



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 11, 2017
7:00 PM

Mayor/Alcaldesa

1. Proposed Executive Session

An Executive Session to discuss 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.

Una Sesión Ejecutiva para hablar de temas con respecto al historial médico, financiero, crédito o laboral de una persona en particular o corporación, o temas que conducen al nombramiento, contratación, ascenso, descenso, despido o retiro de una persona en particular o una corporación.

2. Prayer/Rezo

3. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

4. Roll Call / Lista de Asistencia

Communications/Comunicaciones

5. Approval of the minutes of the meeting of August 14, 2017

Aprobación del acta de la reunión del 14 de Agosto de 2017

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

Presentations/Presentaciones

7. Certificate of Appreciation to Schnekwa L. McNeil - Lights on Newburgh
(Mayor Kennedy & Members of City Council)

Certificado de Apreciación a Schnekwa L. McNeil – Luces en Newburgh

8. Public Hearing - Proposed Amendment to LL No. 1-2015 Residency

A public hearing will be held on Monday, September 11, 2017 to hear comments concerning a proposed amendment to Local Law No. 1-2015

which adopted a residency requirement for department heads.

Se llevara a cabo una audiencia pública el Lunes, 11 de septiembre de 2017 para escuchar comentarios con respecto a una enmienda propuesta para la Ley Local No. 1-2015 la cual adopto un requerimiento de residencia para los jefes de departamentos.

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

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

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

9. Resolution No. 247 - 2017 CSX Agreement South Water Street Sewer Separation Project

Resolution authorizing the City Manager to execute a License Agreement with CSX Transportation, Inc. to allow the City and its contractors access to CSX property for a new utility crossing for the South Water Street Sewer Separation Project in the amount of \$6,225.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Contrato de Licencia con "CSX Transportación, Inc. Para permitir acceso a la Ciudad y a sus contratistas a la propiedad de CSX para un nuevo cruce de utilidades para el proyecto de separación de alcantarillado de la Calle "South Water" en la cantidad de \$6,225.00. (Jason Morris)

10. Resolution No. 248 - 2017 - Accepting the Donation of a UAV from Severn Trent Services

Resolution authorizing the City Manager to accept a donation of an UpAirOne G10 UAV (Unmanned Aerial Vehicle) from Severn Trent Services. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una donación de UpAirOne G10 UAV (Vehículo Aéreo No-Tripulado) de Servicios "Severn Trent". (Jason Morris)

11. Resolution No. 249 -2017 Community Resource Officer Program Agreement

Resolution authorizing the City Manager into an agreement with the Newburgh Enlarged City School District to provide police services in connection with the Community Resource Officer Program for compensation in the amount of one hundred thousand dollars (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con el Distrito Escolar de la Ciudad de Newburgh para proporcionar servicios de policía en conexión con el Programa de Oficiales para Recursos Comunitarios para compensación en la cantidad de \$100,000.00. (Katie Mack)

12. Resolution No. 250 -2017 - Use and Access Agreement for the Center for Hope for A Garden and Improvements at 61 Temple Ave

Resolution authorizing the City Manager to enter into a license agreement with NHS "Center for Hope" to allow use and access to a portion of 61 Temple Avenue (Section 42, Block 1, Lot 1) for a community garden. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licencia con NHS "Centro de Esperanza" para permitir el uso y acceso a una porción de la 61 de la Avenida Temple (Sección 42, Bloque 1, Lote 1) para un jardín comunitario. (Deirdre Glenn)

13. Resolution No. 251 - 2017 Use and Access Agreement for Strongroom to Investigate and Install a Temporary Site Specific Artwork at 120 Grand Street

Resolution authorizing the City Manager to enter into a license agreement with Strongroom to allow use and access to the Newburgh City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for an artwork display. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licencia con "Strongroom" para permitir el uso y acceso al Club de la Ciudad de Newburgh ubicado en la 120 de la Calle Grand (Sección 24, Bloque 2, Lote 17) para la exhibición de obras de arte. (Deirdre Glenn)

14. Resolution No. 252 -2017 Purchase of 41 Wisner Avenue

Resolution to authorize the conveyance of real property known as 41 Wisner Avenue (Section 32, Block 1, Lot 8) at private sale to Michael Rehberger for the amount of \$15,000.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 41 de la Avenida Wisner (Sección 32, Bloque 1, Lote 8) en una venta privada a Michaels Rehberger por un monto de \$15,000.00. (Deirdre Glenn)

15. Resolution No. 253 -2017 Purchase of 266 Carpenter Avenue

Resolution to authorize the conveyance of real property known as 266 Carpenter Avenue (Section 7, Block 7, Lot 42) at private sale to Magaly

Ortega for the amount of \$29,500.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 266 de la Avenida Carpenter (Sección 7, Bloque 7, Lote 42) en una venta privada a Magaly Ortega por un monto de \$29,500.00. (Deirdre Glenn)

16. Resolution No. 254 -2017 Purchase of 232 South William Street

Resolution to authorize the conveyance of real property known as 232 South William Street (Section 38, Block 4, Lot 54) at private sale to Hector Gualpa for the amount of \$16,500.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 232 de la Calle South William (Sección 38, Bloque 4, Lote 54) en una venta privada a Hector Gualpa por un monto de \$16,500.00. (Deirdre Glenn)

17. Resolution No. 255 -2017 Purchase of 182 Renwick Street & 184 Renwick Street

Resolution to authorize the conveyance of real property known as 182 Renwick Street (Section 45, Block 15, Lot 10) and 184 Renwick Street (Section 45, Block 15, Lot 11) at private sale to Gerard Zohouri and Michael Moscati for the amount of \$12,000.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 182 de la Calle Renwick (Sección 45, Bloque 15, Lote 10) y la 184 de la Calle Renwick (Sección 45, Bloque 15, Lote 11) en una venta privada a Gerard Zohouri y Michael Moscati por un monto de \$12,000.00. (Deirdre Glenn)

18. Resolution No. 256 -2017 Purchase of 545 South Street

Resolution to authorize the conveyance of real property known as 545 South Street (Section 14, Block 3, Lot 9.1) at private sale to Samuel Richard Kingfisher and Daniella Rose Kingfisher for the amount of \$2,400.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 545 de la Calle South (Sección 14, Bloque 3, Lote 9.1) en una venta privada a Samuel Richard Kingfisher y Daniella rose Kingfisher por un monto de \$2,400.00. (Deirdre Glenn)

19. Resolution No. 257 - 2017 supporting Amplifier Inc.'s NEA Our Town Grant Application

Resolution of the City Council of the City of Newburgh, New York supporting the application of Amplifier Inc. for a National Endowment for the Arts “Our Town” grant for the integration of arts and culture into community revitalization projects. (Deirdre Glenn)

Una resolución del Consejo Municipal de la Ciudad de Newburgh, Nueva York apoyando la aplicación de Amplifier Inc. Para una dotación Nacional para las Artes “Nuestra Ciudad” para integración de artes y cultura en los proyectos de revitalización de la comunidad. (Deirdre Glenn)

20. Ordinance No. 12 - 2017 Amendment to Section 220-26 Hours of Use of Other City Parks and Recreation Areas

An Ordinance amending Chapter 220 of the Code of Ordinances entitled "Parks and Recreation Areas" limiting to the use or parking of motor vehicles in designated parks and recreation areas. (Michelle Kelson)

Una Ordenanza enmendando el Capítulo 220 del Código de Ordenanzas titulado Parques y Áreas de Recreación” limitando el uso o estacionamiento de vehículos motorizados en parques designados o áreas de recreación. (Michelle Kelson)

21. Ordinance No. 13. 2017 amending Section 288-66 of the Code of Ordinances adding Stop Signs at the intersection of Carpenter Avenue and Gidney Avenue

Ordinance amending Section 288-66 of the Code of Ordinances adding Stop Signs at the intersection of Carpenter Avenue and Gidney Avenue. (Michelle Kelson)

Una Ordenanza enmendando Sección 288-66 del Código de Ordenanzas agregando Señales de “Parar” en la intersección de la Avenida Carpenter y la Avenida Gidney. (Michelle Kelson)

22. Ordinance No. 14 - 2017 adding a loading zone at 1 Commercial Place

Ordinance amending Section 288-79, Schedule XXI of the Code of Ordinances to add a Loading Zone at One Commercial Place. (Michelle Kelson)

Una Ordenanza enmendando Sección 288-79, Programación XXI del Código de Ordenanzas para agregar una Zona de Embarcación en One Commercial Place. (Michelle Kelson)

23. Ordinance No. 15 - 2017 East Parmenter St

An Ordinance Amending Section 288-62, Schedule Iv: One Way Streets Of The Code Of The City Of Newburgh To Extend One-Way Traffic On East Parmenter Street To Federal Street And To Add One-Way Traffic On Federal Street From East Parmenter Street To Washington Street.

Una Ordenanza Enmendando Sección 289-62, programación IV: Calles de un Solo Sentido del Código de la Ciudad de Newburgh para extender el trafico unidireccional en la Calle "East Parmenter" hasta la Calle "Federal" y agregar trafico unidireccional en la Calle "Federal" desde la Calle "East Parmenter" hasta la Calle "Washington".

24. Resolution No. 258 -2017 - Scheduling Public Hearing

Resolution scheduling a public hearing for September 25, 2017 to hear public comment concerning further amendment to the income levels and exemption term of Chapter 270 "Taxation" Article V "Exemption for First-time Homebuyers of Newly Constructed Homes" of the Code of the City of Newburgh. (Michelle Kelson)

Una resolución programando una audiencia pública para el 25 de septiembre de 2017 para escuchar los comentarios públicos con respecto a enmiendas adicionales a los niveles de ingresos y termino de excepción del Capítulo 270 "Impuestos" Artículo V "Excepción para compradores de hogares por primera vez de Hogares Nuevos Construidos" del Código de la Ciudad de Newburgh. (Michelle Kelson)

25. Resolution No. 259 -2017 Cyber/Electronic and Telephonic Communications Policy

Resolution adopting the City of Newburgh Cyber/Electronic and Telephonic Communications Policy. (Michelle Kelson)

Una resolución adoptando la Póliza Ciber/Electrónicas y Comunicaciones Telefónicas de la Ciudad de Newburgh. (Michelle Kelson)

26. Resolution No 260-2017 - Mill Street Partners

A Resolution Of The City Council Of The City Of Newburgh Expressing Support For The Release Of The Deed Restriction Contained In The Deed From The Newburgh Housing Authority To The City Of Newburgh Conveying Property Known As 18 Johnston Street (Section 30, Lot 3, Block 38) In Connection With The Redevelopment Of City Owned Properties Known As The Mid-Broadway Site.

Una Resolución del Concejo Municipal de la Ciudad de Newburgh expresando apoyo para la liberación de escrituras restrictivas el cual se encuentra en la Escritura de la Autoridad de Viviendas de Newburgh a la

Ciudad de Newburgh transfiriendo la Propiedad conocida como la 18 de la Calle Johnston (Sección 30, Lote 3, Bloque 38) en conexión con la reurbanización de las propiedades de la Ciudad conocidas como el sitio "Mi-Broadway".

27. Resolution No. 261 -2017 - Iemma

A resolution authorizing the city manager to execute a payment of claim with Anthony Iemma jr., Anthony Iemma sr. and Maria e. Iemma in the amount of \$45,000.00.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un pago de reclamo con Anthony Iemma Jr., Anthony Iemma Sr. Y Maria E. Iemma por el monto de \$45,000.00.

28. Resolution No. 262 - 2017 Safety Issue East Parmenter Street & S. Miller Street

A Resolution Authorizing The Installation Of A "Children At Play" Sign On East Parmenter Street And South Miller Street.

Una resolución autorizando la instalación de un letrero de "Niños Jugando" en la Calle East Parmenter y la Calle South Miller.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 245 - 2017

OF

AUGUST 14, 2017

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 11, 2017 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 11th day of September, 2017, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Aug. 14, 2017
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 15th day of Aug 20 17

Katrina Cotten
Deputy City Clerk

LOCAL LAW NO.: _____-2017

OF

_____, 2017

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1- TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 of entitled "Residency Requirements" of the Code of the City of Newburgh."

SECTION 2- AMENDMENT

§ 3.12 of the City Charter is hereby amended as follows:

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh on or after January 13, 2015 shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City as of January 12, 2015 and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

Underlining denotes additions

~~Strikethrough~~ denotes deletions

4. Notwithstanding any provisions of this Section to the contrary, any person who is employed by the City on INSERT DATE AFTER DATE OF ADOPTION and who was not a City resident as of that date, shall not be required to comply with the requirements of this Section upon the appointment to an officer position.

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

RESOLUTION NO.: 247 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CSX TRANSPORTATION, INC. TO ALLOW THE CITY AND ITS CONTRACTORS ACCESS TO CSX PROPERTY FOR A NEW UTILITY CROSSING FOR THE SOUTH WATER STREET SEWER SEPARATION PROJECT IN THE AMOUNT OF \$6,225.00

WHEREAS, the City of Newburgh has identified certain sewer connections which discharge directly to the City's combined sewer overflows rather than to the City's waste water treatment plant; and

WHEREAS, the City of Newburgh has evaluated and designed a project for the remediation of illicit sewer discharges in the area of South Water Street and Washington Street; and

WHEREAS, by Resolution No. 213-2017 of August 14, 2017, this Council awarded a bid for the construction of the South Water Street Sewer Separation Project (the "Project"); and

WHEREAS, the Project requires a construction of a new utility crossing over, under or across property owned or controlled by CSX Transportation, Inc. ("CSX") requires the City to enter into a facility encroachment agreement to perform the construction repair work on property owned or controlled by CSX and the funding for said agreement fee shall be derived from EFC Funding for CSO LTCP Project C3-7332-11; and

WHEREAS, this Council finds that entering into a facility encroachment agreement with CSX in order to complete the construction of the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute a facility encroachment agreement in the amount of \$6,225.00 with CSX Transportation, Inc., in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for a new utility crossing for the South Water Street Sewer Separation Project.

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of July 21, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF NEWBURGH, NY, a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 83 Broadway, Newburgh, New York 12550, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Newburgh, Orange County, New York, Albany Division, River Subdivision, Milepost QR-56.35, Latitude N41:29:45.00, Longitude W74:00:26.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection

regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors shall have the right to do so at the expense of Licensee, but Licensors shall not be liable for failure to do so.

12. LICENSORS'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensors to accommodate Licensee's continued use of Licensors's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensors's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within

thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensors at least thirty (30) days written notice before doing any work on Licensors rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensors web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensors Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensors needs to contact Licensee concerning an emergency involving Licensees Facility(ies), the emergency phone number for Licensee is: 845-569-7448.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensors at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensors prior written consent to any assignment of Licensees interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensors written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its

option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors' title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors' existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors' title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors' property occupied by the Encroachments, nor shall the exercise of this Agreement for

any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at

eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

CITY OF NEWBURGH, NY

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

Authority under Ordinance or

Resolution No._____,

Dated _____.

Agreement Checklist

Please perform the following when executing the attached instrument:

- X Sign the signature page in order to execute the agreement. Once of the following should apply.

