

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 11, 2017 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Rabbi Freedman followed by the Pledge of Allegiance and a Moment of Silence for the victims of 9/11 and the people in Houston, Florida and the Caribbean who are struggling with Hurricanes. We need to be really grateful that we don't have that in our lap tonight.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

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

****Councilwoman Holmes left after Resolution #260-2017 was voted on.**

Proposed Executive Session

Corporation Counsel, Michelle Kelson explained this is an Executive Session to discuss matters pertaining to the employment history of a particular person or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person.

Mayor Kennedy asked if all were in favor of entering Executive Session.

All in favor the Council entered Executive Session at 7:07 p.m.

Councilwoman Abrams moved and Councilman Harvey seconded to exit Executive Session.

All in favor the Council exited Executive Session at 8:00 p.m.

COMMUNICATIONS

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Carried

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

City Manager, Michael Ciaravino said many people know that for the past three years the City of Newburgh Police Department has undergone its own internal renaissance in terms of its leadership structure and accountability to each other and the community. Foot Patrols have begun, community relation programs, gun elimination programs and many other programs have been designed for early intervention and at risk individuals as well as the overall relationship building that has produced some very good opportunities for us to learn about our community and how to fight crime effectively. How to develop confidential informants that trust the Police and who want to make their own block and street a safer place. In the past this was very hard to come by but through a lot of hard work from every Police Officer on the Beat to the leadership and command we have produced a market decrease in crime. While we are proud of those achievements we experienced a setback with an offensive posting that was brought to his attention on August 22nd in which a Confederate Flag was in a photograph with three individuals wearing baggy jeans about halfway down the buttocks. The statement said that the flag did not offend but the way in which the pants were worn did offend. When he was made aware of that by Mr. Sparks, he was offended. He called Lt. Weaver who immediately reached out to the leadership of both the PBA and PSOA and it was very clear and apparent that no one found this to be acceptable behavior. We are all offended and we need to continue to be vigilant. We received a statement from the new PBA President, Joe Palermo as the former President had resigned. That statement reads, *"The City of Newburgh Patrolman Benevolent Association would like to make it clear that we as a Union IN NO WAY support or condone the recent post made by an individual member. We are a proud and diverse Union that will continue to work vigorously for every member of the community despite their race, religious beliefs, economic status or sexual orientation. Our pledge of service, courage and commitment will continue in our quest to garner relationships within the community and we will not allow an individual's lapse in judgement to define us. The Patrolman Benevolent Association has addressed the individual who took sole responsibility for the post and has been dealt with accordingly"*. The second statement is from Kevin Lahar, President of the Police Superior Officers Association (PSOA) which reads, *"The City of Newburgh Police Superior Officers Association includes Sergeants and Lieutenants in the Newburgh Police Department. Our members and the Police Department as a whole have made tremendous strides over the past few years bridging the gap between our Police Department and the community we serve. The actions put forth by one individual who posted to the PBA social media account is appalling and in no way reflects the views of the PSOA or its members. The PSOA is not naïve to what that type of symbolism means and we unequivocally condemn the post in which it was used on the PBA's Instagram Page. The PSOA itself has African-Americans, Hispanics and Caucasian members consistent with the community we*

serve. We believe in life, liberty and the pursuit of happiness. We completely and wholeheartedly condemn any form of discrimination based on race, ethnicity, sex, religion or sexual orientation. We support the City of Newburgh, its City Manager, and the community and residents that we serve. We will not be deterred by a PBA member's lapse in judgement and will continue to show the City of Newburgh community our dedication to restoring the bond and trust between residents and the Police Department through community outreach, policing programs and our proven crime reduction initiatives." From Lt. in Command, Aaron Weaver a Press Release was issued that same day that reads, "With all of the recent events that have arisen around the Country regarding racism and the Confederate Flag, the City of Newburgh Police Department wished to convey its deepest apologies to the community regarding a recent posting on Instagram by one of its members. Our department has worked tirelessly to create transparency within our department and to build an open and trusting relationship with the community. We sincerely regret any damage caused by one person's thoughtless and inflammatory posting and we sincerely hope that members of the community can look past this one person and see the many dedicated officers whose goal it is to serve and protect all members of our community with equality and fairness regardless of race, religion, sex or creed. We will continue to maintain the level of transparency and openness with the community that we have worked so hard for and hope to move forward with an open and honest dialogue. We hope that the community will continue to stand with us to forge a strong and trusting relationship". For us it is no surprise that after these events that have happened recently with regard to this most potent symbol that this issue would continue to seep through into communities around the State. He is proud to report that there was a swift and sure response received from our leadership at the Police Department and this matter is far from over. It was just discussed in Executive Session and while none of us are able to divulge what was discussed he said that they will continue to look into this matter and there is an investigation. We will wait for all of the facts and a direction from our legal team as to how to proceed. On behalf of the City of Newburgh he wanted to apologize to everyone who may have cast doubt that despite the progress we have made this is still going on. At the end of the day the price for freedom is eternal vigilance and none of us should take it for granted the strides we have achieved. None of us should take for granted that we had a President named Barack Obama for eight years and what followed is almost a pendulum that swings the other way. We should see this as a wakeup call to continue advancing the causes and the battles for equality in this Country. Pay attention and look around to see that what unites us makes us stronger. We must continue to send the message that this is utterly unacceptable and question the motives of those who would seek to divide us. We will work with our Newburgh Police Department and the success that we are so proud of that they have achieved. We will see this matter through to its logical, fair, just and legal conclusion. He added that we are moving in the right direction. DPW just recently conducted another survey of the lights in our community which will be reported to Central Hudson to be replaced. We also now have the ShotSpotter technology which is up and running in our community with very interesting results. There has been a marked significant decrease in gunshots since it was installed. Bullet to body shootings are down almost 80% for August compared to August of 2016 and our year to date reduction is 59% over last year at this time. There was fifteen this year versus thirty-seven in 2016. The Police Department has conducted thirty-eight foot patrols in August which is an average of just over one per day. Year to date our officer initiated activity is up by 27% and our Part One crime is down 11%, our violent crime is down by 10% and our property crime is down by 12%. We are not satisfied with these percentages but are pleased that they are trending in the direction that they are. We are not happy with what happened recently with a

positing on Instagram but we welcome the opportunity to open the dialogue in our community whether it be with foot patrols or other community engagement relationship building opportunities. He thanked Lt. Weaver for his leadership and the team at the Newburgh Police Department for the quick handling of this most recent disgraceful matter and for the recent announcement regarding the crime statistics.

At the Recreation Department with school beginning registration for the next session of the Positive Image Teen Program is ongoing. The Teen Program is designed to promote health and personal development for High School aged youth. The Program meets 5:00 p.m. to 9:00 p.m. on Fridays and 1:00 p.m. to 5:00 p.m. on Saturdays and will include two trips to New York City. For more information contact the Recreation Department at 569-7379. Registration for our Fall Soccer and Basketball is ongoing and information can be found on the website at cityofnewburgh.recdesk.com.

The Water Department announced this afternoon that due to a twelve inch water main break caused by a private contractor in the area of Liberty Street from Elmoor Place to Nicoll Street and Elmoor Place from Liberty Street to Powell Avenue there is a Boil Water Alert. We were required to issue this notice because we lost pressure and this notice will be posted on the City's Website, Facebook Page and in a Press Release. We will continue to test the quality of the water and are working diligently with the Orange County Health Department to ensure the safety of our water supply. He reminded everyone that the Water Department is holding Open House tours every second Saturday of the month. The next tour will be on September 16th from 10:00 a.m. to 12:00 p.m. and you can call (845) 565-3356 to schedule a tour. He has a lot of impressive work to report regarding the Water Department and will try to get it on the City's Facebook Page. He noted that we finished conducting the design of our future bridge on Lake Drive and are working to produce a timeline for the Council of all of the progress that is being made. It was made clear at the Work Session that the Council wants more information on what happens before shovels go into the ground. There are design phases, completed planning phases, plans that have to be designed for specifications for bidding and then ultimately construction completion dates. We have put together one timeline as it relates to the Liberty Street and Grand Street sewer separation and we have requested the most recent update from Central Hudson as it relates to their gas line replacement, which presently looks like a moonscape on Liberty Street. Our goal is ultimately to be able to produce information that is understood by the community and our City Council.

Last Thursday there were questions about the gas lines and how they were inspected so we worked on that and he asked Assistant Chief Horton to give an update.

Assistant Chief Horton said that there are multiple gas lines replacements being done on Fullerton Avenue, Mandigo Place, Liberty Street, N. Montgomery Street, Grand Street and a few other side streets. We have issued five hundred and seventy Street Opening Permits in the last three months for those projects and we usually only issue about seven hundred and fifty Street Opening Permits for the entire year. Unfortunately our Plumbing Inspector is solely responsible for managing the openings and closings of those and there were some concerns regarding sometimes the roads not having been paved as well as some questions regarding Dubois Street, Lander Street and Johnston Street. There are fifteen buildings in that project and each one requires four new openings for gas, sewer, water and sprinkler systems. What is happening is that after one contractor finishes his work the

next one comes along and re-digs the same hole which is why they haven't been paving some of those. The ones they can close they have and the plan is that they use six inches of binder so when it's ready for full paving they will come back to mill off the top and then do a complete pave job. Because our Plumbing Inspector is busy with all of this work we plan on training, with Chief Ahlers permission, some of the other Code Offices to manage the street openings and how to close them. We also have to keep in mind that the street openings for the last two years are being managed as well because when someone opens a street they are responsible for that hole for two years. If there is any sinking, we bring the contractor back to make those repairs. The Plumbing Inspector has a spreadsheet to keep track of where all the holes are and what the status is. Some days the problem is that it gets dusty and holes are left open but sometimes with the gas line work they have to leave pressure on the lines to be sure they are holding and tight. Those machines you see in the middle of the street at night are holding air pressure in the lines which is why the hole hasn't been closed overnight. When they return in the morning and there is no failure then they can continue with their work. Some of the other problems they have been experiencing is that the lines are below other utilities so for their manpower to work in the trench safely they have to put a trench box in. To do that they have to disassemble the box to get it below the lines and if that happens late in the day it is impossible to complete the job before dark so steel plates are placed over the hole. We have been working more diligently, especially on Dubois Street where there are four openings including one sidewalk to get them to finish their work and get them paved.

Councilman Harvey said that in the last three months five hundred and seventy Street Opening Permits were issued to Central Hudson who hires Precision Pipeline is that correct?

Assistant Chief Horton said that they are not all for gas lines some are just regular projects.

Councilman Harvey said that we have had five hundred and seventy Street Opening Permits in the last three months and one Plumbing Inspector who is the only individual who has oversight on them. It was mentioned that with the Fire Chief's permission they will start to train people in the Codes Department to assist with this but if something hadn't been mentioned this past Thursday it wasn't even on their list of priorities. We have one person with oversight authority when our infrastructure is so bad that we have DEC Consent Orders to repair things and we can't even get a road repaved. The sentiments that we were expressing on Thursday were from our constituents that our City is crumbling with all of these street openings and repairs to the gas lines. We can't even get a road repaved in our City from March through September. It is really discouraging that we only have one person for oversight authority for five hundred and seventy street openings when you know he cannot properly manage all of them.

Assistant Chief Horton said he can't talk to the DEC Consent Orders but they have talked about the street openings and training other Code Inspectors well before last Thursday night.

Mayor Kennedy noted that we have five hundred and seventy permits but they are not all open at the same time.

Councilman Harvey asked how many do we have open?

Assistant Chief Horton said he does not know exactly but he believes it's several hundred.

Councilman Harvey said we have several hundred open and one person with oversight authority.

Mayor Kennedy said that speaks to the fact that we deal with understaffed personnel on a regular basis and Budget issues.

City Manager, Michael Ciaravino said that we are working to cross train other staff to be able to do what the Plumbing Inspector does because there is a shortage and we also don't want to raise taxes by hiring what we think we need to keep up with the pace of development, renovations and the work that is now going on. There are homes being renovated and rebuilt from the inside out on many streets where these street openings are occurring. It is a sign of the progress that we are making as right now we have a lot of Street Opening Permits that have been issued which we believe will ultimately produce a tax base with ratables for the community. While it is not the answer to the high taxes it is going to help and we believe that the work going on right now and the inconvenience that the community is experiencing will ultimately translate into a more robust and fully occupied community within the next three to four years. We believe that there is an opportunity here for us to put in the sacrifice now with all of the dust because this is long overdue work. He feels that this infrastructure issue has been ignored for decades in some ways and we are finally doing the tough work. This work doesn't automatically lend itself to a ribbon cutting as it's not the type of thing that is above ground but it is worth it and it needs to be done. At the end of the day while it is an inconvenience and there is a shortage we would rather cross-train than hire more Inspectors. We are already spread thin but we would rather not have to hire additional Plumbing Inspectors if we can make do with the team that we have. We are trying to hold the line on hiring and expenses so that we don't have to mess with taxes if we don't have to.

City Manager, Michael Ciaravino continued that there is a demolition that began today at 117 Moores Hill Road and we expect that this structurally deficient house that has been falling apart for a long time will be carted away. He thanked our partnership with the Town of New Windsor for their help with all of the requirements we had to comply with in their Town. In regard to the soil borings, one of the problems with drilling the holes that go down as deep as thirty feet is the presence of glacial till which caused substantial damage to their drilling equipment. Thanks to their patience during the work and the recent road closure that our community was inconvenienced by in August this was necessary in order to facilitate these drilling operations. The South Water Street Sewer Separation Long Term Control Plan Project contractor broke ground at 7:00 a.m. on September 11th. Work will commence on the construction of the new Sewage Pump Station at the Wastewater Treatment Plant and detours will be posted within the coming months on the City's Website, Facebook Page, News Media and various message boards. We also have a Regulator Number 2 upgrade and have submitted our plans and specifications which is the work that goes ahead of the actual physical work seen. Plans and Specs were submitted on September 1st to the DEC and Environmental Facilities Corporation for their review and approval. Construction on this Project will commence in March, 2018 and will be completed by March, 2019. Our sewer camera truck is

continuing to conduct sewer televising every Tuesday and Thursday. This is part of the expenditures that were permitted through the Capital Plan which supports our Department of Public Works. We purchased the state of the art robotic camera sewer system in the Spring of 2017 and are required through our DEC mandate to televise all of our sewer mains within the next four years as well as report their condition to the DEC and then develop an Asset Management Plan and a Capital Plan to address any deficiencies found.

