



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

April 9, 2018
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of March 26, 2018
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 85-2018 - Supporting removal of Strooks Felt Dam
Resolution of the City Council of the City of Newburgh, New York supporting the removal of the Strooks Felt Dam. (Jason Morris)

Resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando el retiro del dique Strooks Felt. (Jason Morris)
7. Resolution No. 86-2018 - Endorsing Riverkeeper grant application for Strooks Felt Dam removal
Resolution endorsing the application of Riverkeeper for a New York State Department of Environmental Conservation Round 23 Hudson River Estuary Tributary Restoration and Resiliency Program Grant for Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project. (Jason Morris)

Una resolución que respalda la aplicación de Reiverkeeper para una

subvención del programa Afluyente Tributario del Rio Hudson Ronda 23 del Departamento de Conservación Medioambiental para restaurar el pasaje Herring y Eel: Retirando el dique Strooks Felt en el Proyecto Cala del Quassaick. (Jason Morris)

8. Resolution No. 87-2018 - Release of Covenants for 307 Liberty Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Umar Ahmad to the premises known as 307 Liberty Street (Section 11, Block 5, Lot 11) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho al reingreso de una escritura emitida a Umar Ahmad a las instalaciones conocidas como la 307 de la Calle Liberty (Sección 11, Bloque 5, Lote 11) (Michelle Kelson)

9. Resolution No. 88-2018 - Purchase of 79 William Street

Resolution to authorize the conveyance of real property known as 79 William Street (Section 39, Block 2, Lot 23) at private sale to Bissesar Alvin Moonesar for the amount of \$17,000.00.(Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 79 de la Calle William (Sección 39, Bloque 2, Lote 23) en una venta privada a Bissesar Alvin Moonesar por la cantidad de \$17,000.00. (Deirdre Glenn)

10. Resolution No. 89-2018 - SNY Play Ball Grant

Resolution authorizing the City Manager to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención "SNY Play Ball" presentado por el Centro Conmemorativo de Cáncer Sloan Kettering por el monto de \$5,000.00. (Derrick Stanton)

11. Ordinance No. 2-2018 - Amending Chapter 163 "Fees" to provide a fee for replacement of lost electrical or plumbing licenses

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh to provide a fee for the replacement of lost electrical or plumbing licenses. (Michelle Kelson)

Una Ordenanza enmendando el Capítulo 163 titulado "costos" del Código de Ordenanzas de la Ciudad de Newburgh para proporcionar un costo por el reemplazo de licencias eléctricas o de plomería. (Michelle Kelson)

12. Resolution No. 90-2018 - Authorizing to Execute a Payment of Claim with Geico Indemnity Company a/s/o Giselle Torres

A resolution authorizing the City Manager to execute a payment of claim with Geico Indemnity company a/s/o Giselle torres in the amount of \$11,924.04. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un reclamo de pago con la Compañía de Indemnización Geico a/s/o Giselle Torres por la cantidad de \$11,924.04. (Michelle Kelson)

13. Resolution No. 91-2018 - Proposed Contract with a Realtor to Market Select City Properties

Resolution authorizing the City Manager to enter into an agreement with River Realty Services, Inc. for real estate brokerage services. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "River Realty Services, Inc. Para servicios de intermediación de bienes raíces. (Deirdre Glenn)

14. Resolution No. 92 - 2018 - Apply for SAFER Grant

A Resolution authorizing the City Manager to apply for a grant from the Department of Homeland Security under the staffing for adequate fire and emergency response program ("SAFER")

Una resolución autorizando al Gerente de la Ciudad a solicitar una subvención del Departamento de Seguridad Nacional bajo el programa (SAFER) para proporcionar personal adecuado para responder en caso de incendios y emergencias.

15. Resolution No. 93 - 2018 - 109 S. William Street Baxter Agreement

A Resolution Authorizing The City Manager To Negotiate On Behalf Of The City Of Newburgh A Land Development Agreement With R.L. Baxter Building Corp. For The Redevelopment Of The Premises At 109 South William Street.

Una resolución autorizando al Gerente de la Ciudad a negociar por parte de la Ciudad de Newburgh un Acuerdo de Desarrollo de Terreno con R.L. Baxter Building Corp. Para la reurbanización de las instalaciones ubicadas en la 109 de la Calle South William.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 85 - 2018

OF

APRIL 9, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING OF THE REMOVAL OF THE STROOKS FELT DAM**

WHEREAS, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh;

WHEREAS, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project";

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh.