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President, or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. **(Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.)** If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If the Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

- X NAME(S) and TITLE (S) of person (s) executing the agreement must be typed or printed in ink directly beneath signature (s).
- X **Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax identification Number is required.**
- X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured in the Description Box on the certificate, which is required under the INSURANCE Article, Certificate Holder address should be as follows:

CSX Transportation
Speed Code J180
500 Water Street,
Jacksonville FL 32202.

Questions regarding the insurance requirements should be directed to this office for handling.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: patty.muncy@reaganinsurance.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

The Licensee/Lessee/Industry identified in the agreement must be the named insured. CSXT will not accept the contractor's CGL certificate.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$		X				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X				WC STATUS: ☐ TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ ☒ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

CERTIFICATE HOLDER

CANCELLATION

CSX Transportation, Inc.
500 Water Street, J180
Jacksonville, FL 32202

Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.



Page 1 of 1
Account/Contract No. CSX844044

Customer Project No. 481005

Date 1/0/1900

Invoice

Customer

City of Newburgh, NY
83 Broadway
Newburgh, NY 12550

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 6,225.00

Fees Summary

Application Review Fee	\$	1,950.00
Railroad Protective Liability	\$	1,125.00
Utility License Fee	\$	5,100.00
Money on File	Check 00041444	\$ (1,950.00)

Total Current Fees in U.S. dollars \$ 6,225.00

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:

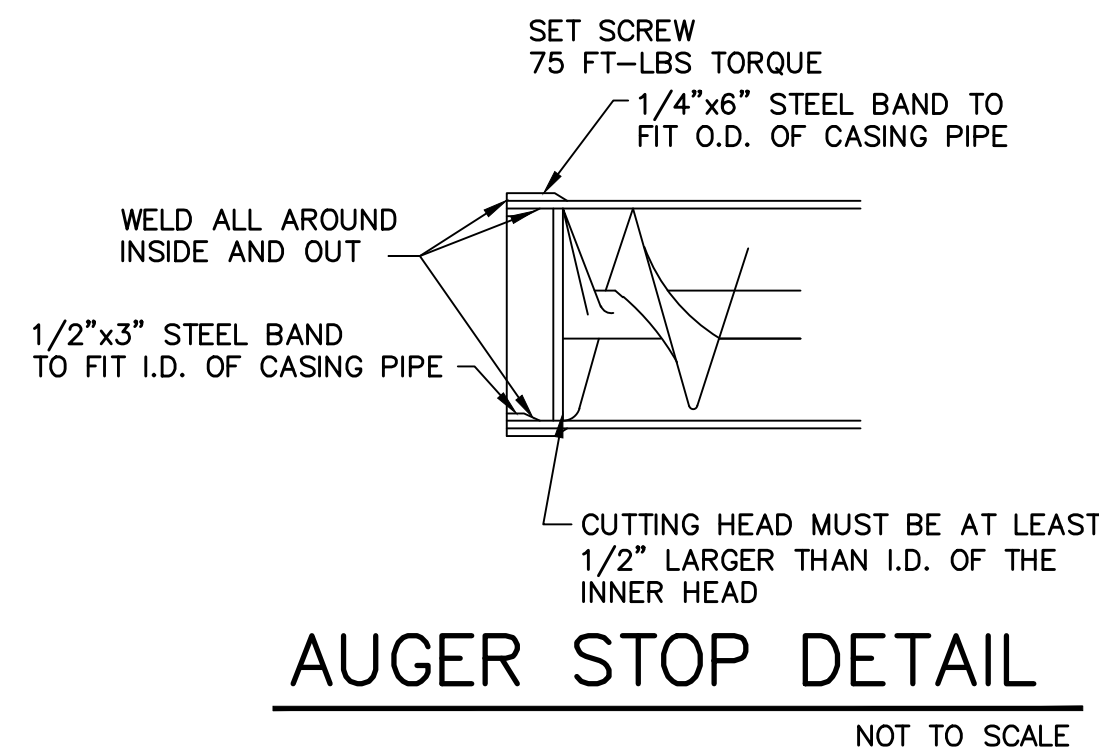
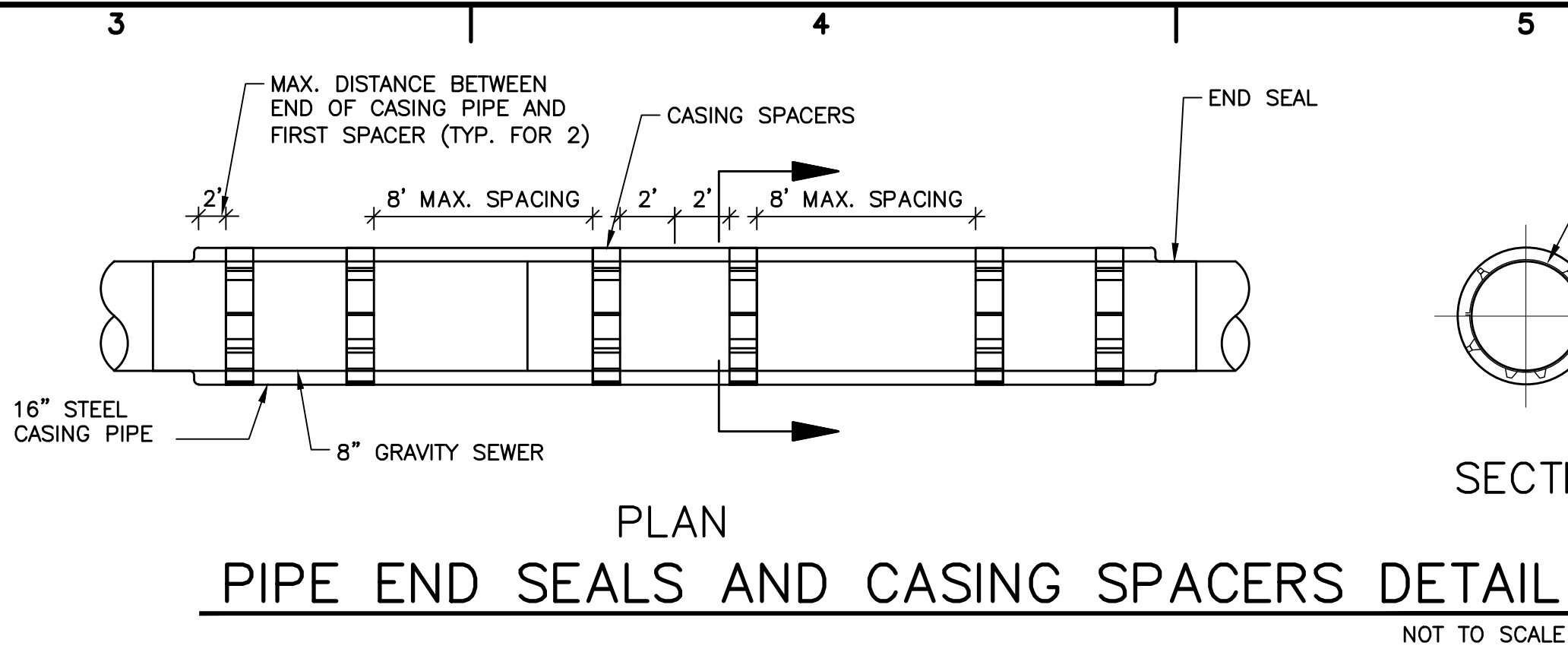
500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:

500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

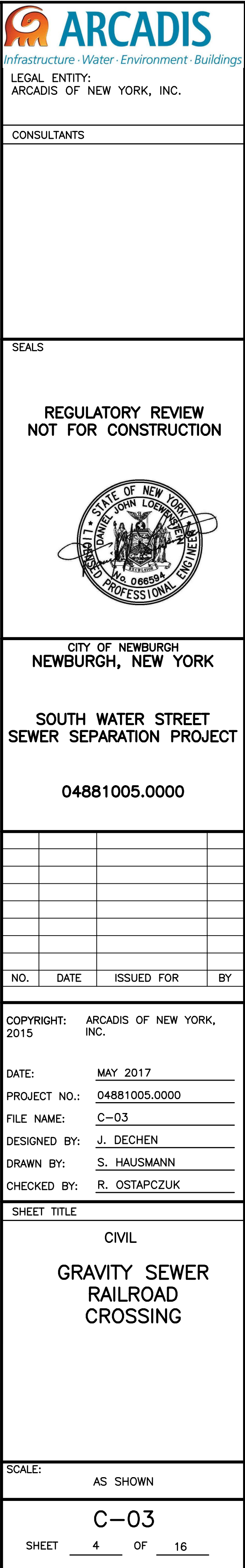
ana_mcdowell@csx.com
904.279.4839



ITEM	CARRIER PIPE	CASING PIPE
CONTENTS	SEWER	CARRIER PIPE
NORMAL OPERATING PRESSURE	NONE	NONE
NOMINAL SIZE OF PIPE	8"	16"
OUTSIDE DIAMETER	8.4"	16"
INSIDE DIAMETER	7.9"	15.25"
WALL THICKNESS	0.5"	0.375"
WEIGHT PER FOOT	4.24 LBS.	62.58 LBS.
MATERIAL	PVC	STEEL
PROCESS OF MANUFACTURE	EXTRUSION	N/A
SPECIFICATION	ASTM D3034	ASTM A53
GRADE OR CLASS	SDR 35	TENSILE STRENGTH-60,000 PSI MIN. YIELD POINT-35,000 PSI MIN.
TEST PRESSURE	N/A	N/A
TYPE OF JOINT	BELL & SPIGOT	WELDED
TYPE OF COATING	N/A	NONE
DETAILS OF CATHODIC PROTECTION	NONE	NONE
DETAILS OF SEAL OR PROTECTION AT ENDS OF CASING	N/A	SEALED WITH BRICK & MORTAR WITH DRAINAGE HOLES
METHOD OF INSTALLATION	PUSHED THRU	PUSHED THRU



1. THE CONTRACTOR SHALL DETERMINE THE SIZE AND TYPE OF STEEL SHEET PILING IN THE JACKING AND RECEIVING PITS. CONTRACTOR SHALL PROVIDE DETAILS OF THE METHOD OF INSTALLATION AND THE SHEETING AND BRACING SYSTEM DESIGNED BY A N.Y.S. LICENSED PROFESSIONAL ENGINEER.
2. ALL WORK SHALL CONFORM TO THE CONDITIONS OF THE PERMIT WITH CSX.
3. UNLESS OTHERWISE ALLOWED BY THE ENGINEER AND CSX, JACKING OPERATIONS SHALL BE CONTINUOUS AND WITHOUT INTERRUPTION.
4. SHEETING TO EXTEND 4' ABOVE ORIGINAL GROUND ON ALL SIDES FACING TRAFFIC AND MIN. 10' RETURNS ON SIDES UNLESS OTHERWISE NOTED ON THE DRAWING.
5. SHEETING LEFT IN PLACE (IF ALLOWED BY OWNER) TO BE PRE-DRIVEN TIGHT STEEL SHEETING AND UPON COMPLETION OF THE PIPE INSTALLATION, CUT-OFF 2' BELOW FINISHED GRADE AND ALL OTHER SHEETING REMOVED.
6. THE CONTRACTOR SHALL PROVIDE A 4' SAFETY FENCE AROUND ALL PITS. CONTRACTOR SHALL PROVIDE CONCRETE BARRIER IN ROADWAY.
7. ENDS OF CASING SHALL BE SEALED WITH BULKHEADS OF BRICK AND MORTAR AND FURNISHED WITH WEEP HOLES AT LOW END. (BOTH ENDS OF LEVEL). ANNUAL SPACE SHALL BE FILLED WITH PEA STONE THAT HAS BEEN PNEUMATICALLY TREMIE PLACED TO AVOID ANY VOIDS IN THE FILL.
8. THE JACKING AND RECEIVING PITS SHALL BE BACKFILLED WITH SELECT GRANULAR FILL MATERIAL TO 1' OVER THE TOP OF THE PIPE. THE REMAINDER OF THE BACKFILL SHALL BE SUITABLE EXCAVATED MATERIAL.
9. UTILITIES ARE SHOWN IN THEIR RELATIVE POSITION AND FOR INFORMATION ONLY. THEIR EXACT LOCATION SHALL BE DETERMINED BY CONTRACTOR PRIOR TO ANY CONSTRUCTION.
10. TEST PITS NECESSARY FOR EXISTING CONDITION VERIFICATION SHALL BE BACKFILLED DAYS WORK END WITH SELECT GRANULAR MATERIAL IN 6" LIFTS, WELL COMPACTED. NO TEST PIT TO BE LEFT OPEN DURING NIGHT PERIODS.
11. EXCAVATIONS THAT DISTURB SURFACE MATERIALS AND SUBBASES ADJACENT TO EXISTING RAILROAD BED SHALL BE REPLACED WITH LIKE MATERIAL OF SAME THICKNESS.
12. UNLESS OTHERWISE SPECIFIED, ALL EXCAVATIONS WITHIN CSX RIGHT-OF-WAY MUST BE BACKFILLED WITH SUITABLE MATERIAL COMPACTED IN ACCORDANCE WITH SPECIFICATIONS.
13. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH CSXT SPECIFICATIONS, DESIGN & CONSTRUCTION STANDARD SPECIFICATIONS, PIPELINE OCCUPANCIES, DATED FEBRUARY 10, 2017.
14. THE INSTALLATION METHODS WILL BE REVIEWS BY CSXT AND MONITORED IN THE FIELD BY THE CSX FLAGMAN AND/OR CSX APPOINTED INSPECTOR.
15. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT REPRESENTATIVE EACH DAY BEFORE BEGINNING WORK ON OR UNDER THE RIGHT OF WAY.
16. ALL CSXT COSTS ASSOCIATED WITH THE PIPE INSTALLATION (INSPECTION, FLAGGING, TRACK WORK, PROTECTION OF SIGNAL CABLES, ETC.) SHALL BE REIMBURSED TO CSXT BY THE CONTRACTOR. ESTIMATES FOR RAILROAD COSTS WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY WORK ON RAILROAD RIGHT-OF-WAY.
17. CONTRACTOR, UPON COMPLETION OF THE PROJECT, SHALL LEAVE CSXT PROPERTY IN NEAT CONDITION, SATISFACTORY TO CSXT REPRESENTATIVE.
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE STATE ONE-CALL AGENCY (U.F.P.O.) FOR UTILITY LOCATES AS REQUIRED BY LAW.



