - Attention: Director-Real Property Services;**

and

(b) in the case of notice or communication to the **CITY** is addressed as follows: **City of Newburgh, c/o Corporation Counsel, City Hall, Second Floor, 83 Broadway, Newburgh, NY 12550.**

10. **DEFAULT.** If the **CITY** shall default in the performance of its obligations under this **AGREEMENT**, **PURCHASER** shall have the right to either (i) terminate this **AGREEMENT** by notifying the **CITY** of such termination, or (ii) pursue any and all rights and remedies available at law or in equity, including, but not limited to, specific performance.

11. **MERGER.** It is understood and agreed by the parties hereto that this **AGREEMENT** contains the entire agreement between the parties and all prior negotiations, statements, or representations are merged herein, and the parties acknowledge each to the other that they have not made or relied upon any other representations, statements, or agreements except as specifically set forth herein, or incorporated herein by reference. It is agreed by the parties herein that all rights, privileges and benefits contained in all prior and present contracts shall be carried forward without diminishment except as the same may have been previously or herein specifically modified or rescinded.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** as of the day and year set forth above.

CITY OF NEWBURGH

By: _____
Michael G. Ciaravino
City Manager
Per Res. No.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: _____
Anthony S. Campagiorni
Vice President - Business Development and Governmental Affairs

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

On the day of _____, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
)ss:
COUNTY OF DUTCHESS)

On the day of December, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony S. Campagiorni, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

BILL OF SALE

CITY OF NEWBURGH ("City"), a municipal corporation, maintaining its office at City Hall, 83 Broadway, Newburgh, NY 12550 (“Seller”), in consideration of Ten Dollars ($10.00) and other good and valuable consideration, does hereby bargain, sell, transfer, convey and assign to CENTRAL HUDSON GAS & ELECTRIC CORPORATION ("Central Hudson"), a New York corporation, having its principal office at 284 South Avenue, Poughkeepsie, New York 12601 (“Purchaser”), all of Seller’s right, title and interest in and to all of the fixtures, fittings, machinery, apparatus, tools and equipment (collectively, the “Equipment”) identified and set forth on Schedule 1 hereto, which Equipment is presently used in connection with the distribution of electric service along a portion of Ellis Avenue in the City of Newburgh, Orange County, New York, said portion being more particularly described and illustrated on Exhibit B hereto (the “Property”).

Seller hereby sells, transfers, conveys and assigns the Equipment to Purchaser in its “AS IS, WHERE IS, WITH ALL FAULTS” condition, without any representations or warranties, expressed or implied.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the _____ day of _____, 2016.

