

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 9, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Bishop Jeffrey Woody of the Cathedral at the House of Refuge followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/Lista de Asistencia

Present: President Pro Tem Mejia presiding; Councilman Harvey, Councilman Jacobson, Councilwoman Monteverde, Councilwoman Sofokles - 5

Absent: Councilwoman Rayford, Mayor Kennedy - 2

COMMUNICATIONS

Approval of the minutes of the meeting of March 26, 2018

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Carried

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

At the Police Department he had the honor to attend the graduation ceremony for seven recent recruits who graduated from the Orange County Police Academy on March 23rd and have begun their twelve week Field Training Program. In addition, we just concluded the interviewing and hiring process for six additional police officers of which three have already been Academy trained. Hiring these trained individuals will save us a considerable amount of time and money and the remaining three will begin Academy training on April 16th. By hiring these Officers it will bring our department to the full authorized budgeted strength of eighty-five. We have also begun to rework and reconsider our Anti-Crime Unit that works in relationship to our community policing philosophy so team members under the direction of Lt. Weaver took to Broadway on Friday to talk and meet with business owners and residents. On April 3rd the New York Times featured an editorial by Tina Rosenberg and part of her article focused specifically on the Newburgh Police Department so we will post this article on the City's Website. Isabel Rojas, who is a former New York City Police Officer and works with the District Attorney's Office, and Lt. Joe Cortez, a Lieutenant in the City of Newburgh Police Department run what is called, "The Group Violence Intervention Program" which is aimed at reducing shootings in the City of

Newburgh. We have been recognized for a sustained reduction in our crime rates that have reported now some of the lowest crime statistics in the last ten years. This has not been done by force but by building relationships with our community. This initiative enables the Newburgh Police Department by working with local Ministries, Exodus that works with people released from Prison, the U.S. Attorney's Office, the District Attorney's Office and many, many local officials. We bring in the people who are at the most risk and have a very long and serious conversation with them about what awaits them if they don't change their ways. It is much more than just a scare tactic because we follow these young people and work with Social Services to identify what might be going on at the systemic level within their own families. There are also opportunities for employment and a number of other things that we are being recognized for by many local, regional and state law enforcement agencies in the State of New York. We have also had other police departments from around the Country come to see what we are doing in Newburgh and had police professionals from as far away as Sweden establish temporary residency in the City of Newburgh's Police Department. It is clear to us that the old ways in which we would initiate sweeps has changed and we are now working smarter with targeted enforcement and the assumption that everybody wants and deserves a safe community. By establishing the trust with our residents they are our strongest ally and give us the information that we need street by street to make a difference. For every young person that we turn around and pull in the other direction to be law abiding and a good model in the community has a way of being contagious. Statistics show that we are fruitful in our endeavors and many others who have attempted to tackle this problem in other urban environments have thrown their hands up in the air realizing that we are on to something in the City of Newburgh and we expect and hope this will continue. When we talk about the new Officers coming on, part of their curriculum will be Community Policing so from the first day they start there will be an opportunity for the new Officers to be a part of it. We are also working with our City's new Grant Consultant to identify any potential opportunities for the Police Department. We are in the planning stages of conducting a week long Summer Camp Junior Police Academy and looking at the possibility of conducting a Police Cadet Program for young people ages 14 through 21. This program would groom young adults for a career in law enforcement. As good as we are at training and recruiting Police Officers, particularly residents from the City of Newburgh, once they have the Newburgh Police Department training, they are in high demand. At the Graduation Academy he met a former Officer who is now working for one of our neighboring Police Departments where they offered almost \$40,000.00 more for her annual salary. While we work to keep taxes in line and do a number of other things for the community, we have to know that our brightest stars, homegrown N.F.A. graduates are being trained by us and then they move along because we cannot afford to keep them. We are becoming like a training academy for Police Officers for other communities who can pay them a lot more money. We don't have an answer for that tonight but he wants everyone to pay attention to it as it relates to the systemic resistances to meaningful positive change occurring in our community.

In the Recreation Department our Summer Playground is now open, which is the annual Summer Camp for boys and girls in Grades 1 through 6 and the dates are from June 25th to August 3, 2018 Monday through Friday from 8:00 a.m. to 4:00 p.m. The cost is \$350.00 for Newburgh residents and \$450.00 for non-residents, which includes all trips and you must register in person at the City of Newburgh Activity Center. Registration is also

ongoing for our adult co-ed softball league which will begin on May 5th. Games will be played on Saturday mornings and Delano-Hitch Recreation Park and the cost is \$400.00 per team. Please contact Alex Alvarez at (917)370-5193 or our Recreation Department for more information. Newburgh Cal Ripken Baseball is seeking players for the upcoming spring season and if anyone is interested please contact Jorge Resto at (845)264-2950 or just stop by the Activity Center. Registration for the Spring Youth Soccer is also now open which is for boys and girls ages 3 through 7 and the cost is \$65.00 per player which includes a uniform and end of season award. The Boat Launch at Washington Street is now open and the hours are from 6:00 a.m. to 8:00 p.m. Daily parking charges are \$15.00 per day and we will again be using the self-serve parking kiosk pay and display system. There will be attendants in the early stages to assist customers and we will continue to offer the Season Pass which may be obtained at the City Clerk's Office for \$100.00. Please note that the Newburgh Police will ticket any vehicle where the permit is not displayed by the owner and the cost for the violation will be \$50.00. Daily permits and seasonal passes must be clearly displayed on the transport vehicle windshield when parked there. Applications for season employment are now being accepted with positions for the pool, summer camp and laborers and all applications are available and accepted at City Hall.

We continue to have very impressive news from the Water Department. As of today compared to the numbers last year we are producing 879,290 gallons less per day in comparison to last year's production. We continue to identify leaks and take an aggressive stance towards reducing the amount of gallons that are wasted in our system. The average flow rate now leaving the Plant is 2.74 million gallons per day and for this last month our average production was the lowest it's been in over twenty years despite the population increase. This has resulted in lower production costs, chemical costs and many other costs related to the production of water in the City of Newburgh. We purchased leak detection equipment not too long ago so we don't have to hire an outside contractor and with fresh drinking water becoming increasingly scarce throughout the World, we believe that the best practices we are employing now are going to speak chapters in the future of the City of Newburgh with this most valuable asset. On Monday, April 9th West Point Military Academy came with twenty-three West Point Cadets to see what a state of the art water treatment plant looks like and on Saturday March 14th, we have thirty-five Mt. St. Mary College students scheduled for a tour. The next tour for the public will be on April 14th from 10:00 a.m. to 12:00 noon so please call the Water Department at (845)565-3356 to schedule a tour. All residents, City Council and any leaders in our community are welcome to see what it takes to produce what we believe is some of the best drinking water on the East Coast.

Resolution #93-2018 is a proposal to pursue a development agreement with the Baxter Group. This started out a number of months ago with a committee that included our Corporation Counsel and our Planning and Development including Deirdre Glenn, Alexandra Church and David Kohl. We also reached out to the business community in an effort to augment not only our strengths but potential developmental needs in bringing business people on. The R.L. Baxter Corporation is headquartered in the City of Poughkeepsie and two members on the committee have described them as "*The Real Deal*". They are working together with Mapos, with is the Architectural Firm that was established in 2008 and works with private client groups like Nike, Clinique and the New York Stock Exchange. This restaurant that is being proposed at 109 South William Street

on the ground floor is to have three to four Managers and a staff of about twenty to twenty-five employees. Above there will be commercial loft space and residential square footage with possibly six to seven tenants. The projected investment is to be around 2.7 million dollars and speaks to the level of interest occurring in our community. This is right off of Liberty Street which continues to grow in leaps and bounds and we are hoping that with the pursuit of this development agreement and Council approval this will be another step forward so that other properties we may offer in the RFP will benefit from realizing more and more folks are stepping into the City of Newburgh. We are also working on an RFP for 83 Broadway for potentially a Boutique Hotel as well as a number of other potential properties. As more people with the caliber of R. L. Baxter begin to invest in the community we believe it will have a positive effect on others that have possibly been looking for a long time and are waiting to jump in, as well as an affirmation for many who have already made the investment either as residents or business developers and have asked themselves if it's worth it. We believe it's worth it and we ask you to keep the faith as we continue to share more positive news.