RESOLUTION NO.: 248 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A DONATION OF AN UP AIR ONE G10 UAV (UNMANNED AERIAL VEHICLE)
FROM SEVERN TRENT SERVICES**

WHEREAS, Severn Trent Services has offered to donate an UpAirOne G10 UAV (unmanned aerial vehicle) to the City of Newburgh; and

WHEREAS, this equipment will be used in the City of Newburgh's Engineering Department for inspection services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the UpAirOne G10 UAV (unmanned aerial vehicle) donated by Severn Trent Services, with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: 249 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE
NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO PROVIDE
POLICE SERVICES IN CONNECTION WITH THE
COMMUNITY RESOURCE OFFICER PROGRAM FOR COMPENSATION IN THE
AMOUNT OF ONE HUNDRED THOUSAND DOLLARS**

WHEREAS, the City of Newburgh and the Newburgh Enlarged City School District wish to enter into a cooperative agreement to provide the presence and services of City police officers in schools in and for the Newburgh Enlarged City School District; and

WHEREAS, such officers can provide valuable education, security, an enhanced learning environment, role modeling, timely response and other valued benefits; and

WHEREAS, this Council has reviewed the attached agreement and finds that the execution of 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 he is hereby authorized to enter into an agreement with the Newburgh Enlarged City School District, in substantially the same form as annexed hereto with such other terms and conditions as may be required by the Corporation Counsel, to provide police services in connection with the Community Resource Officer Program for the 2017-2018 school year for compensation paid by the District to the City of Newburgh in the amount of One Hundred Thousand (\$100,000.00) Dollars.

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS ____ DAY OF _____, 2017 by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter “the Board of Education”) and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as “the City”).

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter “CRO”), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2017 through August 31, 2018 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.

3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.
4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the

affected building.

10. It is understood and agreed that the CROs to be appointed by the City of Newburgh Police Department shall have the following qualifications:
 - (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
 - (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
 - (c) The CRO shall be capable of conducting in depth criminal investigations;
 - (d) The CRO shall possess an even temperament and set a good example for students;
 - (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:
 - (a) Consult with and coordinate activities as requested by a school's principal.
 - (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
 - (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
 - (d) Encourage group discussions about law enforcement with students, faculty and parents;
 - (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary

infractions that do not constitute violations of law;

- (f) Attend meetings with parents and faculty groups to solicit their support and understanding of the CRO school program and to promote awareness of law enforcement functions;
- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;

- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.
12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board

and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2017 – June 30, 2018 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2018.

BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT

Dr. Roberto Padilla
SUPERINTENDENT OF SCHOOLS

CITY BOARD OF THE CITY OF NEWBURGH

Michael G. Ciaravino
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:

Document Title: _____

Approved as to Form:

MICHELLE KELSON
Corporation Counsel
Per Res. No. _____

DATE

KATHRYN MACK
City Comptroller
Per Res. No. _____

DATE

RESOLUTION NO.: 250 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH NHS “CENTER FOR HOPE” TO ALLOW USE AND
ACCESS TO A PORTION OF 61 TEMPLE AVENUE (SECTION 42, BLOCK 1, LOT 1)
FOR A COMMUNITY GARDEN**

WHEREAS, NHS “Center for Hope”, in conjunction with technical assistance and funding from Scenic Hudson, is looking to expand its existing student gardening program to the east side of Crystal Lake as a site for cultivating fruits, berries, and other larger plantings; and

WHEREAS, there is not currently adequate land at the Downing Park Urban Farm nor at its Washington Street garden to accommodate all of the students or all of the types of plants they wish to grow, especially fruit trees and berries; and

WHEREAS, Crystal Lake is currently underutilized and subject to dumping due to lack of oversight and regular activity and the students also would engage in regular trash clean-up and maintenance of the grounds around the entrance to Temple Ave and their garden site; and

WHEREAS, the proposed garden expansion would be located at 61 Temple Ave, more accurately described as Section 42, Block 1, Lot 1 on the official Tax Map of the City of Newburgh, and access to the property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with NHS “Center for Hope” to allow access to City-owned property known as 61 Temple Avenue (Section 42, Block 1, Lot 1) for the purpose of expanding its student gardening and farming program.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2017, by and between:

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

NHS "CENTER FOR HOPE", with an address of _____
("Licensee").

WHEREAS, the City is the owner of a parcel of vacant land located at 61 Temple Avenue in the City of Newburgh, and more accurately described as Section 42, Block 1, Lot 1 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking gardening and farming activities in connection with its student gardening program;

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

Section 1. Grant of License. The City hereby represents that it owns 61 Temple Avenue in the City of Newburgh, and more accurately described as Section 42, Block 1, Lot 1 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, students, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 61 Temple Avenue, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform certain gardening and farming work as part of a student gardening and urban farming program administered by Licensee.

Section 2. Use of and Access to 61 Temple Avenue ("the Property"). Entry to the Property is limited to the use and access necessary to create, plant and maintain an urban garden and farm undertaken by the student gardening and farming program administered by the Licensee. Licensee shall not engage in any tree clearing activities. Licensee shall access the Property through the existing roadway known as Temple Avenue and shall make all reasonable efforts to prevent the urban garden and farm from encroaching into the existing roadway. The Licensor will provide removable locking bollards to replace the existing concrete jersey barrier. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the entrance to Temple Ave and its garden site. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property.

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

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

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

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

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

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

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

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

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other at midnight December 31, 2022. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

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

Section 8. Termination of License. Either party may terminate this license prior to December 31, 2022, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary by operation of law or pursuant to this license agreement or that the operation of said garden and/or farm is deemed unsatisfactory by the City and in the City's sole reasonable discretion.

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

NHS CENTER FOR HOPE
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller



Community garden
38'x 44'

Property Boundaries

Mapped roadway

Note: Locations to be
approved by the City of
Newburgh prior to start
of work.

Crystal Lake Proposed Gateway

8.30.17



2 Removable bollards

Community garden
38' x 44'

Property boundaries

Mapped roadway

Note: Locations to be
approved by the City of
Newburgh prior to start
of work.

Crystal Lake Proposed Gateway

8.30.17

RESOLUTION NO.: 251 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH STRONGROOM TO ALLOW USE AND ACCESS TO
THE NEWBURGH CITY CLUB LOCATED AT 120 GRAND STREET
(SECTION 24, BLOCK 2, LOT 17) FOR AN ARTWORK DISPLAY**

WHEREAS, Strongroom, a non-profit organization producing contemporary art installations, has invited artist Martin Roth to propose a site-specific work in the City of Newburgh; and

WHEERAS, Strongroom and Martin Roth propose a homage to Andrew Jackson Downing in the only building of his design still standing in the City of Newburgh in the form of a condensed version of Andrew Jackson Downing's original design for New York City's Central Park to be installed inside the walls of the City Club located at 120 Grand Street, more accurately described as Section 24, Block 2, Lot 17 on the official Tax Map of the City of Newburgh, and open for the public to observe and enjoy; and

WHEREAS, the proposed installation would include paths and benches for the public to enjoy along with a subtle sound system to reflect the sounds of the growing plants and movement by people and nature among them to create a "natural" concert hall; and

WHEREAS, the proposed art installation requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Strongroom to allow access to City-owned property known as the City Club located at 120 Grand Street (Section 24, Block 2, Lot 17) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2017, by and between:

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

STRONGROOM", a non-profit corporation with an address of _____ ("Licensee").

WHEREAS, the City is the owner of the City Club located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit;

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

Section 1. Grant of License. The City hereby represents that it owns the City Club, located at 120 Grand Street in the City of Newburgh, and more accurately described as Section 24, Block 2, Lot 17 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 120 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display.

Section 2. Use of and Access to 120 Grand Street ("the City Club"). Entry to the City Club is limited to the use and access necessary to install and display a temporary art exhibit for public viewing. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall perform regular trash clean-up and maintenance of the grounds around the City Club. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work in or on the City Club. Licensee acknowledges that the City intends to convey the City Club to a developer and shall cooperate with the City's developer, and its partners, employees, agents and contractors, in connection with any and all pre-development activities that may be authorized by the City during the term of this license agreement.

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

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

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

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

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

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

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

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

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

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other on the earlier of the conveyance of the City Club by the City to a third party or midnight December 31, 2018.

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

Section 8. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

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

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

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

STRONGROOM
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

STRONGROOM presents

Martin Roth: “A Home With a Garden” (Title TBC)

Proposal for temporary installation
by artist Martin Roth in the
Newburgh City Club,
120 Grand St. in collaboration with
STRONGROOM



Brief summary of project

STRONGROOM, a non-profit organization producing contemporary art installations, invited artist Martin Roth to propose a site-specific work in the City of Newburgh.

He would like to turn the site known as the Newburgh City Club at 120 Grand Street, into a temporary park and artwork, which would essentially be a condensed version of Andrew Jackson Downing's original design for Central Park inside the walls of the structure. Among the plantings would be paths and benches for the public to enjoy.

A subtle sound installation will also be installed, which would reflect the sound of the plants themselves through small sensors placed on their leaves. Growth, the wind blowing, or a visitor moving amongst the plants, would create the sound. This will create a kind of "natural" concert hall in Newburgh.

This project honors Downing, one of Newburgh's most important historical figures and creator of this building. The tradition of American Landscape design being born in Newburgh is a little known fact, but this project will connect the dots and celebrate our history by presenting Downing's original Central Park plan (later altered and executed by his students Calvert Vaux and Frederick Law Olmstead after he died).

Conceptually the artist is most interested in this unrealized plan by a great master, and Downing's perspective that houses should be part of nature. Parks are domesticated versions of nature, and bringing the park plan inside this home is a way to emphasize both the domestication of nature, and literally create a house that is part of nature.

Extended summary of project

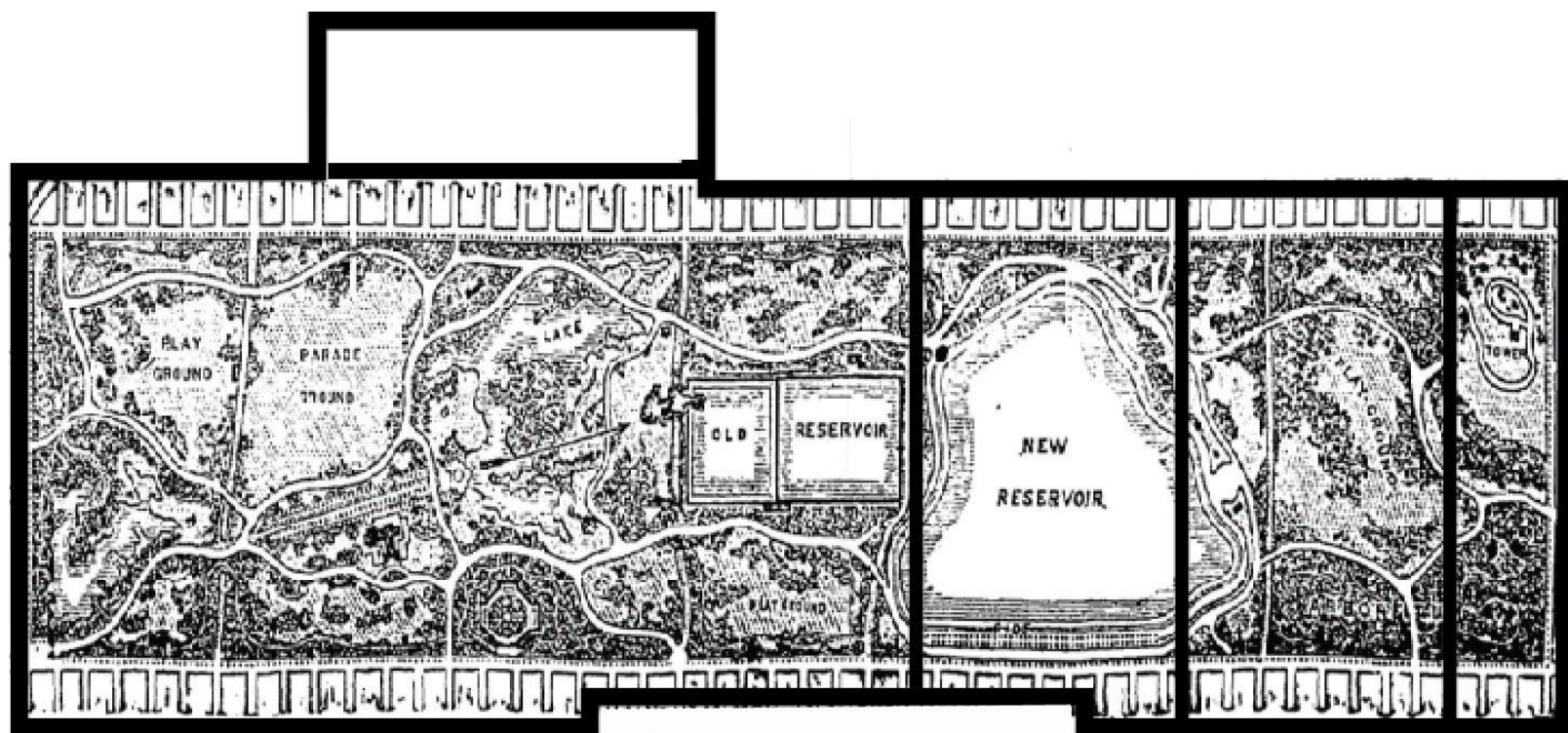
Without human disturbance (and without a roof) nature has been able to thrive inside the walls of the former City Club. “While citizens of Newburgh are very aware of nature overtaking buildings and mainly see this as a nuance I want to alter and shape the environment inside the building to emphasize the beauty in nature reclaiming a site in an urban setting.”

This magical garden with pathways crisscrossing an environment filled with trees, roses, wildflowers, and water features, will of course be only temporary until development of the site takes place. Martin Roth says “I strongly believe that art should be subject to risks of being alive, allowed to grow, grow old, and ultimately even allowed to die”

“For the duration of the exhibition I would like the City Club to exist in two parallel realities: as the site of the former City Club but also as the home of this new extraordinary illusionary public garden. I want to work closely with the natural environment of trees and bushes that already exist inside the City Club but I want to alter it and in a sense cultivate it with more colorful plants and rare flowers. I believe that if you change reality just a little bit, everything changes.”

Referencing A.J. Downing’s ideas for this building when it was first built as the home of William Culbert, it will be as Downing stated, “a home with a garden”. More specifically, it will be a home with a view – an internal view. While the building was used as the Newburgh City Club, it was a club for the city’s leading businessmen and politicians in the past - in today’s political climate it will be especially exciting to make a statement that makes this space a club for everyone in Newburgh.

















About the Artist, Martin Roth

Martin Roth was born in Austria and lives and works in New York City. He received an MFA from Hunter College, New York in 2011. Previous to that he studied at Salzburg International Summer Academy of Fine Arts and SOMA, Mexico City.

Roth has exhibited internationally, including group exhibitions at The Hessel Museum of Art, Annandale-on-Hudson, NY; Künstlerhaus and mumok, Vienna, Austria; Dittrich & Schlechtriem, Berlin, Germany; The Artist's Institute and Kunstraum, New York, NY; and solo shows at Capital Gallery, San Francisco, CA; Biquini Wax, Mexico City, Mexico; and Louis B. James, New York, NY. Most recently he had a solo exhibition at the Austrian Cultural Foundation in New York City.

In his installations, Roth often plays with the clash of natural and artificial. His practice has consistently pushed at the various interdependencies that make up one's habitat, calling into question the idea of a "natural environment" through a mutual contamination of organic and artificial elements. Often circling around the nurture of living organisms, his works are strangely intimate and invite the viewer if not to engage directly, at least to consider their relationship to the work on a human scale.

