



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 24, 2018
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. City Manager Update

Presentations/Presentaciones

5. Public Hearing scheduled for Monday's Council Meeting-- Proposed Amendment to Local Law No. 1-2015 Residency

A public hearing will be held on September 24, 2018 to hear comments concerning a proposed amendment to Local Law No. 1-2015 which adopted a residency requirement for department heads.

Una audiencia pública se llevara a cabo el 24 de septiembre de 2018 para escuchar comentarios con respecto a una enmienda propuesta a la Ley Local No. 1-2015 el cual adopto un requerimiento de residencia para los jefes de departamentos.

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

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

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

6. Resolution No. 260 - 2018 - Amending 2018 Budget to Fund Emergency Demo

Resolution Amending Resolution No. 333-2017, the 2018 Budget for the City of Newburgh, New York to fund expenses related to the emergency demolition of 109 Chambers Street, 302 Grand Street and 49 Dubois Street

Una resolución enmendando Resolución No. 333-2017, el presupuesto del

2018 para la Ciudad de Newburgh, Nueva York para financiar gastos relacionados con la demolición de emergencia de la 109 de la Calle Chambers, 302 de la Calle Grand y la 49 de la Calle Dubois

7. Resolution No. 261 - 2018 US Dept. of Homeland Security SAFER Grant

Resolution authorizing the City Manager to accept a Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response Program ("SAFER") Grant in an amount not to exceed \$1,497,886.00 to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a 25% City match in the first two grant years and a 65% City match in the third grant year. (Assistant Fire Chief Terry Ahlers)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención del Departamento de Seguridad Nacional bajo el Programa de Personal Adecuado para Responder Emergencias e Incendios ("SAFER") por una cantidad que no exceda \$1,497,886.00 para proporcionar fondos para contratar a 9 bomberos en el Departamento de Bomberos de la Ciudad de Newburgh el cual la Ciudad debe igualar el 25% de los fondos en los primeros dos años de la subvención y deberá igualar un 65% de los fondos en el tercer año de la subvención. (Asistente de Jefe de Bomberos Terry Ahlers)

8. Resolution No. 262 - 2018 - Public Hearing - Concerning a Local Law Authorizing a Property Tax Levy

Resolution scheduling a public hearing for October 9, 2018 to hear public comment concerning a local law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-C.

Una resolución programando una audiencia pública para el 9 de octubre de 2018 para escuchar comentarios públicos con respecto a una ley local la cual autoriza un impuesto inmobiliario superior al límite establecido en la Sección de la Reglamentación Municipal General 3-c

9. Resolution No. 263 -2018 FY 2019 CDBG Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for October 9, 2018 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for Fiscal Year 2019 (Ellen Fillo)

Una resolución el cual abre un periodo de comentarios públicos de 30-días y programando una audiencia pública para el 9 de octubre de 2018 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvención de Desarrollo a los Bloques de la Comunidad para el Plan Consolidado de Viviendas y Desarrollo Comunitario del Año Fiscal 2019 (Ellen Fillo)

10. Resolution No.264 -2018 Proposal with McLaren Engineering for Lake Street Bridge (BIN#20222620)

Resolution authorizing the City Manager to accept a proposal and execute an amendment to the agreement with McLaren Engineering Group for professional engineering and construction support services related to the

Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation
Project BIN No. 2022260 at a cost of \$45,760.00. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar una enmienda al acuerdo con “McLaren Engineering Group” para servicios profesionales de ingeniería y apoyo de construcción relacionados con el puente Ruta32/Metal Arch Culvert (Puente de Lake Street) Proyecto de Rehabilitación BIN No. 2022260 por un costo de \$45,760.00. (Chad Wade)

11. Resolution No. 265 - 2018 Agreement No CSX851004 with CSX Transportation Inc.

Resolution authorizing the City Manager to execute a license agreement with CSX Transportation, Inc. to allow the City and its contractors access to CSX property in connection with the West Trunkline Sewer Corridor Improvements Project (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de licenciatura con “CSX Transportation, Inc.” Para permitir a la Ciudad y a sus contratistas acceso a la propiedad de CSX en conexión con el Proyecto de Mejoras del Corredor del Alcantarillado de las Líneas Troncales Oeste. (Chad Wade)

12. Resolution No. 266 - 2018 VEPO CROSS CONNEX

Resolution authorizing the City Manager to execute a software agreement with VEPO CROSSCONNEX for Back Flow Device Testing Software Program. (Wayne Vradenburgh)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de software con VEPO CROSSCONNEX para pruebas de reflujo del software del programa. (Wayne Vradenburgh)

13. Resolution No. 267 - 2018 License Agreement for a Temporary "Pop-Up" Park at 191 South Street

Resolution authorizing the City Manager to enter into a license agreement with The Trustees of Columbia University to allow use and access to 191 South Street (Section 18, Block 2, Lot 42) for a temporary pop-up park demonstration project. (Ali Church & Scenic Hudson)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con el fideicomiso de la Universidad de Columbia para permitir uso y acceso a la 191 de la Calle South (Sección 18, Bloque 2, Lote 42) para un proyecto temporal de demostración de parques emergentes (Ali Church y Scenic Hudson)