RESOLUTION NO.: 86 - 2018

OF

APRIL 9, 2018

**A RESOLUTION ENDORSING THE APPLICATION OF RIVERKEEPER FOR A
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ROUND 23 HUDSON RIVER ESTUARY TRIBUTARY RESTORATION AND
RESILIENCY PROGRAM GRANT FOR RESTORING HERRING AND EEL PASSAGE:
REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT**

WHEREAS, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

WHEREAS, as a requirement of this program, said not-for-profit organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

RESOLUTION NO.: ____87____-2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO UMAR AHMAD
TO THE PREMISES KNOWN AS 307 LIBERTY STREET
(SECTION 11, BLOCK 5, LOT 11)**

WHEREAS, on June 10, 2011, the City of Newburgh conveyed property located at 307 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 11, to Umar Ahmad; and

WHEREAS, Mr. Ahmad has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 307 Liberty Street, Section 11, Block 5, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 10, 2011, from THE CITY OF NEWBURGH to UMAR AHMAD, recorded in the Orange County Clerk's Office on July 13, 2011 in Liber 13199 of Deeds at Page 0202 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 88 - 2018

OF

APRIL 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 79 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 23) AT PRIVATE SALE TO
BISESSAR ALVIN MOONESAR FOR THE AMOUNT OF \$17,000.00**

WHEREAS, the City of Newburgh is the owner of real property known as 79 William Street, being more accurately described as Section 39, Block 2, Lot 23, on the official tax map of the City of Newburgh; and

WHEREAS, the City of Newburgh recovered title to said property through its right of re-entry by Sheriff's deed dated March 8, 2018 which was recorded in the office of the Orange County Clerk; and

WHEREAS, pursuant to City Code Chapter 13, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

WHEREAS, the City of Newburgh desires to sell 79 William Street and the prospective buyer has offered to purchase the 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 July 13, 2018, 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>
79 William Street	39 - 2 - 23	Bisessar Alvin Moonesar	\$17,000.00

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

79 William Street, City of Newburgh (39-2-23)

STANDARD TERMS:

1. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
2. 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.
3. 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.
4. **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.
5. Notice is hereby given that the properties are 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 properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 13, 2018. 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.: 89 - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT IF AWARDED A SNY PLAY BALL GRANT
PRESENTED BY MEMORIAL SLOAN KETTERING CANCER CENTER
IN THE AMOUNT OF \$5,000.00**

WHEREAS, SNY Play Ball presented by Memorial Sloan Kettering Cancer Center will award two \$5,000.00 grants to youth baseball and softball organizations in the New York Tri-State and Metropolitan Area to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items; and

WHEREAS, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game; and also honor and recognize recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19; and

WHEREAS, the funds if awarded would be used to assist Newburgh's Cal Ripken Baseball League to replace equipment which include the batting cage and pitching machine which were damaged by a snowstorm, baseball bats which need to be replaced due to new regulations, balls, uniforms, and allow the members to participate in a youth baseball clinic with the New York Mets; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00 requiring no City match; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

\$5,000 Grants: SNY will award two (2) \$5,000 grants to youth baseball and softball organizations to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items. Briefly describe your need for this grant and outline your proposed budget allocation (if selected, additional information may be required).

The City of Newburgh is a large urban municipality which lies along the Hudson River in Orange County, New York. The City consists of a population made up of roughly 39.4% White, 30.2% Black, 1.7% American Indian, 1.0% Asian, 22.6% from other races and 5.2% from two or more races. In addition, 47.9% of the City's population identifies themselves as being of a Hispanic or Latino background. The median household income in Newburgh is \$30,332, and 25.8% of the total population (28,866) falls below the federal poverty line. In fact, over 35% of those who are under 18 in the community live in poverty.

Newburgh Little League, which existed for 25 years, was shut down in 2015 due to a lack of participation. Since that time, the City's Recreation Department has connected the last remaining teams with the Cal Ripken Baseball League. These players range in age from 4 to 12 years of age and are represented by 7 total teams who play regionally. (1 team per age group) In all, the league has roughly 40 players who are aged 6-12, and most come from poor families. As such, the league struggles to pay for uniforms, baseballs, bats, and field equipment on an annual basis.