To see examples of Martin's previous works, please visit: <http://martinroth.at/en/>

About Strongroom

Strongroom is a 501(c)(3) organization founded in 2015 and based exclusively in Newburgh. We do not have a permanent space. Instead, our mission is to bring high-quality contemporary art installations and related public programs to various neighborhoods in Newburgh, utilizing empty spaces through temporary site-specific installations by established artists.

Since founding, Strongroom has produced four site-specific projects in the City of Newburgh. Most recently we installed a 35-foot photo collage featuring Liberty Street by artist Jennifer Williams on the corner of Broadway and Liberty.

Newburgh is an incredibly inspiring place for artists. The connection between art, architecture, and history, have proven to be an important thread in Strongroom's programming so far.

Strongroom was founded by Kelly Schroer, who has been a Newburgh resident since March 2014. Kelly has an MA in Contemporary Art and BA in Art History, and has worked in the art world for over a decade in both non-profit and commercial sectors, as well as an independent curatorial practice. She is currently a Sales Associate at David Zwirner, an international blue-chip commercial contemporary art gallery in NYC (full time commuter!)

For images of our past projects, please see our website: www.strongroom.us

Technical details

Sound installation:

The garden will serve as a “natural concert hall” by creating its own sound. For this the artist will connect several larger trees and bushes growing inside the building to a "music of the plants" device. This device would allow the trees and plants to play their own sound. This plant device was developed by a group of scientists with a background in electronics in order to investigate how plants perceive and act. Two electrodes will be connected to each plant measuring and mapping the variation of the electrical resistance of the plant and turning them into musical notes in the synthesizer. Several outdoor speakers would be arranged around the edges of the interior of the space. The sound will be subtle and calming.

We will need access to an electrical outlet for the midi transmitter and speakers (perhaps via the library or temporary wiring)

Garden installation:

The plan and plantings for the garden are based on Downing's original Central Park plan, and will be heavily researched through his writings and known sites, including his estate on Grand Street in Newburgh. Examples of plantings would include: Wisteria, hydrangeas, daisies, sedums, roses, Russian sage, rosemary, long grasses, wild flowers, Japanese iris, hibiscus, phlox, peonies, hollyhocks, lilies, achillea, and tomato and strawberry plants, for starters. Also incorporated would be butterflies, bees, and crickets.

Ideally we could have access to a hydrant or water source for initial planting and maintenance.

Timeline and Funds

Timeline:

We would like to realize this project for summer of 2018. The plantings can take some time however, so **ideally we could have access as early as October of this year** to plant a few things which take longer to grow (including sub-zero roses). The remainder of the planting can happen in the Spring (March/April 2018) with the opening of the garden soon after.

Funding:

Strongroom will fund the project in its entirety, including a report from a structural engineer to confirm stability of the structure, if required.

Insurance:

Strongroom has liability insurance and will provide the City of Newburgh with an additionally insured certificate.

Public access and programs

Ideally the park will be open to the public during daylight hours 7 days a week, until development needs to get underway.

The artist will lead several discussions over the course of the installation, in regards to his artistic practice generally, historical relevance of the installation, and technical information on the sound piece.

Strongroom and the artist would also work together on producing other public programs in the garden which could include concerts, performances, readings, and workshops over the duration of the installation which could include Newburgh history, urban farming and urban planning, or any other related educational topics you can think of! The beauty of contemporary art is its relationship as an entry point to many fields and topics of discussion.

THANK YOU FOR YOUR CONSIDERATION

Your willingness to read and consider this proposal is much appreciated!

The City of Newburgh's assistance with fostering the arts in our community is vital to Strongroom's and other's efforts to contribute to Newburgh's revitalization through high-quality creative activities, which can be enjoyed and appreciated by all, while celebrating our past, present, and future.

Please contact me if I can provide any additional information:

Kelly Schroer
Founder, Strongroom
info@strongroom.us
646 894 0453

RESOLUTION NO.: 252 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8)
AT PRIVATE SALE TO MICHAEL REHBERGER FOR THE AMOUNT OF \$15,000.00

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 41 Wisner Avenue being more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the 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 December 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
41 Wisner Avenue	32 - 1 - 8	Michael Rehberger	\$15,000.00

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 of Sale

41 Wisner Avenue, City of Newburgh (32-1-8)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. The 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 December 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) 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.: 253 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 266 CARPENTER AVENUE (SECTION 7, BLOCK 7, LOT 42)
AT PRIVATE SALE TO MAGALY ORTEGA FOR THE AMOUNT OF \$29,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 266 Carpenter Avenue, being more accurately described as Section 7, Block 7, Lot 42 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
266 Carpenter Avenue	7 - 7 - 42	Magaly Ortega	\$29,500.00

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 of Sale

266 Carpenter Avenue, City of Newburgh

(7-7-42)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

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 December 15, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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.: 254 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 232 SOUTH WILLIAM STREET (SECTION 38, BLOCK 4, LOT 54)
AT PRIVATE SALE TO HECTOR GUALPA FOR THE AMOUNT OF \$16,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 232 South William Street, being more accurately described as Section 38, Block 4, Lot 54 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
232 South William Street	38 - 4 - 54	Hector Gualpa	\$16,500.00

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 of Sale

232 South William Street, City of Newburgh

(38-4-54)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

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 December 15, 2017. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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.: 255 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 RENWICK STREET (SECTION 45, BLOCK 15, LOT 10) AND
184 RENWICK STREET (SECTION 45, BLOCK 15, LOT 11)
AT PRIVATE SALE TO GERARD ZOHOURI AND MICHAEL MOSCATI
FOR THE AMOUNT OF \$12,000.00**

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 182 Renwick Street and 184 Renwick Street, being more accurately described as Section 45, Block 15, Lots 10 and 11, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer 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 buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
182 Renwick Street	45 - 15 - 10	Gerard Zohouri	\$12,000.00
184 Renwick Street	45 - 15 - 11	Michael Moscati	

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

182 Renwick Street, City of Newburgh (45-15-10)

184 Renwick Street, City of Newburgh (45-15-11)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. 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. The parcels are 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 December 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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 thirty (30) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the purchaser 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.: 256 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 545 SOUTH STREET (SECTION 14, BLOCK 3, LOT 9.1) AT PRIVATE SALE TO
SAMUEL RICHARD KINGFISHER AND DANIELLA ROSE KINGFISHER
FOR THE AMOUNT OF \$2,400.00

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 545 South Street being more accurately described as Section 14, Block 3, Lot 9.1 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 15, 2017, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
545 South Street	14 - 3 - 9.1	Samuel Richard Kingfisher Daniella Rose Kingfisher	\$2,400.00

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 of Sale

545 South Street, City of Newburgh (14-3-9.1)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
7. Notice is hereby given that the property is vacant and unoccupied. The 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 December 15, 2017. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** 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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
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.: 257 - 2017

OF

SEPTEMBER 11, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE APPLICATION OF AMPLIFIER INC. FOR
A NATIONAL ENDOWMENT FOR THE ARTS “OUR TOWN” GRANT
FOR THE INTEGRATION OF ARTS AND CULTURE INTO
COMMUNITY REVITALIZATION PROJECTS

WHEREAS, Amplifier Inc. is a non-profit corporation focused on the revitalization of small to medium sized cities through art and design, and has successfully produced similarly structured projects in Flint, Michigan; and

WHEREAS, Amplifier Inc. proposed to be the lead applicant for a National Endowment for the Arts “Our Town” grant which supports projects such as pop-up art installations, performances, and workshops in vacant buildings and lots which will anticipate future long-term development and more durable projects reinforcing the identity of a city through signage, sculptures, and landscaping at strategically located entry points; and the City of Newburgh; and

WHEREAS, the City of Newburgh has been invited to partner with a group of organizations which include the Newburgh Community Land Bank and the Storm King Art Center by providing input to selection of sites and programs, and ensuring access to and permissions for city-owned sites; and

WHEREAS, the City Council of the City of Newburgh believes that supporting the grant application and partnering with Amplifier Inc. is in the best interests of the City of Newburgh,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the application of Amplifier Inc. for a National Endowment for the Arts “Our Town” Grant for the integration of arts and culture into community revitalization projects.

ORDINANCE NO.: 12 - 2017

OF

SEPTEMBER 11, 2017

AN ORDINANCE AMENDING CHAPTER 220 OF THE CODE OF ORDINANCES
ENTITLED "PARKS AND RECREATION AREAS" LIMITING
THE USE OR PARKING OF MOTOR VEHICLES IN
DESIGNATED PARKS AND RECREATION AREAS

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 220, entitled "Parks and Recreation Areas", of the Code of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Chapter 220. Parks and Recreation Areas.

Article V. Clinton Square Park

§220-25. Hours; park boundaries

A. No person shall be present within the Clinton Square Park between the hours of 9:00 p.m. and 9:00 a.m. except for City employees on official business or except when permission is specifically granted, in writing, by the City Manager. No person shall operate or park a motorized vehicle within Clinton Square Park at any time except when permission is granted, in writing, by the City Manager.

Article VI. Hours of Use of Other City Parks and Recreation Areas; Penalties

§220-26. Hours

A. No person shall be present within the parks and recreation areas listed in Subsection B hereof, between the hours of 9:00 p.m. and 7:00 a.m., except when permission is specifically granted, in writing, by the City Manager or the City Council for a special event. No person shall operate or park a motorized vehicle within the parks and recreation areas listed in Subsection B hereof at any time except when permission is granted, in writing, by the City Manager or City Council for a special event.

B. The following parks and recreation areas shall be governed by Subsection A of this section:

~~Strikethrough~~ denotes deletions

Underlining denotes additions

Section, Block and Lot Number	Location
49-1-1	Bay View Terrace
38-3-35	
38-3-36 <u>38-3-35.1</u>	10 to 14 Hasbrouck Street
38-3-37	
16-2-1	Lily Street (tennis court)
4-4-1	Veterans Memorial, corner of Leroy Street and Liberty Street
4-10-1	Corner of Leroy Street and Liberty Street
16-4-1	McKinstry Street and Wilson Street Field
12-2-6	Grand Street and South Street playground (<u>Tyrone H. Crabb Memorial Park</u>)
11-4-34.1	Gidney Avenue basketball court
3-5-1	Triangle Park, North Street
9-3-1	Triangle Park, Forsythe Place
33-6-1.1	Washington Terrace and West Street (Schliermacher Park)
18-8-1.2	Liberty Street playground (<u>Audrey L. Carey Family Park</u>)
7-2-2	Marne Avenue water tank

SECTION 2. This ordinance shall take immediately.

~~Strikethrough~~ denotes deletions
Underlining denotes additions



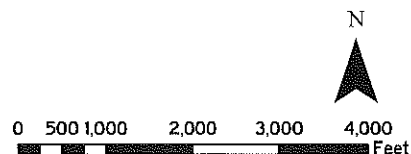
FOR VISUAL REFERENCE ONLY



City of Newburgh

"Other Parks" per Section 220-26

DISCLAIMER: City of Newburgh makes no representations and provides no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of this map for any particular purpose, and/or for title infringement and assumes no liability for the use or misuse of such data.





FOR VISUAL REFERENCE ONLY

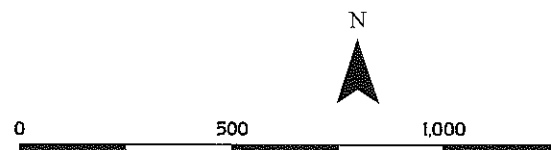


City of Newburgh

"Other Parks" per Section 220-26

Detail Parcel 49-1-1

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ORDINANCE NO.: 13-2017

OF

SEPTEMBER 11, 2017

AN ORDINANCE PROVIDING FOR THE PLACEMENT
OF STOP SIGNS AT THE INTERSECTION OF CARPENTER AVENUE
AND GIDNEY AVENUE IN ACCORDANCE
WITH THE PROVISIONS OF SECTION 288-66
OF THE CODE OF ORDINANCES

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add four stops sign as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>Carpenter Avenue</u>	<u>Both</u>	<u>Gidney Avenue</u>
<u>Gidney Avenue</u>	<u>Both</u>	<u>Carpenter Avenue</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO. 14 - 2017

OF

SEPTEMBER 11, 2017

AN ORDINANCE AMENDING SECTION 288-79 OF THE
CODE OF ORDINANCES TO A LOADING ZONE AT ONE COMMERCIAL PLACE

BE IT ORDAINED by the Council of the City of Newburgh, New York as follows:

Section 1. SECTION 288-79. Schedule XXI: Loading Zones, be and it hereby is amended to add the following location:

In accordance with the provisions of § 288-29, the following described locations are hereby designated as loading zones:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
<u>Commercial Place</u>	<u>West</u>	<u>Beginning at a point 90 feet south of the southwest corner of Commercial Place and Dickson Street and continuing 140 feet south along the west side of Commercial Place</u>

Section 2. This Ordinance shall take effect on October 1, 2017.

~~Strikethrough~~ denotes deletions.

Underlining denotes additions.

APPLICATION FOR LOADING ZONE

Conditions and Instructions:

- 1) A loading zone will only be issued to a business.
- 2) A loading zone will only be issued when a business has no other ramps or entrances that are off the street.
- 3) A loading zone will only be used to load and unload trucks. It is not to be used as a parking zone.
- 4) If the conditions of this application or the relevant City Ordinance are violated, the permit may be revoked.
- 5) A \$100 fee is due upon approval of this application, and on or by September 1 of each year the loading zone is continued. If the annual fee is not paid each year, the permit will be revoked.
- 6) Return the completed application to:

City Clerk's Office
City Hall
83 Broadway
Newburgh, NY 12550

APPLICATION (Please print or type)

Application Date: 06/12/2017

Applicant: Levy Mayer

Business: Bingo Deals Corp

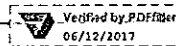
Business telephone: 845.662.1690

Address of Loading Zone Request: 1 Commercial Place

Newburgh, NY 10950

Comments: We need a no parking zone on both side of the street across from our first
Loading dock on Commercial place in order for our containers to be able to
back in.

L Mayer
Applicant's Signature



OFFICE USE ONLY - Do not write below this line

Application No. _____ Fee of \$ _____ Paid

Date Permit Issued _____ Date Renewal _____

City Clerk

ORDINANCE NO. 15 - 01

OF

October 9, 2001

**AN ORDINANCE AMENDING SECTION 288-79 OF THE
CODE OF ORDINANCES TO REMOVE
ONE COMMERCIAL PLACE AND 129 BROADWAY
AS LOADING ZONES**

BE IT ORDAINED by the Council of the City of Newburgh, New York as follows:

Section 1. SECTION 288-79. Schedule XXI: Loading Zones, be and it hereby is amended by the removal of the following locations:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
[Broadway	South	In the vicinity of 129 Broadway]
[Commercial Place	West	Beginning at a point 80 feet south of the southwest corner of Commercial Place and Dickson Place and continuing 120 feet south along the west side of Commercial Place]

Section 2. This Ordinance shall take effect immediately.

Councilman Valentine moved and Councilwoman Angelo seconded that the Ordinance be adopted.