CITY OF NEWBURGH

By:_____
Name:_____
Title:_____

SCHEDULE 1

Equipment

To Purchase Customer Line from: *City of Newburgh*

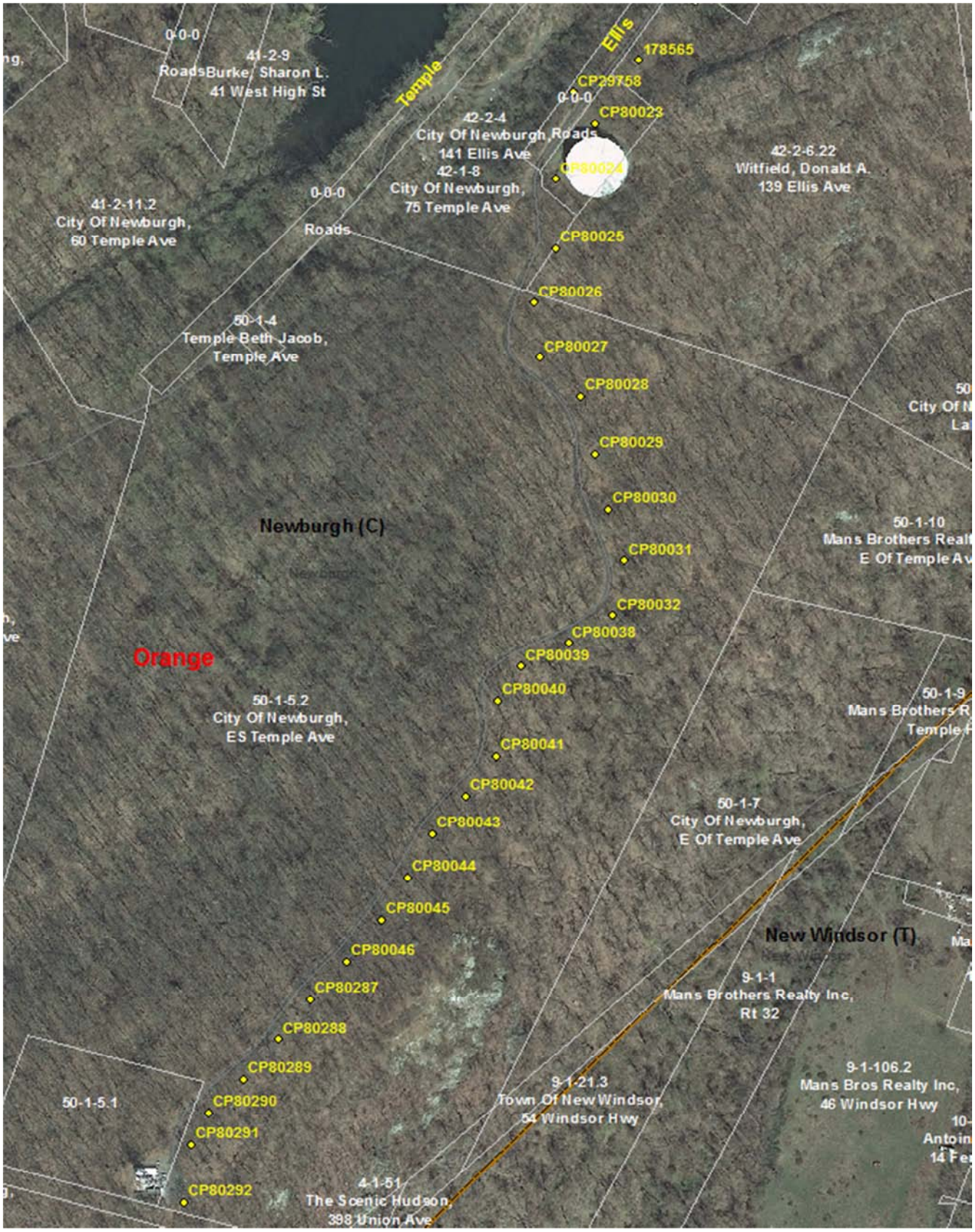
Location: *Ellis Avenue* Town/City of: *Newburgh*

Reason: *For the purpose of running Fiber Cable up to Ellis Ave Tower*

Prepared By: *M. Vaughan* W/O Log # *J840934* Date: *11/04/2015*

Acct. No.	Qty.	Item-Description	Age	Unit Cost	Total Cost	Condition Factor	Depriciated Cost	
364- 00	25	Poles	16	1,255.00	31,375.00	0.846	26,543.25	
364- 00		Crossarms						
364- 00	18	Guys	16	174.00	3,132.00	0.846	2,649.67	
364- 00	18	Anchors	16	361.00	6,498.00	0.846	5,497.31	
364- 00		Pushbrace						
365- 10		Cable						
365- 10	2710	Open Wire	16	2.21	5,989.10	0.793	4,749.36	
365- 10		Cut Outs						
365- 10		Lighting Arrestors						
365- 20		Cable						
365- 20	2710	Open Wire	16	1.33	3,604.30	0.793	2,858.21	
369- 10	0	Service Lateral(s)						
							Total	$42,297.80

EXHIBIT B


0-0-0
Roads
41-2-9
Burke, Sharon L.
41 West High St
Temple
Ellis
178565
CP29758
0-0-0
CP80023
42-2-4
City Of Newburgh, Roads
141 Ellis Ave
42-1-8
City Of Newburgh,
75 Temple Ave
CP80024
42-2-6.22
Witfield, Donald A.
139 Ellis Ave
41-2-11.2
City Of Newburgh,
60 Temple Ave
0-0-0
Roads
CP80025
CP80026
50-1-4
Temple Beth Jacob,
Temple Ave
CP80027
CP80028
CP80029
CP80030
Newburgh (C)
CP80031
CP80032
CP80038
Orange
CP80039
CP80040
50-1-5.2
City Of Newburgh,
ES Temple Ave
CP80041
CP80042
CP80043
50-1-7
City Of Newburgh,
E Of Temple Ave
CP80044
CP80045
New Windsor (T)
CP80046
CP80287
9-1-1
Mans Brothers Realty Inc,
Rt 32
CP80288
CP80289
9-1-21.3
Town Of New Windsor,
54 Windsor Hwy
9-1-106.2
Mans Bros Realty Inc,
46 Windsor Hwy
50-1-5.1
CP80290
CP80291
CP80292
4-1-51
The Scenic Hudson,
398 Union Ave