To assist the league in its efforts to provide for these children and expand the game in Newburgh, the City's Recreation Department would like to apply for a \$5,000 grant which would be used to replace the league's batting cage (which was destroyed last week by a snowstorm), pitching machine (damaged by the storm), bats (which all need replacement due to new regulations), balls, and uniforms (which are cost prohibitive for many of our children). These are all significant needs at this time, and essential for the 2018 season. Unfortunately, the league is currently scrambling to make these purchases due to a lack of funding.

Youth Baseball Clinic at Citi Field: SNY will be hosting a youth baseball clinic with the New York Mets. Players in your league will have the chance to learn valuable skills directly from New York Mets coaches and players and experience what it's like to play at Citi Field. The clinic is open to both boys and girls. Please explain how your organization would benefit from this clinic.

The young players of Newburgh's Cal Ripken League would be thrilled to participate in such a clinic. Most of our players come from impoverished families who have no ability to pay for their kids to attend additional clinics to hone their baseball skills. For many of the children, participating in the clinic would be a highlight of their childhood. It would also help to increase their self-esteem and self-worth, as they would be side by side with their heroes playing on the very same field. Most importantly, it will help teach them that hard work pays off, and that with the right work ethic and effort they too can find themselves playing for the Mets one day.

Baseball/Softball Donation: SNY will be donating new baseballs and softballs to leagues across the Tri-State area. How would new baseballs/softballs help your league?

Newburgh's Cal Ripken League struggles to pay for necessary equipment each year. This struggle has been made worse in 2018 by the impact that a major nor'easter had upon the program's batting cage and pitching machine. Unfortunately, the batting cage was destroyed last week by a storm, and the pitching machine needs repair. Due to this impact, the league is attempting to reallocate participant fees towards the replacement and repair of these items, but is far short of its need. This reallocation includes money that was originally set aside for the purchase of new baseballs. However, regardless of the change, there

will simply not be enough money to ensure all needs are met without outside support. We would appreciate any donation of new baseballs, as it would certainly help our ability to provide for the 2018 season.

New York Mets Game Experience: SNY will be providing FREE tickets to a select New York Mets game this year. Please describe how your league would benefit from receiving these tickets.

If awarded free game tickets, the City of Newburgh's Recreation Department would plan to take roughly 40 Cal Ripken League players (Ages 6-12) to the selected game. Many of these children have not yet attended a professional baseball game, so it would be a thrill of a lifetime for them. As any baseball lover knows, you never forget your first professional game, and the opportunity to watch and seek autographs from your favorite players! Thank you for considering the children of Newburgh for this wonderful opportunity!



SNY Play Ball Baseball Submission Form

SNY Play Ball presented by Memorial Sloan Kettering Cancer Center is back in 2018 as a cross sports initiative that supports youth baseball, softball, football and basketball programs in the New York metropolitan area through unique and comprehensive contributions. This baseball season, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game. SNY also honors and recognizes recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19.

On the following page, you may nominate a league (ages 6-12) in the New York Tri-State and Metropolitan Area for these opportunities. Please feel free to expand your answers by adding any pictures or additional information you feel will help your submission.

When preparing your responses, please note that SNY will base selections on the following criteria:

1. Area Served
2. Stated Need and Plan
3. Creativity, Originality, and Content

Please submit your form by Friday, March 16, 2018 to be eligible. If applying online at www.sny.tv/playball, applications must be submitted by 5:00pm.

1. Contact Information

Please provide us with your contact information below. We may contact you for clarification on your submission, or to notify you if you have been selected as a recipient.

Organization Name

Contact Name

Date

Contact Email

Address

Contact Home Phone

City

Contact Cell Phone

State

Relationship to Organization
(Administrator, Coach, Parent, etc.)

Zip

Organization Website

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.



SNY Play Ball Baseball Submission Form

2. SNY Play Ball Elements

Provide a brief description of your need below each element. Feel free to attach your answers on another sheet if you need more space. We encourage you to apply for more than one opportunity. Please see page 3 for Terms & Conditions.

- ☐ **\$5,000 Grants:** SNY will award two (2) \$5,000 grants to youth baseball and softball organizations to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items. Briefly describe your need for this grant and outline your proposed budget allocation (if selected, additional information may be required).

- ☐ **Youth Baseball Clinic at Citi Field:** SNY will be hosting a youth baseball clinic with the New York Mets. Players in your league will have the chance to learn valuable skills directly from New York Mets coaches and players and experience what it's like to play at Citi Field. The clinic is open to both boys and girls. Please explain how your organization would benefit from this clinic.