14. Resolution No. 268 -2018 41 Liberty Street - Site Development Agreement

Resolution authorizing the City Manager to execute a site development agreement with Liberty Corners, LLC for the transfer and redevelopment of property located at 41 Liberty Street (Section 29, Block 5, Lot 26) (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de sitio con "Liberty Corners, LLC" para la transferencia y remodelación de la propiedad ubicada en la 41 de la Calle Liberty (Sección 29, Bloque 5, Lote 26) (Michelle Kelson)

15. Resolution No. 269 - 2018 Release of Covenants - 76 West Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Samantha Properties of New York, LLC to the premises known as 76 West Street (Section 20, Block 1, Lot 53) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de un título emitido a Samantha Properties de "New York, LLC" para las instalaciones conocidas como la 76 de la Calle West (Sección 20, Bloque 1, Lote 53) (Michelle Kelson)

16. Resolution No. 270 - 2018 Release of Restrictive Covenants - 124 William Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Edith Vasquez to the premises known as 124 William Street (Section 44, Block 3, Lot 18) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho a reingreso de un título emitido a Edith Vasquez a las instalaciones conocidas como la 124 de la Calle William (Sección 44, Bloque 3, Lote 18) (Michelle Kelson)

17. Resolution No. 271 - 2018 Extension of Time to Close - 235 Carpenter Avenue

Resolution authorizing the extension of time to close title on the property located at 235 Carpenter Avenue (Section 7, Block 8, Lot 13) sold at private sale to Arbia Swindell (Michelle Kelson)

Una resolución autorizando la extensión del tiempo para cerrar en un título sobre la propiedad ubicada en la 235 de la Avenida Carpenter (Sección 7, Bloque 8, Lote 13) vendida en una venta privada a Arbia Swindell (Michelle Kelson)

18. Resolution No. 272 - 2018 Purchase of 81 Henry Avenue

Resolution to authorize the conveyance of real property known as 81 Henry Avenue (Section 48, Block 9, Lot 7) at private sale to Wilder Erazo for the amount of \$52,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 81 de la Avenida Henry (Sección 48, Bloque 9, Lote 7) en una venta privada a Wilder Erazo por la cantidad de \$52,000.00. (Cynthia Corsiglia)

19. Resolution No. 273 - 2018 Purchase of 71 Liberty Street WH

Resolution to authorize the conveyance of real property known as 71

Liberty Street WH (Section 48, Block 10, Lot 13) at private sale to Carlos Hernandez for the amount of \$115,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 71 de la Calle Liberty WH (Sección 48, Bloque 10, Lote 13) en una venta privada a Carlos Hernandez por la cantidad de \$115,000.00. (Cynthia Corsiglia)

20. Resolution No. 274 - 2018 Purchase of 80 Prospect Street

Resolution to authorize the conveyance of real property known as 80 Prospect Street (Section 21, Block 4, Lot 9) at private sale to Carmen Mendez for the amount of \$65,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 80 de la Calle Prospect (Sección 21, Bloque 4, Lote 9) en una venta privada a Carmen Mendez por la cantidad de \$65,000.00. (Cynthia Corsiglia)

21. Resolution No. 275 - 2018 Purchase of 42 Concord Street

Resolution to authorize the conveyance of real property known as 42 Concord Street (Section 29, Block 2, Lot 26) at private sale to Raul Ramirez for the amount of \$40,000.00. (Cynthia Corsiglia)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 42 de la Calle Concord (Sección 29, Bloque 2, Lote 26) en una venta privada a Raul Ramirez por la cantidad de \$40,000.00. (Cynthia Corsiglia)

22. Resolution No. 276 - 2018 Lift Orange Up Grant

Resolution authorizing the City Manager to apply for and accept if awarded a HealthlinkNY Community Network and the Orange County Department of Health's Lift Orange Up Program Grant in an amount not to exceed \$13,000.00 for the City of Newburgh Recreation Department Afterschool Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de la Red Comunitaria Healthlink NY y el programa "Lift Orange Up" del Departamento de Salud del Condado de Orange por una cantidad que no exceda \$13,000.00 para el Programa Después de la Escuela del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

23. Resolution No. 277 - 2018 DEC Volunteer Fire Assistance Grant

Resolution authorizing the City Manager to accept a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant in an amount of \$1,500.00 to assist in the purchase of wildland firefighting equipment. (Assistant Chief Terry Ahlers)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención Título IV Asistencia de Bomberos Voluntarios del Departamento de Conservación Ambiental del Estado de Nueva York por un monto de \$1,500.00 para asistir en la compra de equipo de bomberos

wildland. (Asistente de Jefe Terry Ahlers)

24. Resolution No. 278- 2018 authorizing the execution of an agreement with Auctions International, Inc.

A resolution authorizing the City Manager to execute an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo con "Auctions International, Inc." Para proporcionar servicios de liquidación a la Ciudad de Newburgh. (Michelle Kelson)