Ayes-Councilwoman Angelo, Councilwoman Koisch, Councilman Rockafellow, Councilman Valentine, Mayor Marino-5.

ADOPTED.

Underlining ____ denotes additions.
Brackets [] denote deletions.

City of Newburgh, NY
Friday, June 9, 2017

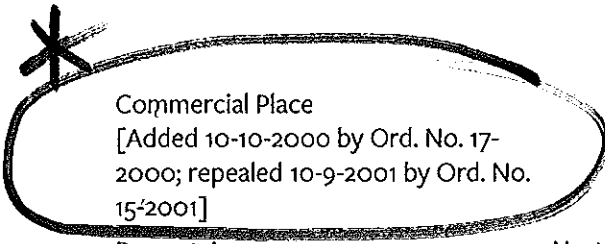
Chapter 288. Vehicles and Traffic

Article VIII. Schedules

§ 288-79. Schedule XXI: Loading Zones.

[Amended 9-12-1988 by Ord. No. 18-88; 2-11-1991 by Ord. No. 8-91; 3-11-1991 by Ord. No. 15-91; 3-11-1991 by Ord. No. 16-91; 2-22-1993 by Ord. No. 2-93; 9-27-1993 by Ord. No. 16-93; 5-12-1997 by Ord. No. 5-97; 12-8-1997 by Ord. No. 10-97; 3-9-1998 by Ord. No. 2-98; 8-10-1998 by Ord. No. 9-98; 10-25-1999 by Ord. No. 11-99; 12-13-1999 by Ord. No. 17-99]

In accordance with the provisions of § 288-29, the following described locations are hereby designated as loading zones:

Name of Street	Side	Location
Benkard Avenue [Added 6-12-2000 by Ord. No. 10-2000]	South	Beginning at a point on the south side of Benkard Avenue 135 feet west of the southwest corner of the intersection of Benkard Avenue and Liberty Street and ending at a point of 155 feet west of the southwest corner of the intersection of Benkard Avenue on Liberty Street
Broadway [Repealed 10-9-2001 by Ord. No. 15-2001]	South	In the vicinity of 245 Broadway
Broadway	South	Beginning at a point 155 feet east of the southeast corner of Broadway and Mill Street, east to a point 187 feet east of the southeast corner of Broadway and Mill Street
 Commercial Place [Added 10-10-2000 by Ord. No. 17-2000; repealed 10-9-2001 by Ord. No. 15-2001]		
Dupont Avenue	North	Beginning at a point 650 feet east of the northeast corner of the intersection of Dupont Avenue and Hawthorn Avenue on the north side of Dupont Avenue and ending at a point 726 feet east of the northeast corner of the intersection of Dupont Avenue and Hawthorn Avenue
Dupont Avenue	South	Beginning at a point 650 feet east of the southeast corner of the intersection of Dupont Avenue and Hawthorn Avenue on the south side of Dupont Avenue and ending at a point of 726 feet east of the southeast

Name of Street	Side	Location
Montgomery Street [Added 4-8-2002 by Ord. No. 6-2002]	West	corner of the intersection of Dupont Avenue and Hawthorn Avenue Beginning at a point 30 feet from the northwest corner and ending at a point of 55 feet

ORDINANCE NO.: ____15____ - 2017

OF

SEPTEMBER 11, 2017

AN ORDINANCE AMENDING SECTION 288-62, SCHEDULE IV: ONE WAY STREETS
OF THE CODE OF THE CITY OF NEWBURGH TO EXTEND ONE-WAY TRAFFIC ON
EAST PARMENTER STREET TO FEDERAL STREET AND TO ADD
ONE-WAY TRAFFIC ON FEDERAL STREET FROM EAST PARMENTER STREET TO
WASHINGTON STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-62 entitled "Schedule IV: One Way Streets" of the Code of the City of Newburgh is hereby amended as follows:

Section 1. § 288-62. Schedule IV: One-Way Streets.

In accordance with the provisions of § 288-10, the following described streets or parts of streets are hereby designated as one-way streets in the direction indicated:

<u>Name of Street</u>	<u>Direction of Travel</u>	<u>Limits</u>
East Parmenter Street	West	From Liberty Street to <u>Federal</u> Amity Street
Federal Street	<u>North</u>	<u>From East Parmenter Street to</u> <u>Washington Street</u>

Section 2. This Ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: 258 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 25, 2017
TO HEAR PUBLIC COMMENT CONCERNING FURTHER AMENDMENT TO
THE INCOME LEVELS AND EXEMPTION TERM OF CHAPTER 270
“TAXATION” ARTICLE V “EXEMPTION FOR FIRST-TIME HOMEBUYERS
OF NEWLY CONSTRUCTED HOMES”
OF THE CODE OF THE CITY OF NEWBURGH**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning further amendment to the income levels and the exemption term of Article V entitled “Exemption for First-time Homebuyers of Newly Constructed Homes” to Chapter 270 “Taxation” of the Code of the City of Newburgh; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25th day of September, 2017, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

LOCAL LAW NO.: _____ - 2017

OF

_____, 2017

**A LOCAL LAW TO FURTHER AMEND THE INCOME LEVELS AND
THE EXEMPTION TERM OF CHAPTER 270 “TAXATION” ARTICLE V “EXEMPTION
FOR FIRST-TIME HOMEBUYERS OF NEWLY CONSTRUCTED HOMES”
OF THE CODE OF THE CITY OF NEWBURGH**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law to further amend the Income Levels and the Exemption Term of Chapter 270 ‘Taxation’, Article V ‘Exemption for First-Time Homebuyers of Newly Constructed Homes’ of the Code of the City of Newburgh”.

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the Code of the City of Newburgh to afford first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the City as permitted under New York State Real Property Tax Law Section 457 as same has been amended by the New York State Legislature and to lengthen the exemption term as allowed by law.

SECTION 3 - AMENDMENT

Chapter 270 entitled “Taxation” of the Code of the City of Newburgh is hereby amended by the following amendment to Article V entitled “Exemption for First-Time Homebuyers of Newly Constructed Homes” which is now to read as follows:

~~Strikethrough~~ denotes deletions
Underlining denotes additions

§ 270-26. Purpose.

The purpose of this article is to provide partial exemption from taxation and special ad valorem levies for owner-occupied, primary residential property that is newly constructed or reconstructed under certain conditions set forth below.

§ 270-27. Definitions.

As used in this article, the following terms, phrases, words and their derivations shall have the following meanings:

FIRST-TIME HOMEBUYER ~ An individual or individuals who have not owned, and are not married to a person who has owned, a primary residential property during the three-year period prior to their purchase of the primary residential property for which this exemption is sought, and do not own a vacation or investment home.

INCOME ~ The adjusted gross income for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account or an individual retirement annuity; provided that if no such return was filed within the one-year period preceding taxable status date, "income" means the adjusted gross income that would have been so reported if such a return had been filed.

LATEST AVAILABLE RETURN ~ The federal or state income tax return for the tax year immediately preceding the date of making application for the exemption; provided however, that if the tax return for such year has not been filed, then the income tax return for the tax year two years preceding the date of making application will be considered the latest available return.

NEWLY CONSTRUCTED ~ An improvement to real property which was constructed as a one- or two-family house, townhouse or condominium, which has never been occupied and was constructed after November 28, 2001, but on or before December 31, 2022 ~~2016~~. "Newly constructed" shall also mean that portion of a one- or two-family house, townhouse or condominium that is altered, improved or reconstructed.

PRIMARY RESIDENTIAL PROPERTY ~ Any one- or two-family house, townhouse, or condominium located in this state which is owner-occupied by such homeowner.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-28. Ownership eligibility requirements.

The following ownership eligibility requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be owned by a first-time homebuyer or homebuyers and used as their primary residence. If title to the property is transferred to someone other than the heirs or distributees of the homebuyer(s) during the term of the exemption, the exemption will be discontinued.

B. The combined income of all the owners, and of any of the owners' spouses residing on the property, for the income tax year immediately preceding the date of application for exemption may not exceed the income limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one and two person household category for the county where such property is located and in effect on the contract date for the purchase and sale of such property ~~\$81,830.00~~.

§ 270-29. Property use requirements.

The following property use requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be a newly constructed or reconstructed one- or two-family house, townhouse or condominium that is owner-occupied.

B. Other than for reconstruction projects, the home must never have been occupied previously.

C. No portion of an otherwise eligible single-family home may be leased for any purpose, or used primarily for nonresidential purposes, during the time the exemption applies. In either case, the exemption shall be discontinued.

§ 270-30. Sales price and exemption limits.

The maximum sales price of an eligible newly constructed residence must not exceed the purchase price limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one family new category for the county where such property is located and in effect on the contract date for the purchase and sale of such property ~~\$399,370.00~~ to qualify for exemption. Newly constructed residences purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for exemption for that portion of the sales price equal to the maximum eligible sales price; provided, however, that any newly constructed residence purchased at a sales price greater than fifteen percent above the maximum eligible sales price ~~\$459,275.00~~ shall not be allowed any exemption.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-31. Reconstruction exemption.

The exemption for reconstructed, altered or improved residential property is limited solely to the increase in assessed value attributable to such reconstruction, alteration or improvement, provided that the total market value of the property after the project completion does not exceed fifteen percent above the maximum eligible sales price \$459,275.00. To be eligible for this exemption on existing homes, the first-time homebuyer must have provided for such reconstruction, alteration or improvement as part of the sale contract of the home or entered into a written contract for such work within 90 days of the purchase of the property. The value of such reconstruction, alteration or improvement must be greater than \$3,000.00 and cannot include the value of ordinary maintenance and repairs.

§ 270-32. Required construction start date and other time requirements.

Property must be constructed or reconstructed by a first-time homebuyer on or before December ~~31, 2022~~ ~~30, 2010~~, unless such purchase is made pursuant to a binding written contract entered into on or before such date, and after November 28, 2001. First-time homebuyers who first received this exemption prior to December 31, 2022 ~~2016~~, will continue to receive the exemption according to the established schedule below. First-time homebuyers of existing homes seeking the exemption on the basis of reconstruction, alteration or improvement of the property must either have provided for such work in their purchase contract or enter into a written contract for such work within 90 days after the purchase of the home.

§ 270-33. Calculation of exemption.

A. City of Newburgh taxes and special ad valorem levies. The following is the exemption schedule:

Years of Exemption	Percentage of Assessed Valuation Exempt From Taxation
1	50%
2	40%
3	30%
4	20%
5	10%
6 or more	0%

B. City of Newburgh special assessments. No exemption allowed.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

§ 270-34. Applications for exemption.

Such exemption shall be granted only upon application by the owner on a form prescribed by the State Board of the Office of Real Property Services to the City of Newburgh Assessor, submitted on or before the appropriate taxable status date and approval of such application by the Assessor.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

SECTION 6 - FILING

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

 KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

[McKinney's Consolidated Laws of New York Annotated](#)

[Real Property Tax Law \(Refs & Annos\)](#)

[Chapter 50-a. Of the Consolidated Laws](#)

[Article 4. Exemptions](#)

[Title 2. Private Property](#)

McKinney's RPTL § 457

§ 457. Exemption for first-time homebuyers of newly constructed homes

Effective: December 31, 2016

[Currentness](#)

1. Newly constructed primary residential property purchased by one or more persons, each of whom is a first-time homebuyer and has not been married to a homeowner in the three years prior to applying for this first-time homeowners exemption, shall be exempt from taxation levied by or on behalf of any county, city, town, village or school district in which such newly constructed residential property is located, provided the legislative body or governing board of such county, city, town or village, after public hearing, adopts a local law, or a school district, other than a school district to which article fifty-two of the education law applies, adopts a resolution providing therefor. The length of such exemption shall be set forth in such local law or resolution, but in no event shall it exceed five years. Such exemption shall be computed in accordance with the following table:

Year of Exemption	Percentage assessed
	Valuation exempt from tax
1	50
2	40
3	30
4	20
5	10
6 or more	0

A copy of such local laws or resolutions shall be filed with the commissioner and the assessor of such county, city, town, or village who prepares the assessment roll on which the taxes of such county, city, town, village or school district are levied.

2. (a) Any newly constructed primary residential real property within the purchase price limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one family new category for the county where such property is located and in effect on the contract date for the purchase and sale of such property, shall be eligible for the exemption allowed pursuant to this section.

(b) A first-time homebuyer who either as part of the written contract for sale of the primary residential property, or who enters into a written contract within ninety days after closing of the sale of the primary residence for reconstruction, alteration or improvements, the value of which exceeds three thousand dollars, to the primary residential property shall be exempt from taxation to the extent provided by this section. Such exemption shall apply solely to the increase in assessed value thereof attributable to such reconstruction, alteration or improvement provided that the assessed value after reconstruction, alteration, or improvements does not exceed fifteen percent more than the purchase price limits as defined in paragraph (a) of this subdivision. For purposes of this section the terms reconstruction, alteration and improvement shall not include ordinary maintenance and repairs.

(c) A first-time homebuyer shall not qualify for the exemption authorized pursuant to this section if the household income exceeds income limits defined by the state of New York mortgage agency low interest rate mortgage program in the non-target, one and two person household category for the county where such property is located and in effect on the contract date for the purchase and sale of such property.

(i) The term "household income" as used herein shall mean the total combined income of all the owners, and of any owners' spouses residing on the premises, for the income tax year preceding the date of making application for the exemption.

(ii) The term "income" as used herein shall mean the "adjusted gross income" for federal income tax purposes as reported on the applicant's latest available federal or state income tax return subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account and an individual retirement annuity; provided that if no such return was filed within the one year period preceding taxable status date, "income" shall mean the adjusted gross income that would have been so reported if such a return had been filed. For purposes of this subdivision, "latest available return" shall mean the federal or state income tax return for the year immediately preceding the date of making application, provided however, that if the tax return for such tax year has not been filed, then the income tax return for the tax year two years preceding the date of making application shall be considered the latest available.

3. Newly constructed primary residential property purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for the exemption allowed pursuant to this section for that portion of the sales price of such newly constructed primary residential property equal to the maximum eligible sales price, provided, however, that any newly constructed primary residential property purchased at a sales price greater than fifteen percent above the

maximum eligible sales price shall not be allowed any exemption.

4. The legislative body or governing board of a county, city, town or village may adopt a local law, or a school district, other than a school district to which article fifty-two of the education law applies may adopt a resolution to provide for an increase not to exceed twenty-five per centum on the purchase price limit used for eligibility for the exemption provided for in this section.

5. No exemption shall be allowed pursuant to this section for any newly constructed primary residential property purchased by a first-time homebuyer on or after December thirty-first, two thousand twenty-two, unless such purchase is pursuant to a binding written contract entered into prior to December thirty-first, two thousand twenty-two. Provided, however, that any first-time homebuyer who is allowed an exemption pursuant to this section prior to such date shall continue to be allowed further exemptions pursuant to subdivision one of this section.

6. (a) No portion of a single family newly constructed primary residential property shall be leased during the period of time when the first-time homeowner exemption shall apply to the residence. If any portion of the single family newly constructed primary residential property is found to be the subject of a lease agreement the assessor shall discontinue any exemption granted pursuant to this section.