PRESENTATIONS

There were no presentations.

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

Drew Kartiganer, 30 Meadow Street said the City Manager noted that you have to pay for police and fire or you lose the police to other departments once they are trained and the way you will do that is to create tax base and expand it. We need ratables and poverty housing is not a ratable because in the end it costs you more money than it will ever bring back in. Recently in the Orange County Post there was an interview where the developer for Alembic stated that the only thing that works based on their market study is affordable housing. It is subsidized housing and it is exactly what you don't want on the waterfront overlooking the river. That is the one place where you can make money and develop valuable real estate that you can tax. When you give a market study to a housing developer who does affordable housing, you are going to get affordable housing because everything looks like affordable housing to an affordable housing developer. We are having all of these meetings and creating all of this drama to find out what the people want but it is already determined because the market study said its affordable housing. That is the wrong thing and if you put it there you are failing the City of Newburgh. This has all been "fluff" and the RFP wasn't a real RFP as it didn't have enough to get any credible submittals. These guys were pre-selected for whatever reason and there are a lot of people here to fight it. This won't get done unless we have a credible transparent process that allows developers to submit and compete for that site.

Julie Lindell, 112 First Street said she read about 109 S. William Street and understands that the same kind of committee that recommended the City Council consider this is the same kind of committee that recommended Alembic. She is curious about how this committee is chosen and she would like it to be more transparent. It's not a very good process and we all have a big stake in this. She also wants to talk about Alembic because segregation is not the best social dynamic and it has been proven that it doesn't really work and it separates people. If we want people of higher incomes and lower incomes all living together, that's what we would be voting for with Alembic. This is not the kind of thing we would like to see. She would like to see people with mixed incomes living on the same street with more opportunity for neighbors to get to know one another. This is an alien way of handling people with low incomes and it's not fair to them to be put all together in a building like a cattle yard. It has been proven that doesn't work and it doesn't make a blended society so it would separate us more than anything else. There are other ways and she hopes we just think about what effect it will have on the community in ten years if we warehouse a bunch of people. We have enough of those.

Michael Lebron, 284 Liberty Street said he and his wife are restoring two distressed buildings in the east end and are seeking to bring 21st Century energy performance to Newburgh's historic buildings and help others do the same. Several weeks ago someone argued that the Alembic Project was good housing policy and as an official of the Ford Foundation he has seen similar projects work successfully. However, others have made the case before the Council that the City of Newburgh has a disproportionate number of low income and subsidized housing relative to the rest of the County and that the County has for decades concentrated its poor people within municipalities. Paul Jargowsky of The Century Foundation writes about inequality, the geographic concentration of poverty and residential segregation by race and class. In his report of August, 2015, The Architecture of Segregation, Civil Unrest, the Concentration of Poverty, and Public Policy he states that concentration of poverty is a choice whether we want to admit it or not. Concentration of Poverty is the product of larger structural forces, political decisions and institutional arrangements that are taken for granted. Given that the housing stock lasts for decades these policies build a durable architecture of segregation that insures that racial segregation on the concentration of poverty is in transfer for years to come. Our governance and development practices often insure that significant segments of our population live in neighborhoods where there is no work, underperforming schools and where there is little access to opportunity. There is also a correlation between geographic concentrations of poverty and increases in populations of the poor and geographic dispersion of the poor and decreases in populations of the poor. The implication is that by putting the poor in communities where there is stronger economic activity there is greater opportunity and the poor are provided hope. Wouldn't a more progressive city policy be one designed to lift people out of poverty instead of merely housing them?

Judy Thomas, 32 Benkard Avenue said she sees Judy Kennedy's name plate and noted that we all miss her here. On behalf of the Conservation Advisory Committee she announced an exhibition of student art work at the Codes Department, 123 Grand Street in the lobby. Also in the downstairs area of the Newburgh Free Library she is organizing with the CAC and the Performing Arts Academy through the Empire State Grant Program which is an afterschool program for Middle School and High School. The City Manager said in his

report tonight how to turn the City around and she believes it is working with the youth. She has been working with the Boys and Girls Club and Performing Arts Academy and their summer programs with afterschool art electives and homework on Tuesdays, Wednesdays and Thursdays throughout the school year. She said they will be open by Friday and noted that there is a wonderful article in the Chronogram about Newburgh and Newburgh was voted the best town in the Hudson Valley.

Arreda Cotten, 25 Palantine Avenue said she is a teacher at N.F.A. and we are forgetting the little children. We have to raise children at a young age and give them the education that they need so we need museums here because she has to take her son to D.C. or New York City to see museums. We need to start thinking about our young children because we have forgotten them and they are walking the streets aimlessly because they don't have parents to take care of them the way they need to. If you start teaching them information at a young age, then they will be raised to be better community citizens. If we just keep putting band-aids on things we will never fix this problem. Let's give our children something that they need.

Michelle Basch, Broad Street agreed that there is nothing more important than an education and from the moment you are born until the moment you die education must continue. It doesn't matter what color, religion, sexual orientation, size or gender you are so if we can concentrate on education, we are going to make it. That is the most important thing and sadly enough in the United States it is not put on a pedestal. Councilman Jacobson at the past few meetings asked the City Comptroller if we were in budget and the answer was vague. Obviously we haven't spent the year's Budget but we need to know if we are in budget to date. That calculation is made by seeing what the regular and planned expenses and entries are on a monthly basis so the answer should be yes we are in budget to date or no we are not in budget to date but we plan on making it up or we have a little leeway. She would like a proper answer to that. Councilman Harvey stated at the last meeting that any large developer will require a subsidy or a PILOT of some kind and that is true. Nobody is going to come in and do something without any subsidies anywhere. Would it be possible for the City of Newburgh to look at a 485B ten year PILOT similar to what the waterfront restaurants received? They start out with no tax and slowly they start paying and at the end of ten years they are paying their regular taxes. She believes that is fair because it gives you the time to build and plan and bring in the success that is necessary.

Omari Shakur, 55 Liberty Street, said they will be working with the kids and fundraisers. People have been asking him what they can do for the children this summer so he would like to know what is available as far as jobs because we will be holding a seminar. Summer is coming and things heat up but we did good last year and hopefully we can bring that into this summer and get some things done. He would also like to know about the Orange County Program because he thinks they are hiring some young people too. He asked what the summer program schedule will be at the Rec this year because some people can't afford it. What can we do to help assist these groups in the community? At the next meeting he will come back with a date for a Seminar to work with the children. Let's see if we can do something positive with the children.

Candace Melvin, 150 Ann Street said that a few people at the last couple of meetings have talked about the lack of education in the area. In impoverished areas often the lack of education is due to financial literacy. She and two partners are working on something for

financial literacy and education for young men ages 17 to 25 because that is often the population that is overlooked. She also agrees with Ms. Cotten that there does need to be something here for the younger children also. She would also like to see more support in the city for the residents who are trying to buy properties in the area and trying to keep money here. Some of the residents she knows are trying to combine forces to do this because some may not have the ability to do what a big investment group can do but there are people here who have the ability to do so with education, money and credit history. If you combine those forces together, it can happen but we just need the City's support.

Nasia, Montgomery Street said in regard to the RFP process that we have come to the conclusion that the process we have at this point is creating more problems and if we look at changing the process we could avoid a lot of these problems moving forward. She has some suggestions on transparency and helping to allow public feedback to be a little more included in the City Council's decisions before it comes to what we are going through right now: The RFP should be presented to the City Council. Opportunity for public comment. Selection committee to be made public. City Council to approve selection committee. Opportunity for public comment. After the selection committee has gone through the candidates the top three are to present to City Council. Public feedback. Feedback from City Council and public comments to be taken into consideration before final selection is made. Obviously this lengthens the process but in the end if you look at it she thinks it could actually shorten the process and give us a clearer understanding on what the City envisions moving forward. A vision meeting was put out recently and she is curious as to if that's part of the Vision Consultant we hired to create the new Master Plan or something else because it is not clear to anyone. People are very confused by who is sponsoring this meeting so it would be great to know about that. Lastly, we hired a Grant Consultant on retainer and she wonders who the point person is to follow up on that. Also is there a way to see all of the Grants being applied for?