25. Resolution No. 279 - 2018 Fire Equipment Surplus

Resolution declaring a Homelite rotary saw serial no. TG32-20296, Homelite rotary saw serial no. T7356-50064, Stihl rotary saw serial no. TS510AV #5, Stihl rotary saw serial no. TS510AV #6, Snapper snow blower model 5241 and serial no. 73204084, and a 1995 Chevrolet Caprice designated VIN no. 1G1BL52P3SR183759 to be surplus equipment (Assistant Chief Terry Ahlers)

Una resolución declarando una sierra rotativa Homelite no. de serie TG32-20296, sierra rotativa Homelite no. de serie T7356-50064, sierra rotativa Stihl no. de serie TS510AV #5, sierra rotativa Stihl no. de serie TS510AV#6, soplador de nieve modelo 5241 y número de serie 73204084 y un Chevrolet Caprice de 1995 designado número de VIN 1G1BL52P3SR183759 para ser equipo de exceso. (Asistente de Jefe Terry Ahlers)

26. Ordinance No. 4 - 2018 Chapter 163 "Fees" -- Addition of backflow tester submittal fee

Ordinance amending Chapter 163 entitled "Fee" of the Code of the City of Newburgh to provide a fee for a backflow tester submittal fee. (Michelle Kelson & Wayne Vradenburgh)

Una Ordenanza enmendando el Capítulo 163 titulado "Tarifa" del Código de la Ciudad de Newburgh para proporcionar una tarifa para la tasa de envío de un probador de reflujo. (Michelle Kelson y Wayne Vradenburgh)

27. Resolution 280 - 2018 to authorize the re-purchase of 206 Ann Street

A resolution to authorize the repurchase of real property known as 206 Ann Street (Section 35, Block 2, Lot 30) at private sale to Pedro Villena.

28. Resolution 281 - 2018 To authorize re-purchase of 412 Liberty Street

A resolution to authorize the re-purchase of real property known as 412 Liberty Street (Section 10, Block 1, Lot 46) at private sale to Nelson McAllister

29. Resolution 282 - 2018 To authorize the re-purchase of 160 Ann Street

A resolution to authorize the re-purchase of real property known as 160 Ann Street (Section 36, Block 2, Lot 19) at a private sale to Thomas and Dina Breitschwerd

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 258 - 2018

OF

SEPTEMBER 10, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR SEPTEMBER 24, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 24th day of September, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorens Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Sept. 10, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept. 2018

Lorens Vittek
City Clerk

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

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

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

SECTION 1 - TITLE

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

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:
- OFFICER - includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~.

RESIDENCY – a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

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

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

~~Strikethrough~~ denote deletions
Underlining denotes additions

Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver. In the event that the provisions of Subsection D of this Section will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:

1. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
2. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
3. By the City Court for the City Marshal and Acting City Marshal.

G. Exceptions

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

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on _____, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

~~Strikethrough~~ denote deletions
Underlining denotes additions

RESOLUTION NO.: 260 - 2018

OF

SEPTEMBER 24, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO FUND EXPENSES RELATED TO THE EMERGENCY DEMOLITION
OF 109 CHAMBERS STREET, 302 GRAND STREET AND 49 DUBOIS STREET

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency demolition of 109 Chambers Street, 302 Grand Street and 49 Dubois Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency Emergency	<u>\$146,860.00</u>	
A.1365.0448 Property Management -Maintenance Other Services		<u>\$146,860.00</u>
TOTAL:	\$146,860.00	\$146,860.00

RESOLUTION NO.: 261 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") GRANT IN AN AMOUNT
NOT TO EXCEED \$1,497,886.00 TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR**

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017; and

WHEREAS, by Resolution No. 96-2018 of April 23, 2018, the City Council of the City of Newburgh, amended Resolution No. 92-2018 of April 9, 2018, and authorized the City Manager to execute such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed \$1,376,645.00 from the SAFER Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year; and

WHEREAS, the City of Newburgh was awarded a SAFER Program Grant in the amount of \$1,497,886.00 with a City match of 25% in the first two grant years and a City match of 65% in the third grant year for a total match of \$962,490.00 and to maintain the number of firefighters at the time of the award along with the number of firefighters funded by the grant award; and

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

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 such documents and to take any necessary and appropriate actions to accept a grant in an amount not to exceed \$1,497,886.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year for a total match of \$962,490.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City's grant match and staffing obligations during the grant term.

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

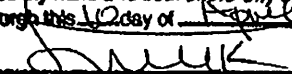
WHEREAS, the City of Newburgh Fire Department requested to apply for funding under terms and conditions applicable to the SAFER Grant Program for FY2017; and

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.