(b) In the event that a primary residential property granted an exemption pursuant to this section ceases to be used primarily for residential purposes or title thereto is transferred to other than the heirs or distributees of the owner, the exemption granted pursuant to this section shall be discontinued.

(c) Upon determining that an exemption granted pursuant to this section should be discontinued, the assessor shall mail a notice so stating to the owner or owners thereof at the time and in the manner provided by [section five hundred ten](#) of this chapter. Such owner or owners shall be entitled to seek administrative and judicial review of such action in the manner provided by law, provided that the burden shall be on such owner or owners to establish eligibility for the exemption.

7. Such exemption shall be granted only upon application by the owner of such building on a form prescribed by the commissioner. The application shall be filed with the assessor of the city, town, village or county having the power to assess property for taxation on or before the appropriate taxable status date of such city, town, village and county.

8. If satisfied that the applicant is entitled to an exemption pursuant to this section, the assessor shall approve the application and such primary residential property shall thereafter be exempt from taxation and special ad valorem levies as provided in this section commencing with the assessment roll prepared on the basis of the taxable status date referred to in subdivision seven of this section. The assessed value of any exemption granted pursuant to this section shall be entered by the assessor on the assessment roll with the taxable property, with the amount of the exemption shown in a separate column.

9. For purposes of this section: (a) “first-time homebuyer” means a person who has not owned a primary residential property

and is not married to a person who has owned a residential property during the three-year period prior to his or her purchase of the primary residential property, and who does not own a vacation or investment home.

(b) “Primary residential property” means any one or two family house, townhouse or condominium located in this state which is owner occupied by such homebuyer.

(c) “Newly constructed” means an improvement to real property which was constructed as a primary residential property, and which has never been occupied and was constructed after the effective date of this section. “Newly constructed” shall also mean that portion of a primary residential property that is altered, improved or reconstructed.

Credits

(Added L.2001, c. 529, § 2, eff. Nov. 28, 2001. Amended L.2003, c. 496, § 1, eff. Sept. 9, 2003; L.2005, c. 657, § 1, eff. Sept. 16, 2005; L.2010, c. 56, pt. W, § 1, subd. (b), eff. June 22, 2010; L.2011, c. 77, § 1, eff. June 8, 2011; L.2017, c. 128, § 1, eff. July 25, 2017, deemed eff. Dec. 31, 2016.)

Notes of Decisions (4)

McKinney’s R. P. T. L. § 457, NY RP TAX § 457
Current through L.2017, chapters 1 to 23, 25 to 170.

End of Document

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Instructions for Form RP-457

Application for Real Property Tax Exemption for First-Time Homebuyers of Newly Constructed Homes (Real Property Tax Law, Section 457)

Authorization for exemption

Section 457 of the Real Property Tax Law authorizes a partial exemption from real property taxation for “newly constructed homes” purchased by “first-time homebuyers.” Counties, cities, towns, and villages may hold public hearings and then adopt local laws granting the exemption. School districts, other than those in the cities of New York, Buffalo, Rochester, Syracuse, and Yonkers, have the option to hold hearings and pass resolutions providing that the exemption applies to school taxes.

Eligibility for exemption

For purposes of this exemption, a “first-time homebuyer” is any person who has not owned - and whose spouse has not owned - a primary residential property during the previous three years, and who does not own a vacation or investment home. A qualifying “newly constructed home” is a one- or two-family residence, townhouse, or condominium, which was constructed after November 28, 2001, is owner-occupied, and was not previously occupied. The exemption also applies to a renovation or remodeling of an existing home purchased by a first-time homebuyer, provided the renovation or remodeling costs exceed \$3,000 and the contract for the work is contracted for within 90 days from the date of purchase.

Eligibility for the exemption also depends, in part, on the homebuyer's income and the purchase price of the home. The “household income” (defined as the total combined incomes of all of the owners and their resident spouses) may not exceed the **income limits established by the State of New York Mortgage Agency (SONYMA) and in effect on the contract date for the purchase and sale of the property for its low interest mortgage program in its non-target, one and two person household category for the county where the property is located.** The purchase price of the home is similarly limited, with two exceptions: (1) municipalities opting into the program may increase the purchase price limit by up to 25%, and (2) where the purchase price exceeds the applicable limit by 15% or less, the exemption may be granted as if the purchase price equaled the applicable limit (but otherwise no exemption may be granted). The applicable SONYMA limits are available on that agency's Web site (www.nyhomes.org/home/buyers). SONYMA may also be contacted at 641 Lexington Avenue, New York NY 10022 or by telephone (toll free) at 1 800 382-4663.

“Income” for purposes of this exemption is defined as the “adjusted gross income” for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by any taxable amounts of distributions from individual retirement accounts or individual retirement annuities (IRAs). A copy of the income tax return(s) must be filed with the application.

Scope and duration of exemption

The exemption, if authorized, lasts for a maximum term of five years, beginning at fifty percent in the first year and declining to ten percent in the fifth and final year. A municipality that opts in to the program may also opt to grant the exemption for a shorter term. Where it is adopted, the exemption applies to taxes and special ad valorem levies; the exemption does not apply to special assessments. The exemption applies only to homes purchased or contracted for before December 31, 2016.

Filing application

Application should be filed with the city or town assessor. Application for exemption from village taxes in villages should be filed with the assessor who prepares the assessment roll used in levying village taxes. In Nassau County, application for exemption from county, town, or school district taxes should be filed with the Nassau County Board of Assessors. In Tompkins County, application for exemption from county, city, town, village, or school district taxes should be filed with the Tompkins County Division of Assessment.

Time of filing application

The application must be filed in the assessor's office on or before the appropriate taxable status date. In towns preparing their assessment roll in accordance with the schedule provided by the Real Property Tax Law, the taxable status date is March 1. In towns in Nassau County, the taxable status date is January 2. Westchester County towns have either a May 1 or June 1 taxable status date; contact the assessor. In villages and cities, the taxable status dates vary, and the appropriate assessor should be consulted for the correct date.

Once the exemption has been granted, it is not necessary to reapply for the exemption after the initial year for the exemption to continue. There is no need to reapply in subsequent years, but, if the property ceases to be used primarily for residential purposes, or if the property is a single-family residence and any portion is leased, or if title to the property is transferred to persons other than the heirs or distributees of the owner, the exemption is terminated.



SONYMA Low Interest Rate Mortgage Program*

Income and Purchase Price Limits

Effective Date: For Reservations Accepted July 7, 2017 and Until Further Notice

SONYMA REGION COUNTY		INCOME LIMITS				PURCHASE PRICE LIMITS							
		Household Size				1 Family		2 Family		3 Family Existing		4 Family Existing	
		1 & 2 Person**		3 + Person**		New & Existing		New*** & Existing					
		Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target
I BUFFALO	Cattaraugus	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Chautauqua	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Erie	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Niagara	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
II ROCHESTER	Genesee	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Livingston	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Monroe	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Ontario	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Orleans	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Seneca	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Wayne	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Wyoming	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Yates	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
III SYRACUSE	Cayuga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Cortland	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Madison	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Onondaga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Oswego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
IV BINGHAMTON	Allegany	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Broome	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Chemung	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Chenango	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Delaware	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Otsego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Schuyler	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Steuben	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Tioga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Tompkins	\$75,600	\$90,720	\$86,940	\$105,840	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
V MID-HUDSON	Columbia	\$74,600	\$89,520	\$85,790	\$104,440	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Dutchess	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Greene	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Orange	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Putnam	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Sullivan	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Ulster	\$78,500	\$94,200	\$90,275	\$109,900	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580



SONYMA Low Interest Rate Mortgage Program*
Income and Purchase Price Limits

Effective Date: For Reservations Accepted July 7, 2017 and Until Further Notice

SONYMA REGION	COUNTY	INCOME LIMITS				PURCHASE PRICE LIMITS							
		Household Size				1 Family		2 Family		3 Family Existing		4 Family Existing	
		1 & 2 Person**		3 + Person**		New & Existing		New*** & Existing					
		Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target	Non-Target	Target
VI CAPITAL	Albany	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Montgomery	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Rensselaer	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Saratoga	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Schenectady	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
	Schoharie	\$83,100	\$99,720	\$95,565	\$116,340	\$268,940	\$328,700	\$344,300	\$420,810	\$416,160	\$508,640	\$517,160	\$632,090
VII MOHAWK VALLEY	Clinton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Essex	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Franklin	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Fulton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Hamilton	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Herkimer	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Jefferson	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Lewis	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Oneida	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	St. Lawrence	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Warren	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
	Washington	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180	\$392,800	\$480,080	\$488,110	\$596,580
VIII DOWNSTATE	Rockland	\$124,320	\$124,320	\$145,040	\$145,040	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Westchester	\$133,680	\$133,680	\$155,960	\$155,960	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
IX LONG ISLAND	Nassau	\$132,960	\$132,960	\$155,120	\$155,120	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Suffolk	\$132,960	\$132,960	\$155,120	\$155,120	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
X NEW YORK CITY	Bronx	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Kings	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	New York	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Queens	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800
	Richmond	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570	\$906,460	\$1,107,900	\$1,126,470	\$1,376,800

* Applicants whose incomes are within these limits will receive the Achieving the Dream interest rate when applying for a Homes for Veterans or Graduate to Homeownership loan.

** Household size is determined by the number of persons in the household including children, regardless of age. For example, a married couple with one two-year old child would use the 3+ person household limit.

*** For target areas only. New Two Families are not permitted in non-target areas.

RESOLUTION NO.: 259 - 2017

OF

JULY 10, 2017

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY**

WHEREAS, by Resolution No. 225-2011 of November 14, 2011, the City Council of the City of Newburgh adopted the City of Newburgh Cyber/Electronic and Telephonic Communications Policy; and

WHEREAS, the City of Newburgh Cyber/Electronic and Telephonic Communications Policy has been revised and updated; and

WHEREAS, the City Council finds that adopting the revised the City of Newburgh Cyber/Electronic and Telephonic Communications Policy is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Cyber/Electronic and Telephonic Communications Policy, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

CITY OF NEWBURGH

CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS POLICY

PREAMBLE AND PURPOSE

THE CITY OF NEWBURGH ("CITY") ELECTRONIC COMMUNICATIONS SYSTEMS, INCLUDING ELECTRONIC DEVICES, E-MAIL AND THE INTERNET, AND THE CITY'S TELEPHONIC COMMUNICATIONS SYSTEMS ARE ESSENTIAL TO THE PROFESSIONAL CONDUCT OF CITY BUSINESS. CITY EMPLOYEES, VOLUNTEERS AND AGENTS HAVE A LEGAL AND ETHICAL OBLIGATION TO USE SUCH SYSTEMS IN A PRODUCTIVE AND RESPONSIBLE MANNER. IT IS IMPERATIVE THAT CITY EMPLOYEES READ AND UNDERSTAND THE CITY POLICY WITH RESPECT TO ELECTRONIC AND TELEPHONIC COMMUNICATIONS AND ADHERE TO IT. EMPLOYEES WHO VIOLATE THIS POLICY ARE SUBJECT TO POTENTIAL DISCIPLINARY ACTION, SUBJECT TO APPLICABLE LAWS AND COLLECTIVE BARGAINING AGREEMENTS, UP TO AND INCLUDING TERMINATION. THIS POLICY IS NOT INTENDED TO NOR SHALL IT MODIFY OR AFFECT IN ANY MANNER ANY PROCEDURES, POLICIES, USAGES OR OTHER OFFICIAL OPERATION OF ANY EMERGENCY COMMUNICATIONS SYSTEMS OR DEVICES USED BY ANY CITY EMERGENCY RESPONSE AGENCY. IN THE CARRYING OUT OF OFFICIAL DUTIES, NO EMPLOYEE HAS OR SHALL EXPECT PRIVACY WITH RESPECT TO ANY USAGE OF SUCH CITY SYSTEMS. ACCESSING PERSONAL DATABASES, ACCOUNTS OR OTHER CONTACTS UNRELATED TO CONDUCTING THE BUSINESS OF THE CITY, IS PROHIBITED.

1. DEFINITIONS.

CITY ~ As used herein and unless otherwise specified shall mean the City of Newburgh, New York.

BUSINESS USE ~ City-provided electronic devices that allow access to the Internet and electronic communication systems that are the property of the City and are provided to facilitate the effective and efficient conduct of City business. Users permitted access to the Internet and electronic communication systems to assist in the performance of their jobs. Each agency or department of the City shall follow this policy establishing with specificity the work-related purposes for which such equipment and access are provided.

ELECTRONIC COMMUNICATION SYSTEMS ~ System used as a means of sending and receiving messages electronically, including but not limited to e-mail, text messages, instant messages, multimedia messages or voice mail.

ELECTRONIC DEVICE ~ Includes televisions, DVD players, laptops, desktop computers, mobile phones, iPods, iPads, cameras, printers and radios. An electronic device is a device that accomplishes its purpose electronically. Electronic devices include mobile devices as further defined in this Policy.

ELECTED OFFICIAL ~ The Mayor and Council Members elected by the qualified voters of the City of Newburgh.

EMPLOYEE ~ An officer, employee, agent, contractor or volunteer working for the City of Newburgh.

INTERNET ~ An international network of independent computer systems. The World Wide Web is one of the most recognized means of using the Internet.

INTRANET ~ A network of City-owned computer systems and electronic devices accessible only to City employees.

MOBILE DEVICE - A type of Electronic Device that has at least one network connection interface, non-removable and/or removable storage, and is portable, including but not limited to smartphones, Personal Digital Assistants (PDAs), tablets, laptops, smart watches and wearable devices.

PERSONAL USE ~ Personal use means use that is not job-related. Personal use is prohibited if it:

- interferes with the user's productivity or work performance or with any other employee's productivity or work performance;
- adversely affects the efficient operation of the electronic device or system;
- violates any provision of this policy, any supplemental policy adopted by the agency supplying the Internet or electronic communication systems, or any other policy, regulation, law or guideline as set forth by local, State or Federal law.

PORTABLE STORAGE DEVICE ~ A storage device that is capable of being physically transported, including but not limited to USB/flash drives/thumb drives, external hard drives, tapes, CDs, DVDs and cameras.

TELECOMMUNICATIONS SYSTEM(S); COMPUTER/ELECTRONIC NETWORK ~ One or more electronic devices that can store, provide access to, transmit, receive and/or share information, typically connected by cable, data line, or satellite link, including personal computers ("pc's,") mobile devices, including but not limited to iPads and other tablets, laptop computers, personal data assistants (PDAs), word-processors or any other type or kind of device connected to or used in conjunction with the telecommunications or telephone systems of the City of Newburgh, including but not limited to any telephone or computer equipment or electronic device, phone cards, copiers, facsimiles, printers, modems, projectors, audio and video equipment and other such devices and equipment; which are owned, leased, rented, borrowed or otherwise possessed or used by the City of Newburgh.

TELEPHONE SYSTEM; TELEPHONE COMMUNICATIONS Two or more telephones or telephone-like devices employed by employees, volunteers and agents of the City of Newburgh to communicate and transmit information.