In consideration of the sum of $1.00 and other valuable considerations, the receipt whereof from Central Hudson Gas & Electric Corporation, a domestic corporation having its principal office (residence) at 284 South Avenue, Poughkeepsie, New York and **Verizon New York, Inc**., a domestic corporation having its principal office (residence) at **140 West Street, New York, NY** is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto said corporation(s), and each of them, their respective successors, assigns and lessees (hereinafter collectively referred to as the "Corporations"), an easement for any use relating to the electric, gas, or communication industry, including, but not limited to, the installation, operation and maintenance of overhead and/or underground electric, gas or communication facilities which easement shall be 30 feet in width throughout its extent, in, upon, under, over and across the lands of the undersigned, including roads and highways thereon and adjacent thereto, situated in the City of Newburgh, County of Orange, State of New York.

Said easement shall be located in, along, and/or adjacent to both sides of Grantor's access road; said access road extends from the end of Ellis Avenue in a generally southwesterly direction to a communications tower currently located on Grantor's parcel. Together with the rights for guying facilities and service extensions to be located outside of the stated easement width.

Together with the permanent right at all times to have access thereto within the easement and across the remaining premise(s) of the undersigned, and to enter thereon, and to construct, excavate, place, relocate, extend, operate, maintain and to protect, repair, replace and remove, in, over and under the property covered by said easement, such facilities, including, but not limited to, lines or poles, cables, crossarms, wires, guys, braces, underground conduits, pipes, mains and ducts, and all other appurtenances and fixtures adaptable to the present and future needs, uses and purposes of said corporations, their respective successors, assigns and lessees, and provided that physical damage to the property owned by the undersigned caused solely by said corporations, their respective successors, assigns or lessees, shall be adjusted at the expense of the person or entity so causing such damage.

Together with the permanent right to also trim, cut, clear cut to ground level and at the election of either Corporation remove at any time such brush, trees and other objects, thereon or on adjacent property of the undersigned, including trees, brush and other objects located outside the easement, as in the sole judgment of either Corporation may fall upon or come in contact with the facilities or may interfere with, obstruct or endanger the construction, operation or maintenance of said rights, facilities and other appurtenances and fixtures or any thereof, which may hereafter be constructed in, over, or across said easement. Said right shall include the right to use chemical means of brush and vegetation control within the limits of the easement and rights of way where applicable. Any chemical use shall be in accordance with all Federal and State regulations pertaining to utility right-of-way maintenance.

The exact location of said easement and lines is to be as determined by said corporations having regard to the origin, general direction and destination of said facilities and the requirements of said corporations.

Reserving unto the undersigned the right to only plant and cultivate lawn grass and low growing ornamental shrubs within said easement, and the right to cross and recross said easement, provided that any such cultivation and/or use of said easement shall not in the sole judgment of said Corporations interfere with, obstruct or endanger any of the rights granted as aforesaid and provided that no house, shed, garage, outbuilding, pool, road, driveway or other structures or above or in ground improvements shall be erected, constructed placed, installed, or located and no excavating, mining or blasting shall be undertaken or performed within the limits of said easement without the prior written consent of said Corporations.

This easement and the provisions hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns and lessees of the undersigned and said Corporations, respectively.
Signed, sealed and delivered, on …….., …….

