# City of Newburgh Council Work Session
## *Sesión de trabajo del Concejal de la Ciudad de Newburgh*
## *February 5,* 2015
6:00 p.m.
AGENDA

1. Presentations/ *Presentaciones*:

   a. A presentation by Patrick Normoyle from Excelsior Housing Group, LLC and Magnus Magnusson from Magnusson Architecture and Planning (MAP) on the Mid Broadway Site.

      *Una presentacion por Patrick Normoyle del Excelsior Housing Group, LLC y Pagnus Magnusson de Magnusson Arquitectura y Planificacion (Map) en el lugar de Broadway Medio.*

   b. A presentation by community group C.O.D.E. (Citizens Oppose Dirty Energy) on Crude Oil and Newburgh, New York.

      *Una presentación por un grupo de la comunidad conocido como C.O.D.E (Ciudadanos opuestos a energía sucia) en referente al petróleo crudo y Newburgh, New York.*

2. Grants/Contracts and Agreements / *Becas / Contratos y Convenios*

   a. Resolution No. 21-2015
   A resolution authorizing the City Manager to execute an amendment to an agreement between the City of Newburgh and Mesh Realty Group, Inc. to provide for the continuation of residential property management services.

   *Una resolución autorizando al Gerente de la Ciudad a llevar a cabo una enmienda a un acuerdo entre la Ciudad de Newburgh y Mesh Realty Group, Inc, para proveer la continuación de servicios de gerencia de propiedad residencial.*

3. Planning and Economic Development/Desarrollo Económico y Planificación

   a. Resolution No. (  )-2015
   A resolution authorizing the City Manager to grant an extension of time to rehabilitate the premises known as 304 First street (Section 22, Block 6, Lot 34) in the City of Newburgh.

   *Una resolución autorizando al Gerente de la Ciudad a otorgar una extensión de tiempo para rehabilitar el lugar conocido como 304 Calle 1ra ( Sección 22, Bloque 6, Lote 34) en la Ciudad de Newburgh.*

4. Discussion / *Discusión*:

   a. Police Body Cameras / Cámaras de Cuerpo Policiacas

   b. Demolition/ Demolición

   Hudson Valley Lighting 5 Scobie Drive Project / Proyecto de Hudson Valley Lighting 5 Scobie Drive
   - Lot Line Alignment / Alineamiento de la línea de terreno

5. Executive Session/ *Sesión Ejecutiva*:

   a. Pending litigation
   *Pleito pendiente*

   b. Matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

   *Negocios relacionados al historial médico, financiero, de crédito y empleo de una persona en particular o corporación, o tratos que se dirigen al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despedida o eliminación de una persona en particular o corporación*.

**RESOLUTION NO.: 21 - 2015**

**OF**

**JANUARY 28, 2015**

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

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

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

**WHEREAS**, such agreement expired on December 31, 2014; and

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

**WHEREAS**, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2015 to December 31, 2015; and

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

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

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

**AGREEMENT BY AND BETWEEN**

**THE CITY OF NEWBURGH, NEW YORK**

**AND**

**MESH REALTY GROUP, INC.**

**DATED: _____**

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2015 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

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

1. APPOINTMENT OF AGENT

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

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

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

3. TERM AND TERMINATION

   The term of this agreement shall commence on the 1st day of January, 2015 and shall end on the 31st day of December, 2015, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

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

Accepted by:

| | |
|---|---|
| MESH REALTY GROUP, INC. | CITY OF NEWBURGH, NY |
| _____ | _____ |
| Name: Rick Milton | Name: Michael G. Ciaravino |
| Title: Vice President | Title: City Manager |
| Date: _____ | Date: _____ |
| | Pursuant to Resolution No.: ____ - 2015 |

**SCHEDULE "A"**

1. 162 Broadway
2. 205 Broadway
3. 266 Carpenter Avenue
4. 66 Carson Avenue
5. 95 Carson Avenue
6. 34 Carter Street
7. 36 Carter Street
8. 35 Concord Street
9. 100 Courtney Avenue
10. 55 Farrington Street
11. 246 First Street
12. 63 Grove Street
13. 72 Hasbrouck Street
14. 81 Henry Avenue
15. 44 Johnes Street - 58-1-1.-10
16. 44 Johnes Street - 58-1-1.-21
17. 25 Johnston Street
18. 64 Johnston Street
19. 112 Johnston Street
20. 120 Johnston Street
21. 34 Lander Street
22. 8 Larter Street
23. 61 Liberty Street, W.H.
24. 279 Liberty Street
25. 16 Lutheran Street
26. 119 Montgomery Street
27. 164 N. Miller Street
28. 15 ½ Overlook Place
29. 170 Renwick Street
30. 182 Renwick Street
31. 184 Renwick Street
32. 7 Richman Avenue
33. 143 Washington Street
34. 126 William Street

Revised 1/16/2015

**RESOLUTION NO.: _____ - 2015**

**OF**

**FEBRUARY 9, 2015**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT AN EXTENSION OF TIME TO REHABILITATE THE PREMISES KNOWN AS 304 FIRST STREET (SECTION 22, BLOCK 6, LOT 34) IN THE CITY OF NEWBURGH**

**WHEREAS,** the City of Newburgh did convey the premises located at 304 First Street, more accurately described as Section 22, Block 6, Lot 34, on the official Tax Map of the City of Newburgh by deed dated November 30, 2012; and

**WHEREAS,** said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about May 30, 2014; and

**WHEREAS,** as permitted by the terms of sale, the City Manager has exercised his authority and granted an initial extension of time to complete the rehabilitation until August 30, 2014; and

**WHEREAS,** Jordan LLC, NY, the owner of property located at 304 First Street in the City of Newburgh, has been unable to comply with the deadline, but is attempting a good faith effort to complete the rehabilitation; and

**WHEREAS**, Jordan LLC, NY has requested that a further extension be granted through March 15, 2015; and

**WHEREAS,** the project has been reviewed by the appropriate staff and granting further extension has been recommended; and

**WHEREAS**, upon such recommendation this Council has determined that it would be in the best interests of the City of Newburgh to grant said extension;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Manager be and he hereby is authorized to grant Jordan LLC, NY an extension to rehabilitate the premises known as 304 First Street in the City of Newburgh, until March 15, 2015.