- ☐ **Baseball/Softball Donation:** SNY will be donating new baseballs and softballs to leagues across the Tri-State area. How would new baseballs/softballs help your league?

- ☐ **New York Mets Game Experience:** SNY will be providing FREE tickets to a select New York Mets game this year. Please describe how your league would benefit from receiving these tickets.

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.



Presented by
Memorial Sloan Kettering
Cancer Center

SNY Play Ball Baseball Submission Form

3. Signature

By signing the application form, the applicant hereby assures and certifies that it will comply with the **SNY Play Ball Terms & Conditions** (see below).

Signature

Date

SEND COMPLETED APPLICATIONS TO:

SNY Play Ball
c/o Generation Z Marketing
450 Lexington Avenue – WeWork – 4th Floor
New York, NY 10017

GRANT APPLICATION DEADLINE

The deadline to submit your form to be considered for the SNY Play Ball program is **Friday, March 16, 2018.**

Any form postmarked after March 16, 2018 will not be eligible.

Additional Information

If you or your organization are selected to participate in Play Ball, we may ask you to permit SNY to publicize the participation (including without limitations publicizing your organization's name, likeness, image, logo, tradename, and/or trademark in connection with such publicity).

Terms & Conditions

- Only applicants or organizations in the "New York Tri-State and Metropolitan Area" are eligible to apply. The New York Tri-State and Metropolitan Area is defined as the following counties:
 - Counties located in the State of New York: Albany, Bronx, Dutchess, Kings, Manhattan, Nassau, Onondaga, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester
 - Counties located in the State of New Jersey: Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset, Sussex, Union, Warren
 - Counties located in the State of Connecticut: Fairfield, New Haven
 - County located in the State of Pennsylvania: Pike
- All applications will be reviewed using the following criteria:
 - Area Served
 - Stated Need and Plan
 - Creativity, Originality, and Content
- Applicant represents, warrants, and covenants that (i) it will carry out all objectives and tasks as outlined in the SNY Play Ball application and will provide such additional information as may be required; (ii) it understands that in order to deviate from the stated objectives in the SNY Play Ball application, a written request must be submitted to the SNY Play Ball Fund Committee for review and approval.
- Applicant agrees and acknowledges that SNY or their agents/representatives may contact applicant via telephone or email about their application and the Play Ball program. If applicant wishes to cease any such communications, Applicant can respond to any communication stating this request, or email the same to snyplayball@genzmarketing.com.
- Applicant will disburse any and all SNY Play Ball funds or donations received in accordance with an approved SNY Play Ball budget submitted with the applicant's application; no deviation in the use of funds is permitted without prior written consent from the SNY Play Ball Committee.
- SNY Play Ball recipient(s) will submit quarterly progress reports and a final report to the SNY Play Ball Committee by the designated due dates if requested.
- SNY Play Ball recipient(s) will document expenditures of any and all disbursed funds through invoices and receipts. All proofs of payment must include the following: date of purchase of service, vendor/retailer/contractor address and phone number, description of product or service, total amount paid and date of payment. The SNY Play Ball recipient must submit financial statements and documentation of expenses as required by SNY Play Ball if requested.
- Non-compliance with any of the above responsibilities may result in the suspension or revocation of SNY Play Ball funds or donations and may render Program/Applicant ineligible for future opportunities.
- SNY will not discriminate on the basis of race, sex, sexual orientation, religion, color, or ethnic origin in the administration of SNY Play Ball and the selection of SNY Play Ball recipients.
- Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, grant, or any other services or assistance from SNY.

Submitting an application to the SNY Play Ball program does not guarantee that you or your organization will receive a donation, clinic invitation, or any other services or assistance from SNY.

If you have any questions, please contact us via phone at 855-SNY-AWRD (769-2973) or email at SNYPLAYBALL@genzmarketing.com.

AGREEMENT

THIS AGREEMENT, entered into this 14 day of March, 2018, by and between:

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

NEWBURGH CAL RIPKEN BABE RUTH LEAGUE, having an address of P.O. Box 2618, Newburgh, New York 12550, hereinafter called "Licensee".

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

ARTICLE 1: Obligation of the City.