I, Lorene Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of April, 2018


City Clerk

OF

APRIL 23, 2018

A RESOLUTION AMENDING RESOLUTION NO. 92-2018 OF APRIL 9, 2018
AUTHORIZING THE CITY MANAGER TO APPLY FOR A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") GRANT IN AN AMOUNT
NOT TO EXCEED \$1,376,645.00
TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed \$1,376,645.00 and such funding will be used to hire 9 firefighters in the City of Newburgh Fire Department for three years; and

WHEREAS, said grant requires a City match of 25% in the first two grant years and a City match of 65% in the third grant year and to maintain the number of firefighters at that time of the award along with the number of firefighters funded by the grant award; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

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

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 such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed \$1,376,645.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City's grant match and staffing obligations during the grant term.

I, Lorena Vitak, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held April 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 24 day of April, 2018

Lorena Vitak
City Clerk

RESOLUTION NO.: 262 - 2018

OF

SEPTEMBER 24, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 9, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY
IN EXCESS OF THE LIMIT ESTABLISHED IN
GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9th day of October, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

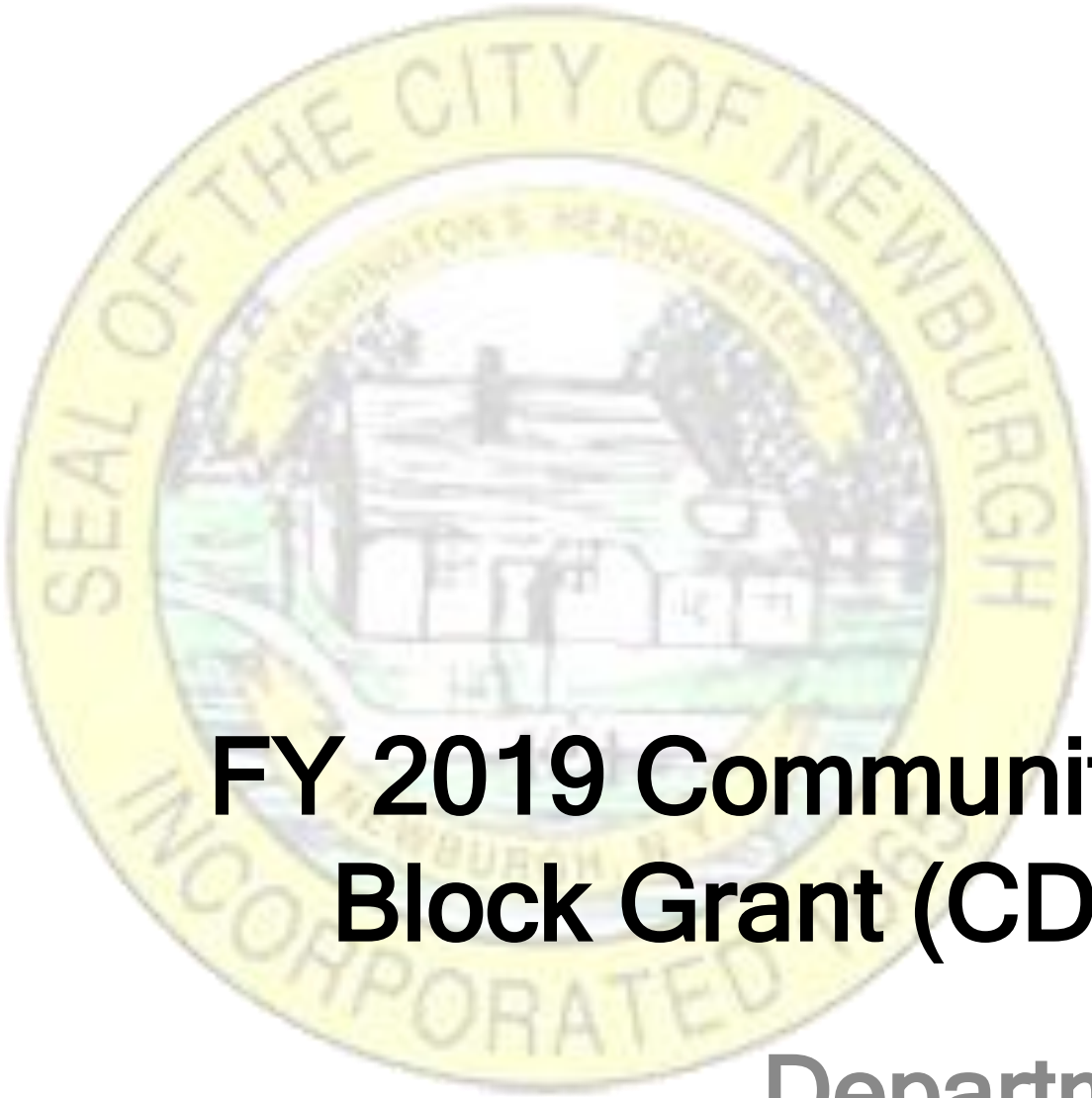
The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2019 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.