In the presence of: *Subscribing Witness Only*

_____

_____
(Sign & Print Name)

_____
(Business Name)

_____(L.S)
(Sign Name)

_____
(Print Name and Title)

_____(L.S)
(Sign Name)

_____
(Print Name and Title)

Residing at .....
Number ***Street***

.....
Town, City or Village ***State***

.....
County

FORM NO. 411 (3/13)

ACKNOWLEDGEMENT OF CONVEYANCE

State of New York)
)ss.:
County of _____)

On the .....day of..... in the year ..... before me, the undersigned, a Notary Public in and for said State, personally appeared ....., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

NEW YORK ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
)ss.:
County of _____)

On the .....day of.....in the year ..... before me, the undersigned, a Notary Public in and for said state, personally appeared ..... , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

.....
Notary Public

CERTIFICATE OF SUBSCRIBING WITNESS

State of New York)
)ss.:
County of _____)

On the .....day of ..... in the year ....., before me, the undersigned, a Notary Public in and for said State, personally appeared.....……....., the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they resides in.....…….....;that he/she/theyknow(s).....…….....
…….to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said ……..
…..... execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

.....
Notary Public

RIGHT OF WAY

R|W No.....

PD # 033 Town.....

Village.....

City of Newburgh

Granted by

.....

.....

to

Central Hudson Gas & Electric Corporation

Date: _____

Map: A11-I09 Line : 4047

Pole No: 197898 - 197922

Work Order #: _____ J#: 840934

SBL: 42-1-8, 50-1-5.1-1 & 50-1-5.1-2

Address of ROW: 75 Temple Ave,
205-215 Ellis Ave, E S Temple Ave

RECORD AND RETURN TO:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
Attn: Real Property Services

16
CUSTOMER'S
80024
PROPERTY

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 14, 2016 TO JANUARY 1, 2017 AND TO ACCEPT AN AWARD NOT TO EXCEED $2,614.00 COVERING 60 PERSON-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2016 (MARCH 14, 2016 – MAY 31, 2016)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 14, 2016 and ending January 1, 2017; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 14, 2016 through May 31, 2016, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 1, 2016 through September 6, 2016, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – October 14, 2016 through January 1, 2017, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed $2,614.00 covering 60 person-hours for the First Enforcement Period of 2016; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2016 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be 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 or the Police Chief as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period January 30, 2016 through January 1, 2017 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed $2,614.00 covering 60 person-hours for the First Enforcement Period of 2016 (March 14, 2016 through May 31, 2016); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager or the Police Chief as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 1, 2016 through September 6, 2016) and Third Enforcement Period (October 14, 2016 through January 1, 2017) covered by the 2016 STOP-DWI Agreement.

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this ____ day of _____, 2016, by and between the County of Orange, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the City of Newburgh, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on January 30th, 2016 and end January 11, 2017.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

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

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

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

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

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

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 14, 2016 through May 31, 2016, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2016 through September 6, 2016, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – October 14, 2016 through January 1, 2017, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period October 13, 2015 through January 1, 2016, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **$2614** covering **60** man-hours for the first enforcement period of 2016. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2016.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2016 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: _____ - 2016

OF

MARCH 14, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE DIRECTORATE OF EMERGENCY SERVICES, WEST POINT, NEW YORK FOR FIRE, HAZARDOUS MATERIALS, TECHNICAL RESCUE RESPONSE AND EVENT STAND-BY SERVICES

WHEREAS, the Directorate of Emergency Services, West Point, New York and the City of Newburgh Fire Department wish to enter into a Mutual Aid Agreement to provide fire, hazardous materials, technical rescue response and event stand-by services; and

WHEREAS, the Mutual Aid Agreement is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into the Mutual Aid Agreement for such purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a Mutual Aid Agreement between the Directorate of Emergency Services, West Point, New York and the City of Newburgh Fire Department for fire, hazardous materials, technical rescue response and event stand-by services.

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, WEST POINT
681 HARDEE PLACE
WEST POINT, NEW YORK 10996

MUTUAL AID AGREEMENT
BETWEEN
THE DIRECTORATE OF EMERGENCY SERVICES, WEST POINT, NEW YORK
AND
CITY OF NEWBURGH FIRE DEPARTMENT, NEWBURGH, NEW YORK

SUBJECT: Agreement for Mutual Aid in Fire, Hazardous Materials, Technical Rescue Response and event standbys (US)

This agreement, entered into this ... day of ... 2015, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and the City of Newburgh, New York, a municipal corporation, by and through City of Newburgh Common Counsel is to secure for each the benefits of mutual aid in fire, hazardous material containment and confinement, and special technical rescue events involving vehicular accidents, water mishaps, rope rescue, trench and building collapse, or confined space extractions and event standbys.