USERS ~ All employees and agents of the City who use a City agency's telephonic or computer and/or other electronic communication systems and electronic and mobile devices. NOTE: City departments which give consultants, contract personnel or other non-employees such as volunteers or interns access to the agency's telephonic or computer or other electronic communication systems shall require such individuals to abide by this policy.

2. PERSONAL USE OF CITY PROPERTY, FACILITIES AND EQUIPMENT PROHIBITED.

a. All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the City and, as such, are to be used solely for City-related purposes. The use of any software or business equipment, including, but not limited to, the City's e-mail system, City's intranet, the Internet, telecopiers, electronic devices, facsimiles, modems, telephones, mobile devices, and copy machines for private purposes is prohibited.

b. Employees using City property, electronic devices or equipment for personal purposes do so at their own risk. Employees are not permitted to use a password, code, access a file or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the City Manager and their department head after approval from the Information Systems Manager. All passwords are City property and must not be shared with any unauthorized person. No employee may use a pass code or voice-mail access code that has not been issued or approved by the City, or that is unknown to the City. City business may be conducted using only City electronic devices, mobile devices and equipment. Use of any other electronic devices or mobile devices requires *written* consent of the Information Systems Manager and the authorized Department Head.

c. Privacy Expectations: City employees do not have a right, nor should they have an expectation, of privacy while using City-provided electronic devices and mobile devices at any time, including accessing the City's Intranet, Internet and using e-mail and voice communications. By acceptance of the City-provided electronic device, employees provide their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed-through that device subject to the City's collective bargaining obligations, and avoid connecting personal devices to the City's internet/intranet systems. Employees should avoid using City-provided electronic devices for personal use in order for private activities to remain private.

d. Elected Officials: Elected Officials using City property, electronic devices or equipment for personal purposes do so at their own risk. To the extent that Elected Officials wish that their private activities remain private, they should avoid using the City-provided electronic device or

mobile device for personal use. By use of a City-provided electronic device, Elected Officials are expected to comply with the City's Cyber/Electronic Telephone Communication Policy rules for acceptable use of such electronic devices as set forth in paragraphs 2(d), 3, 6 and 7 of this Policy. The Information Systems Manager shall establish passwords and encryptions keys for exclusive use of Elected Officials to which only the elected official shall have access. Elected Officials shall consult with the Information Systems Manager before using a password or code, accessing a file or retrieving any stored communication. The Information Systems Manager may access the electronic devices issued to Elected Officials to determine technical and security compliance with this policy and to comply with Freedom of Information Law requests and legitimate discovery requests arising out of administrative, civil, or criminal proceedings. Elected officials shall consult with the Information Systems Manager before using personal electronic devices, mobile devices and equipment and/or connecting personal electronic devices, mobile devices and equipment to the City's internet/intranet systems.

3. IMPROPER E-MAIL AND INTRANET/INTERNET USE PROHIBITED

a. Improper use of the City's e-mail system and any other electronic and telephonic communication, including the Intranet/Internet, is prohibited. Examples of improper conduct include, but are not limited to:

- Transmitting offensive images, offensive jokes or remarks.
- Transmitting messages that can reasonably be interpreted as threatening, intimidating, coercive, discriminatory or harassing.
- Requesting dates and/or sexual favors, or making personal or sexual remarks to others or transmitting same.
- Any use that can reasonably be interpreted as demeaning, defamatory or abusive of any individual or group.
- Any use which would violate or tend to violate the privacy rights of any individual.
- Any use which is or may tend to be in violation of any licensing or other contract or agreement pertaining thereto binding the City.
- Any use that is disruptive or offensive to others or creates, encourages or permits a hostile work environment.
- Any use involving obscene, pornographic or prurient material.
- Any use promoting or advancing the interests of any candidate for public office or any political organization.

- Any use during which the user remains anonymous or uses a false or misleading name or identity.
- Any use which promotes or advances a private commercial business or interest.
- Any private or personal use of hardware or software which is the property of the City, on City premises or elsewhere.
- Any use that is fraudulent, illegal or contrary to City policies, or leads to liability or harms or would tend to harm the status, stature or image of the City, or would tend to or does expose the City to legal liability or penalty; or to significant or unusual or unnecessary costs or expenses.

4. RIGHTS OF CITY CONCERNING USE OF CITY FACILITIES, EQUIPMENT, ELECTRONIC DEVICES AND DATA.

a. To ensure that the use of electronic and telephonic communications systems and City property and/or equipment is consistent with the City's legitimate business interests, authorized representatives of the City may monitor the use of such equipment from time to time. This includes monitoring Intranet/Internet usage of any kind. This may also include listening to stored voice-mail messages and the ability to conduct GPS monitoring with electronic devices subject to the City's collective bargaining obligations.

b. The City reserves the right, at any time and for any purpose, to monitor, review, audit, intercept, access, delete, use and disclose all files, documents, telephonic messages, e-mail messages, sites, messaging systems, chat rooms, blogs, news outlets or other communications, created, received, sent or stored over the telephone, e-mail computer or other electronic systems of the City. Employees should understand that personal passwords, access codes, and hard disk drives should not be used; and do not in any manner alter these City rights, nor do they create any employee privacy rights or expectations. The City may monitor employee use of City equipment at any time at its discretion, with or without notice to the employee subject to its collective bargaining obligations. Employees should further understand that deleting or erasing material from the system might not in fact remove the material from the system.

c. Employees may not share or disclose passwords issued or provided by the City or used by the City to any unauthorized person or use such passwords for any unauthorized purpose.

d. The City owns any data used or created during working hours and working time and/or using City-owned electronic devices and equipment and on any personal electronic device or equipment when used for work-related tasks. Data may not be removed from the workplace and/or stored on personal electronic devices without the express written permission of the department head, Information Systems Manager and the City Manager. Copying data includes any replication of data, taking photographs or any other electronically displayed information.

5. **CITY'S RIGHT TO AMEND ITS POLICY AND RULES.**

The City may adopt and revise this policy and rules appertaining thereto as it may deem appropriate and necessary from time to time, as authorized by law. The City will adequately post revisions, but it is the user's responsibility to ensure that his/her use of the City of Newburgh computing and communication resources conforms to current policy.

6. **SPECIAL INTERNET AND E-MAIL CONSIDERATIONS**

- a.
 - (i) The City provides access to the Internet to some of its employees based upon the responsibilities of their position. The Internet represents a useful tool for the City in conducting its business, but like any other tool, it must be used properly. For purposes of this policy, the Internet includes any public electronic data communications network.
 - (ii) Internet e-mail offers capabilities similar to other e-mail systems, except that correspondents may be external to the City. External e-mail messages may carry one or more attachments. An attachment may be any kind of data file, such as a word processing document, spreadsheet, software program, or graphic image.
 - (iii) Just as the City has an official Internet web site, so do other organizations. Most public web sites are "read only," meaning that they permit a person who visits the site to read material posted on the web site but not to leave a message. Other web sites permit visitors to establish continuing contact by leaving a message (the electronic equivalent of leaving your business card or a telephone message). The owner or operator of a private web site may record the information that a connection was made from the City. This can have important consequences to the City.
- b.
 - (i) Any and all use of the Internet and/or e-mail may be conducted solely in accordance with the terms and conditions of this Policy and Rules.
- c.
 - (i) **No Violation of Copyright.** Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws which apply to print media still apply to software and material published on the Internet. Employees are permitted to print out web pages and to download material from the Internet for informational purposes as long as the purpose for such copying is directly related to City business and as long as such copying falls into the category of "fair use" which is the term used to describe a legal standard defining what the law does and does not allow. Copying or disseminating material that is copyrighted is prohibited. Employees having any questions regarding such materials should contact the Corporation Counsel for guidance in advance of such copying.

- (ii) There are Federal and State laws which protect the rights of persons who originate creative works. Such works can include writings, artwork, graphics, humor, music and so on. Any employee using such material without the permission of the owner may be in violation of such laws and may expose themselves and the City to liability. Such use, which would tend to or would result in a violation of the copyright, patent, trademark or any other laws, rules or regulations of the United States or of the State of New York; or would tend to or would expose the City to liability for same, is prohibited.
 - (iii) As a general rule, employees may not forward, distribute, copy, re-publish, download, upload elsewhere or incorporate into another work, material retrieved from a web site or other external system. Very limited or “fair use” may be permitted by law in certain circumstances. Any employee desiring to reproduce or store the contents of a screen or Web site should contact the Corporation Counsel to ascertain whether the intended use is permissible.
- d. Use of the Internet and/or World Wide Web includes all restrictions, which apply generally to the use of the City’s e-mail and other electronic devices and telephonic equipment, as noted above. In addition, the following rules apply with respect to Internet usage:
- (i) No Downloading of Non-Business Related Data. The City does not allow the download of files from the Internet. However, if a need to download files arises, an employee must receive prior permission from both his/her department head and from the City Information Systems Manager. Elected Officials need only obtain permission from the Information Systems Manager.
 - (ii) No Downloading of Application Programs. The City does not permit the download or installation on City electronic devices or mobile devices of application software from the Internet. The City does not permit the downloading of any program or information which may infiltrate, damage, alter, interfere with or otherwise harm the proper functioning of City systems; or which is unrelated to the conduct of City business. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard City applications.
 - (iii) No Participation in web-based Surveys without Authorization. When using the Internet with City equipment during the employee(s) workday, the user implicitly involves the City in his/her expression. Therefore, users should not participate in web or e-mail based surveys, interviews or chat rooms without authorization or permission of the department head.

- (iv) No use of Subscription-based Services without Prior Approval. Some Internet sites require that users subscribe before being able to use them. Users should not subscribe to such services without the authorization of their department head and the City Manager after approval from the Information Systems Manager. Elected Officials need only obtain permission from the Information Systems Manager.
- (v) Remote Access to any systems of the City. Remote access to any systems of the City without proper advance authorization by the Information Systems Manager and the department head is prohibited. Elected officials may request remote access to their City systems and accounts from the Information Systems Manager.

7. SECURITY PRECAUTIONS.

a. The Information Systems Manager has overall responsibility for establishing the security standards for City-issued electronic and mobile devices. The Information Systems Manager will:

- (i) Procure all City of Newburgh-owned electronic and mobile devices for City of Newburgh issuance and approve the types of personally owned devices that will be used.
- (ii) Assure that City of Newburgh issued electronic and mobile devices are available for staff members with job functions that are mission critical to City of Newburgh operations, or that protect the safety and security of City of Newburgh staff.
- (iii) Provide for the distribution, operation, and administrative support of issued electronic and mobile devices.
- (iv) Maintain an inventory of City of Newburgh electronic and mobile devices by serial number, user's office, user's name, and service start/end dates.
- (v) Maintain an inventory of licenses for City of Newburgh owned software installed on each City of Newburgh-owned electronic and mobile device.
- (vi) Establish and maintain security configurations for all City-issued electronic and mobile devices, including patching and upgrading of software/firmware.
- (vii) Establish a timetable for replacement of obsolete City-issued electronic devices and equipment and mobile devices.
- (viii) Establish security standards for electronic devices issued to the Elected Officials to maintain separate email and electronic device accounts and passwords for each elected official which cannot be linked or otherwise shared with other elected officials or employees.

b. To increase security, users shall take all necessary and appropriate measures to protect all City systems, electronic devices and equipment and the data and information which is stored therein and accessed and used thereby. Such measures shall include but not be limited to the following:

- (i) Users should log off of computer or electronic systems or take other appropriate precautions when electronic devices are not in use for a significant period of time.

- (ii) Passwords and user accounts must not be “shared” with any unauthorized individual. Passwords may not be saved in websites or associated keychains, on system hard drives, on personal devices or any other non-approved location.
- (iii) All anti-virus and other protective measures shall be employed at all times that City systems are in use.
- (iv) Careless, reckless, malicious or intentional damage to City systems is prohibited.
- (v) Any violations by employees or non-employees of any provision or part of this policy shall be reported immediately to the department head and the City Manager.

c. Rules for Use of Personal Computers, Mobile Devices and other Electronic Devices. City employees, agents and volunteers, **SHALL NOT:**

- (i) Load software (screen savers, tutorials, application software, hardware, freeware, open-source software, etc.) without prior written approval from your department head AND from the City’s Information Systems Manager.
- (ii) Copy, download, lend or allow unauthorized use of or access to software owned and/or licensed for use by the City.
- (iii) Use, attach, load, apply, install or otherwise introduce into City systems personally owned and/or licensed software and/or hardware, including USB drives, mobile phones and devices and other personal equipment.
- (iv) Install hardware or hardware drivers; and **SHALL NOT** relocate computer equipment or electronic device or swap equipment from one electronic device to another.
- (v) Exchange, or themselves take or allow others to take computer equipment, electronic devices, portable storage devices, software or any other City-owned property off of City premises or move or remove any City property without permission of the department head or City Manager. Requests to use any City-owned equipment or materials off-site must be made in writing and must be approved in advance by both the department head and the Information Systems Manager. Elected Officials may remove portable electronic devices and portable storage devices from City premises as needed for the performance of their official duties.
- (vi) Act such as to accept and use or allow others the acceptance and use of computer hardware or software from other sources without the advance written authorization from the department head and the Information Systems Manager.

- (vii) Turn off anti-virus protection or change settings pertaining thereto.
- (viii) Change system settings (Network Neighborhood, Device Setup, E-mail Server options, Control Panel Regional Settings, etc.) or modify (delete or rename) system files/programs/shortcuts (My Computer, Network Neighborhood, Microsoft Word, etc.) from the main desktop screen.
- (ix) Act so as to use or allow others the use of e-mail and Internet browsing for other than City business.
- (x) Download from the Internet or open e-mail attachments that are “.exe” files unless the source, sender and/or originator has been properly verified.
- (xi) Use the Internet inquiry/download for inappropriate or improper content.
- (xii) Use media, such as portable storage devices, unless they have been checked for viruses by authorized and qualified City staff. Portable storage devices will be scanned automatically for viruses upon connection to City computers and electronic devices.
- (xiii) Share electronic device or mobile device passwords or access codes with any unauthorized person(s) at any time. Electronic device or mobile device passwords are not to be stored or posted in any publicly accessible area nor kept among private office possessions in a manner that could lead to their exposure even with substantial effort and ingenuity. Information concerning or to the effect that any unauthorized person(s) know a password or access code(s) or other confidential information must be reported to the department head and to the City Manager immediately. Elected officials need only report unauthorized access to passwords and/or other confidential information to the Information Systems Manager. The City may require periodic changes of passwords at its discretion.
- (xiv) Fail to check any and all portable storage devices or other media devices inserted into a computer or other electronic device for viruses. All users are required to notify the City’s Information Systems Manager, the department head and the City Manager immediately if a virus is detected.
- (xv) Use or access any internet radio, television or other similar media station for any reason unrelated to city business or purposes.
- (xvi) Use any instant messaging client(s) or services, such as but not limited to AOL Instant Messenger, Yahoo Messenger, MSN Messenger, Google Talk, Google Hangouts, iMessage or others, unless prior written permission has been given therefore by both the department head and City Manager.