A. The City shall grant to the Licensee a revocable license to use baseball diamonds, numbered 1, 2, 3 and 4, and the Delano-Hitch Stadium located in the Delano-Hitch Recreation Park in the City of Newburgh for play of baseball and softball games by the Newburgh Cal Ripken Babe Ruth League for the period of time set forth below. The City shall provide field lighting, bathrooms and maintenance for these designated diamonds in Delano-Hitch Recreation Park. The City shall provide field lighting, maintenance and locker space for players/participants in a location in the Delano-Hitch Recreation Park to be determined by the City. These services shall be provided for games played Monday through Saturday from April 1, 2018 to July 31, 2018 and from August 1, 2018 to November 1, 2018, pursuant to a schedule to be submitted to and approved in writing by the City Manager or his designee.

B. The City shall further grant to the Licensee the right to operate concessions in a designated area of this diamond under the following terms and conditions:

1. The Licensee agrees to use and occupy the designated area for no other purposes than for the sale of hot and cold foods, non-alcoholic beverages, ice cream and ice cream products for public use. Prior to beginning use of the designated area, the Licensee shall obtain from the Orange County Department of Health, all permits and licenses necessary to sell food and beverages and provide the City with proof that such permits and licenses have been obtained. The Licensee shall, at his, her or its own cost and expense, furnish all labor, food and non-alcoholic beverage supplies.

2. Nothing herein contained shall prohibit City employees or the public from bringing food or non-alcoholic beverages into the diamond for personal consumption.

3. The Licensee shall not sell any product which is bottled or otherwise packaged in a glass container.

4. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Concession at this diamond which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules,

regulations, laws and ordinances promulgated by the County of Orange, State of New York including but not limited to the rules and regulation of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder.

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

6. In the event the designated area is destroyed by fire, flood, casualty, or any other circumstances, or reason or cause, then this agreement shall cease and terminate, but the Licensee shall pay to the City the fees earned by the City pursuant to this agreement up to the date of such termination.

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

C. The City shall further grant to the Licensee the right to use the Multi-Purpose Activity Center located within the Delano-Hitch Recreation Park in the City of Newburgh for four (4) registration sessions and one (1) general membership meeting during the term of this Agreement pursuant to a schedule to be submitted to and approved in writing by the City Manager or his designee. The Licensee agrees to follow the general rules for the use of the facility:

1. The facility must be left in a clean condition after use and the licensee is responsible for cleanup of the facility to the satisfaction of the City Manager or his designee.

2. No City equipment or property is to be removed from the facility or damaged.

3. No alcoholic beverages may be served, distributed or used in the facility or on City property.

4. The number of persons occupying the facility shall not exceed the maximum legal occupancy established by the Fire Department.

5. No group using the facility shall discriminate against persons seeking access to an event open to the public on the basis of race, sex, creed, color or national origin.

6. City employees shall have access to the facility at the time and during any meeting or event. The City reserves the right to eject individual attendees or to cancel an event for violation of this Agreement or other City ordinances.

ARTICLE 2: Obligation of Licensee.

A. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the maintenance of the field as is required by their use thereof.

B. The Licensee shall return the fields and stadium to the City in a clean condition free of all equipment, garbage and debris. The Licensee shall repair all damage incurred to the field and diamonds during the exercise of the license at its own sole expense. Such repairs shall be performed immediately. Licensee agrees that if such damages are not promptly and completely repaired, Licensee shall remain liable for all consequences, direct and indirect, consequential and incidental, to the City resulting from the damages and from the unavailability of such facilities resulting therefrom.

ARTICLE 3: Payment.

A. The Licensee shall pay to the City \$500.00 for each session for a total of \$1,000.00 for use of the Stadium and baseball diamonds during the period of this agreement. The Licensee shall submit a league roster to the City Manager's designee prior to the first game of the season in order to receive the discounted fee for City of Newburgh Youth Organizations. Payment the first session is to be made to the Office of the Comptroller at the time the Licensee enters into this agreement. Payment for the second session is to be made to the Office of the Comptroller on or before August 1, 2018.

ARTICLE 4: Insurance.

Licensee shall not commence use of the facilities under this agreement until it has obtained all insurance required under this article and such insurance has been approved by the City.

A. 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 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 \$500,000.00 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 contract.

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

ARTICLE 5: Representations of Licensee.

The Licensee represents and warrants:

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

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

ARTICLE 6: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder, and shall remain solely responsible for ensuring compliance with all terms and conditions therein.

ARTICLE 7: City's Right to Terminate Agreement.

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

1.
 - (a) The Licensee refuses or fails to perform any of its obligations under this agreement; or
 - (b) The Licensee fails to make prompt payment as required by this agreement; or
 - (c) The Licensee fails or refuses to comply with all applicable laws or ordinances; or
 - (d) The Licensee is guilty of substantial violation of any provision of this agreement.
2. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by seven (7) days notice to the Licensee, terminate the agreement with the Licensee.