Any Council member interested in seeing this equipment is welcome to coordinate with him, Jason Morris or Chad Wade to join them and take a look at this amazing equipment. We will begin the reconstruction of First Street between Front Street and the First Street Fishing Pier. The planned work includes reconstruction of existing curbs and sidewalks for conformance to the latest ADA standards, installation of decorative crosswalks and a pedestrian plaza at the entrance to the First Street Fishing Pier. The Pedestrian Plaza will include benches, a bike rack, trash receptacles, lighting and landscaping. This Project is meant as an enhancement to the recently constructed Fishing Pier and while construction is ongoing the Fishing Pier will have limited access. Traffic along Front Street within the vicinity of First Street will also be disrupted during construction hours but access to local businesses will be accommodated. Work in the area will commence on September 13, 2017 and will be completed by the end of October. Many may have noticed that the thirty inch storm water replacement project is near completion on Renwick Street. Our DPW recently removed a section of sewer pipe that we posted on our Facebook Page clearly showing the level of deterioration that has been going on for a very long time. The pipe at the top and sides look fine but the bottom was completely eaten through so we suspect that what went through there was not being retained. He ended by saying that the Ground Breaking Ceremony for our Skateboard Park was held this past Friday on September 8th at the Activity Center. The work was started today on September 11th and we hope to have it completed by December of this year.

Mayor Kennedy noted that with all of the home construction, street construction and gas line replacements going on in the City we have to remember that nearly fifty years has passed without a lot of work going on with our infrastructure. She would like to ask the DPW what it would take to put up some signs saying "*Pardon Our Mess While We Renovate.*" When this is all done our City will look better, we will have gas lines that will be safer and eventually by the end of this year we will have some more streets paved.

PRESENTATIONS

Certificate of Appreciation to Schnekwa L. McNeil - Lights on Newburgh

The Council presented a Certificate of Appreciation to Schnekwa L. McNeil for her work with the Lights on Newburgh Program.

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

Mayor Kennedy called a public hearing that was advertised for this meeting to hear comments concerning a proposed amendment to Local Law No. 1-2015 which adopted a residency requirement for department heads.

Michelle Kelson, Corporation Counsel explained that Local Law No. 1-2015 was adopted on January 12, 2015 requiring that the Municipal Officers listed in the City Charter be residents of the City of Newburgh. Newly appointed officers would have to move into the City and become residents. After that Local Law was passed there were some concerns raised about the application of the Local Law and those concerns fell into two general categories. The Local Law exempted anyone who was already a municipal officer on the date of adoption from the residency requirement but employees who were already employed by the City of Newburgh who might have thought about being considered for a subsequent appointment to a municipal officer's position were not exempted so there was some discussion whether there was a sense of fairness in that regard. The second category of concern is whether the residency requirement might limit or impact the best practices of recruiting for some of the most senior City positions. The proposed amendments are an attempt to address these concerns in two ways. One would enlarge the exemption for not only employees who were already in a municipal officers position on the date the Local Law was originally adopted but also anyone who was an employee in the City on the date of any adoption of a prospective amendment. An employee who could be considered in line for a promotion for a municipal officer position would also be exempted from the residency requirement. This would address recruiting efforts and allow waivers to be addressed on a more case by case basis with factual evidence presented by the entity making the appointment.

Drew Kartiganer, 30 Meadow Street, feels this Local Law should be revoked. He read the submitted comments. (copy attached)

A resident on Grand Street believes that you need to be where you live and work. You need to walk the streets and meet the people. She understands that we had an Acting Police Chief who was wonderful but not wonderful enough to move his family here and risk his own children in our schools or his wife on the streets where we walk. Perhaps you have to increase the benefits but she feels that it is very possible to get good people to live here.

Barbara Smith, City of Newburgh, thinks we have to ask for examples of what this change in the residency law has had a positive effective on. Those who have made it above through testing or a promotion what have we had to do to keep them here? It creates a system of dependency upon the liking of an individual and it should not be that way. When reading number four it states "*Notwithstanding any provisions of this Section to the contrary, any person who is employed by the City on INSERT DATE.*" What date are you going to put there? "*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*". There has to be a simpler way that is fairer to everyone. When someone is hired, they gain seniority and we hope they want to work their way to the top. If they want to take an exam or an appointment is available, can't we say that because they have been working for the

City for a certain amount of years they are exempt from having to move into the City because they have already done their time? Any new hire that comes to the City we can say that these are the terms of employment. She asked if it states on the Civil Service examination that you have to be a resident of the City of Newburgh. If not, are they told during the interview that they have to move into the City? That doesn't make sense to her.

Kippy Boyle, City of Newburgh, found this very confusing and said it seems like this was written because we need to rectify something that didn't work and now we're trying to correct it. We need to spend some more time thinking this through and maybe it's time to look at the rules. If we are exempting people from this because we didn't want to lose them then why not set it up so that qualified people don't need an exemption to be able to work here. Our City is not very big so instead of a residency requirement couldn't we say that someone has to reside within 10 miles of the City? That would mean people from New Windsor and the Town of Newburgh who work here are contributing and showing their dedication to our City. She doesn't understand this whole thing as it's written in a way that is very cryptic. If they were to start this tomorrow, who of the employees would be affected by this? Are you trying to hire someone who would be affected by it? The thing she feels would not work at all is that there would be more individual opportunities and we would have to work on an individual basis and analyze each individual situation. That just leads to hiring practices that just aren't ethical.

Corey Allen, City of Newburgh disagrees with what was just said as he thinks that residency restrictions should be enforced. This is a very special city and if you want to work here then you should love it enough to live here. Department heads and restrictions make effective bosses. We talk about people getting trained for jobs here and going elsewhere for better pay so this has to be worked out. If they don't want to live here then they shouldn't want to work here.

Alden Link, 4 Clark Street, thinks it is unrealistic to expect every City employee to live in the City of Newburgh. There isn't enough housing that's suitable. They shouldn't be restricted if they are qualified for the job.

Roxie Royal, 57 Farrington Street, said it doesn't look good to her or Newburgh that we don't have people who are capable to hold office and make decisions for our City. If it's so bad that you don't want to live here, then why do you want to work here? They are being paid with taxes that the homeowners and landowners pay in this City so if we are paying the taxes and the penalties for living here the jobs should be open to us. We don't have jobs for the people who are living here but we hire people who live outside of the city to work here. If the housing isn't adequate for them to move here, why is it adequate for us to live here and pay taxes? This is our City and we don't have people who are capable of running it and making the rules and regulations for us to live by.

Councilwoman Abrams thinks this is a good law. It is not perfect but she thinks it will help find the best people for our city which is the most important thing to her. To get the most experienced, qualified and educated people working for our City at the Department Head level.

Councilman Harvey thanked all of the residents who spoke about this sensitive, volatile

issue. He noted that we did have a breakthrough today where it was made known to him that we have a Police Chief candidate who has scored the highest on the Civil Service Exam. He is a Lieutenant in another city Police Department and he is willing and able to move to this City and fulfill this requirement for residency. Prior to conversations with this candidate he met with three candidates for Fire Chief who each expressed the fact that under no circumstance are they willing, able or have a desire to live in this City as the Fire Chief and they too were qualified with twenty plus years in our City Fire Department. He doesn't question their dedication to this City because those individuals have worked very hard for well over twenty years putting their lives on the line as first responders. He doesn't question their loyalty or dedication to the City but because of the breakthrough we had on the Police Chief candidate side people are willing to relocate when needed and necessary for a long term career opportunity. People do make that choice and he would be remiss not to say that the City Law was created for a reason and there are great arguments and debates on both sides. It is a tough decision to ask people who live in another community to uproot their families and friends to come to the City. On the other side of coin there are people who earn their money to feed their families from our City tax dollars and then they ride out of the city to enjoy the grassy knolls, trees, foliage and the communities that they may live in but when something tragic happens in our city they say, *"That's their problem, let them deal with that"*. There are so many people who ride out of Newburgh with our money. We have the safety issue, the dedication and loyalty issues and the residency requirement for top positions but the economic element is that if someone earns their money in a city municipality more than likely they are going to spend the money they earn from this City in their community. There are arguments on both sides that have been well presented tonight and they ultimately want the best qualified leadership but a city residency requirement was written and put in place for a reason by our predecessors on this Council. He respects and honors that so there could be a way to compromise if we cannot find a qualified person willing to live in the City. If there is a dire need to fill that position of leadership then we may have something to fall back on.

Councilwoman Holmes always agreed with the residency requirement because if she can live here then her Department Heads can live here. She knows they did a waiver with some people but we should continue to advertise because there will be someone willing to come here. She is not changing her mind on this requirement.

Councilwoman Mejia said she was one of the proponents who put this forward and she firmly believes that Department Heads should reside in the City of Newburgh. We are at this juncture because we have had some turnover in the Department Heads who were no longer grandfathered in and this is a proposal from the Executive Branch to help deal with the dilemma that is on the table. We have gone through Civil Service Examinations and had candidates who are qualified. In the Fire Department, we had the statement that was made by Councilman Harvey and then we have another route for the Police Department so we have two very different routes before us. How do we collectively collaborate with the Executive Branch to fulfill this requirement and honor the current situation of these two very different departments who are crucial to the safety and well-being of our City? She appreciates the City Manager bringing this forward because at the end of the day there will be some evaluation of the City Manager's performance on how positions are filled. If these are the tools that he is given, then the evaluation needs to merit and take that into account because this is a tall order to ask someone to fulfill with the residency requirement. We also have an opportunity to test the longevity of the Local Law.

Whatever gets decided by this Council she wants the public to know that we are at this juncture because we have two key positions of safety in our City that are at a standstill because of this residency requirement. We have to find a way to move forward in a way that honors individuals who have been here and the residents who live here. When you paint the picture that people ride out of the City, there are a lot more people who stay in. We have a lot of Department Heads who have lived here in the City for decades and we have a lot of supporting staff who also live here. What a privilege to be able to roll out of bed and walk to your job. We have to continue to encourage people and think about some of the suggestions that were made about incentives to get people to come live here. She has been asking the City Manager for data and examples about this ordinance because it was one of the first "babies" we were able to put forward under Ward representation and she knows there needs to be more conversation on this.

Councilwoman Rayford said she is for this residency requirement because we love Newburgh. We don't like to hear that you can't find people who are qualified here because that is not true. She asked how many Department Heads do we have currently and how many are residing here in the City of Newburgh? One Department Head asked for an extension on this residency requirement because they weren't able to move in a certain amount of time. Concerning our potential Police Chief and Fire Chief it was an eye opener to the Council and we must be reminded of other people who have applied for the Fire Chief position. Resumes were sent to the City Council and the City Manager that were ignored because one person wanted to come and reside here so he was ready to relocate and accept the salary. Is bias going on with the hiring of these people? Is there favoritism going on? She wants to know because they want to be fair. She was educated here in the City of Newburgh so no one can tell her that she is not educated or qualified. Be sure you know what you are talking about because letting people down is not how we do things here. We are a city where we try to lift each other up.

Mayor Kennedy said this is a tough issue. She voted for it reluctantly but had a hesitancy about it. One person asked tonight, "*How is it working out?*" Since it was adopted there have been multiple conversations at this table as well as contention and difficulties in hiring people. She loves Newburgh and has been here now for eleven years but she faced the issues that some of the people are struggling with. When she needed to downsize and find a smaller house, she wanted something with a yard and a garage which was very difficult to find. As we look at some of these rules she wants things to be fair. We live in a 3.8 square mile area with 30,000 people so we can't compare Newburgh to the City of New York, Albany or a City of a much larger size with a larger population base. She wants the best and brightest for the City of Newburgh. As an example, our current Comptroller is probably one of the best that she has ever worked with but she lives a few miles outside of the City limits. She bought her home in 2006 at the top of the market so in order to move into the City of Newburgh she has to sell her house at a loss, uproot her kids and move in two or three miles. She can understand if someone is traveling long distance then of course they aren't going to commute and will move here but if it's a matter of only two or three miles then it doesn't make sense to move. Does it make sense to sell your house at a loss and try to recover from that when you don't know if you will have a job next year? She understands the economic issue that if you live here you are more likely to spend your money here but she admitted that she spends her money outside of Newburgh often because she can't find what she is looking for inside of Newburgh. She asked the other Council members if that was true for them and they agreed. We can't find what we are

looking for in the City yet but the City is expanding and growing. We live in a commutable world today so people are commuting back and forth all over the place. Why do we think in the City of Newburgh that we need to be this isolated unit? We are going to draw a circle around our 3.8 square miles and say, "*You all have to stay in here, you all have to work here and you all have to live here*". That hasn't been working out too well because we have a struggle with these Department Heads. She is in favor of modifying it and believes they have to look at the bigger picture. We want the brightest and the best people and we want people to have choices. We shouldn't be uprooting people and creating economic stress on them if they are qualified and can do the job. She just wants the best for this City because she has worked so hard to turn it around and she wants to keep that movement going. This is a very difficult issue.

Councilwoman Angelo added that for many years the Civil Service application stated that you had to be a resident of the City in order to get a job in the City of Newburgh. Then the American Civil Liberties Union came in and filed a lawsuit against the City of Newburgh allowing people who are not residents to get jobs if they lived in a radius of she believes twenty-nine miles of the City. Why can't we take action ourselves to change this?