FY 2019 Community Development Block Grant (CDBG) Projects

Department of Planning &
Development
September, 2018



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: **FY2015-FY2019**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure



FY2019: Proposed Annual Action Plan Projects

**Year 5 of the 5 Year Plan
2015 - 2019**



FY2019 Proposed CDBG Projects/Funding

	Project Name	Description	Projected Funding
Projects Funded through Entitlement Grant			
	In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$215,000.00
	Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00
	Park Improvements	Park Improvements	\$200,000.00
	Community Policing/Neighborhood Services	2018 National Night Out, 2019 Children's Summer Film Festival	\$18,000.00
	Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	\$60,000.00
	Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00
		Total FY2019 Allocation	\$848,000.00
		Note: In the event that award funding is greater than what is presented here in the FY 2019 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2019 CDBG Annual Action Plan	

Project: In Rem Property Program
Budget: \$215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Complete Streets Project
Budget: \$225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure



Project: Park Improvements
Budget: \$200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



Project: Community Policing/Neighborhood Services
Budget: \$18,000.00

Summary: Funding to support:

- 2019 National Night Out
- 2019 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.



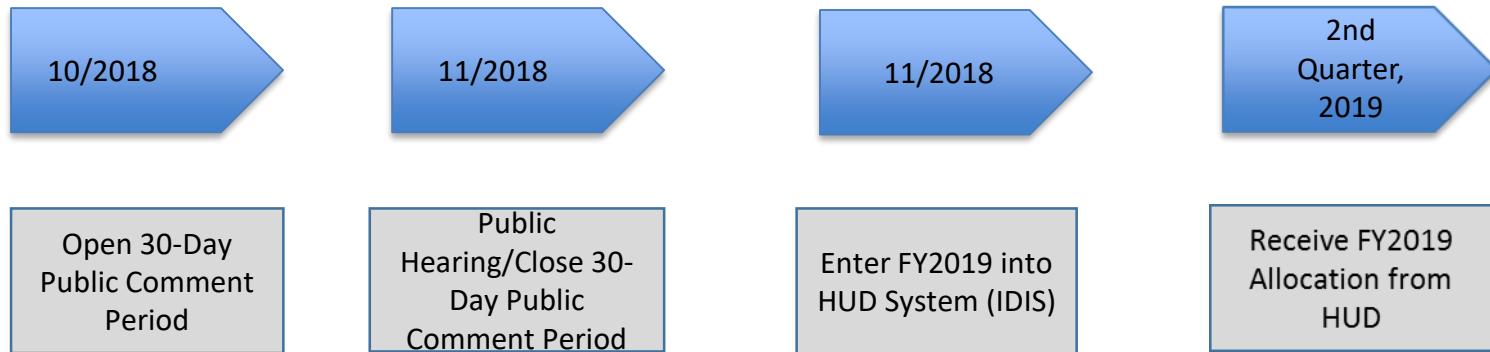
Project: Administration

Project Funding: \$130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



FY2019 CDBG Projects Timeline



**FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROJECTS TIMELINE**



RESOLUTION NO.: 263 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR OCTOBER 9, 2018
TO RECEIVE PUBLIC COMMENT ON THE
CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
FOR FISCAL YEAR 2019**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Action Plan for FY 2019 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2019; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 9th day of October, 2018 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York.

RESOLUTION NO.: 264 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AMENDMENT TO THE AGREEMENT WITH
MCLAREN ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING AND
CONSTRUCTION SUPPORT SERVICES RELATED TO
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF \$45,760.00**

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh accepted a proposal and executed an agreement with McLaren Engineering Group for inspection and engineering design services for the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

WHEREAS, the Project was suspended until the City was awarded a New York State Department of Transportation Bridge NY 2016 Program grant; and

WHEREAS, McLaren Engineering Group has submitted a proposal for a contract amendment to include certain design and pre-bid requirements required by the New York State Department of Transportation, as well as construction support tasks; and

WHEREAS, funding for the additional services in the amount of \$45,760.00 shall be derived from A.1918.0400; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that continuing with such work as proposed would be 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 accept a proposal and execute a contract amendment with McLaren Engineering Group for professional engineering and construction support services in connection with repairing and rehabilitating the Route32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of \$45,760.00.



Arts, Entertainment & Exhibits
Ports, Coastal & Waterfront
Real Estate Development
Public Infrastructure
Transportation
Government
Healthcare
Education
Industrial
Energy

August 17, 2018

City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Attn: Mr. Jason C. Morris, P.E.

Email: JMorris@cityofnewburgh-ny.gov

Re: Rehabilitation of Route 32 Bridge/Culvert over Quassaick Creek (Lake Street Bridge)
BIN 2022260, City of Newburgh, NY
McLaren File No. 140246

Dear Mr. Morris,

In 2014, the City of Newburgh contracted with McLaren Engineering to provide professional engineering services for the Lake Street Bridge over the Quassaick Creek. After final plans were delivered in May 2015, the project was put on hold while the City explored funding options for construction. In 2017, the City received a NYSDOT funding grant for construction, with the condition that all NYSDOT local project requirements be followed, including developing a NYSDOT design report, holding a public informational meeting, and converting the plans to NYSDOT standards.