ARTICLE 8: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the service to be granted hereunder and/or 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, whether or not the Licensee, its agents or employees have been negligent. The Licensee shall hold and keep the City free and discharged of and from any and all responsibility and liability of any sort or kind. The Licensee shall assume all responsibility for risks or casualties of every description, for loss, death or injury to persons or property arising out of the nature of the performance, other than those wholly caused by Acts of God or conditions pre-existing this license. 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.

ARTICLE 9: Indemnity and Save Harmless Agreement.

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

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

ARTICLE 10: No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 11: Required Provisions of Law.

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

ARTICLE 12: Term.

This agreement shall commence on April 1, 2018 and shall expire on November 1, 2018.

ARTICLE 13: Notices.

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

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

TO: City of Newburgh Cal Ripken Babe Ruth League
 P.O. Box 2618
 Newburgh, NY 12550

ARTICLE 14: Waiver.

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

ARTICLE 15: Modification:

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

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

APPROVED AS TO FORM:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

THE CITY OF NEWBURGH

By: _____

MICHAEL G. CIARAVINO

City Manager

Per City Code Section 163-1 and Section 220-19

NEWBURGH CAL RIPKEN BABE RUTH LEAGUE

By: _____



President

ORDINANCE NO.: 2 - 2018

OF

APRIL 9, 2018

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES"
OF THE CODE OF THE CITY OF NEWBURGH
TO PROVIDE A FEE FOR THE REPLACEMENT
OF LOST ELECTRICAL OR PLUMBING LICENSES

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

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

§ 163-1. Schedule of Code Fees.

Chapter 155, Electrical Standards

§ 155-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Chapter 230, Plumbing

§ 230-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

RESOLUTION NO.: 90 - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH GEICO INDEMNITY COMPANY a/s/o GISELLE TORRES
IN THE AMOUNT OF \$11,924.04**

WHEREAS, GEICO Indemnity Company a/s/o Giselle Torres 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 Eleven Thousand Nine Hundred Twenty-Four and 04/100 Dollars (\$11,924.04) 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 GEICO Indemnity Company a/s/o Giselle Torres in the total amount of Eleven Thousand Nine Hundred Twenty-Four and 04/100 Dollars (\$11,924.04) 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.: _____ 91 _____ - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH RIVER REALTY SERVICES, INC.
FOR REAL ESTATE BROKERAGE SERVICES**

WHEREAS, on November 1, 2017 the City of Newburgh issued a Request for Proposals for Real Estate Brokerage Services; and

WHEREAS, a total of twelve (12) proposals were duly received and opened on December 5, 2017; and

WHEREAS, the proposals have been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposals it has been determined that River Realty Services, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local real estate market and have proven successes with distressed property, and proposed the most economic commission; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for real estate brokerage services with River Realty Services, Inc. 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 a Master Listing Agreement with River Realty Services, Inc., in substantially the same form as annexed hereto with terms and conditions approved by the Corporation Counsel, for real estate brokerage services.

RESOLUTION NO.: 92 - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY UNDER THE
STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PROGRAM
("SAFER")**

WHEREAS, funding for from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program is available to assist fire departments improve staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes and provide protection from fire and fire-related hazards in their communities; and

WHEREAS, the City of Newburgh Fire Department requested to apply for funding under terms and conditions applicable to the SAFER Grant Program for FY2017; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017.

RESOLUTION NO.: 93 - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE
ON BEHALF OF THE CITY OF NEWBURGH A LAND DEVELOPMENT AGREEMENT
WITH R.L. BAXTER BUILDING CORP. FOR THE REDEVELOPMENT
OF THE PREMISES AT 109 SOUTH WILLIAM STREET**

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 109 South William Street (the "Property"); and

WHEREAS, the City has issued a Request For Proposals ("RFP") for the development of the Property and received six (6) responses from developers interested in pursuing development projects on the Property; and

WHEREAS, a review committee has reviewed the responses to the RFP and recommended to City Council that R.L. Baxter Building Corp. ("Baxter") be selected to develop the Property; and

WHEREAS, to advance the progress of the redevelopment of the Property it is necessary, appropriate and in the best interests of the City to negotiate a development agreement with Baxter;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to negotiate on behalf of the City of Newburgh a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street.