Councilman Harvey said that both Mayor Kennedy and Councilwoman Angelo voted for this residency requirement for Departments Heads in 2015 and now they are flip-flopping on the issue.

Mayor Kennedy said that one of the things they should all be open to is learning. Yes, she voted for it in 2015 but has since seen the fallout. A lot of unexpected and unanticipated issues have come out of this and she has seen what the difficulties are with hiring so yes she has learned and yes she has changed her mind.

There being no further comments this public hearing was closed.

* Submitted and read by Drew Kartiganer at City Council Meeting 9/11/17

Date: 9/11/17..

Subject: On the Residency law for department head hearing...

City Council should revoke this law... (in total)

On its surface and first blush... it sounds really good...
but when you try to implement it... it is bad.... very bad...

the issue is in the details...

Newburgh is a City of about 30,000 people....
and the VERY BEST people for these positions are probably not living here... now..

* You need the very best in Newburgh

And making any candidate for these position live here...
undercuts Newburgh's ability to hire the very best possible people....
in some of the most critical position the City has...

as a result...

this law undermines the City of Newburgh from being able to provide the very
best government to its residents.....possibly

and that is exactly the opposite of what you, as elected representatives want
from the City Administration...

Make no mistake...

making the City Manager live here is good...

making the departments head live here is going too far with the concept...
all

For reference...

if you draw a 60 mile circle around Newburgh...

there might be 100 people who would qualify for the senior department Heads
positions you have listed...

1

assuming those people are relatively intelligent and competent...
they will look at the conditions they need to meet if they are hired...

so..

Here are the questions a reasonably intelligent applicant might ask.....

should I move my spouse and family because of this possible job?..
should I move my kids away from the kids that are their current friends
should I move away from the Church and friends and life I and my spouse have
lived and developed for years...?..
should we sell our house to move to a neighborhood we don't know...
should we spend the pretty big bucks to move to Newburgh?..
in essence, should we pick up our lives.. abandon our current lives... and move..?..
and..last...
Is it worth all this to move my life to Newburgh for a raise of (\$..xxx,xx) dollars..

and it should also be noted...

should we do all this knowing I can be fired at any time...
by a City Manager who might simple decide he can fire me for whatever reason...
and who, based on history, can be fired pretty much every election cycle?

The alternative for many of these job applicants...

is I wait for the next job opportunity that offer greater stability...
so my life...and my family.. can continue with the life they have...

Personally, I would not even apply for the job...

if you have 100 possible candidates in a 60 mile radius of Newburgh...

I would guess...

2

if they are smart and any good at what they do...
at least 50% of them they will not apply....

And Newburgh will lose out on getting the best candidates for these positions...

And that is exactly what Newburgh can't afford to do...

you need the very best possible people in the department head positions
and if you do anything to undermine that effort...

Newburgh loses.

and this law undermines it..

and Newburgh loses because of it...

In closing...I might suggest. *As An Alternative,*

if you think department head residency is something you want to push,
a carrot might work better than a stick...

Maybe you would agree to a 3% pay increase if hired...

If they live/ move to the City...

that would be better than this..
and not cut you out of candidates..

Respectfully submitted...

Drew kartiganer



Newburgh City Council notes. Residency requirement. 09 11 17

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL
MATTERS OF CITY BUSINESS

Omari Shakur, City of Newburgh, said that he would like some information on the issue concerning the Confederate Flag and they don't want that Officer working in the community. It is now 9:30 p.m. so he suggested going right to Resolution #262-2017 because there are families here with children who have been waiting for two and a half hours to discuss an important issue. He noted that the Election is tomorrow so get out and vote.

Jeffery Link, 120 Broadway, said his comments relate to resolution #260-2017 regarding the release of the deed restriction for the Housing Authority and showing support. He believes that Councilwoman Rayford has some conflicts of interest as it relates to this vote and she should recuse herself. He has consulted with a Lawyer to confirm what he believes is true that the conflicts relate to her husband working for the Housing Authority. If the Council does pass the support for this, there is a strong likelihood that Mill Street will end up paying something to the Housing Authority. A while back Mill Street made donations to buy uniforms for her husband's organization.

Councilwoman Rayford said, *"That is a lie. They gave nothing. They bought uniforms for the Football Team, the Steelers"*.

Mr. Link continued that his first point is the one he believes is the most valid which is that if they pass this resolution, the Housing Authority could end up benefitting by getting a payment from Mill Street to release the restriction from the deed. He thinks that is significant and at a minimum if she chooses not to recuse herself today, someone should speak to Counsel to make sure that the vote will not cause a problem down the road.

Drew Kartiganer, 30 Meadow Street, in regard to resolution #260-2017 submitted and read the attached comments. (copy attached)

Ronnie, resident of the Foundry on Johnes Street said that he is here tonight regarding several incidents that have transpired with a neighbor of his. On three occasions the Police were called but did nothing and he was fined \$150.00 for smoking marijuana, which he doesn't. His neighbor was parading up and down the hallway saying that the smell was coming from his apartment so they exchanged words for about forty-five minutes. He called the Police who came and took a report but they said that since his face is not in the video there is nothing they can do. A few days later he had graffiti on his door with racial slurs so he called the Police again and made note of it and took picture but nothing has happened. The third incident was only a few days ago when this individual knocked on his door and was being very aggressive and belligerent. He noted that this individual is actually a State Trooper so every time the Police come he speaks to them first and there is no resolution.

Councilwoman Harvey told him not to leave because they are going to hear from the Acting Chief on these matters.

Pauline Dillard, City of Newburgh, thanked the Council for voting on the Petting Zoo. She appreciates it because it's something the children needed and it wouldn't have gotten done without this Council. Newburgh needs a Council that loves and has compassion for this City. She told them that they should be proud of themselves because they have torn down blighted buildings that have been standing for thirty years and they paved roadways that haven't been paved in thirty years.

Hannah Walsh, City of Newburgh, said in regard to resolution #260-2017 that it sounds like there are some issues still to be considered. She pointed out a bit of irony that one of the major issues she keeps hearing about with this Project is the lack of public space and we have a former City Council who put into place that this land would be used for municipal or public purposes which sort of got steamrolled in the momentum of this Project. She supports Resolution #250-2017 for 120 Grand Street to be used as a site for a public art project and #257-2017 which is applying for an NEA Grant which could bring in money to be used for art projects in the City of Newburgh.

Halley Russo, East Parmenter Neighborhood Association thanked the Council for taking the time to address their wants and needs for "*Children At Play*" signs being installed and for Federal Street being made one way with a "*Do Not Enter*" sign at Washington Street. It is not listed on the Agenda but they also requested the street rumble strips for South Miller, East Parmenter, Federal Street and Amity.

Mayor Kennedy noted that they don't need a resolution for those rumble strips so they can just be put down.

Mr. Washington, East Parmenter Street, said that he is part of the Association also and he wanted to thank the Council for listening and responding to their issues. The City Manager asked the Water Department last week if when the filtration system is installed will there still be harmful contaminants getting through and the answer was unclear. Will we still have to worry about that? It was supposed to be designed to catch the PFOS but will other things be able to get through?

City Manager, Michael Ciaravino, told Mr. Washington that he shares his concern. There is a galaxy of contaminants that are both known and unknown and then there are these contaminants called "*emerging contaminants*" of which PFOS used to be one. The EPA elevated it to a known toxin and although it is still being treated as an emerging contaminate they have designed a granular activated carbon system that prevents it from breaking through and it's held back. We are told that there are other emerging contaminants that the DEC is going to begin testing for statewide. We knew that PFOS was an emerging contaminate but didn't know much more about it so he would like to have the best state of the art information regarding these other contaminants. Particularly those that aren't held back by granular activated carbon. This is a state of the art process that very few other treatment plants in the United States have and we appreciate it. In recent conversation with the DEC it has been indicated that the State will begin testing statewide for these other emerging contaminants. He asked if that will be done in the City of Newburgh with us switching back to Washington Lake and that answer is undetermined. He also asked if there are contaminants, emergent or otherwise, in our watershed that are known as part of the history of dumping or other data archived by the DEC and can we correlate that with certain contaminants that will break through granular activated

carbon. He was told that they would look into their archives and see if there is any correlation and have promised us robust testing. We all know that the testing depends on the latest science so he cannot say with one hundred percent certainty in answer to his question that *"No, we will be in good shape because granular activated carbon catches everything because it simply does not"*. He said that he is not a Scientist so we will need to be vigilant and have to continue to ask these very tough questions before we switch back to Washington Lake's Water.

Mr. Washington said that he knows reverse osmosis is a very expensive process but was that even considered?

Mayor Kennedy said that this whole water issue is a very detailed thing and we need to stick to the public comment portion of our meeting right now. We can take this conversation offline and perhaps get some more information for the general public.

Mr. Washington said that this is a concern and it should be addressed. This could be effecting us as we speak until they do the testing that they are supposed to be doing.

Evelyn Fisher, East Parmenter Street, thanked the Council for listening to everyone in the neighborhood for the safety of the children. She asked how they will make sure that this is enforced. There is currently a One Way sign off of Spring Street that no one pays attention to. She moved into her home in 2013 and called the Police Department the first week she was there because that corner is dangerous. The children play there and people are speeding through so what kind of enforcement will we get? It is unsafe and she hopes they don't wait until there is a fatality.

Alden Link, 4 Clark Street, said that the Newburgh City Council is doing its best to make the City worse. He feels that the deed restriction for Mill Street to use this lot for municipal purposes is a good idea. If the Mill Street Project goes through there will be ninety-one units of subsidized housing on Broadway. It is the wrong project in the wrong place. Too many units in one place may have as many as two hundred children in that building because the County will be filling it with Welfare people who have a lot of kids and there will also be gangs and drugs in there. A building for subsidized housing should be a masonry building with concrete block walls and this will have sheetrock walls. Some people will get union jobs during the construction and a few unskilled labor jobs will be filled by local people but once the building is finished those jobs will end. The store that is going to be in that building has already stated that they won't be able to pay the rent and has asked the City to subsidize their rent. It doesn't make sense to put in a store that will be subsidized by the City and put local store keepers out of business. These storekeepers pay their taxes and the City will not be getting any taxes from this building. The problem with not getting taxes is that the taxes have to be made up by the people who live here and have property in the City. When the taxes go up then the cost of housing goes up because the landlord has to add the taxes to the rent so it has the opposite effect of making subsidized housing more expensive. This whole building is a terrible idea and the Council should be able to understand that.

Barbara Smith, City of Newburgh noted that Councilwoman Angelo said that years ago someone came here and said that you could not make a restriction on people and insist that they live in the City. If there is a precedent that must be set then who sets that precedent?

The higher rate of government or can we locally state that? Does the Civil Service exam state that if you wish to take this test for a department level you must reside in the City or is it a surprise after the test is taken and passed?

Councilman Harvey responded that it is stated in the position announcement and the qualifications before they take the test.

Ms. Smith added that at the corner of Route 9W near the Greatway Tire building there is a sinkhole that is getting deeper so she asked if a metal plate could be put over it.

George Garrison, DPW Superintendent said that he would look into it.

Mr. Iuman, William Street said in regard to the hiring practices that he lives in the City of Newburgh but he works for New York City. He travels every day and the City of New York allows him to live here and work there. They offer incentives to their employees to live in New York City but he prefers to live here. He believes that the Department heads should live in the City of Newburgh but it shouldn't be a requirement that is forced upon them. He thinks we can find credible people from the City of Newburgh that are already here and who know the job and can be raised through the ranks. This shouldn't take hours of deliberation when we have so many other problems to deal with here in the City of Newburgh. A problem that is near and dear to his heart is the bones that were taken out of the ground at the Courthouse. He read in the newspaper that some things are supposed to be done but he hears conflicting stories. Is there a Committee in place and should they be letting people know what is happening? If the City sanctions this Committee, who is responsible for seeing that this Committee does what they are supposed to do?

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

Notes of 09 11 17

Comments to City council

Due Diligence...

Due Diligence is what Mill Street Partners

did not do 4 plus years ago for the Mid Broadway project *that has been stopped because of deed restriction*
seem to

Mill Street does not seem to have done an effective Title Search 4 plus years ago—
on the properties they needed for the Mid Broadway Project. *obviously* they should have...

A quality title search would have exposed this deed restriction that has caused
this problem.... it took me less than 2 hours to find it...

As a result, the deadlines and crisis they now face are problem of their own
making... not the City of Newburgh....

No matter how often and how many times their lawyers may claim otherwise....

if Mill Street knew of this deed problem 4 years ago... they might have solved it...
these are their problems because they failed to perform their due diligence

City Council should know this deed restriction might be more complicated than
you think. It might not be solvable with a quickie resolution requested less than
two weeks ago because Mill Street has a new self created deadline crisis.

to the
FYI... ~~for~~ Councils understanding... Mill Street could have been here 2 months ago
after their Newburgh Housing Authority presentation... in June (?)

~~I~~.. I knew 2 months ago, after that presentation... they needed to be here...
and I'm not a lawyer..

again... this rush to City Council action is a self-created crisis *by* Mill Street....
it is 100% on them... not the City of Newburgh...

1 of 3

W. D. R. M. S.

1

27 of 3

March 19, 1954

Honorable Mayor and
Members of the City Council Newburgh, N. Y.

Gentlemen:

By direction of Newburgh Housing Authority, I am writing to request you to consent to an amendment of the existing loan and subsidy contract between the City of Newburgh, the State of New York, and Newburgh Housing Authority, in the following respects:

other stuff... not included..

4. The conveyance to the City will contain a restriction to the effect that cleared areas must always be used for public purposes approved by the Authority and by the State Commissioner of Housing and will contain a further provision that, so long as the loan and subsidy- (2) contract between the City, State and Authority is in effect, the City can not transfer the property to a private person, firm or corporation or devote the premises to private use without the prior approval of the Commissioner and Authority. If such approval is given, the City will refund to the Authority all sums expended by the Authority in connection with the acquisition, demolition and clearance of said site.

other stuff...