Earlier this year, the City authorized McLaren to resume work on the project using the remaining funds in the contract. We are pleased to report that, through careful management and oversight by the City and McLaren, many of the NYSDOT pre-bid requirements, which were not anticipated when we entered into our agreement, have been fulfilled. However, it is apparent that a contract amendment will be necessary in order for McLaren to be able to complete the remaining NYSDOT services.

The specific tasks that are anticipated include:

1. Respond to any additional NYSDOT comments on the draft design report that was originally submitted to the agency in April 2018 with a revised version addressing their comments submitted in July 2018.
2. Review and update the plans to address any changed conditions and to incorporate NYSDOT requirements.
3. Provide bid support services, including assisting the City with contract document preparation, performing a bid analysis, and providing a recommendation on contract award.
4. Provide construction support services, including assistance resolving technical issues, shop drawing review, and addressing contractor requests for information.

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

Licensed in:

Alabama•Alaska•Arizona•Arkansas•California•Colorado•Connecticut• Delaware• District of Columbia• Florida• Georgia• Hawaii• Idaho• Illinois
Indiana•Iowa•Kansas•Kentucky•Louisiana•Maine•Maryland•Massachusetts•Michigan•Minnesota•Mississippi•Missouri•Montana• Nebraska
Nevada•NewHampshire•New Jersey•New Mexico•New York•North Carolina•Ohio•Oklahoma•Oregon•Pennsylvania•Puerto Rico•Rhode Island
So.Carolina•So.Dakota•Tennessee•Texas•Trinidad & Tobago•Utah• USVI• Vermont• Virginia• Washington• West Virginia• Wisconsin• Wyoming

M.G. McLaren, P.C.

530 Chestnut Ridge Road
Woodcliff Lake, NJ 07677
Phone (201) 775-6000

e-mail: mgmclaren@mgmclaren.com
On the web: www.mgmclaren.com

McLaren proposes that an hourly, not to exceed contract amendment be executed to allow for these services. An estimated fee for each task is as follows:

Phase 6 - NYSDOT Funding Requirements	Estimated Fee
Task 1 - Design Report	\$ 4,490
Task 2- Update Plans to Meet NYSDOT Requirements	\$ 14,650
Task 3 - Bid Support Services	\$ 9,130
Task 4 - Construction Support Services	\$ 16,890
Direct Expenses (Travel, Postage, Copying, etc.)	\$ 600
Total	\$ 45,760

McLaren will continue to invoice based on actual costs using the following rates:

2018 HOURLY RATES

Fees for the above services, and additional services will be performed at the following hourly rates:

Productive Principal	\$250/hr	Chief CAD Operator	\$150/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. CAD Operator	\$130/hr
Associate	\$215/hr	CAD Operator	\$110/hr
Sr. Planner	\$195/hr	Jr. CAD Operator	\$ 75/hr
Principal Land Surveyor	\$175/hr	Chief of Field Operations	\$130/hr
Chief Bridge Engineer	\$200/hr	PE Diver	\$180/hr
Senior Engineer III/IV	\$180/hr	Diver	\$165/hr
Senior Engineer I/II	\$150/hr	Tender	\$135/hr
Technical Design Mgr.	\$175/hr	Sr. Technician	\$120/hr
Sr. Technical Designer II	\$140/hr	Jr. Technician	\$ 90/hr
Sr. Technical Designer I	\$125/hr	Principal Survey Technician	\$105/hr
Technical Designer	\$100/hr	Intern	\$ 58/hr
Staff Engineer II/III	\$125/hr	Technical Typist	\$ 85/hr
Staff Engineer I	\$115/hr		
Junior Engineer	\$100/hr		

McLaren is committed to providing the highest level of service to the City for this project in the most cost-effective manner possible. As we have in the past, we will continue to look for cost saving opportunities as the project advances through construction.

Please do not hesitate to contact me or Jim Bridges if have any questions or require additional information.

Very truly yours,

The Office of
M.G. McLaren, P.C.
d/b/a McLaren Engineering Group



Gerard J. Bartucci, P.E.
Director of Bridge Engineering

cc: MGM/RLW/DFB/WJM/GJB/JPB – Internal



M.G. McLaren, P.C.

RESOLUTION NO.: 265 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH CSX TRANSPORTATION, INC. TO ALLOW THE CITY AND ITS CONTRACTORS ACCESS TO CSX PROPERTY IN CONNECTION WITH THE WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT

WHEREAS, the City of Newburgh has undertaken the West Trunkline Sewer Corridor Improvements Project; and

WHEREAS, by Resolution No. 179-2017 of July 10, 2017, the City Council of the City of Newburgh, awarded a bid for Construction Contract No. 1 in connection with the Project; and

WHEREAS, a portion of the construction work will occur in the CSX Transportation, Inc. ("CSX") right of way which requires the City to enter into a license agreement to perform the repair work on property owned or controlled by CSX; and

WHEREAS, the funding for the license agreement fee shall be derived from NYSEFC CWSRF Project Number C3-7332-00-08; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute a license agreement with CSX Transportation, Inc., in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, in connection with the West Trunkline Sewer Corridor Improvements Project.