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Harvey thanked everyone who came out tonight. To answer Omari Shakur he said the City Manager mentioned there are job opportunities at the Recreation Department with the swimming pool, Summer Camp and recreational activities and applications for these are available at City Hall. People say there is not enough for our kids to do and they are always open to new ideas on what we can do to enhance what we have. We have our Recreation Department, AAU programs and a new Skateboard Park and there are a lot of recreational things going on at the Unity Center with math coding and tutorial service. Kevin White is doing an excellent job at the Boys and Girls Club and the Performing Arts Academy so these are just a few of the things in our community right now and we are always open to new ideas but he knows for a fact that there are a lot of great things happening for our kids in our community. As for Museums and art culture, back in 2006 we had the Art and Cultural Commission and we legislated a 1% for art and culture law that is still on our books. Once that started gaining momentum we had the Courthouse renovation which was a million dollar project and then an eighty five million dollar renovation for SUNY Orange. Once that project was on board the Council at that time put a six month moratorium on that 1% for art legislation because they "didn't

understand the legislation enough". That six month moratorium has extended to almost ten years now so the Council has agreed to relook at that because had it done what it was implemented to do there would have been hundreds of thousands of dollars in a savings account to create a fine arts museum/performing arts center for the City of Newburgh. He agrees that the RFP process needs to be revisited because the community voices have been heard. He asked the City Manager to explain the process because that is where the process is and once completed they come before the City Council. He said he is very familiar with the R. L. Baxter Corporation because he is a Poughkeepsie, New York native and Mr. Baxter was his Wood Shop Teacher. He created that Corporation from the ground up and he knows Mr. Baxter personally so he knows of the work that he has done. We will still look at this resolution closely but this Corporation is very reputable and has done work in Poughkeepsie, throughout the Hudson Valley and Nationwide. He asked the City Manager to please briefly explain the RFP and RFQ process.

Councilwoman Mejia said they want to get that question answered and suggested it be done as part of the resolution so we can continue on with the comments.

Councilman Harvey said the only reservation he has with that is that in the interest of time for the people here this resolution is the last one for the night and some of them might have to leave.

Councilwoman Mejia said we could also move that resolution to be the first one.

Councilman Jacobson said that tonight we are taking another positive step to retain our firefighters. With a combination of money we are going to put in plus the Federal Grant money we should be able to retain most if not all of the firefighters scheduled to be laid off. We don't want to get in a situation where we keep people on, then we lay them off, then we try to get more and we lay them off because we end up with additional costs that are self-defeating. The extra sales tax money that we have, which is not a gift from the County Executive because he had to do it by law, should be put into two funds. One for firefighters and one for our streets. Last year he doesn't think we did anything on the streets because we didn't have the money for the ADA compliance. If we put that money into two funds it can be invested for the future of Newburgh for our firefighters and our roads. The reason it was important to have this on the Agenda today for the firefighters is because the application for the SAFER Grant has to be in by April 27th so he wanted to make sure that it wasn't put off to the last second. He thanked Congressman Maloney's Office who has been working very hard and got us this money in the past and should hopefully get us the money in the future.

Councilwoman Monteverde thanked Wayne Vradenburgh for doing a great job and catching all of the water leaks which is saving a lot of taxpayer money. There was a question about the Budget and we got a report from the Comptroller that says overall the departments are in line with the 2018 Budget, however she has some concerns in some areas. It looks like we are down a little in city code violations, building permits, consumer utility fees and safety inspection fees. We will continue to report on that so feel free to ask question for updates. She said on affordable housing that she is not sure how we got to the fact that we are looking to segregate and create low income housing. There are a lot of rumors going around about this Alembic Project and we really need to take the time to think about it and maybe do some research in other municipalities like Westchester who

has done a lot of work with affordable housing. Municipalities by law have to provide a certain percentage of affordable housing for every development that comes to the Council. New Paltz just adopted an ordinance or resolution where they have to provide a certain percentage of affordable housing every year and maybe that's something we need to look at. Affordable housing is extremely important. She is not talking about low income housing she is talking about affordable housing and if you don't know what the difference is she would be happy to talk about it. She has been in affordable and supportive housing for over twenty-five years and she works at Safe Harbors. They are managing the RUPCO properties which is going along quite nicely.

Councilwoman Sofokles said that each child has to pay to go to Summer Camp and she would like to sponsor a child. We need to come up with a way to sponsor some because it is unaffordable for a lot of families. She sponsors a lot for the youth because it is very important and that has been her goal. In regard to what our City Manager was saying about the police and fire departments, she knows what a lot of the police departments make around this area and every time you see one of our police officers you should shake their hand and thank them because they work for about a third of what some of them make. She is glad we have the Grants writer now and we do need to keep on top of that and find out who is in charge because our police department survives a lot on Grants. Councilman Jacobson brought up the Fire Department because we need to use that sales tax money to keep our Fire Department. In the long run she looks at the numbers and it costs us more to lay them off and retrain so she hopes we will be able to keep them. She is also interested in the RFP process and knowing a little bit more about it. She does like this project at 109 S. William Street and feels it is a good project for our City.

Councilwoman Mejia thanked everyone who acknowledged Mayor Kennedy's space here in our Chambers. Whenever she facilitates the meeting it is important for her to hold her space and she does that very consciously because she thinks that has been a force in our City and a force that has had a positive impact so she wants to make sure that as time moves forward we continue with that spirit that is shared with everyone. To Judy she said, *"Thank you for being here."* We are at the point where we need to continue to move on with the City business and everyone is on the same page about our fiscal reality and what is needed to take place in order for development to occur. The question that still remains is what does that development look like? At no point has she heard from this table any talk of segregation in terms of housing. Those comments have been coming from some other forums about *"Those types of people should be placed anywhere else besides the waterfront"*.

That has been said but not from this table. The type of City that we want to be is one that is a diverse city for all races and income levels. She agreed some families might not be able to afford Summer Camp and everyone should be aware that if you receive assistance the Department of Social Services does provide scholarships or stipends to attend. She also loves the concept of sponsoring some children so maybe we can have some sort of process for people who want to do that and work with the Recreation Department. Around the affordable housing discussions we have to have numbers attached to it so we can't just say affordable housing or low income housing. She wants to continue to say 30%, 50%, 80% and 120% area median income because when you start to talk with those numbers you give it a different picture. To Councilwoman Monteverde's point, this isn't even low income housing that is being discussed so we are not even addressing that point yet.

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

Councilman Harvey moved and Councilwoman Monteverde seconded that resolution #93-2018 be moved to the top of the agenda.

Ayes: Councilman Harvey, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Sofokles – 5

MOTION CARRIED

CITY MANAGER'S REPORT

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

Councilman Harvey moved and Councilwoman Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

Resolution No. 85-2018 - Supporting removal of Strooks Felt Dam

Councilman Harvey moved and Councilwoman Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

Resolution No. 86-2018 - Endorsing Riverkeeper grant application for Strooks Felt Dam removal

Councilman Harvey moved and Councilwoman Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

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

Councilman Harvey moved and Councilwoman Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

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

Councilman Jacobson noted that this individual has been renovating that whole area of William Street and it's incredible to see that something is going on there because for years it has been an abandoned area as far as real development.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

Resolution No. 89-2018 - SNY Play Ball Grant

Councilman Jacobson said this will be found money if we get this and he would hope that the money could go towards scholarships and other ways to help more kids to participate.

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

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

Councilman Harvey moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

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

Councilman Harvey said he attended the Boys and Girls Gala last Thursday and he missed this so he asked for a quick briefing. Is this the Realtor that will get all of our properties?

Michelle Kelson, Corporation Counsel said this is the Realtor we have been discussing at the last several meetings and the proposal is to authorize the Broker to market and maintain some but not all of the City owned properties. She thinks that before we turn over one hundred percent of our portfolio the plan was to have select properties be marketed by the Developer. It is a one year agreement and we can evaluate how the service is working for the city at the end of that period of time. She does recall discussion where there was some feeling that we turn everything over but that is not exactly how the project was envisioned. When we try something new and different, she likes to go in smaller steps because you need to give it a little bit of a test before you jump in with two feet. If it is working out great, we could continue to authorize more properties to be marketed but this is something that we haven't previously done so we want to be open and honest about what we think the program should be in the beginning and how it will progress with updates as we go.