Yours very truly,

AUGUSTUS W. BENNET, Council

Approved

FRANK P. FINNEGAN, Vice-Chairman

Council Mahler moved that the proposal of the Housing Authority be

approved, as set forth in Mr. Bennet's letter, and that the City Manager be authorized to proceed with renegotiation of the subsidy contract between the City of Newburgh, the State of New York and the Newburgh Housing Authority.

Ayes...Councilmen Doulin, Gaynor, Mahler, McIntyre, Mayor Warden...5.

Carried.

3

2 of 3

GO
FYI.. I found some more stuff... you should look at, & need to look at -
own

and Newburgh needs to do its due diligence before they pass this resolution....
to protect itself.... And not make a Mill Street type mistake...here is why...

read the City Council paragraph of March 19, 1954.../ attached..

there are two takeaways for the City of Newburgh out of that paragraph.

1. you, as the City of Newburgh, might/ probably need a state level approval
for action needed to sell the property
AND... this is the big one...
2. The City of Newburgh, might OWE one heck of a lot of money if you pass
this resolution...

Due Diligence is what Mill Street Partners DID NOT DO.. for Mid Broadway...

Due Diligence is what the City of Newburgh better do...
if you want to pass this resolution...

It should take you less than a month to do due diligence
get the information you need and required
in order to protect the City of Newburgh's interests.....

You should TABLE this resolution until that is done...
and there is a clear understanding of what you will be voting on...

if you don't, you will have failed, as a City Council Member,
to represent the best interest of the City Newburgh...

Respectfully submitted.. Drew Kartiganer

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Abrams said to the person who lives at the Foundry that she doesn't know the circumstances but perhaps he can get an Order of Protection against this person who keeps coming to his house. He should speak with Lt. Weaver to see if he can help out.

Lt. Weaver said that he never heard about this situation until now but they can talk about it later and he will look into. He can't make any decisions without having all of the information.

Councilwoman Abrams said in regard to Items #23 and #28 for E. Parmenter Street that this is government at its best. She asked the Mayor if they could maybe be moved to the front of the Agenda.

Councilwoman Angelo thanked everyone for coming from E. Parmenter Street tonight but they didn't have to worry because they are all in favor of voting for it. She thanked Deirdre Glenn for five more properties totaling over \$75,000.00 for the City which is wonderful.

Councilman Harvey thanked the East Parameter neighborhood group which is citizenship at its best. He would like to see more neighborhoods like this one because they are organizing and speaking up showing their children how to get involved with things they want to see changed. To the Mill Street Project he is really upset that they have come to us yet again to ask for something. We have given them everything they need and the last time they came to us we said this is it. This has nothing to do with us, it's political and it's annoying. There have been fights on all sides and here we are again. In regard to the Courthouse bones, this is of great concern to the African-American community. There was discussion that those bones were going to return back to the City of Newburgh and there was going to be a Memorial Park at the Waterfront off of Colden Street dedicated to that effort but there has been some concern with that. There are people in the African-American community who believe that those bones should be put back where they were taken from because that was a burial site. There is more fact finding and discussion that needs to happen. We also need to know if that committee still exists and how many people are on it.

Dierdre Glenn noted that the Committee was diminished with Dickie Peterson's death. He was Chairman of the Committee and voted for the site before he passed away. That Project was presented to the Council two months ago and they approved going to design for the Park. They will be doing a presentation this Thursday evening at 123 Grand Street on the development of that Park.

Councilman Harvey continued that on the Mill Street Project it was really difficult to hear accusations of one of his colleagues whose name was mentioned publicly about possible conflicts of interest. The Council should not be outed like that. He thinks it was done in poor taste and it's unacceptable. There could have been a different way to deal with that as this was not the time or place to out one of our colleagues with accusations concerning conflicts of interest when the facts were not facts. He would be remiss to sit here and accept that type of behavior because it could have been any one of us sitting at this table.

Being an Elected Officer in the City as Council members or the Mayor is a thankless job. The last thing we need is to be targeted or have someone come before us in a disrespectful manner without facts. That should never happen again. Speaking on behalf of his colleague, Councilwoman Rayford, and her integrity and the integrity of the service that she provides to the public. That was done in poor taste and he is not happy about it.

Councilwoman Holmes thanked everyone for coming out tonight and said that she agrees with Councilman Harvey that what Mr. Link did was in poor taste. Nobody should be outed or talked about on the Council especially when they don't know what they are talking about. She feels the same about Mill Street Partners because it keeps coming back and she is tired. What the residents at E. Parmenter Street are doing should be a Pilot for other Streets in our City. She believes that if they speak to Lt. Weaver he will get some Officers to walk in their area. To Mr. Inman she said that she is sure Deirdre will give him the information we have about the bones.

Councilwoman Mejia offered a heartfelt congratulations and thank you to the E. Parmenter Association in regard to Resolution #262-17. What they are embarking on is tough but we have to consistently continue the effort. It has taken a long time but she is so happy that we are getting there and moving in the right direction. The lights are up on the block and she wanted to thank Habitat also for their partnership with the Newburgh Community Land Bank. It takes a long time to be able to collectively turn the City of Newburgh around in a way that is responsible. In a way that honors people who are on the block and welcomes potential newcomers to the area. Her ears perked up when she heard Chief Horton talk about getting additional training for people to do plumbing inspections which is something she would be interested in. Perhaps when our Corporation Counsel has some extra time we can figure out what that hurdle looks like because she thinks that is how this City actively changes. From now on anytime we have a resolution dealing with residents she feels we should be mindful to put it at the beginning of the meeting. She is looking forward to the work that's going to take place.

Councilwoman Rayford thanked everyone for staying tonight and to Councilman Harvey and Councilwoman Holmes for saying what they said about being confronted. She said that she has broad shoulders and she knows the truth. When it comes to people she loves, she is very passionate about it. Her husband worked for the Housing Authority before this Project started and he is not even on the Board. He is the Supervisor for maintenance. This issue we are dealing with for Mill Street Partners should be handled by the Housing Authority Board which is under the direction of our City Manager and we know there are issues with that Board. The Newburgh Zion Lions is an official business with its own 501c3 so if anyone wants to donate or give to that organization they can and use it as a tax write off at the end of the year. When you try to smear something that has been working all of these years helping to keep the youth off the streets and keep them alive that is stuff you need to back off of. To the families of 9/11 she said God Bless and hang in there. She rode through Dubois Street today and a woman from Street Rock Ministries, located at 60 Dubois Street was flagging people down because they are accepting supplies for the victims of both Hurricane Harvey and Hurricane Irma up through September 16th. If anyone wants to give to this cause they are asking for fans, bleach, bath soap, mops, new socks, shoes, deodorant, humidifiers, cleaning supplies, toothbrushes, diapers, paper plates, new underwear, water by the case, wet/dry vacs, work gloves, toothpaste, hand sanitizer, gift cards, etc. As she stated earlier about ethical questions and integrity she had

several people call and approach her so she asked the Mayor and Councilwoman Mejia, *"Did you approach the founder of We Are Newburgh to take the person who is running for Election off using his Organization name with threats of him not getting his 501c3? Did you also threaten him about pulling the permit he had with the Book Bag Giveaway which was on the 27th of August if he did not remove that person's name? Furthermore, did you approach him at Downing Park with \$600.00 cash as a bribe? You may answer no and say it was for the bouncy house and the answer he gave you was no, I don't want your money, the bouncy house is paid for. You said, take it and pay for something else down the road".* These are ethical questions and she believes there should be an investigation by our Police Department or the District Attorney. When you pull something from our children and try to threaten our children from not having supplies that they need for an education that is serious business. For the record we need an investigation going on.

Mayor Kennedy said she was going to make a statement concerning an earlier allegation made at the microphone about people coming to the microphone without clear facts and making allegations about people on the Council. She would say that might be good for the Council members a well. *"Let's be clear". "I saw the statement at the Election Board that We Are Newburgh was a political party. I called Mr. Alvarez and asked him if it was true because he had explained to me over the last many years that he didn't want to be involved in politics. He didn't want to choose sides but his heart and passion was for the City and the children of Newburgh and to make a difference. I have supported Mr. Alvarez in that effort every step of the way and I totally agree with what he is doing. I support the Book Bag Project and I have never threatened anybody. I can't do anything. What I said to him is that you will have trouble getting your 501c3 if you are a political organization and that is true."*

Councilwoman Rayford asked, *"Why did you go to him with that?"*

Mayor Kennedy responded, *"You are making an allegation. Why would I threaten Mr. Alvarez? I like him, he is my friend. All I did was communicate information to him that it would be difficult to get a 501c3 is you are a political organization and that's a true statement."* He said he didn't know that was happening and that the name was being used as a political organization and he wanted it to be stopped. *"He told me earlier that he needed money for a bouncy house as he put a lot of money out of his pocket for these kids, God Bless him, so I said I would be glad to help with the bouncy house. All I said at the Park was that I will be glad to contribute. Someone has turned this into a payoff or a bribe. This is how things happen in this City where people make allegations and turn and twist the facts into something that is absolutely not true".*

Councilwoman Rayford asked, *"Did you not tell him that you were going to pull his permit?"*

Mayor Kennedy said that it is not her choice to pull a permit.

Councilwoman Rayford said that we need an investigation.

Mayor Kennedy continued that they can have any investigation they want because she has

nothing to hide.

Councilwoman Holmes said she wants to move on. She feels that the We Are Newburgh is inaccurate but, *"I did come up on you Judy at the Book Bag Giveaway and you were offering him money for the Bouncy House. I was there and I witnessed that but I want us to move on because I do have a Primary to win tomorrow. I want to get out of here and I want to vote on these items please."*

Mayor Kennedy said that she agrees but she didn't expect an attack out of left field.

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

CITY MANAGER'S REPORT

Ordinance No. 15 - 2017 East Parmenter St

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No 260-2017 - Mill Street Partners

Mayor Kennedy said that she feels they have everything they need already.

Councilwoman Rayford moved and Councilman Harvey seconded that the resolution be adopted.

Ayes - Councilwoman Angelo, Councilwoman Holmes, Councilwoman Rayford -3

Nays - Councilwoman Abrams, Councilman Harvey, Mayor Kennedy - 3

Abstain - Councilwoman Mejia - 1

DEFEATED

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

Councilwoman Abrams moved and Councilwoman Angelo seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 249 -2017 Community Resource Officer Program Agreement

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 252 -2017 Purchase of 41 Wisner Avenue

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 253 -2017 Purchase of 266 Carpenter Avenue

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 256 -2017 Purchase of 545 South Street

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Michelle Kelson, Corporation Counsel explained that this Grant would allow them to partner with other community organizations in the City to install Pop Up Art to beautify the City.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 258 -2017 - Scheduling Public Hearing

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

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

Councilwoman Rayford thanked Corporation Counsel, Michelle Kelson for her hard work on this resolution. There is really no privacy but she said it looks good as she had time to go over the revised part of it again. Because IT and Human Resources are under our City Manager she doesn't think that he should have access to their personal information like Social Security numbers and such. There has to be a level of privacy.

Corporation Counsel, Michelle Kelson said that Social Security numbers are protected and no matter who administers the program they cannot be disclosed to anyone even pursuant to FOIL. It is a personal identifier that would be redacted. They are on file in a few different places not dealing with IT and those of us who are responsible for that data have to keep that information protected by law. If there were some type of breach then the New York State Technology Law would apply and the City would have to undertake very specific notifications and other tasks to make sure that whatever that breach was it did not impact anyone individually. The Policy creates two different classes within the City of IT users; the Elected Officials and the City employees. The standards of privacy are a little bit different so that it recognizes the Council as the super structure above the City Manager. There is no monitoring in connection with the Council's accounts and monitoring is only for subordinate employees consistent with Collective Bargaining Agreements and other policies and procedures that the City might have.

Councilwoman Abrams asked if she heard correctly that the Social Security numbers are impervious even to the Freedom of Information Law.

Ms. Kelson said that we would withhold that unless we had a certain type of release. A Social Security Number is not something that anybody in the City should be disclosing to the public for any reason without a proper authorization. Even the Court System now with all of the electronic filings when you file certain papers you are required to redact that type of information out of any filings that the public might have access to.

Councilman Harvey said that the language in the Policy reads, *"Elected Officials using City property, electronic devices or equipment for personal purposes do so at their own risk"*. That is contradictory.

Corporation Counsel, Michelle Kelson said it is not contradictory. If you are using a tax funded device and you are using it for City business that is fine.

Councilman Harvey said it continues with, *"To the extent that Elected Officials wish that their private activities remain private, they should avoid using the City provided electronic device"*.

Corporation Counsel, Michelle Kelson said for example, *"You should not be doing your electronic banking on a City tax funded device. If you have a City iPad, you should not be doing electronic banking on a City device whether you are an Elected Official or anybody else"*. That is what we mean by private activity. She is not talking about business related to the City such as communicating with constituents or asking for information related to a project that they are supporting for the City. They shouldn't be talking about their child's healthcare application for Summer Camp on a taxpayer device. That is what she means by *"private"*.

Mayor Kennedy added that they can't store their personal pictures, letters or e-mails. We can't store personal business on a tax payer funded electronic device of any sort. If they do, it is not guaranteed to be private because any company has rights to the devices they let you use. If you do that you are putting yourself in jeopardy.

Councilwoman Rayford said this issue came about from the Council's information being wiped off by our City Manager. She still feels uneasy because IT is under him.