It is agreed that

a. On request to a representative of the West Point Fire and Emergency Services by a representative of the City of Newburgh Fire Department, fire, hazardous materials containment and confinement response or technical response equipment and personnel of the West Point Fire and Emergency Services will be dispatched when available to any point within the area for which the City of Newburgh Fire Department normally provides such protection as designated by the representative of the City of Newburgh. Additionally, Rotary Wing assets are available for the purpose of saving lives, prevent or reduce human suffering, and to mitigate property damage.

b. On request to Orange County 911 Emergency Services by a representative of the West Point Fire and Emergency Services, equipment and personnel from the City Of Newburgh Fire Department will be dispatched when available to any point within the jurisdiction of the West Point Fire and Emergency Services

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

a. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

b. The chief fire officers and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections and drills. Borrowing of equipment for the purposes of drills and training will be allowed with the proper documentation and approval from each agency lead officer.

c. The technical heads of the departments of the parties' to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatories to this agreement.

d. All equipment used by Newburgh in carrying out this agreement will be owned by the Newburgh; and all personnel acting for Newburgh under this agreement will be an employee member of Newburgh.

This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

For
West Point Fire and Emergency Services

_____
By: Kyle M. Innella, Fire Chief

For
Secretary of the US Army

_____
By: COL Landy Dunham, Garrison Commander

For
City of Newburgh Fire Department

_____
By: Terry Ahlers, Acting Fire Chief

For
City of Newburgh

_____
By: Michael G. Ciaravino City Manager

ORDINANCE NO.: _____ - 2013

OF

_____, 2013

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE OF THE CITY OF NEWBURGH TO ADD FEES FOR FILMING

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

Code Section	Type of Fee	Amount
Chapter 168, Filming		
§ 168-6	Non-refundable application fee	$200.00
	Permit fee	$500.00 for use of public property per day
		$750.00 for use of public property per night
		$200.00 per day to reserve public street parking
	Refundable security deposit	$1,500.00

Section 2. This ordinance shall take effect upon the adoption of Ordinance No. -2013 of , 2013 entitled "An Ordinance Creating Chapter 168 Entitled "Filming" of the Code of Ordinances of the City of Newburgh

Underlining denotes additions
~~Strikethrough~~ denotes deletions

DRAFT

ORDINANCE NO.: _____ - 2013

OF

_____, 2013

AN ORDINANCE CREATING CHAPTER 168 ENTITLED "FILMING" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that the Code of Ordinances is hereby amended to add new Chapter 168 entitled "Filming" to read as follows:

Section 1. Chapter 168: "FILMING"

Section 168-1. Purpose.

It is the purpose and intent of the City of Newburgh to encourage the motion picture and television industries to utilize the scenic beauty and variety of backdrops afforded in the City of Newburgh as locations for filming and/or video taping for commercial production. It is the purpose and intent of this Chapter to provide the means by which such activities may be reasonably regulated to preserve the public health and safety and provide for the protection of property, to not unduly restrict such activities, and to maintain harmonious relations between the community and those engaged in such activities.

Section 168-2. Definitions.

CHARITABLE FILMS – means commercials, motion pictures, television, OR videotapes produced by a nonprofit organization, which qualifies under Section 501 (c) (3) of the Internal Revenue Code as charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, or tapes.

CITY PRODUCED GOVERNMENT ACCESS FILMS – means motion pictures or programs produced by or in association with the City of Newburgh. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films or tapes.

CONCERT FILMING – means the filming a concert event for Not-for-Profit or religious entity but shall not include activities occurring for businesses, corporations and for-profit entities that will be distributed, sold and/or broadcast for commercial purposes.

FILM or FILMING or FILMING ACTIVITY – means all activity in preparation of, and attendant to, staging, making, striking, filming or video recording commercial motion pictures, television shows, programs and commercials, including magazines or documentary programs.

FILM OFFICE – means the City Manager's designee responsible for routing and processing film permits.

NEWS MEDIA – means the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers or camera operators.