City Manager, Michael Ciaravino said that any parcel that we are attempting to sell still has to come before the Council.

Councilman Harvey said he does recall the discussions and reiterated that there is concern

that the City Government is not in the real estate business. We have heard from people that the City Government needs to provide more opportunity for the people who have lived here for generations to have access to these properties. There seems to be some sort of Gate Keeper who says who is approved and who is not so some people feel disenfranchised already. They have lived here for generations but when they went to purchase a home there were all types of roadblocks in our Housing and Development Department. They are using discretion as to who gets what property so those claims are out there.

Councilwoman Monteverde said that the people who have come to the last couple of Work Sessions did not seem to be a selective group. It seems very diverse and the City has to make sure that they have the finances to restore these properties so she believes it is a fair process. By giving these properties to River Realty they will be able to market them and people will hopefully be able to bid on them for purchase.

Councilman Harvey said that is his point. There were instances where people have come before but they weren't able to purchase property when they had the finances and documentation in place. With this Real Estate coming on board it takes our City workers out of that element and gives it to them. By saying we are not going to turn all of the properties over there is still that concern so he is being a voice for the people.

Ms. Kelson said to understand that this is a new company and while we fully believe they are going to provide a benefit and service to the City of Newburgh it is still in the future. When you sign a listing agreement, that's a Contract and what you give you cannot take back so what she is strongly recommending is to start the process and take a measure of whether we see an improvement. You can always increase the volume but it is very difficult to reduce it and that's all she is saying. We want to be transparent about what we plan to do and what the project entails so the recommendation is to start with a little less than the whole and we can bring you progress reports periodically.

Councilman Harvey asked how many total properties are on our list and how many will they handle?

Deirdre Glenn, Planning & Development Director said we have four rentals and we probably have about twenty-eight, twenty-nine properties right now with another fifty expected in June or July.

Councilman Jacobson said these are the ones that are almost impossible to sell on our own.

Ms. Glenn said it's amazing what we have been able to sell. She told the Council that she has said many times that if there are any complaints to please give her the details. She told the public also that if they have any complaints about the way they are being treated in terms of property sales to please don't hesitate to get in touch with her Department.

Councilwoman Mejia said she thinks this is also a response from us as a municipality to increase the availability of just showing the properties because that has been one of the challenges. By having a professional realty company that does this they have a system and when you want to see a property you want to see it.

Ms. Glenn added that we put together a guide for buying and restoring properties which is

available on the website and it is full of information which could be helpful to anyone who wants to buy and restore a property.

Councilwoman Sofokles told Councilman Harvey that when they purchased their homes they were bought already built so we just had to get a mortgage. For these houses people have to have \$100,000.00 in the Bank so now the City is really doing the right thing. In the past if someone had \$17,000.00 they bought the house and had eighteen months to fix it but then they couldn't get the money to do that so it went back to the City. She couldn't have purchased one of those properties because she didn't have \$100,000.00 to fix it up which is where she thinks the problem lies. Not that anyone is looked past but you have to have that money to fix it up or we are going to get the property back again.

Councilman Harvey moved and Councilwoman Monteverde seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

Resolution No. 92 - 2018 - Apply for SAFER Grant

City Manager, Michael Ciaravino pointed out that this is slightly different than the last SAFER Grant where it requested Council's permission to both apply for and accept if awarded. We are doing this in a two stage process with the first and foremost being to meet the deadline. We did not want to wait to the last minute and we also want to have an opportunity to do our diligence and be able to cost out what the Grant will entail so that after we apply and if we are awarded the Grant we can come back to Council and show if there is going to be a waiver with it or not. Are there other issues relating to a requirement that these firefighters be laid off formally and they cannot be rehired or does a break in service constitute a break in employment so that we can rehire them as new employees? There are a number of things that we still have to iron out and we want to make certain that our Council and our community is aware of whatever costs will be associated with the SAFER Grant. At the end of the day if we believe that we are going to need to raise taxes in order to meet the City's part of it then we want to be able to say that and if we think we can do it within budget then we want to be able to represent that to the Council as well. This is only for the application process itself.

Councilman Jacobson said that the reason he wanted this on tonight is because in some ways we have been kicking the can down the road so he wants to know what the numbers are and we have to have them by the next Work Session. We have to know that if we say we are going to spend "X" amount of dollars to save these jobs that it is going to save these jobs and not just go to some newly found budget hole. He is hoping that we can do this and Congressman Maloney's office has been working closely with us as they are responsible for getting us the previous SAFER Grants so he is sure they will come through this time as well.

Councilman Jacobson moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles - 5

Adopted

NEW BUSINESS

There was no new business.

OLD BUSINESS

Councilman Harvey said it is his understanding that a group of students and two teachers from the Excelsior Academy were at the Work Session for the Youth Summit which they are planning for May 19th at N.F.A. He thought that when they came on Thursday it was to give their proposal and to have Fullerton Avenue blocked off so he thought that would be on the Agenda for a vote. He knows they did a presentation but he is not sure where we are with that.

City Manager, Michael Ciaravino said we are working on a Special Event Permit so a resolution is not required. It is just simply applying for a permit and notifying the various teams such as DPW, Police and Fire so that we are able to close off the street for that special event while still providing emergency access.

Councilman Harvey asked if insurance is needed.

City Manager, Michael Ciaravino said that he expects there is an insurance policy for the schools that would apply which Michelle will review. If there is something the City can do to accommodate them, we will do that but we obviously would like to have it on the School's insurance policy if at all possible.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Harvey said he had an opportunity to visit Mayor Kennedy yesterday evening and she sends her regards. She gave him a "to do" list and told him what she needed him to do but she is in good spirits and her mind is sharp as a whip. He thanked everyone for having her in their thoughts and prayers. He is excited about the spring with good weather coming for this weekend so he hopes we can get started on some road repaving. He saw them out filling the potholes which is a good thing but there is also some innovative new technology that he has been researching to assist us with some road repaving work that will be more sustainable than the traditional materials we use. He is excited about the prospect of developers coming to the City of Newburgh and he has heard that Newburgh is very much on the radar. He added that he, the Mayor and his colleagues have discussed the 485(b) as a potential thing and Mayor Kennedy said that she recommends at some point in the very near future we come up with that agreement for everyone who comes before us.

Councilman Jacobson thanked everyone for attending and said that when the public speaks we all listen and take it to heart. We are all saddened concerning Mayor Kennedy and we have her in our prayers. Concerning potholes, he was doing petitioning for Congressman Maloney and he got to one street where he knew the residents were going to want to talk to

him about these potholes so he bugged George Garrison to go over to McCord Drive, which he took care of this morning. The whole street still needs to be done but he can at least talk to his neighbors now. He thinks we made some progress and he hopes that in the future we talk about economic development because that is the next step we have to concentrate on. He wished everyone a good night.

Councilwoman Monteverde said she also visited with Mayor Kennedy and she is in good spirits so she knows her spirit is here with us tonight. She gave her marching orders also but that's Judy, working until the last minute. In regard to economic development, we inherited an economic crisis from previous Councils and Administrations and as a working Council we need to be smart and come up with solutions to jumpstart and reduce our taxes. To rebuild our City's economy it's really important to be able to sustain and continue to grow. She is committed to finding a way to keep our Fire Department whole but she is asking that they be mindful of the Budget and make an effort to keep the overtime to a minimum. A woman was at the last Council meeting to discuss that she is losing her home due to unpaid taxes and she said to anyone who is in danger of losing their home to please reach out sooner rather than later to the City and the Council so perhaps we can help do something. If you wait until you are several years into it, then it's a little late. She reminded everyone that the Annual Community Cleanup is coming up on April 21st and she hopes we have good weather. If there are any questions or you want to participate, please see her or send a message. We are expecting about two hundred and fifty volunteers and we have a lot more community groups getting involved this year. It was mentioned that on the second Saturday of the month the Water Department provides tours and she would love to do that. She thanked Deirdre Glenn and her staff for their continued effort to sell the vacant properties. It is exciting to see new homeowners investing in the City and also soon we will be utilizing the services of the Real Estate Firm and selling more properties.