Corporation Counsel, Michelle Kelson, said that there has to be someone in your organization who will be responsible for maintaining the security and integrity of your information technology system. That person, whoever it is, is always going to be answerable to your CEO in any chain of command so the City is not unique to that. For those who may be concerned about some type of inappropriate influence, the IT and Human Resource positions are competitively tested positions so they have due process rights before the appointing authority can discipline. Unlike her position, which is exempt, she can be terminated by the appointing authority at any time for any reason as long as it is not an illegal reason. The IT Manager has duties, responsibilities and obligations to protect the City's IT System and to some degree we have to pick someone to be responsible for that.

Councilwoman Rayford said he didn't protect at that point so if it happens again are we back at the drawing board? Maybe he felt that the City Manager should have alerted us but felt that he could be terminated if he did so he had to do what he was asked to do by the City Manager.

Corporation Counsel, Michelle Kelson said that could happen to any single one of us under any policy or procedure that the Council would choose to write and adopt. She can't immunize every single policy from some type of influence and she hopes that by defining each component's responsibilities a little more carefully and clearly that certain things

would have to happen before we would end up in any type of situation where someone's data would be in jeopardy and not retrievable.

Councilwoman Rayford said they would have to look at different options of how we can separate this for the Council.

Councilwoman Abrams said they have to be real careful because it's on them.

Councilwoman Rayford agreed and wanted to thank Michelle Kelson again.

Councilwoman Abrams moved and Councilman Harvey seconded.

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

Adopted

Resolution No. 261 -2017 - Iemma

Michelle Kelson Corporation Counsel explained that when the Executive Session broke up on Thursday night she didn't have the opportunity to let them know that she would be putting this resolution on for tonight. We discussed this particular claim back in August prior to a Settlement Conference that was scheduled. This is a personal injury claim and the Attorneys were able to settle it for \$45,000.00 which is below the maximum that they authorized. We have an adjourn date for for that Conference so it was important to get this particular resolution ratified so we could resolve that case and not incur additional fees.

Councilwoman Angelo moved and Councilwoman Abrams seconded.

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

Adopted

NEW BUSINESS

Councilwoman Abrams thinks they all agreed they would set a date for a bulk pick-up this fall. Can we set it?

George Garrison, DPW Superintendent suggested they discuss it at the Next Work session so they have time to promote it.

Mayor Kennedy said she asked for a date about three weeks ago and this needs to happen so mid-October would be a great time.

Councilman Harvey said it could be on Wednesday, October 18th. That is the third Wednesday of the month.

Mayor Kennedy said that sounds good.

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

OLD BUSINESS

Councilman Harvey asked when DPW is going to do road pavement between now and the winter season. They were told it would start in August and now it is September.

City Manager, Michael Ciaravino, said this is building on discussion that they had at the Work Session and the research that was done by Michelle Kelson regarding a requirement for ADA compliant crosswalks. Right now we are going out to the design bid portion of the ADA crosswalk installation and we are told that in order to not risk the loss of reimbursement for the funding we have to install those first. This was not anything that anyone of us wanted to hear but the plan is that the asphalt will be going down at the first opportunity next year and the ADA crosswalks would all be constructed this year. That is something that we weren't anticipating when we talked about pavement for the season.

Councilman Harvey said that the ADA compliance crosswalks will have to be done first but they will happen when?

City Engineer, Jason Morris said that they are under design right now and we have to get that design approved by the ARC to make sure it's acceptable. It will then go out to bid for approximately nineteen intersections to construct compliant curb ramps. The idea is that we will be done with construction of those curb ramps by spring so that the paving on those streets can be done after that.

Councilman Harvey said that those curb ramps and ADA Compliance won't be done before winter.

City Engineer, Jason Morris responded that they might be but you can't pave in the winter so he would say the spring.

Councilman Harvey said that not one road in our City will be paved this season.

City Manager, Michael Ciaravino said this is the law as it has been explained to us by Michelle Kelson lest we risk the loss of reimbursement.

Councilman Harvey asked, *"When did you find out that this ADA Compliance had to be adhered to prior to paving the roads? If you check the record, we were told that the repavement was going to happen in August"*.

Corporation Counsel, Michelle Kelson said that she and Jason independently participated in seminars last spring for ADA Compliance Regulations. We knew that we had some streets that were scheduled for paving and that those paving activities were going to be considered alterations under the Americans with Disabilities Act. The alterations would require us to bring crosswalks and curb ramps into compliance if they didn't already meet standards. We went back to look at the roads that were scheduled for paving, took inventory of those sidewalks and brought a proposal to the Council to evaluate all of those curb ramps that were connected to those streets that were proposed to be paved to determine if any of them met the standards. We didn't know until this summer that none of them are in current compliance with the standards that we have to meet. We are continuing to move down the path of compliance by engaging design services for the reconstruction of those curb ramps and once we have the design we can bid out the reconstruction. After they are reconstructed then we can pave but there is a period of time during the winter season where the asphalt that you need to pave is not available and the winter conditions prevent you from doing that. We made all of that information available to the Council.

Councilman Harvey said that prior to the Work Session on Thursday we were not made aware that there would not be any paving done this season. This is something that we had struggles with last year and he and Mr. Garrison had shouting matches about. To try to be more respectful and to work with people that didn't happen this year as he and Mr. Garrison talk all the time now and communicate with each other. The fight is with our City Manager and what is being communicated in a timely manner because prior to this Thursday we were under the impression that roads were going to be repaved in August. This is the type of kicking the can down the road that has been happening because there is no communication. We were under the impression that this August Mr. Garrison and his crew were going to repave some roads and we were also making a special request to Mr. Garrison and DPW that roads would start to be repaved sometime in the early spring as opposed to late summer so we can work on the infrastructure and the basic maintenance that has to happen. You don't get a DEC Consent Orders if the City Municipality hasn't neglected the infrastructure. This is a major problem for him as an African-American male in the City of Newburgh who is educated and professional and is trying to serve this community. There is a direct correlation from urban blight to people's concept of living in a Jungle and if you live in a Jungle, people are going to act like animals. Human behavior is directly connected to sociological environment so there is criminal behavior. Crime is the nucleus of our problem so if we don't continue to get the crime down then homeowners don't want to come here, people applying for these head positions in our executive branch don't want to move their families here and businesses don't want to come here. We can't create that commercial corridor that is going to help stimulate the economy and put people in this City back to work. This all appears to be an excuse on why we can't pave not one road in this season to build upon the roads that we repaved last summer and that is a major

problem for him.

Mayor Kennedy said that they have been talking to them about the ADA compliance and they have to do these sidewalks. She understands that we have to do the sidewalks before we do the paving, however, you have to help the Council and the community connect the dots. Back in May when they first started talking about this ADA compliance someone needed to explain what the steps would be. We must figure out how to take these individual ideas and projects and show the big picture so that we aren't caught off guard like this because it causes a lot of stress. She personally doesn't care whether we pave in August or September but the fact that we were moving along paving roads each year was very important to her.

Councilwoman Rayford asked if Liberty and Grand Street were paved.

Mayor Kennedy said that Liberty and Grand aren't paved.

City Manager, Michael Ciaravino said that what we are missing here is critical information. This opinion at this point has not even yet been written by Michelle but she is clear in the verbal opinion that this is the law. We did not know this otherwise we wouldn't have told the Council we could do the paving. This is new information for us and we have a duty to bring it to the Council.

Councilwoman Rayford suggested to the Council that they need to track where the money is going and how it is being spent.

Mayor Kennedy said that the money is there. It's not an issue of money it's an issue of time.

Councilman Harvey said that the money Councilwoman Rayford is referring to is that we are getting ready to go into Budget talks and Mr. Garrison has made requests that we want to comply with. Mr. Garrison has made it clear that he needs certain things in the Budget for his department and his requests are well taken. Most of the Council wants to act in good faith and make sure in 2018 the DPW gets their just due financially so they can move forward. When you say that not one road can be repaved you have to remember that they have to answer to the constituents that sit before them.

City Manager, Michael Ciaravino said that we answer to the Auditors who can actually penalize us if we don't have these ADA curbs done.

Councilman Harvey said that he understands that but it goes back to the Mayor's statement about effective communication and letting us know because we have been telling our constituents that the repaving is going to start in August.

City Manager, Michael Ciaravino said that they communicated this to the Council as soon as they knew this. This is not old news that we have been sitting on.

Councilman Harvey said that he doesn't want to go into a debate about it. They are looking at facts. Not one road is going to be repaved this season and Mr. Garrison has

made specific requests for the 2018 Budget and we want to act in good faith and comply with that. Now their backs are against the wall and we are not getting any roads repaved because of ADA compliance and all the people sitting in the audience want to see improvements in our infrastructure.

Councilwoman Abrams thinks that people do understand that it is not the fault of the staff.

George Garrison, DPW Superintendent said that it is aggravating.

City Manager, Michael Ciaravino said that we are doing our jobs. It is not pleasant for us to share this news but we would be remiss if we didn't share with the Council the law as it is being explained to us by our Corporation Counsel. It is news to us as well.

Mayor Kennedy said that her point on this is that we have been talking about the ADA compliance for two or three months now so we knew about it and she did hear that we had to do these sidewalks before paving.

City Manager, Michael Ciaravino said that they were getting opinions from others in the State DOT saying we could do it without the crosswalk repair.

Mayor Kennedy said that usually she grabs hold of these construction issues pretty fast but she did not connect the dots showing that we will not get any roads repaved this year until right this minute tonight. When they see the train may be coming down the road and we don't have a legal opinion yet, let us know what it could mean. It would be very helpful for them to know as soon as it is considered what those timelines might be so they don't tell their constituents that something is going to happen when it's not.

Councilman Harvey said that since this has been communicated at the last minute he recommends that the City incur the cost in repaving roads anyway even if we don't look for reimbursement from the Federal Government and the CHIPS Fund.

Michelle Kelson, Corporation Counsel said that is not the only penalty. There are multiple penalties. Regardless of the source of funding that you use to commence your road pavement projects whether it be Federal, General Fund or CHIPS the obligations to comply with the Americans with Disabilities Act apply regardless of funding sources.

Councilman Harvey said if we repave roads not looking for a Federal refund or reimbursement from the CHIPS Fund, what are some of the consequences?

Ms. Kelson said that the consequences are if the U.S. Department of Transportation or the U. S. Justice Department come in and see that roads have been altered by repaving or other projects and the curb ramps have not been brought into compliance prior to that alteration then they can initiate legal action that would require the City to set aside up to twenty percent of its total Budget for compliance related activities for the Americans with Disabilities Act.

Councilman Harvey asked what the probability is of that happening with that type of oversight from the Federal Government.

Ms. Kelson said that she could not speculate because she doesn't know what the probability is.

Jason Morris, City Engineer told Councilman Harvey that they went to several seminars on this and many cities in the area have been getting these Consent Orders from the Department of Justice so he would suggest strongly against doing anything like what you are speaking of.

Corporation Counsel, Michelle Kelson said that she would never provide legal advice that would recommend that you not follow the applicable laws, rules and regulations.

Councilwoman Mejia asked why we can't do both? Can't we do the ADA compliance and then right after follow immediately with the pavement?

Corporation Counsel, Michelle Kelson said that we broke down the project to meet the repaving plan that we already had. We went out and looked at the curb ramps that would be effected by the paving that is being proposed and we had them surveyed. Unless she misunderstood not one of those curb ramps meets the requirements that we currently have to meet.

Jason Morris, City Engineer said that there were about three curb ramps that met the criteria out of nineteen.

Councilman Harvey said if there are three then can we repave those?

Mr. Morris said it wouldn't make sense because when you pave the road you would pave next to another ramp that is not in compliance.

Councilwoman Rayford said that maybe they need to look at some of the current projects that we are currently doing. We did a resolution for something about the trees and the rainwater so did we complete that? Is there any Grant money we might have for the Green Space Project that was stopped to help us with these sidewalks?

Deirdre Glenn, Planning & Development Director said that it's not a matter of money it's a matter of time at this point by getting the design done and then the ramps built. Jason said that three ramps meet the standards but you have to realize that each intersection has four corners.

Mayor Kennedy said that for the last two years we have paved a bunch of streets but we didn't do the ADA compliance on those so did something change this year?

Corporation Counsel, Michelle Kelson said that the Federal Highway Administration, the Federal DOT and the Justice Department have started to bring these enforcement actions in other locations. They have organized Seminars so that local Engineers and Lawyers can participate and learn their obligations. Just because you did something before and you got away with it doesn't mean you should. That's the kind of mentality that has gotten the City into a lot of trouble. A lot of these sewer separation projects are because of connections that were improperly made in years past because other people who were responsible either didn't know or didn't care. That's not the kind of staff that is sitting

here at this table or behind her.

Councilman Harvey said that maybe when we go through these Budget talks we should decide to go to an Austerity Budget and make some hard decisions with regard to staffing and how people hold their jobs because things aren't being done.

Corporation Counsel, Michelle Kelson would say that we already are on an Austerity Budget and that we have been on one probably since 2009.

Councilman Harvey said, *"No we're not"*.

Ms. Kelson said, *"If you would like to threaten my job, please"*.

Councilman Harvey said, *"I'm not threatening anyone's job"*.

Ms. Kelson responded, *"I beg to differ"*.

City Manager, Michael Ciaravino said that this is an example of things getting done. We can't look the other way and pretend like these enforcement standards aren't a new trend. We are following the law.

Councilman Harvey said we are kicking the can down the road on the Chief positions and we are kicking the can down the road about repaving. We have DEC Consent Orders which means we haven't maintained our infrastructure. We are living in a Jungle. What are we getting done?

City Manager, Michael Ciaravino said that the DEC standards comes from decades of neglect.

Councilman Harvey said we are still neglecting the infrastructure.

Mr. Ciaravino said that we are working more productively than has happened in a long time.

Councilman Harvey said, *"This conversation is over. Nothing is getting done"*.

Mayor Kennedy said you can't say nothing is getting done. Just this particular issue is not getting done. She doesn't like these general statements that say it's all or nothing because that is not the way things are.