STUDENT FILMS – means motion pictures, television programs or commercials produced to satisfy a course or curriculum requirement at an educational institution. The student filmmaker must supply proof that he/she is currently enrolled.

STUDIO – means a fixed place of business where filming activities are regularly conducted upon the premises.

Section 168-3. Permit required; Exemptions.

A. Film Permit required: No person shall, for commercial purposes, use any kind of public property, facility or residence herein or portion thereof owned and/or controlled by the City of Newburgh to cause, direct or conduct filming activities as defined without first applying for and obtaining a film permit from the City Manager or his/her designee.

B. Exemptions:

1. The following activities shall not require an application or film permit under the provisions of this Chapter:

a. News Media: Reporters, photographers or camera operators in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
b. Family or personal use video: The filming or videotaping of motion pictures solely for private-family use.
c. Photographers engaged in still photography.
d. City Produced Government Access Films.

2. A film permit application as required by this Chapter shall be completed and submitted without a fee for the following activities:

a. Charitable Films: Projects that qualify under Section 501 (c) (3) of the Internal Revenue Code.
b. Student Films.
c. Concert film by a Not-for-Profit or religious entity.

Section 168-4. Application requirements.

The Application for such Film Permit shall be made upon forms prescribed therefor by City and require, at minimum, the following information:

1. The name, address, telephone number and e-mail address of the applicant.

2. The name, address and telephone number of the production company and the name, address and telephone number of the production company owner.

3. The name, address, telephone number and e-mail address of the person(s) in charge of the film production as the contact person.

4.

5.

6. The street address(es) of the location(s) at which filming will take place.

7. The dates and hours during which filming activity will occur.

8. An estimated number of persons, including cast and crew, to be involved.

9. List of equipment and generator, if any.

10. Number and type of vehicles.

a. Identify historic or period vehicles or equipment that will be used in the production.

11. List of any animals, pyrotechnics, hazardous chemicals, demolition of buildings or structures and/or use of residential vehicles proposed to be used and a safety plan to be used by the applicant in the event such items are used during the production.

12. Plan to minimize disruption of traffic and parking.

13. Requests for City services and equipment including but not limited to signs, barricades.

14. Insurance:

a. Certificate of liability insurance covering the event to be held and naming the City of Newburgh as an additional insured with limits of liability of at least $1,000,000 for each occurrence and $2,000,000 aggregate for bodily injury and $50,000 for each occurrence and $100,000 aggregate for property damage. All such policies must be written in the broadest form available by a company authorized to do business in New York State and of recognized financial standing which has been fully informed about the proposed event.

b. Worker's Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a film permit.

c. Hold Harmless Agreement: Applicants shall execute a hold harmless agreement as provided by the City prior to the issuance of a film permit under this ordinance wherein the applicant shall defend, hold harmless and indemnify the city of Newburgh against any and all claims, proceedings or action brought in connection with or as a result of the filming and/or recording activities.

Section 168-5. Filing of application and issuance of permit.

A. The application for a film permit shall be filed with the office of the City Manager in completed form together with all applicable fees no less than fourteen (14) days prior to the commencement of such filming activities.

B. The issuing authority shall be the City Manager or his/her designee. The City Manager may deny a permit in his or her sole and absolute discretion.

C. Any change in the applicant's/permittee's planned activities as set forth in the film permit applications shall be submitted to the City Manager or his/her designee at least 24 hours in advance of the change and approved or denied in the same manner as the original film permit application.

Section 168-6. Fees.

The fees for each filming permit shall be as set forth in Chapter 163, Fees, of this Code and shall include a non-refundable application fee, a fee for each permit issued, and a refundable security deposit all of which shall be paid to the City Manager or his/her designee. No film permit shall be issued to an applicant who owes the City money on a prior permit.

Section 168-7. Additional restrictions.

A. The applicant/permittee shall in the credits of the motion picture or television program, acknowledge the production was filmed in the City of Newburgh.

B. All filming activities, including set up and takedown activities, shall take place in the hours specified in the film permit.

C. Filming and/or recording activities as permitted under a film permit shall comply with all the requirements and standards of Chapter 212, Noise, of this Code of Ordinances.

D. The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.

E. The permittee is required to obtain the property owner's permission, consent and/or lease for use of property not owned or controlled by the City. No film permit may be issued for filming on a property with open Zoning Code, Building Code, Property Maintenance and/or Fire Code violations.