Councilwoman Sofokles reminded everyone that this is Crime Victim's Week and if you go over to the empty lot on Johnston Street, there are photos of victims and buttons. Take a moment to think about those young people who lost their lives for absolutely no reason and keep them in your thoughts and prayers along with the Mayor. She likes the idea of the Real Estate Company because she doesn't feel that Newburgh is in the Real Estate business although Deirdre Glenn has done a wonderful job marketing the properties she has marketed. If people need to reach out and think they can afford one of these properties, they need to come up with money to renovate it. She is excited about the six that were sold last month because they will now be renovated and she is very excited about 109 South William Street because it has been an empty warehouse for as long as she can remember. Now there is going to be a restaurant there with lofts and apartments and it will be another property back on the tax rolls. The only way we are going to lower taxes is to get properties back on the tax rolls and get some sort of economic development. She thinks that with the City Manager and staff we have now we are headed in the right direction. She thanked everyone for coming tonight.

Councilwoman Mejia thanked everyone for coming out. She thinks that going forward we are at a crucial juncture here in the City of Newburgh and we need to continue to move in a positive direction. She apologized for missing the March 26th meeting and the Work Session last week but she was on a much needed reconnection with her family. It was energizing and recharging to have an uninterrupted meal with them and she met a lot of

great people where she was on the other side of the World. She read the following quote, *"There are only two mistakes one can make along the road to truth. Not going all the way and not starting"*. She thanked everyone for coming and wished them a good night.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned 8:55 P.M.

**LORENE VITEK
CITY CLERK**

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.

ADOPTED
RESOLUTION NO. _____
RESOLUTION IN SUPPORT OF THE REMOVAL OF 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; and

Whereas, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project," therefore be it

Resolved, that the City of Newburgh City Council hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh..

Riverkeeper
Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek
Proposal to the New York State Department of Environmental Conservation
Summary

Riverkeeper is preparing an application to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program. The proposed project is to remove the Strooks Felt Dam on the Quassaick Creek. Removing this first barrier to the Hudson River will restore almost a mile of habitat for both river herring and eel – two aquatic species in serious decline. The dam is situated on land owned by the City of Newburgh and Orange County. Ten years ago, Orange County prepared an application for NOAA funding to have this dam removed. For unknown reasons, the project was not funded, but this application demonstrates both the need to remove the dam and the political will to do so.

Several species of diadromous fish move in from the ocean using tributaries to the Hudson River as migration pathways between feeding, nursery, and spawning grounds. Many dams and culverts are blocking those pathways and dramatically shrinking available or accessible habitat area, causing declines in fish biodiversity and other wildlife. As years pass, most dams are relics of the past, no longer serving the purposes for which they were originally built and many fall into disrepair.

Riverkeeper is committed to restoring aquatic life to the Hudson River by ridding the river and its tributaries of the hundreds of obsolete dams that now serve only as impediments for the river's diadromous fish, preventing them from reaching habitat crucial to various life stages. Removing dams is critical to restoring the natural flow of the river as well as the biodiversity and the abundance of life in the Hudson.

The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

River herring and American eels have been in serious decline for the past thirty years. River herring are now at three percent of their historic population size and American eels are suffering a similar fate. Should any of these species (Alewife, Blueback Herring or American eels) be placed on the endangered species list - which is not unrealistic since petitions have been submitted by the Natural Resources Defense Council in 2011 and river herring suffered from excessive bycatch this season already by midwater trawls for Mackerel, Longfin Squid and Sea Herring in the Atlantic Ocean. If such listing is warranted, then both owners could be forced by the federal government to remove the dam at their own expense in order to expand essential and critical habitat.

The scope of work includes preparation of the access road, setting up of the staging area, mobilizing the equipment, dewatering around the site, removal of the dam and apron, trucking the remains to an authorized disposal facility, stabilizing the channel bed and stream bank as needed, doing the necessary pre- and post-project monitoring, holding a pre-construction meeting with the contractor, supervising the contractor's work, handling permit documents and preparing plans if necessary, with project management and oversight.

Riverkeeper is uniquely qualified to manage this project, with a long track record of success as a grantee of the Hudson River Estuary Program, and working in communities in the Hudson Valley through our Boat Patrol, Outreach, and Water Quality Programs. They successfully facilitated the removal of the Wynants Kill Dam in Troy by bringing all relevant parties to the table. They now have a full-time Habitat Restoration Manager who is a professional ecologist and scientist with extensive experience studying fish populations on staff leading their dam removal efforts. Prior to joining Riverkeeper, he was an aquatic ecologist with the NYC Department of Parks and Recreation, overseeing projects on diadromous fish reintroduction, barrier mitigation, and fish passage. They are also engaging the services of Laura Wildman, a world renowned expert in barrier removal, and her team at Princeton Hydro Engineering.

Riverkeeper hopes that Orange County and the City of Newburgh will support their original proposal to remove this dam, since a full removal and river restoration would be funded at no cost by the municipalities, and because both jurisdictions are liable for any and all damages in and around the structure as well as for scheduled maintenance as ordered by NYSDEC Dam Safety Office.

Hence, removal is a win-win situation for all parties concerned, whereas failure to capitalize on this fortuitous opportunity and thereby allowing this obsolete dam to languish another 10 years is a lose-lose proposition for everyone, but mostly for the imperiled fish and the movement Riverkeeper is trying to champion throughout the Hudson Valley.

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 OF MUNICIPAL ENDORSEMENT

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 City of Newburgh City Council 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.

Riverkeeper
Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek
Proposal to the New York State Department of Environmental Conservation
Summary

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The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

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The scope of work includes preparation of the access road, setting up of the staging area, mobilizing the equipment, dewatering around the site, removal of the dam and apron, trucking the remains to an authorized disposal facility, stabilizing the channel bed and stream bank as needed, doing the necessary pre- and post-project monitoring, holding a pre-construction meeting with the contractor, supervising the contractor's work, handling permit documents and preparing plans if necessary, with project management and oversight.

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Hence, removal is a win-win situation for all parties concerned, whereas failure to capitalize on this fortuitous opportunity and thereby allowing this obsolete dam to languish another 10 years is a lose-lose proposition for everyone, but mostly for the imperiled fish and the movement Riverkeeper is trying to champion throughout the Hudson Valley.

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 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 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.

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.

MASTER LISTING AGREEMENT Cover Page

This Master Listing Agreement (the "Agreement") is entered into by and between the City of Newburgh ("City" or "Seller"), and the party identified below as "Brokerage Firm" ("Brokerage Firm" or "Broker"). Capitalized terms that are used in this Agreement, but not defined contextually, will have the meanings ascribed to them in **Section 14 (Definitions)**.

Effective Date of Agreement: _____

Brokerage Firm Information

Name of Entity: **RIVER REALTY SERVICES, INC.**

Name of Individual signing on behalf of **LEE A. RAPHAEL** Brokerage Firm is a **Sole Proprietorship** (check one):

Entity: **BROKER/OWNER** ☒ Corporation

Address: **117 EXECUTIVE DRIVE, SUITE 100, NEW WINDSOR, NEW YORK 12553** ☐ Limited Liability Company

Telephone: **845-564-2800** ☐ General Partnership

Mobile: **914-474-8146** ☐ Limited Partnership

Fax: **845-564-0700** ☐ Other (Describe _____)

Email: **LRAPHAEL@riverrealty.com** State in which **NY**

Brokerage Firm's Business Entity was formed:

Brokerage Firm should receive legal notices under this Agreement (check one): **Yes No** Brokerage Firm's Federal Tax ID Number: **30-0488660**

City of Newburgh
Point of Contact

Name:

Title:

Address: **83 Broadway**
Newburgh, NY 12550

Telephone:

Mobile:

Fax:

E-mail:

[SIGNATURE PAGE FOLLOWS]

MASTER LISTING AGREEMENT Signature Page

By the signatures of their duly authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

CITY OF NEWBURGH

83 Broadway

Newburgh, NY 12550

By: _____

Name of Authorized Signatory: Michael G. Ciaravino

Title: City Manager

Date:

Per Res. No.

BROKERAGE FIRM: RIVER REALTY SERVICES, INC.