George Garrison, DPW Superintendent wanted to mention the Paving Plan that has been finished. It calls for about fifteen to twenty million dollars' worth of paving work stretched out between five, ten, fifteen or twenty years. As we are looking at this and we run into this these ADA curb ramp problems, this will be another issue as far as money. Can CHIPS money be used to take care of it? Yes but at the end of the day that CHIPs money is going to run out very fast if this is how we have to do it.

Mayor Kennedy said that as we move forward we need to look at these sidewalks and curbs getting done so that we can pave in the fall. We will follow a pavement plan each

year to do a certain amount of sidewalks and streets so let's get ourselves back into some kind of an overall plan year to year.

Councilwoman Rayford said that at the Work Session we discussed the paving that Central Hudson is currently doing. Instead of them doing a patch job they need to do the whole block that they dug into. If they are going to dig into the surface, they need to do the whole street. We have to do repaving because they are making our streets look like patch work.

Councilwoman Abrams asked Councilwoman Mejia what happened when she tried to negotiate with Central Hudson being that they are tearing up her Ward at the moment. Can they repave rather than re-patch?

Councilwoman Mejia said that everyone has had that discussion. We had Central Hudson here and we have had community meetings about it. In terms of negotiating, she is not the authority to negotiate a contract directly with them as that falls with the Executive Branch. We have had conversations and community meetings so staff is well aware of what the wishes are and what needs to get done.

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

FURTHER COMMENTS FROM THE COUNCIL

There were no further comments.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 11:30 P.M.

LORENE VITEK
CITY CLERK

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 Licensor; 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 Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, 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 Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

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

11.2 If Licensor 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 Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

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

12.2 Licensor'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 Licensor at least thirty (30) days written notice before doing any work on Licensor's 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 Licensor's 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 Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's 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 Licensor 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 Licensor's prior written consent to any assignment of Licensee's 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 Licensor 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 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's 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, Licensor, at its

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

17. TITLE:

17.1 Licensee understands that Licenser 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 Licenser's 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 Licenser 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 Licenser in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licenser 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 Licenser, 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 Licenser under any other facts or rights, Licenser 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 Licenser continues its own occupation, use or control. Licenser 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 Licenser 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 Licenser's 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 Licenser for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licenser's 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 Licenser's 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

FAX

EMAIL

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

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.

INSTRUMENT	TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE	☒ OCCUR				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-ECT ☐ LOC					
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO	☐ SCHEDULED AUTOS				
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS				
	☐ HIRED AUTOS					
	UMBRELLA LIA	☐ OCCUR				
	☐ EXCESS LIA	☐ CLAIMS-MADE				
	☐ CED	☐ RETENTION				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒ Y/N				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/VEHICLE EXCLUDED? (Mandatory in FL)	☐				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	DESCRIPTION OF OPERATIONS below					

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

EACH OCCURRENCE	\$
AGGREGATE	\$
PERSONAL & ADV INJURY	\$
GENERAL AGGREGATE	\$
PRODUCTS - COM-CP AGG	\$
COMBINED SINGLE LIMIT	\$
BODILY INJURY (Per person)	\$
BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$
EACH OCCURRENCE	\$
AGGREGATE	\$
EL EACH ACCIDENT	\$
EL DISEASE - EL EMPLOYEE	\$
EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATION(S) / LOCATION(S) / VEHICLE(S) (Attach AGORD 191, Additional Remarks Schedule, if more space is required)

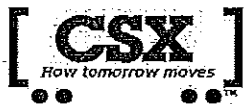
This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named insured and CSXT.

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

Invoice

Date 1/0/1900

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

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

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:

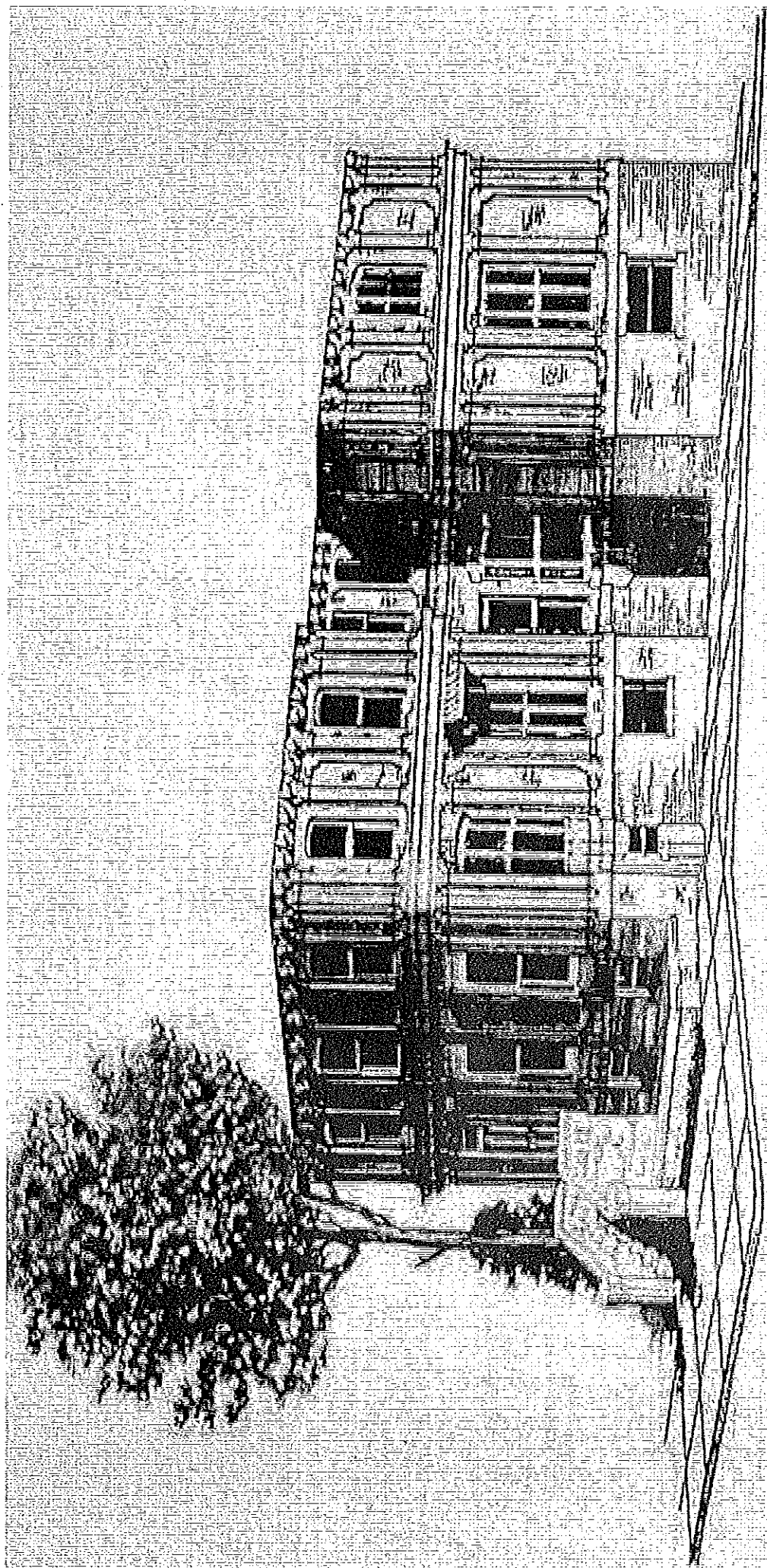
MICHELLE KELSON
Corporation Counsel

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.

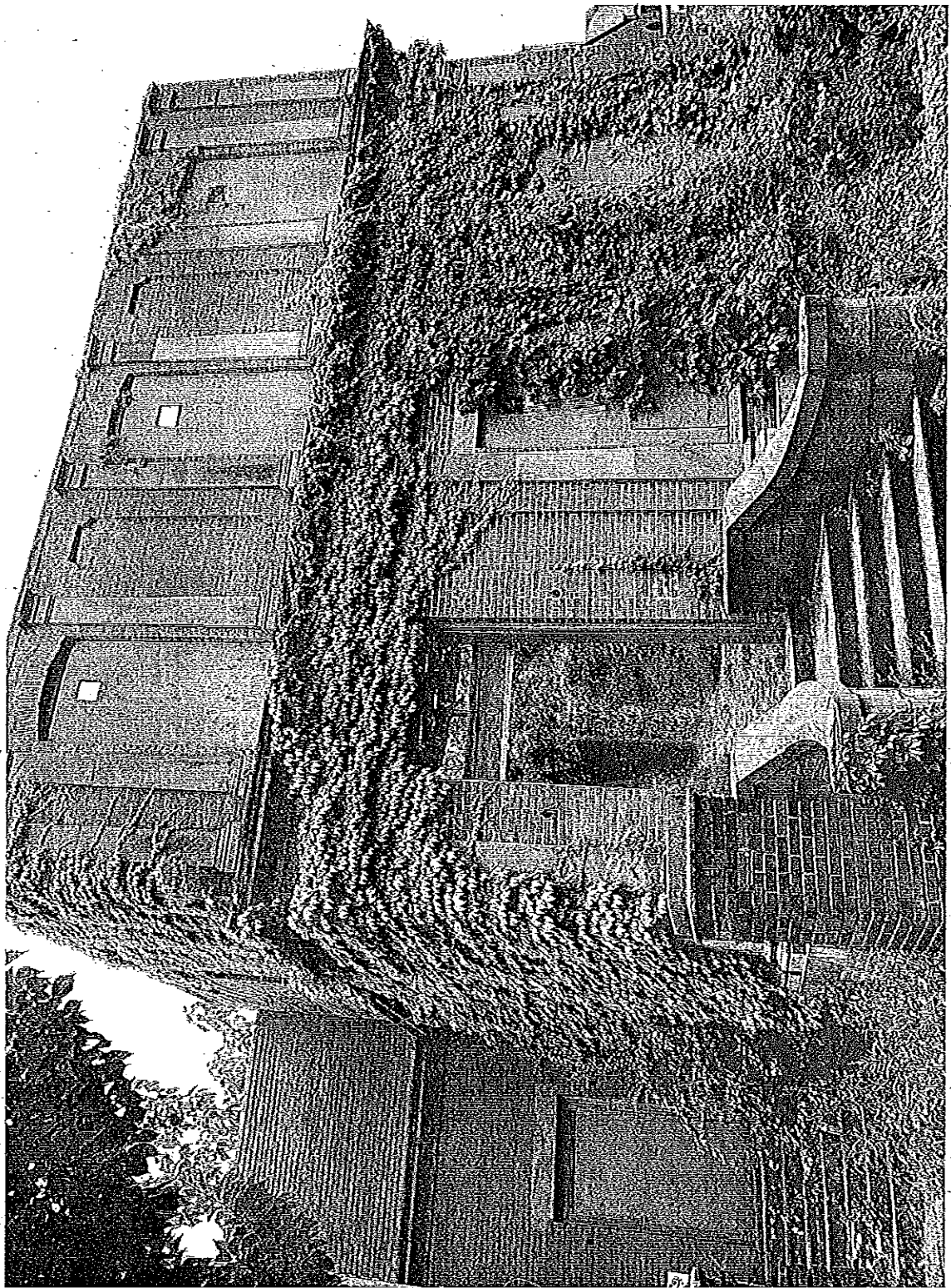
Extended summary of project

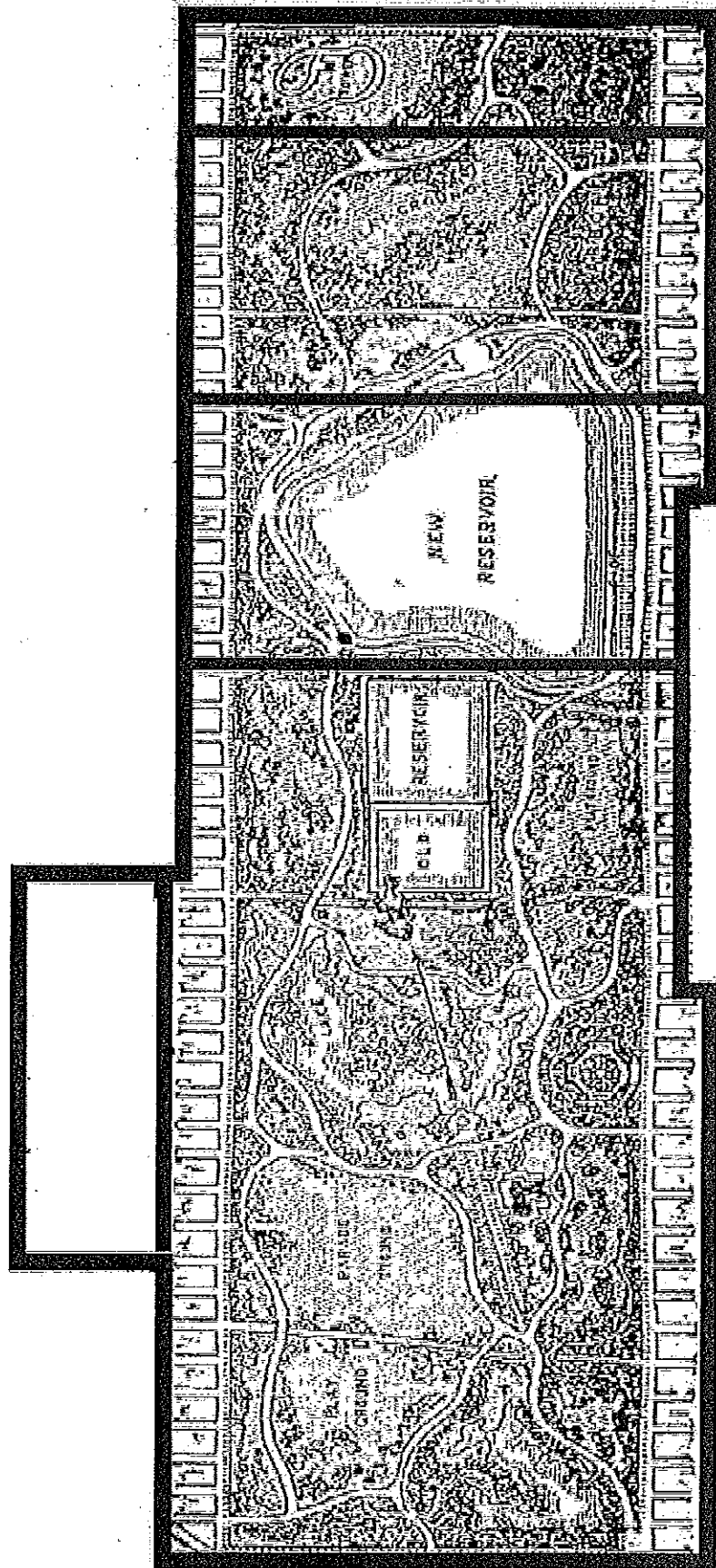
Without human disturbance (and without a roof) nature has been able to thrive inside the walls of the former City Club. "While citizens of Newburgh are very aware of nature overtaking buildings and mainly see this as a nuance I want to alter and shape the environment inside the building to emphasize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