F. Filming and/or recording under a film permit shall comply with all requirements of the New York State Vehicle and Traffic Law and Chapter 288, Vehicles and Traffic, of this Code of Ordinances, except as follows:

1. The applicant/permittee shall obtain permission of the City Manager to park equipment, trucks, and/or cars in no parking, no standing and no stopping zones. The City Manager or his or her designee shall provide temporary "No Parking" signs which shall be posted by the applicant/permittee at least 24 hours prior to parking vehicles or equipment.
2. The applicant/permittee shall obtain the permission of the City Manager to string cable across sidewalks, or from generator to service point. Such cable or electrical lines shall be marked, taped and/or secured to avoid creating a hazardous condition.
3. The applicant/permittee shall furnish and install advance warning signs and any other traffic control devices required in order to take all appropriate safety precautions.
4. Traffic may be restricted to one 12-foot lane of traffic and/or stopped intermittently. The period of time that traffic may be restricted will be determined by the City, based on location.
5. Traffic shall not be detoured across a double line without prior approval of the City of Newburgh.
4. Unless authorized by the City, the camera cars must be driven in the direction of traffic and must observe all traffic laws.

G. Any emergency roadwork or construction by City crews and/or private contractors, under permit or contract to the appropriate department, shall have priority over filming activities.

H. A permittee under a film permit shall be required to personally deliver or to mail a copy of the film permit or a letter of intent to film to all owners of real property located within 100 feet of the property line of the filming and/or recording site as shown on the latest assessment roll of the City Assessor and to all owners of real property located on the same street as the filming and/or recording site who are located within 300 feet of a property line of such site at least two days for personal delivery or four postmarked delivery days for mailing prior to the first day of filming and/or recording. The City Manager may require notice to additional owners of real property in the vicinity if conditions of the filming and/or recording so require.

Section 168-8. Authority to promulgate regulations; waiver of provisions.

A. The City Manager may promulgate additional regulations in furtherance of the findings and purpose of this Chapter.

B. The City Manager may grant a waiver of a part or parts of this Chapter, and/or other City ordinances if the City Manager is so authorized therein, for a particular filming and/or recording

event on the City Manager's written finding that such waiver would be in the public interest of the surrounding neighborhood and/or City as a whole.

Section 168-9. Permit revocation, suspension, appeal.

A. Permit Revocation. A film permit may be revoked by the City Manager if the permittee, or any agent, employee, or contractor of the permittee fails to comply with the requirements set forth in this Chapter, or in the film permit, or if it is determined that the film permit application was false in any material detail.

1. Notice of the grounds for revocation of the film permit shall be provided in writing to the permit applicant or person in charge at the location of the filming activity.

2. Appeals of the film permit revocation shall be conducted in the manner specified in this Chapter.

B. Permit Suspension. The City police department and/or fire department officers assigned to supervise the filming activity site may suspend the film permit if at any time the filming activity poses an immediate hazard to persons or property and the location manager will not, or cannot, prevent the hazard after being instructed to do so by the officer. The grounds for the film permit suspension shall be provided in writing by the City film office to the permittee within two working days of the suspension.

C. Appeals. The film permit applicant or permittee may appeal a denial of a film permit, or a revocation, suspension, or permit condition. Such appeal shall be filed with the City Manager or his/her designee not later than five working days after the date written notice of the decision is made. Failure to timely file an appeal shall result in a waiver to the right to appeal. The appeal shall be reviewed by the City Manager or his/her designee. The decision of the City Manager or his/her designee shall be rendered in five working days and shall be final and is subject to judicial review pursuant to Article 78 of the New York Civil Practice Law and Rules.

Section 168-10. Penalties for offenses.

A. Each and every violation of this Chapter shall be punishable by a fine of not less than $250.00 and/or imprisonment not exceeding 15 days for each and every day a violation of this Chapter is found to exist.

B. The imposition of such fine and/or imprisonment shall not be the City's exclusive remedy in the event of a violation and the City shall have the right to pursue any and all other legal and equitable remedies available to it in connection with any violation of this Chapter.

Section 168-11. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

Section 2. This ordinance shall take effect immediately.