By: _____

Name of Authorized Signatory: Lee A. Raphael

Title: President

Date:

**MASTER LISTING AGREEMENT
General Terms and Conditions**

RECITALS

WHEREAS, the City is the owner of various parcels of real property (individually, a "Property" and collectively, the "Properties");

WHEREAS, Broker is in the business of listing and selling real property and providing certain brokerage and asset management services on behalf of owners of real property; and

WHEREAS, the City is in need of such services in relation to the City's Properties;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Parties –

This Agreement is entered into by and between Broker and the City, as owner and seller of each of the Properties identified by the City in the manner described below.

2. Effective Date –

This Agreement is effective as of the date indicated as the "Effective Date" on the Cover Page of this Agreement or, in the event that no date is so indicated, as of the latest date of a party to execute this Agreement (the "Effective Date").

3. Term –

The term of this Agreement shall commence on the Effective Date and continue for a period of (1) one year or until terminated as provided in Section 6 (Termination) (the "Term").

4. Services –

A. Property Assignments.

The City may assign Properties to Broker prior to listing the Properties for sale (each, a "Property Assignment" and, collectively, the "Property Assignments") by emailing the broker the address of the Property and its section, block and lot numbers ("SBL").

Broker agrees to perform certain Services with respect to each of the Property Assignments, which such Services include the issuance of broker price opinions and other Services described herein.

B. Property Listings.

The City will offer to list Properties with Broker for sale, from time to time, by issuing one or more listing supplements to this Agreement (each, a "Listing Supplement" and, collectively, the "Listing Supplements") identifying the Properties in connection with which Broker will perform the Services.

Broker will indicate its acceptance of a Property listing (i) by commencing performance under the applicable Listing Supplement and (ii) returning a signed copy of the Listing Supplement, via

e-mail or fax, to the City.

Each Listing Supplement that has been accepted by Broker is incorporated in this Agreement by reference. Each Property identified in such a Listing Supplement is referred to herein as a "Property Listing."

C. Delegation of Authority from Broker to Listing Agents to Accept Property Assignments and Property Listings on Behalf of Broker.

Broker may identify Listing Agents who are working on Broker's behalf to negotiate and arrange Property sales. Listing Agents may be identified by Broker through the Broker's own, internal Property Assignment System or other electronic platform or non-electronic means designated for such purpose by the Broker. Broker acknowledges and agrees that all such Listing Agents are authorized to (1) act on its behalf with respect to the acceptance of Property Assignments and Property Listings under sub-sections (A) and (B) above and (2) act on its behalf with respect to the management of such assignments and listings through the sale process. Each Property Assignment and Property Listing accepted by any such Listing Agent shall be deemed to have been accepted by Broker hereunder.

D. Exclusivity.

The City employs Broker as its sole exclusive agent for the sale of the Properties it has or will have, or will acquire title to, which are identified in the Listing Supplements.

E. Listing Period.

Broker has the exclusive right to sell a Property during the listing period set forth in the applicable Listing Supplement or any subsequent extension thereof, unless the Listing Supplement or this Agreement is terminated early pursuant to Section 6 below (Termination; Expiration).

The initial listing period set forth in a Listing Supplement may be extended by the City of Newburgh in its sole discretion for any period of time.

F. Price.

Each Property will be offered for sale at the price listed in the applicable Listing Supplement, on terms and conditions that are satisfactory to the City.

G. Performance.

(1) Broker's Responsibilities Concerning Property Listings. Broker covenants and agrees to perform the Services in accordance with the following requirements.

(a) Listing the Property. Broker agrees to use due diligence to find a buyer for each Property, including: (i) listing Property with all other brokers on a co-brokerage basis; (ii) using the most appropriate multiple listing service available to Broker; and (iii) cooperating with other brokers. The City expressly authorizes Broker to sign multiple listing agreements.

H. Preservation and Management Services.

Broker shall also provide certain preservation and maintenance related services ("P&M Services") for the Properties as requested by the City. Such P&M Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker

coordinate, direct and oversee P&M Services as the City's agent.

- (1) Broker Oversight. In the capacity set forth above, Broker shall coordinate, direct and oversee P&M Services by qualified vendors, with requisite skill and experiences to competently perform P&M Services ("Vendors").

Additional oversight duties include the following:

- a) Broker shall verify that all Vendors (a) are duly licensed by the appropriate governmental authorities, as applicable; (b) have workers' compensation and liability insurance in commercially reasonable amounts and (c) name the City of Newburgh as additional insured on its liability insurance policy.
 - b) Broker shall oversee each Vendor's performance and verify that the work assigned has been completed in accordance with the terms of the Vendor's agreement, which shall accurately and completely describe (i) the scope of Vendor's work, (ii) the terms under which the Vendor is to be compensated, and (iii) the amount of such compensation.
 - c) Broker shall coordinate, direct and oversee the Vendors performance of assigned work and pay the Vendors compensation due and payable for property completed work.
- (2) Reimbursement.
Reimbursement of amounts paid by Broker to Vendors shall be made by the City no later than sixty (60) days following its receipt of a properly completed Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding in connection with a particular Property and a closing date has been scheduled at which that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.
 - (3) Preservation and Maintenance Pricing Matrix. Pricing of P&M Services shall be as set forth on the P&M Pricing Matrix attached hereto. If the P&M Services cannot be provided for an amount not to exceed the corresponding, pre-approved amount shown on the P&M Pricing Matrix, then Broker will solicit at least two bids and present both bids and pictures of the work in question to the City for the City's approval, unless the City waives two bids, in which case the Broker shall submit to the City of Newburgh a bid from the original vendor engaged by the Broker and pictures of the work in question.
 - (4) Broker's Fee. Broker's fee shall be ten percent (10%) of the cost of the P&M Services provided.

I. Utility Management Services.

Broker shall also provide certain utility management services ("Utility Management Services") for the Properties as requested by the City. Utility Management Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker manage utility services as the City's agent.

- (1) Utility Management Services shall include the following:

(i) Contacting all gas, electric, propane, water, sewer and sanitation and utility service providers and setting up accounts in the name of the Broker.
(ii) Ascertaining from the City and payment of the amounts of delinquent water, sewer, and sanitation services charged to an assigned Property, subject to reimbursement as provided herein.

- (2) Utility Management Fee. The Broker will charge a onetime, flat fee of \$150.00 to City of Newburgh payable after the City's delivery of a Property Assignment and with the first Reimbursement package submitted.

J. Billing Services.

- (1) Reimbursement Requests. Either bi-weekly or monthly, Broker shall submit to the City a Reimbursement Request in the form annexed hereto specifying completed P&M Services, Utility Management Services, and/or other utility or other service invoices paid by the Broker on behalf of the City, as applicable. The amount paid for such P&M Services, Utility Management Services and/or other utility or other service invoices, the Broker's fees for providing oversight and coordination of same, a copy of the check(s) of Broker payable to the Vendor(s), a copy of each Vendor's invoice, and mounted before and after pictures of the work completed will be included with each Reimbursement Request.
- (2) Payment. Payment shall be made by the City of Newburgh no later than sixty (60) days following its receipt of the Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding with respect to a particular Property and a closing date has been scheduled at that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

5. Commissions and Fees –

A. City-Owned Sales Channel.

The City agrees to pay Broker a total sales commission of five percent (5 %) of the sales price or \$2500, whichever is greater, with respect to each Property Listing as set forth in the Listing Supplement if, during the listing period, the Property is sold to a buyer on the terms stated in this Agreement, or, if within six months of end of the listing period or the earlier termination of this Agreement pursuant to section 6 below, the Property is sold to a Buyer with whom the Broker or a cooperating Broker negotiated or to whom the Property is offered or shown during the listing period to a Buyer on the terms set forth in this Agreement.

Commissions will be paid on a per Property basis from the proceeds of the sale of the Property at settlement. Any such fee shall be paid if and only if: (A) a valid and enforceable closing of the sale of the Property occurs and the sale is funded; (B) the commission is reflected on the HUD-1 settlement statement or Closing Disclosure for the Property; and (C) the Newburgh City Council has adopted a resolution approving the sale and said sale is confirmed by resolution of the City Council.

Fees for P&M Services and Utility Management Services shall be as set forth in sections 4(H) and 2(I) above.