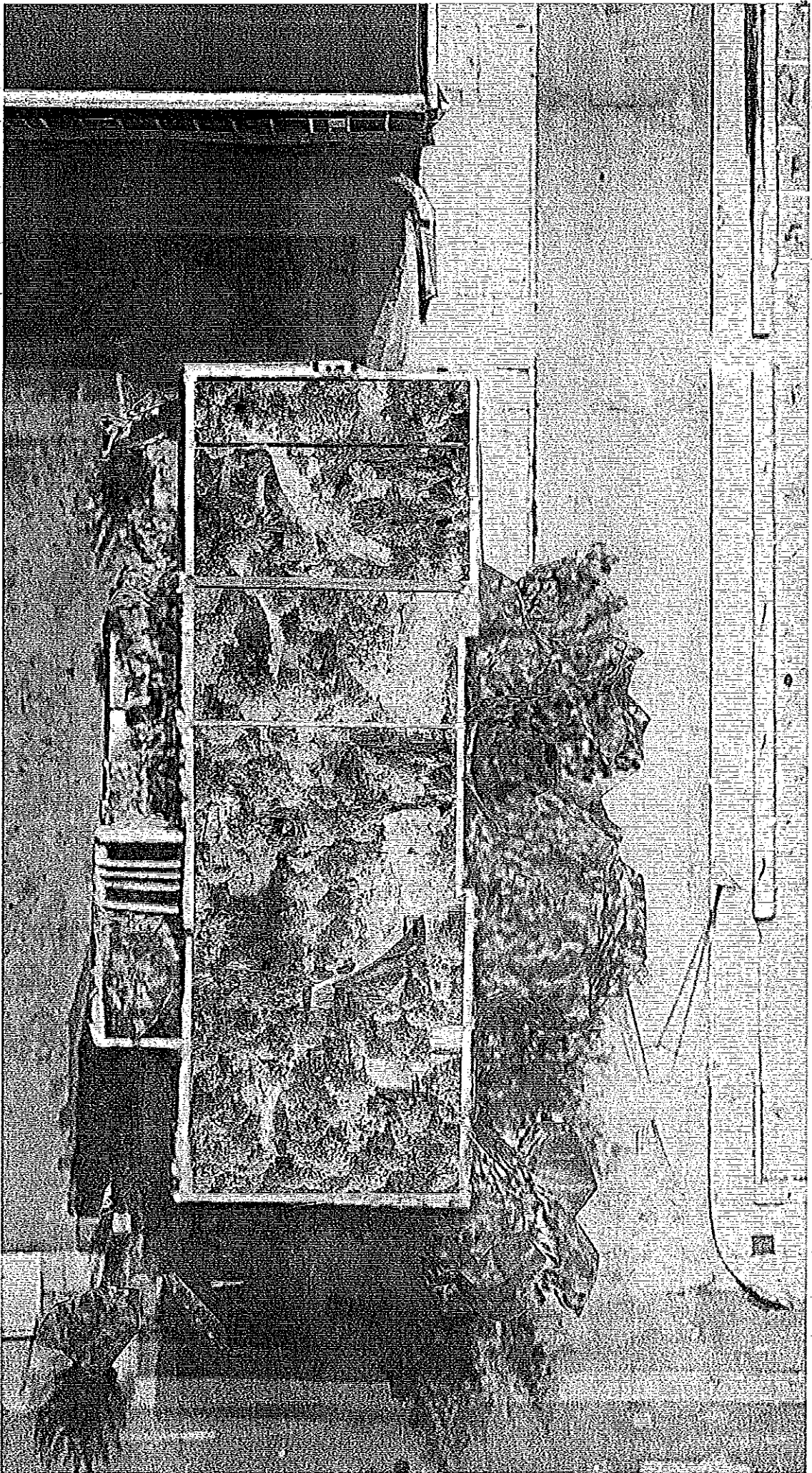
This magical garden with pathways crisscrossing an environment filled with trees, roses, wildflowers, and water features, will of course be only temporary until development of the site takes place. Martin Roth says "I strongly believe that art should be subject to risks of being alive, allowed to grow,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

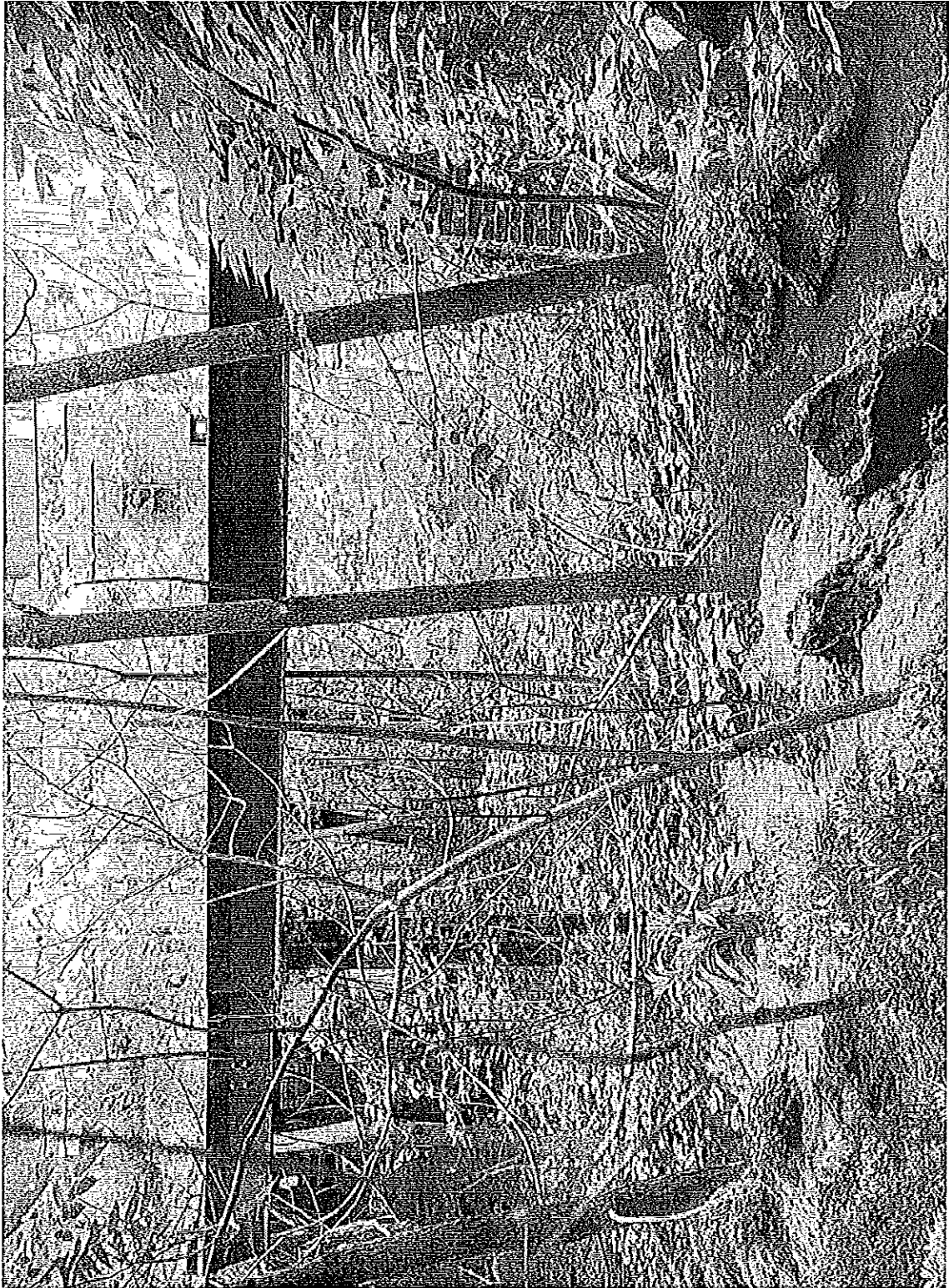
"For the duration of the exhibition I would like the City Club to exist in two parallel realities: as the site of the former City Club but also as the home of this new extraordinary illusionary public garden. I want to work closely with the natural environment of trees and bushes that already exist inside 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."

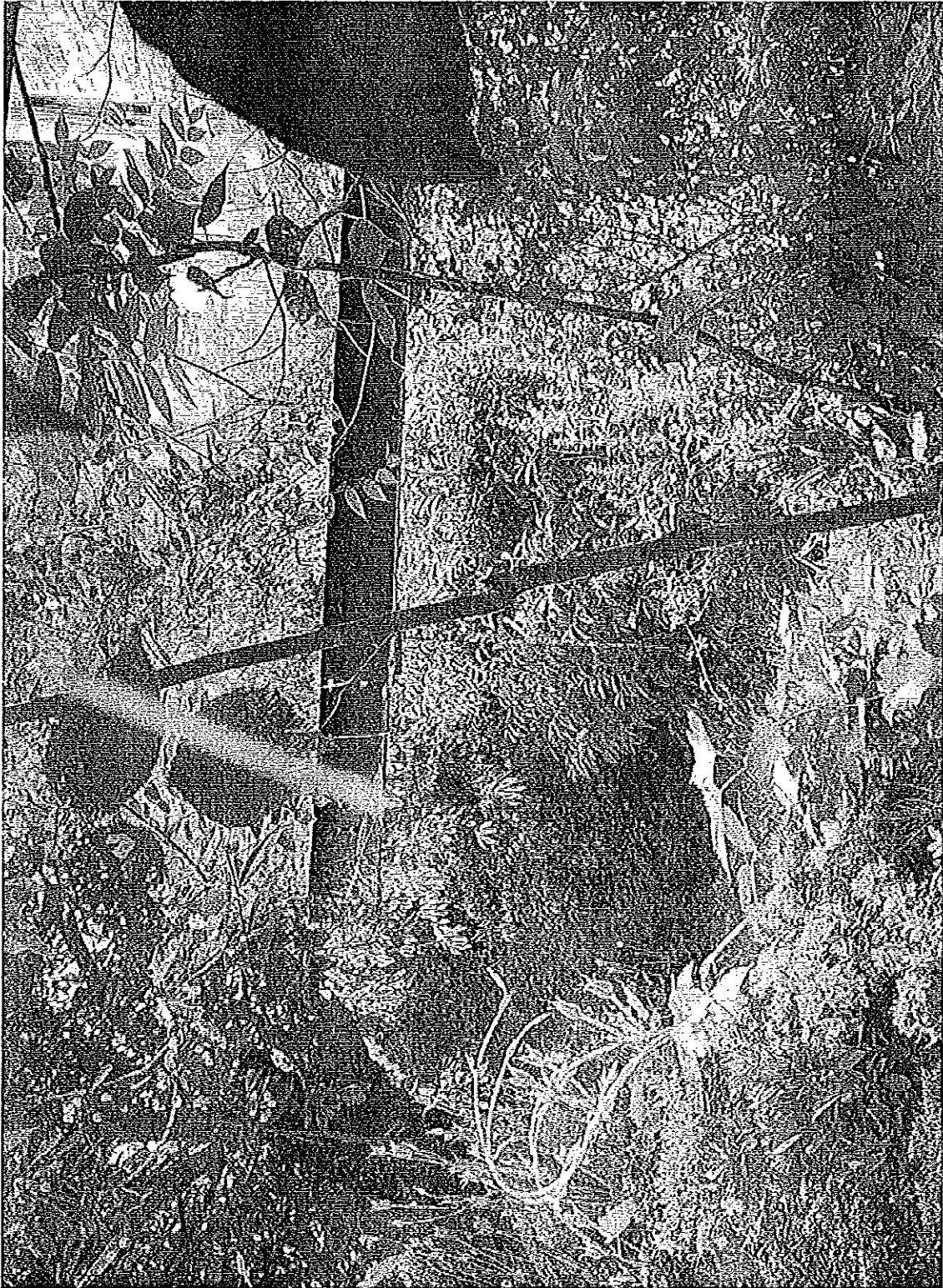
Referencing A.J. Downing's ideas for this building when it was first built as the home of William Culbert, it will be as Downing stated, "a home with a garden". More specifically, it will be a home with a view – an internal view. While the building was used as the Newburgh City Club, it was a club for 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.