- (xvii) Use any free or promotional internet web-mail sites unless prior written approval is granted therefore by both the department head and the City Manager.
 - (xviii) Obtain prior authorization of the Information Systems Manager, department head and City Manager to alter or delete systems files.
- d. All City employees, agents and volunteers shall abide by the following:
- (i) All authorized work-related data files (documents, spreadsheets, etc.) must be saved on the server (F: drive, G: drive or Z: drive) folders and not on the PC, mobile device, portable device or other electronic equipment. Storing files on the electronic device and/or hard drives is done at the risk of lost data. It is not the responsibility of Information Services to restore this information if there is an electronic device, mobile device, portable device or PC failure.
 - (ii) Abide by the applicable New York State law governing the use of mobile devices and/or smartphones while driving.
 - (iii) City electronic devices and/or equipment during non-working hours and may be used for work-related purposes in accordance with the other terms and conditions of this policy.
- e. Rules for Electronic Mail (E-mail & Internet):
- (i) The City's e-mail systems are City-owned property and are intended to be used for official City business only. All messages sent or received via e-mail are City property. It is against City policy to use e-mail for any unlawful endeavor.
 - (ii) Employer Rights ~ The City reserves and intends to exercise the right to access and disclose contents of e-mail messages for any purpose, including but not limited to:
 - Finding lost messages
 - Providing assistance when an employee is out of the office or otherwise unavailable
 - Evaluating the effectiveness of electronic mail
 - Complying with an investigation into suspected unlawful acts
 - Recovering from system failures or other emergencies
 - Investigating suspected breaches of security or violation of City policies.
- f. Usage Guidelines ~ All users shall exercise restraint when sending very large files, and shall not unnecessarily or inappropriately send messages to a large number of recipients, thereby wasting City network resources.
- g. When the City grants an employee an e-mail account, it is the responsibility of the employee to adhere to the following guidelines:

- (i) E-mail messages must not involve personal sales or solicitation; must not be associated with any outside business activity; and must not violate any other City policy or department rules and regulations.
 - (ii) Chain letters and/or messages are prohibited and may be illegal and must not be transmitted through City e-mail at any time.
 - (iii) Region-Wide E-mail Messages ~ E-mail sent to all members on a “Global Address List” generates a heavy burden on the computer systems and network that have to route and store them. In many cases global messages interrupt the work of a substantial number of people. All Global Address e-mail must be approved by the department head before it is sent.
- h. **Reporting of Security Violations:** Any individual suspected of unauthorized use of e-mail should be reported immediately to the department head and to the City Manager.
- i. **Reporting Technical Issues:** Technical assistance and support is handled by the City’s IT Department. Employees will report technical issues affecting electronic devices and equipment including device malfunctions and loss of data, within one (1) hour or as soon as practical after discovering a technical issue, device malfunction or data loss to the IT Helpdesk by calling 569-7345 or by emailing ithelpdesk@cityofnewburgh-ny.gov. Employees will request assistance with electronic devices, equipment and data from the IT Helpdesk by calling 569-7345 or by emailing ithelpdesk@cityofnewburgh-ny.gov.
- j. The City expects employees to protect their City-issued electronic devices and equipment from theft, damage, abuse and unauthorized use. Lost or stolen electronic devices or equipment shall be reported to the employee’s department head, the IT Helpdesk by calling (845) 569-7345 or emailing ithelpdesk@cityofnewburgh-ny.gov and the Information Systems Manager within one (1) hour or as soon as practicable after the employee discovers the electronic device or equipment is missing. The Information Systems Manager will lock and disable the electronic device upon notification. A lost or stolen electronic device will be replaced a maximum of three times, subject to availability of electronic devices and funding. The City may discipline an employee or may seek reimbursement from the employee for the cost of the replacement of lost or stolen electronic device or equipment as permitted under this Policy and pursuant to applicable laws, rules, regulations and collective bargaining agreements.

8. **COMPLIANCE (ENFORCEMENT FOR VIOLATION(S)):**

- a. Any violation(s) of this policy may result in potential disciplinary action, subject to applicable laws and collective bargaining agreements, pursuant to the City’s Employee Disciplinary Policy up to and including termination. Other potential disciplinary actions may include but are not limited to:
- (i) Verbal and/or written counseling.

- (ii) Electronic devices will be “locked down” to run only authorized standard software or other limitations on electronic device use.
 - (iii) Internet/Intranet access will be denied if improperly used.
 - (iv) E-mail privileges may be revoked.
- b. As a condition of employment and continued employment, employees are required to sign an “Electronic Communications and Telephone Communications Acknowledgment Form” attached to this policy and available from the City Manager’s Office. New employees are required to sign this form on their first day of City employment.
- c. Upon separation from the City, all employees are required to return all electronic devices and equipment issued by the City. The Information Systems Manager is responsible for the maintenance, protection or deletion of data contained on returned electronic devices and equipment. The Information Systems Manager is responsible for re-setting usernames and passwords. An employee’s final paycheck will be held until all electronic devices and equipment are returned.
- d. Elected Officials are expected to return all electronic devices and equipment issued by the City to the Information Systems Manager upon the expiration of term.

9. INTERPRETATION AND INTEGRATION

- a. The City Manager, with the advice and in consultation with the Information Systems Manager and the Corporation Counsel, shall be responsible for official interpretation of this policy. Questions regarding the application of this policy should be directed to the Corporation Counsel.
- b. This law and the policies, rules, terms and conditions hereof shall be interpreted and applied as provided under the laws of the United States and of the State of New York.
- c. Should any part or portion of this policy be ruled invalid by any court or agency of competent jurisdiction, the remainder shall remain in full force and effect, as the sense thereof may permit.
- d. Notwithstanding the above, nothing contained in this policy will supersede any relevant and/or applicable provision of any collective bargaining agreement to which the City is a party.

Acknowledgment to be signed by employee; user's responsibility.

I acknowledge that I have received a written copy of the Cyber/Electronic and Telephonic Communications Policy for the City of Newburgh. I understand the terms of this policy and agree

to abide by them. I realize that the City of Newburgh security software may record and store for management use the electronic e-mail messages I send and receive, the Internet address of any site that I visit and any network activity in which I transmit or receive any type of file. I understand that any violation of this policy could lead to my dismissal from employment or even criminal prosecution.

Signature

Name (Printed)

Date

CYBER/ELECTRONIC AND TELEPHONIC COMMUNICATIONS
EMPLOYEE ACKNOWLEDGMENT FORM

I have read the City's "Cyber/Electronic and Telephonic Communications" policy and understand that I may bring any questions I have about the policy to my department head. I understand that any violation of the policy will subject me to potential disciplinary action, subject to applicable laws and collective bargaining agreements, up to and including termination.

I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of the City. I also understand that these systems, including the Internet, are to be used solely for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of the equipment or with the transmission, receipt, or storage of information in the equipment. I also understand the City strictly forbids using these systems for any unlawful purpose, including discrimination and/or harassment. I understand that I may not act in such manner as may intentionally, recklessly or carelessly cause harm or damage to City systems.

I agree not to use a password, code, access a file, or retrieve any stored communication unless authorized. I acknowledge and consent to the City monitoring my use of its devices and equipment, as well as personal devices and equipment to the extent that they use the City's intranet/internet, at any time at its discretion. Such monitoring may include printing and reading all e-mail entering, leaving, or stored in these systems, and listening to my voicemail messages in the ordinary course of business.

I understand that any violations of these rules, regulations and standards may be a violation of City policy, or of ethics, or of law. I agree to comply with these rules, regulations, standards and policy. Should I commit, or allow another to commit, any such violation, my privileges to use and access such systems may be restricted or revoked; and/or I may be subject to discipline up to and including termination, in addition to such other penalty as may be applicable under law, including but not limited to compensating and/or indemnifying the City for damages or loss.

_____ Name of Employee (Print Name)	_____ Name of Witness (Print Name)
_____ Employee's Signature	_____ Signature of Witness
_____ Date	_____ Date

PLEASE RETURN THIS FORM TO THE CITY CLERK AFTER SIGNING

RESOLUTION NO.: 260 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
EXPRESSING SUPPORT FOR THE RELEASE OF THE DEED RESTRICTION
CONTAINED IN THE DEED FROM THE NEWBURGH HOUSING AUTHORITY TO
THE CITY OF NEWBURGH CONVEYING PROPERTY KNOWN AS
18 JOHNSTON STREET (SECTION 30, LOT 3, BLOCK 38) IN CONNECTION WITH
THE REDEVELOPMENT OF CITY OWNED PROPERTIES
KNOWN AS THE MID-BROADWAY SITE**

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the “Mid-Broadway Site”); and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council of the City of Newburgh authorized the City Manager to negotiate a development and land disposition agreement with Mill Street Partners, LLC for the development of the Mid-Broadway site and the City; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council authorized the City Manager to execute the development agreement between the City and Mill Street Partners, which development agreement formally designated Mill Street Partners as the Developer of the Mid-Broadway Site; and

WHEREAS, by Resolution No. 146-2016 of June 13, 2016, the parties corrected Exhibit “A” – “List of City-Owned Parcels to be Conveyed to Developer” to include the inadvertently omitted the property known as 18 Johnston Street (Section 30, Block 3, Lot 38) and further authorizes the sale and conveyance of 18 Johnston Street in accordance with the terms and provisions of the Development and Land Disposition Agreement with Mill Street Partners, LLC; and

WHEREAS, the deed conveying 18 Johnston Street to the City of Newburgh from the Newburgh Housing Authority restricts the use of the property for municipal purposes; and

WHEREAS, the Newburgh Housing Authority has requested that the City confirm its support releasing the deed restriction; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh expresses its support for the release of the restriction contained in the deed conveying the property known as 18 Johnston Street (Section 30, Block 3, Lot 38) from the Newburgh Housing Authority to the City of Newburgh.



ZARIN &
STEINMETZ

August 30, 2017

Via Electronic and Overnight Mail

Michael G. Ciaravino
City of Newburgh Manager
City Hall
83 Broadway
Newburgh, New York 12550

David J. Cooper
Jody T. Cross °
Katelyn E. Ciolino °
Michael J. Cunningham °
Marsha Rubin Goldstein
Helen Collier Mauch °
Zachary R. Mintz °
Daniel M. Richmond
Kate Roberts
Brad K. Schwartz
Lisa F. Smith °
David S. Steinmetz °
Edward P. Teyber
Michael D. Zarin

■ Also admitted in D.C.
° Also admitted in CT
° Also admitted in NJ

Re: Mill Street Partners, LLC – Mid Broadway Redevelopment Opportunity

Dear Mr. Ciaravino:

This firm represents Mill Street Partners (“Mill Street”) the selected redeveloper of the City-owned property located along Broadway between Lander and Johnston Streets (“Project”).

We are writing to request, pursuant to the terms of the Development Agreement, dated October 23, 2012, and as amended through March 2017 (“Development Agreement”), that the City express in writing its support of Mill Street’s request to the Newburgh Housing Authority (“Authority”) that it release the reverter clause affecting a portion of the City owned parcel known as 18 Johnston Street (“Reverter Clause”). The next regular meeting of the Authority’s Board of Commissioners is scheduled for September 21, 2017. Accordingly, Mill Street requests that the City provide a letter of support no later than September 15, 2017 in order to ensure that it can be distributed to the Commissioners ahead of the meeting.

As you are aware, the Reverter Clause states that a portion of 18 Johnston Street, the largest of the City owned parcels subject to the Development Agreement, must be utilized for “municipal purposes,” otherwise title would revert back to the Authority. Since May 2017, Mill Street has had several conversations and meetings with the representatives of the Authority to discuss releasing the Reverter Clause. This week, we were informed for the first time by the Authority’s Legal Counsel that the Board of Commissioners will not act on Mill Street’s request unless, and until, the City (as the current land owner) confirms that it supports releasing the Reverter Clause.

Given the City's representations in the Development Agreement that it possesses the "power, authority and legal right" to deliver and perform its obligations thereunder, including, authority to convey 18 Johnston Street to Mill Street with unencumbered and insurable title so that it may develop the site with a mixed-use project, we trust that the City joins in Mill Street's request to the Authority that it release the Reverter Clause. See Development Agreement §§ 7.02 (City Representations), 5.04 (Acquisition and Conveyance of Development Site) & 1.02 (Description of the Development). Providing written confirmation to the Authority that it concurs with Mill Street's request is also required under the Development Agreement as the City expressly agreed to provide Mill Street with reasonable assistance to secure all necessary cooperation from local government agencies and "similar applicable parties" in order to complete the Development. See id. §§ 2.02 (Obtain Permits and Approvals) & 5.02 (Development Support).

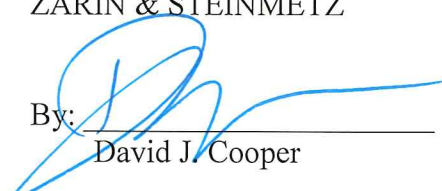
Accordingly, we request that the City provide the Authority with written confirmation that it supports releasing the Revert Clause. In order to comply with the various timeframes under the Development Agreement and the Board of Commissioners' meeting schedule, this confirmation should be provided to the Authority no later than September 15, 2017.

Unfortunately, the failure of the Authority to release the Reverter Clause currently prevents the City's performance of its obligations under the Development Agreement. It is also delaying Mill Street's ability in achieving various Milestones set forth in the Development Agreement. As such, the Term of the Development Agreement must be tolled until the Authority releases the Reverter Clause, or the City is otherwise able to convey unencumbered title to 18 Johnston Street. See id. §§ 6.02 (Force Majeure) & 6.04 (Default by the City).

Should you require any further information please feel free to contact us.

Very truly yours,

ZARIN & STEINMETZ

By: 

David J. Cooper

cc (via email):

Mayor Judy Kennedy

and Members of the Newburgh City Council

Robert Feller, Esq.

Michelle Kelson, Esq.

Michelle Rider, Esq.

Mill Street Partners

RESOLUTION NO.: 261 - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A PAYMENT OF CLAIM WITH ANTHONY IEMMA JR., ANTHONY IEMMA SR. AND
MARIA E. IEMMA IN THE AMOUNT OF \$45,000.00**

WHEREAS, Anthony Iemma, Jr. by his parents, Anthony Iemma, Sr. and Maria E. Iemma, brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Forty-five Thousand and 00/100 Dollars (\$45,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Anthony Iemma, Jr. by his parents, Anthony Iemma, Sr. and Maria E. Iemma, in the total amount of Forty-five Thousand and 00/100 Dollars (\$45,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: __262____ - 2017

OF

SEPTEMBER 11, 2017

**A RESOLUTION AUTHORIZING THE INSTALLATION OF A “CHILDREN AT PLAY”
SIGN ON EAST PARMENTER STREET AND SOUTH MILLER STREET**

WHEREAS, the residents of East Parmenter Street and South Miller Street have requested the installation of “Children at Play” signs on their streets; and

WHEREAS, this Council finds that the installation of “Children at Play” signs on East Parmenter Street and South Miller Street is in the best interests of the City of Newburgh, its residents and youth alike;

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 direct the installation of one “Children at Play” sign at the intersection of Liberty and East Parmenter Street and one “Children at Play” sign at the intersection of First Street and South Miller Street.