6. Termination; Expiration –

A. Termination of Agreement.

The City or Broker may terminate the Agreement at any time with or without cause upon written notice to the other party, effective on the later of the date specified in such notice or 30 days from the date of delivery of notice as set forth in paragraph 12 below.

B. Termination or Expiration of Listing Supplement or Property Listing

Listing Supplements will expire on the date specified in the Listing Supplement, unless a Property identified in the Listing Supplement is under contract (subject to an Offer) on the expiration date, in which case the Listing Supplement shall remain in effect until (x) a valid and enforceable closing of the sale of the Property occurs and the sale is funded, or (y) the local form of Purchase Agreement / Addenda comprising the Offer terminates or expires as provided therein.

7. Warranties –

Broker makes the representation, warranties and covenants contained in the subsections below to City as of the Effective Date of this Agreement. Representations, warranties and covenants that, by their nature or context, may reasonably be understood to be continuing obligations of Broker shall be deemed to be remade and effective on a continuous and uninterrupted basis throughout the term of the Agreement.

A. Corporate Status; Licensing.

Broker represents, warrants and covenants to City:

- (i) if Broker is an entity, that it is a duly organized, validly existing and in good standing under the laws of the state in which it is organized;
- (ii) its execution, delivery and performance of this Agreement (a) if Broker is an entity, has been authorized by all necessary corporate action; (b) does not violate the terms of any law, regulation, or court order to which Broker is subject, or the terms of any material agreement or statutory restriction to which Broker or any of its assets are subject; and (c) are not subject to the consent or approval of any third party;
- (iii) this Agreement is the valid and binding obligation of Broker, enforceable against Broker in accordance with its terms;
- (iv) that it (a) is licensed, qualified and in good standing as a real estate broker in each state or jurisdiction where a Property subject to a Listing Supplement is located; (b) has all other licenses that are necessary to carry on its business as now being conducted; and (c) will provide a copy of all such licenses and certificates of good standing to City upon request;
- (v) Broker has secured and will continue to maintain during the term of this Agreement all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render the Services described herein, including, without limitation, registration with the appropriate taxing authorities for remittance of taxes; and
- (vi) Broker is not subject to any pending or threatened litigation or governmental action which could interfere with Broker's performance of its obligations hereunder.

The person who executes this Agreement and all related documents on behalf of Broker represents and warrants to the City of Newburgh that he or she is a duly authorized signatory of Broker with the requisite power and authority to bind Broker to the terms of this Agreement.

B. Performance.

In performing its obligations under this Agreement, without limiting any other warranty hereunder, Broker represents, warrants and covenants to the City of Newburgh:

(i) all work will be performed in a professional and workmanlike manner with the reasonable care that would be taken by qualified, competent and experienced real estate brokers and real estate asset managers;

(ii) all work will be performed in accordance with the standards set forth in this Agreement and all applicable industry standards and practices; and

(iii) Broker has the requisite personnel, competitive alliances, and financial and physical resources necessary to provide and to fully perform the Services under this Agreement.

8. Insurance –

During the Term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term) and in any event prior to commencement of Services under this Agreement, Broker will have and maintain in force, at Broker's expense, no less than the types and amounts of insurance coverage described below.

- (1) Workers' Compensation insurance with coverage applicable in all states in which services are to be performed with limits in accordance with the statutory requirements and all applicable Laws of each such state, and Coverage B – Employer's Liability Coverage, including occupational disease, with a limit of not less than \$1,000,000 per accident.
- (2) Commercial General Liability Insurance covering Broker's operations, with limits acceptable to Seller, but with combined single limits for bodily injury, personal injury and property damage not less than \$2,000,000, with the City named as an additional insured and including coverage as follows:
 - Commercial General Liability (Comprehensive Form)
 - Broad Form Contractual Liability
 - Independent Contractors (if any part of the services contemplated herein is performed by an independent contractor)
 - Broad Form Property Damage
 - Personal Injury
- (3) Automobile insurance including coverage for owned, non-owned and hired vehicles in the amount of \$1,000,000 per occurrence for bodily injury and property damage.
- (4) Professional Liability/E & O Insurance in the amount of \$1,000,000, including coverage for errors and omissions caused by Broker's negligence in the performance of its duties under this Agreement.
- (4) All insurance that Broker is required to maintain under any applicable Laws.

9. Limitation of Liability –

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE.

10. Independent Contractor –

A. Independent Contractor.

Broker shall at all times be and act as an independent contractor of The City and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of the City shall be applicable to Broker or Broker Personnel in connection with the Services. Broker Personnel will be, and will remain at all times, employees or independent contractors of Broker (or Subcontractor, as the case may be) and shall not be deemed to be employees of The City of Newburgh for any purpose whatsoever. As between the City and Broker, Broker shall be solely responsible for the safety and supervision of Broker's employees and payment of wages, salaries and other amounts due such employees in connection with this Agreement and shall be responsible for all taxes, reports and other obligations respecting employees required by law.

11. Compliance with Laws –

In its performance of this Agreement, Broker shall fully comply with all applicable federal, state and local laws, including, without limitation: (a) all anti-discrimination, anti-retaliation and wage-payment laws; (b) all debt collection laws; and (c) all laws that prohibit discrimination in housing, lending and their related activities, including, without limitation, the Fair Housing Act at 42 USC §3601 et. seq., the Equal Credit Opportunity Act at 15 USC §1691 et. seq. and the Family Medical Leave Act (collectively, "Laws").

12. Notices –

All material communications and legal notices relating to this Agreement shall be given, as follows: (a) in the case of the City to the party listed on the Cover Page as the "City of Newburgh Point of Contact" with a copy to Corporation Counsel; (b) in the case of Broker, to (i) the party identified by Broker as the recipient of legal notices on the Cover Page, or (ii) if no party has been identified as the recipient of legal notices on the Cover Page, the party identified on the Cover Page as the "Broker of Record," or (c) in either case, such other point of contact designated in writing by a more senior officer of the party. All such communications and notices shall be in writing, addressed to the parties at the addresses set forth on the Cover Page, or the latest known valid address of the parties, and shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; (c) when sent by confirmed facsimile; or (d) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

13. Miscellaneous –

A. Complete Agreement.

The complete Agreement between the parties consists of the Cover Page, the Signature Page,

the General Terms and Conditions and all other documents incorporated into the Agreement by reference; the complete Agreement referenced in the preceding clause supersedes all prior agreements, representations and understandings between the parties with respect to Services performed under this Agreement.

B. Amendments.

Except as otherwise provided in this Agreement, all amendments and modifications to the Agreement or any Listing Supplement issued hereunder must be in writing and executed by authorized representatives of both parties.

C. Assignment.

Broker may not assign its rights or obligations under this Agreement to any party without the prior written consent of the City of Newburgh. Without limiting the generality of the foregoing, Broker shall not assign, co-list, or refer any Property Listing to any individual outside of its own organization without the prior written consent of the City.

D. Governing Law; Attorneys' Fees.

This Agreement and performance hereunder shall be governed by the laws of the State New York. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the County of Orange, New York. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

In any litigation by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the parties shall bear their own attorney fees, and costs and expenses incurred and the parties hereby waive any right or claim for the award of statutory attorneys' fees.

E. Survival.

Sections 5 (Commissions and Fees); 6 (Termination; Expiration), 8 (Insurance), 9 (Limitation of Liability), 10 (Independent Contractors), 12 (Notices), 13 (Miscellaneous), 14 (Definitions) and any other provisions of this Agreement that contemplate their continuing effectiveness shall survive termination of this Agreement.

F. Severability.

If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement.

G. Caption References and Headings.

All Section headings in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

H. Construction.

Notwithstanding the general rules of construction, both the City and Broker acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

14. Definitions

The following are definitions of capitalized terms used in this Agreement. Documents that are incorporated by reference may include additional defined terms for the purposes of the specific document.

“Agreement” means the Cover Page, the Signature Page(s), the General Terms and Conditions, the Listing Supplements and all other documents incorporated into the Agreement by reference.

“Broker” means the party to be charged under this Agreement with fulfilling all of the terms and conditions set forth herein. The authorized signatory of the Broker may be the Broker of Record or the Managing Broker.