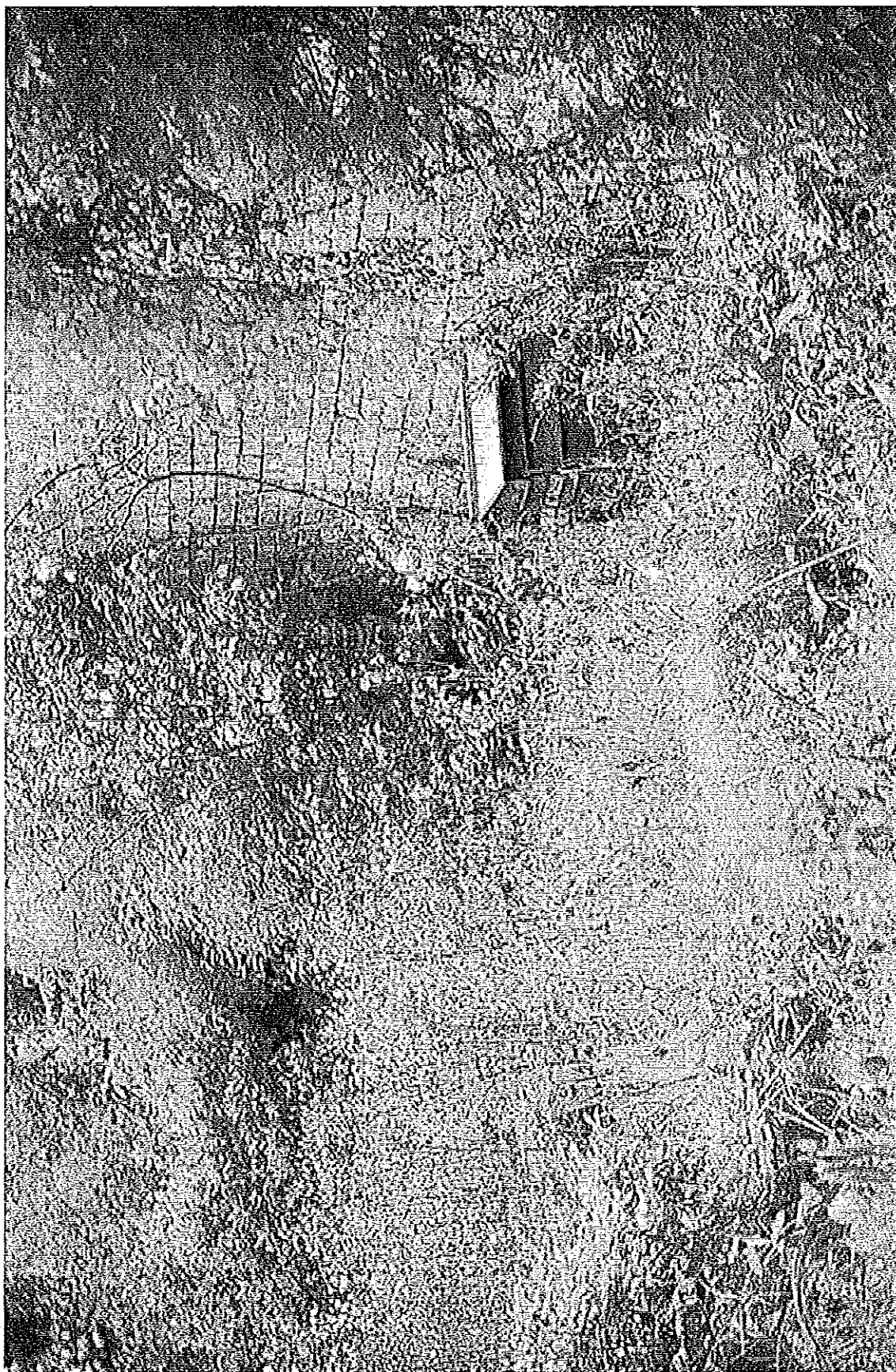
















About the Artist, Martin Roth

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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
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.

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~~ 38-3-35.1

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
(Tyrone H. Crabb Memorial Park)

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
(Audrey L. Carey Family Park)

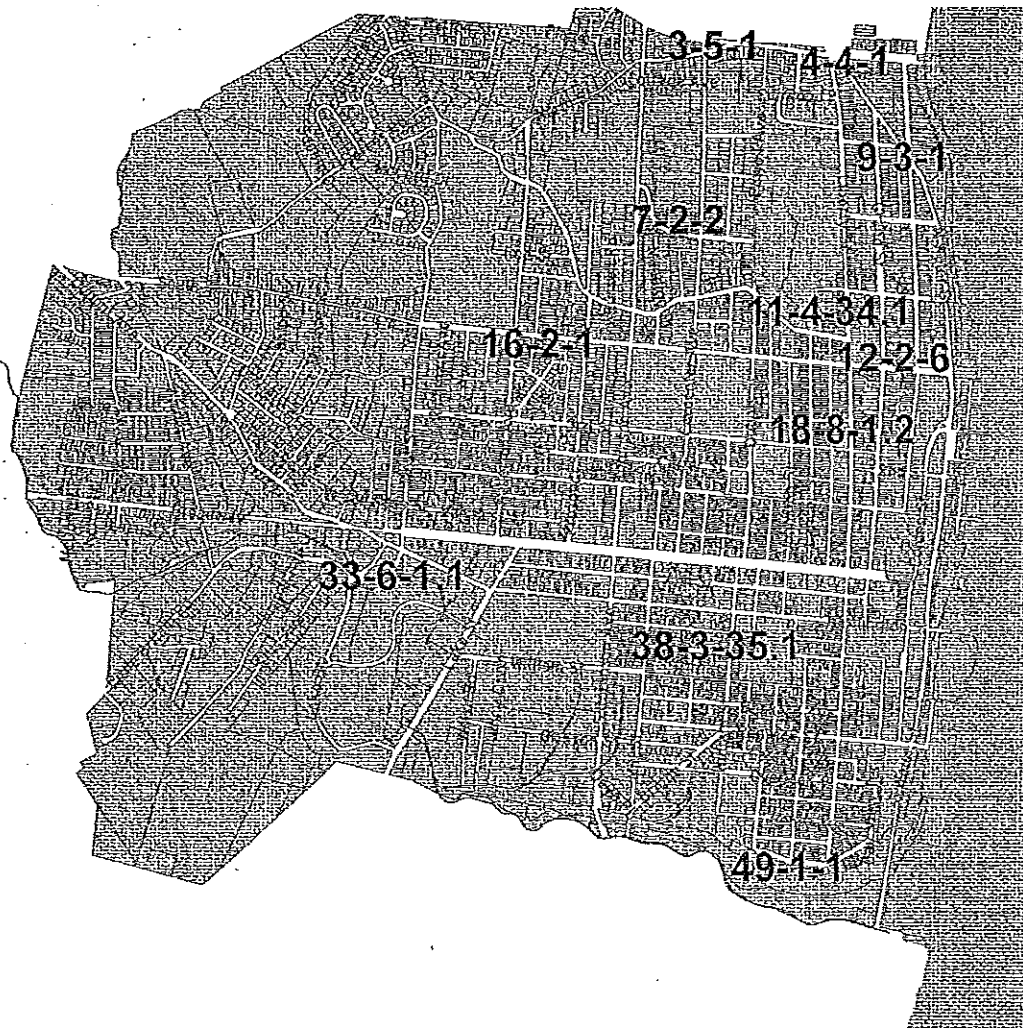
7-2-2

Marne Avenue water tank

SECTION 2. This ordinance shall take immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions



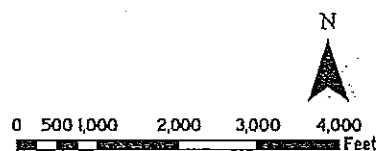
FOR VISUAL REFERENCE ONLY

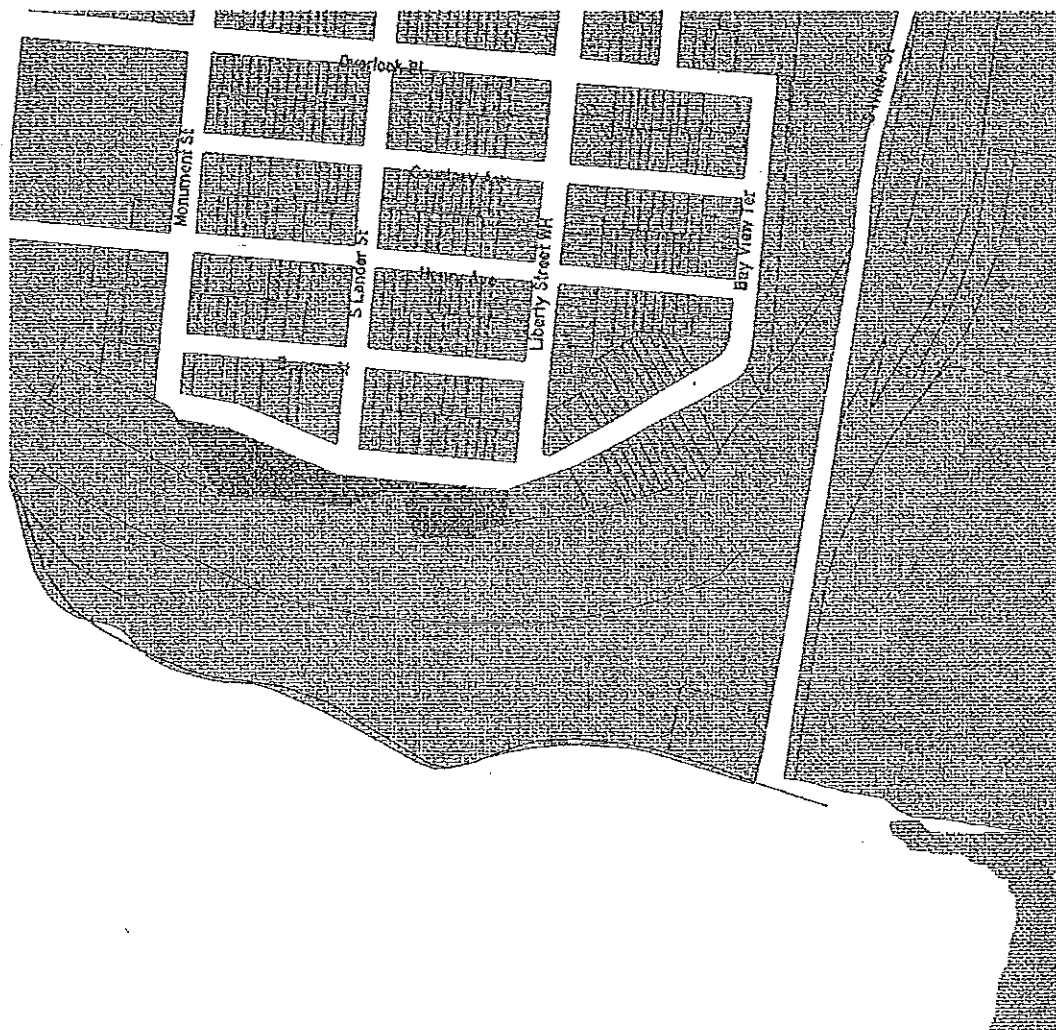


City of Newburgh

"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

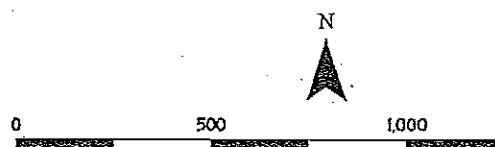


City of Newburgh

"Other Parks" per Section 220-26

Detail Parcel 49-1-1

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.



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____ - 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 Amity Street</u>
Federal Street	<u>North</u>	<u>From East Parmenter Street to 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

§ 457. Exemption for first-time homebuyers of newly constructed..., NY RP TAX § 457

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

© 2017 Thomson Reuters. No claim to original U.S. Government Works.



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			
		1 & 2 Person**		3+ Person**		1 Family		2 Family	
		Non-Target	Target	Non-Target	Target	New & Existing	Non-Target	New*** & Existing	Non-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
	Chautauqua	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Erie	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Niagara	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
II ROCHESTER	Genesee	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Livingston	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Monroe	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Ontario	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
III SYRACUSE	Orleans	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Seneca	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Wayne	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Wyoming	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
IV BINGHAMTON	Yates	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Cayuga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Cortland	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Madison	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
V MID-HUDSON	Onondaga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Oswego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Allegany	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Broome	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
VI ALBANY	Chemung	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Chenango	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Delaware	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Otsego	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
VII COLUMBIA	Schuyler	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Steuben	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Tioga	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Tompkins	\$75,500	\$90,720	\$85,940	\$105,840	\$253,800	\$310,210	\$324,960	\$397,180
VIII COLUMBIA	Columbia	\$74,500	\$89,520	\$85,790	\$104,440	\$253,800	\$310,210	\$324,960	\$397,180
	Dutchess	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570
	Greene	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Orange	\$107,280	\$107,280	\$125,160	\$125,160	\$585,710	\$715,870	\$749,920	\$916,570
IX ALBANY	Putnam	\$114,480	\$114,480	\$133,560	\$133,560	\$585,710	\$715,870	\$749,920	\$916,570
	Sullivan	\$73,400	\$88,080	\$84,410	\$102,760	\$253,800	\$310,210	\$324,960	\$397,180
	Ulster	\$78,500	\$94,200	\$90,275	\$109,900	\$253,800	\$310,210	\$324,960	\$397,180
						\$253,800	\$310,210	\$324,960	\$397,180



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							
		1 & 2 Person**		3 + Person**		Household Size	1 Family		2 Family		3 Family Existing		4 Family 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 Home 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

SEPTEMBER 11, 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, EMAIL 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 EMAIL 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

DEFEATED

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 R. 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).

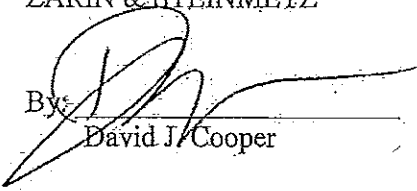
Accordingly, we request that the City provide the Authority with written confirmation that it supports releasing the Revert Clause. In order to comply with the various timeframes under the Development Agreement and the Board of Commissioners' meeting schedule, this confirmation should be provided to 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.