“Broker of Record” means an individual who is licensed to operate, and is responsible for the overall management and control of, a real estate brokerage business. The Broker of Record may, but is not required to, delegate certain management duties to a Managing Broker.

“Broker Personnel” means the Broker, whether or not such party is an individual or a business entity, and the employees, independent contractors and Subcontractors of Broker.

“Cover Page” means the introductory page(s) to this Agreement containing information about Broker and its affiliates.

“Effective Date” means the date this Agreement becomes effective; the Effective Date is identified in Section 2.

“Listing Agent” means an individual who operates under the supervision of the Broker of Record or the Managing Broker, if the management duties of the Broker of Record were delegated to the Managing Broker, to negotiate and arrange real estate sales.

“Listing Supplement(s)” means the supplement(s) issued by the City of Newburgh from time to time, identifying Properties subject to Services to be performed by Broker under this Agreement, as modified and amended from time to time.

“Managing Broker” means an individual who is responsible for exercising the rights conferred on the Broker, supervising the performance and activities of the Broker Personnel and generally controlling and conducting the Broker’s real estate business. The Managing Broker and the Broker of Record may, but are not required to be, the same individual. If different, the Broker of Record may delegate its management duties to a Managing Broker.

“Purchase Agreement” means a standard real estate purchase agreement form for the area in which a Property is located.

“City-Owned Sales Channel” means the retail sales channel utilized by the City of Newburgh manage and dispose of Properties directly through Broker.

“Services” means tasks performed or to be performed by Broker under this Agreement, including the property valuation, listing and marketing Services.

“Signature Page” means the page that is executed by the City of Newburgh and Broker to indicate their intent to accept and be bound by the terms and conditions of this Agreement; the Signature Page may consist of multiple pages if executed by the parties in counterparts.

Listing Supplement

Date:

Lee A. Raphael
River Realty Services, Inc.
117 Executive Drive, Suite 100
New Windsor, NY 12553

Dear Lee:

The City of Newburgh, referred to throughout this document as the "Seller", grants you sole right and authority to sell this property during the listing period subject to the terms and conditions of the current City of Newburgh Master Listing Agreement.

Listed Property

Address:

County: Orange
Type of Property:
City of Newburgh Property ID:

Listing Terms and Conditions:

Listing Price:

List Start Date:

List End Date:

Conditions: Purchase of the property will be by cash at the closing or on terms acceptable to the Seller.

Commission and Bonus:

Total Broker Commission Percentage: 5%

Listing Agent Commission Percentage: 2.5%

Buyers Agent Commission Percentage: 2.5%

Minimum Listing Commission Amount: \$1250.00

Minimum Buyers Agent Commission Amount: \$1250.00

Listing Agent Bonus:

Listing Agent Bonus Expiration Date:

Buyer Incentive Amount:

Special Instructions:

MLS Listing Instructions:

Enter the listing in your local MLS and retain a copy of the listing in your files.

The terms of this letter supersede and replace the terms of any prior letter granting authority to sell this property.

Acknowledged Broker / Agent _____

Date _____



City of Newburgh
City Comptroller's Office

City Hall – 83 Broadway, 4th Floor
Newburgh, New York 12550

Tel: (845) 569-7322
Fax: (845) 569-7490

Kathryn Mack
City Comptroller
kmack@cityofnewburgh-ny.gov

NOTICE

REQUEST FOR QUALIFICATIONS - RFQ #21.17
FOR THE

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF
NEWBURGH, NY

CITY OF NEWBURGH, NEW YORK

Request for Qualification (RFQ) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 4:00 p.m. (local time) Friday, December 15, 2017 requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

The RFP Document, becoming available to the public on Wednesday November 1st, 2017, may be obtained by visiting the Empire State Purchasing Group website at: www.empirestatebidsystem.com, selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Responses to this RFQ shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. ***Vendors are responsible for timely delivery of their Proposals.*** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Qualifications and to waive any informality or technicality in any Qualifications deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By: _____
Kathryn Mack, City Comptroller

Dated: Tuesday, October 24, 2017

"AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

— Advertisement Date:	Hudson Valley Black Press:	Wednesday, November 1, 2017
	Mid-Hudson Times:	Wednesday, November 1, 2017
	Sentinel	Friday, November 3, 2017

REQUEST FOR QUALIFICATIONS (RFQ)

REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

Released: November 1, 2017

Due: December 15, 2017

City of Newburgh

Office of Planning and Development

123 Grand Street

Newburgh, NY 12550

(845) 569-9400

www.cityofnewburgh-ny.gov

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh is requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

Qualifications

A broker must hold a valid real estate broker's license and should have a minimum five years' experience marketing and selling real estate in the City of Newburgh, be a member of the Hudson Gateway Association of REALTORS (HGAR), and offer a competitive commission rate.

Requirements

The applicant must have demonstrated experience in selling residential and/or commercial real estate in the City of Newburgh. Significant experience in selling distressed properties (foreclosures, bank-owned, short sales, etc.) is preferred. The broker will be required to:

- Provide a Comparative Market Analysis (CMA) for each property to be marketed.
- Offer advice and guidance on preparing properties for sale as well as on the marketing of specific properties.
- List properties in the HGAR MLS and provide a copy of the listing to the Department of Planning and Development.

- Advertise the property in local publications and/or through appropriate on-line or social media resources.

Evaluation Criteria

- Experience - Demonstrated experience in preparing, marketing and selling properties - particularly distressed properties (foreclosures, bank-owned, short sales, etc. - in the City of Newburgh. (60%)
- Commission Structure: Competitiveness of commission proposal. (20%)
- Office Location: Preference given to brokers who have a physical office within a 10-miles radius of the City of Newburgh. (20%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the broker or the broker's employees will not claim to be an officer or employee of the City of Newburgh.

- The City agrees to pay the broker for services rendered based on the agreed-upon commission rate. The commission will be payable upon the closing of the property.
- All property purchasers must complete the required Private Owner Development Application (PODA), submit a detailed renovation cost estimate, provide proof funds for the purchase and rehabilitation of the property, and complete a credit report authorization form. All purchase offers are subject to the Standards Terms & Conditions of Sale. These documents are available for viewing on the City of Newburgh's website – www.cityofnewburgh-ny.gov
- All purchase offers are subject to review by the Department of Planning and Development, and must be approved by the City Council. More detailed information about the purchase process is described on the Department of Planning and Development's web page of the City of Newburgh's website – www.cityofnewburgh-ny.gov

Submission Material

All applicants should submit one original and four copies of the following:

- Copy of a NYS Real Estate Broker's license.
- Proof of current membership in the Hudson Gateway Association of REALTORS (HGAR).
- Resume of the broker along with a description of any real estate entity by which you are employed or with which you are affiliated - including location, number and nature (full-time, part-time) of professional staff, years in business, and professional associations or designations.
- List of closed sales (address, purchase price and closing date) brokered in the City of Newburgh during the past two years. Respondents should also submit a list of active listings or pending sales within the City of Newburgh. The broker should clearly indicate any sales or listings that qualify as distressed properties (foreclosures, bank-owned, short sales, etc.)
- List of properties in the City of Newburgh owned by the broker – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the broker should be current on any municipal obligations (taxes, water and sanitation) and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the broker should be registered on the Vacant Building Registry maintained by the City of Newburgh Code Compliance Bureau. Any rental properties owned by the broker should have a rental license issued the City of Newburgh Code Compliance Bureau.
- Marketing proposal that outlines how the properties will be marketed –MLS listing, signage, advertisements, social media, etc. – as well as recommendations for preparing the property for sale (clean-outs, winterization, securing the property, etc.)
- Proposed commission rate or fee schedule for selling properties and any fee split policy when working with another broker.
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Real Estate Broker best suited to meet the City's needs. This may or may not be the Real Estate Broker who offers the lowest commission rate. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview Real Estate Brokers as part of this selection process. However, selection may take place without such interviews. Applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFQ does not obligate the City of Newburgh to select a Real Estate Broker and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFQ does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this request.

The City may issue addendums or answers to questions for this RFQ through BidNet and it is the responsibility of the Applicant to monitor and respond as requested.

All responses must be received by Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All requests must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller, City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this request for proposal in writing to the City of Newburgh's Department of Planning and Development
planning@cityofnewburgh-ny.gov.

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.