Agreement Checklist

Please perform the following when executing the attached instrument:

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

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

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

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

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

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

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

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 23, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF NEWBURGH, a municipal corporation, political subdivision or state agency, under the laws of the State of New York, whose mailing address is 83 Broadway, Newburgh, New York 12550, hereinafter called "Licensee," WITNESSETH:

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

1. One (1) existing fifty-four inch (54") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.24, Latitude N41:29:34.00, Longitude W74:01:40.00;
2. One (1) existing fifty-four inch (54") diameter sub-grade pipeline parallel, solely for the conveyance of raw/treated sewage, beginning at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.24, Latitude N41:29:34.00, Longitude W74:01:40.00, and ending at or near Newburgh, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-17.29, Latitude N41:29:33.00, Longitude W74:01:37.00;
3. One (1) existing fifty-four inch (54") diameter sub-grade pipeline parallel, solely for the conveyance of raw/treated sewage, located at or near Newburgh, Orange County, New York, Albany Division, River Subdivision, beginning at Milepost QRW-17.44, Latitude N41:29:32.00, Longitude W74:01:27.00, and ending at Milepost QRW-17.48, Latitude N41:29:31.00, Longitude W74:01:24.00;

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

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

1. LICENSE:

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

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

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

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

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

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

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

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIFTEEN THOUSAND THREE HUNDRED AND 00/100 U.S. DOLLARS (\$15,300.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

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

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

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any

applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

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

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

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

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

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

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

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

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

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed

work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

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

5. MARKING AND SUPPORT:

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

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

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

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

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

6. TRACK CHANGES:

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

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

6.3 In the event of any relocation of Licensee's System or Facilities under this Article, Licensor shall not be required to purchase for Licensee any replacement land or right-of-way or to pay Licensee the cost to secure same if there is not available Rail Corridor. However, Licensor agrees to allow Licensee to relocate to any other available adjacent or nearby Rail Corridor or other land owned by Licensor at Licensee's sole cost; provided, however, that Licensor shall not be entitled to any additional payment for such replacement Licensor land or Rail Corridor.

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

7. FACILITY CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or

interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

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

9. RISK, LIABILITY, INDEMNITY:

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

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

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

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all

claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

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

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

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

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

10. INSURANCE:

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

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

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

Street, Jacksonville, FL 32202. On each successive year, send certificate to
RenewalCOI@csx.com.

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

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

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

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

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

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

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

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability

arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

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

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

12. LICENSOR'S COSTS:

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

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

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

13. DEFAULT, BREACH, WAIVER:

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

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any

subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

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

14. TERMINATION, REMOVAL:

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

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

15. NOTICE:

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

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

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 646-296-7823.

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

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

16. ASSIGNMENT:

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

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

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

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

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

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

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to

possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

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

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

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

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

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

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

18. GENERAL PROVISIONS:

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

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

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

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

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

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

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

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

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

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

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF NEWBURGH

By: _____

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

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



Page 1 of 1
Account/Contract No. CSX851004
City of Newburgh
Customer Project No. Contract 1 and 2 Sewer

Invoice

Date 5/23/2018

Customer

City of Newburgh
83 Broadway
Newburgh, NJ 12550

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

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 20,000.00

Fees Summary

Application Review Fee	\$	3,950.00
Railroad Protective Liability	\$	750.00
Utility License Fee	\$	15,300.00
Money on File		

Total Current Fees in U.S. dollars \$ 20,000.00

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

Please remit payment to: CSX Transportation, Inc.

Legal Address:

500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact:

Mailing Address:

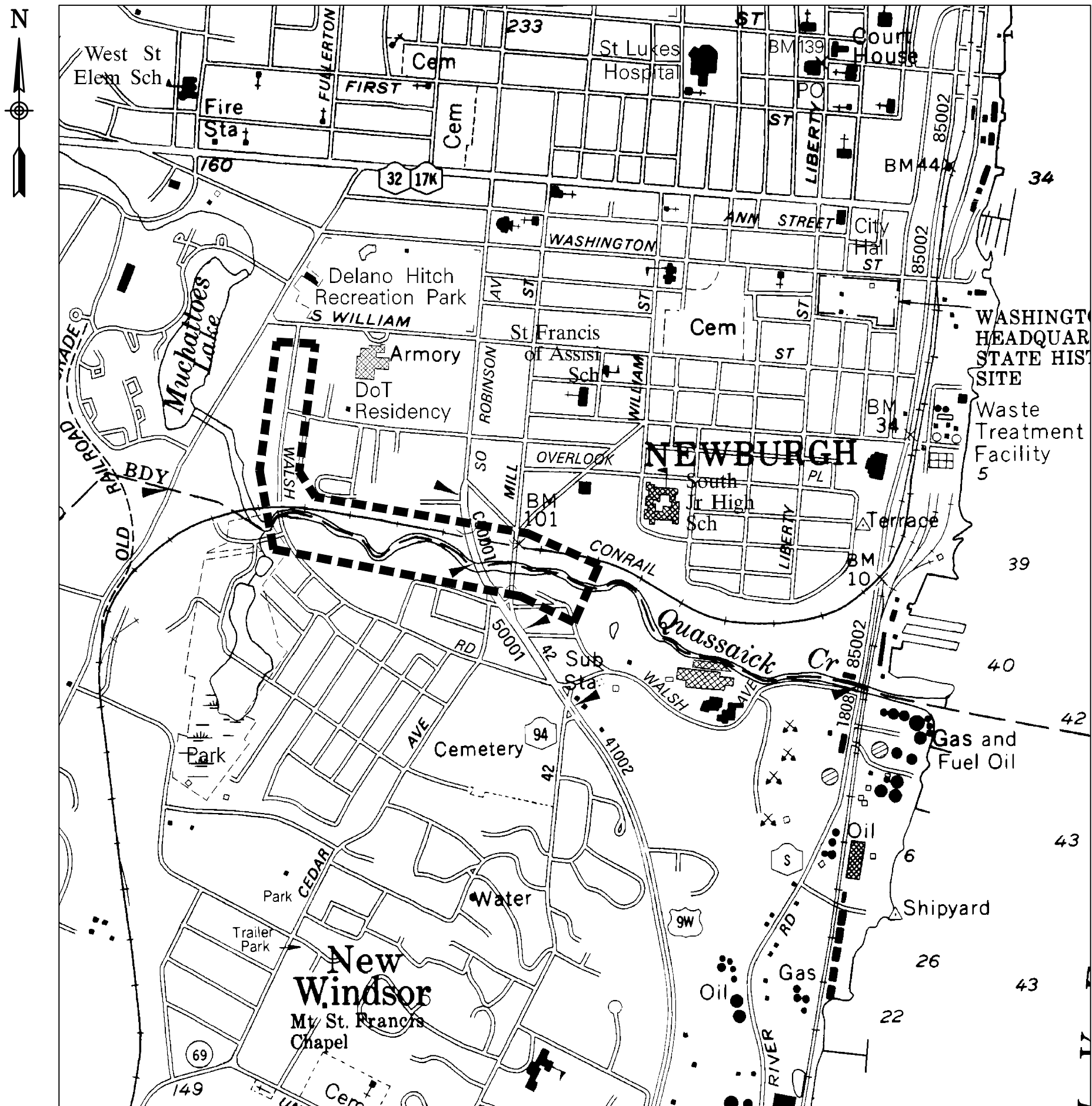
500 Water Street, J180
Jacksonville, FL 32202

ana_mcdowell@csx.com
904.279.4839

CSX851004 EXHIBIT A

CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. EXISTING PIPES AND MANHOLES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT, COMPACTED SAND , OR FLOWABLE FILL.
3. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
4. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
5. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.



MAP SOURCES: CORNWALL, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.
NEWBURGH, NEW YORK USGS QUADRANGLE, DATED 1957.
WAPPINGERS FALLS, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.
WEST POINT, NEW YORK USGS QUADRANGLE, PHOTOREVISED 1981.

LOCATION PLAN

SCALE: 1"=1000'

INDEX

SHEET NO.	TITLE
	TITLE SHEET
G-1	GENERAL NOTES, LEGEND AND ABBREVIATIONS
G-2	LEGEND MAP AND SEWER FLOW CONTROL NOTES
G-3	54-INCH SEWER MAIN REHABILITATION
G-4	54-INCH WEST TRUNKLINE REHABILITATION
G-5	54-INCH WEST TRUNKLINE REHABILITATION
G-6	54-INCH WEST TRUNKLINE REHABILITATION
G-7	54-INCH WEST TRUNKLINE AND 36-INCH ROBINSON AVENUE REHABILITATION
G-8	54-INCH WEST TRUNKLINE AND 18-INCH TO 36-INCH MILL STREET REHABILITATION
G-9	SEWER REHABILITATION TABLES
G-10	MISCELLANEOUS SITE DETAILS I
G-11	MISCELLANEOUS SITE DETAILS II
G-12	EROSION CONTROL DETAILS
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G-15	WORK ZONE TRAFFIC CONTROL ROADWAY INTERSECTION DETAILS

CONTRACT DRAWINGS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER
CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE, 36-INCH ROBINSON
AVENUE, AND 18-INCH TO 36-INCH MILL STREET
SEWER REHABILITATION

MEMBERS OF CITY COUNCIL

JUDY KENNEDY	MAYOR
GENIE ABRAMS	COUNCIL MEMBER
REGINA ANGELO	COUNCIL MEMBER
TORRANCE HARVEY	COUNCIL MEMBER
CINDY HOLMES	COUNCIL MEMBER
KAREN MEJIA	COUNCIL MEMBER
HILLARY RAYFORD	COUNCIL MEMBER
MICHAEL G. CIARAVINO	CITY MANAGER
JASON MORRIS, P.E.	CITY ENGINEER

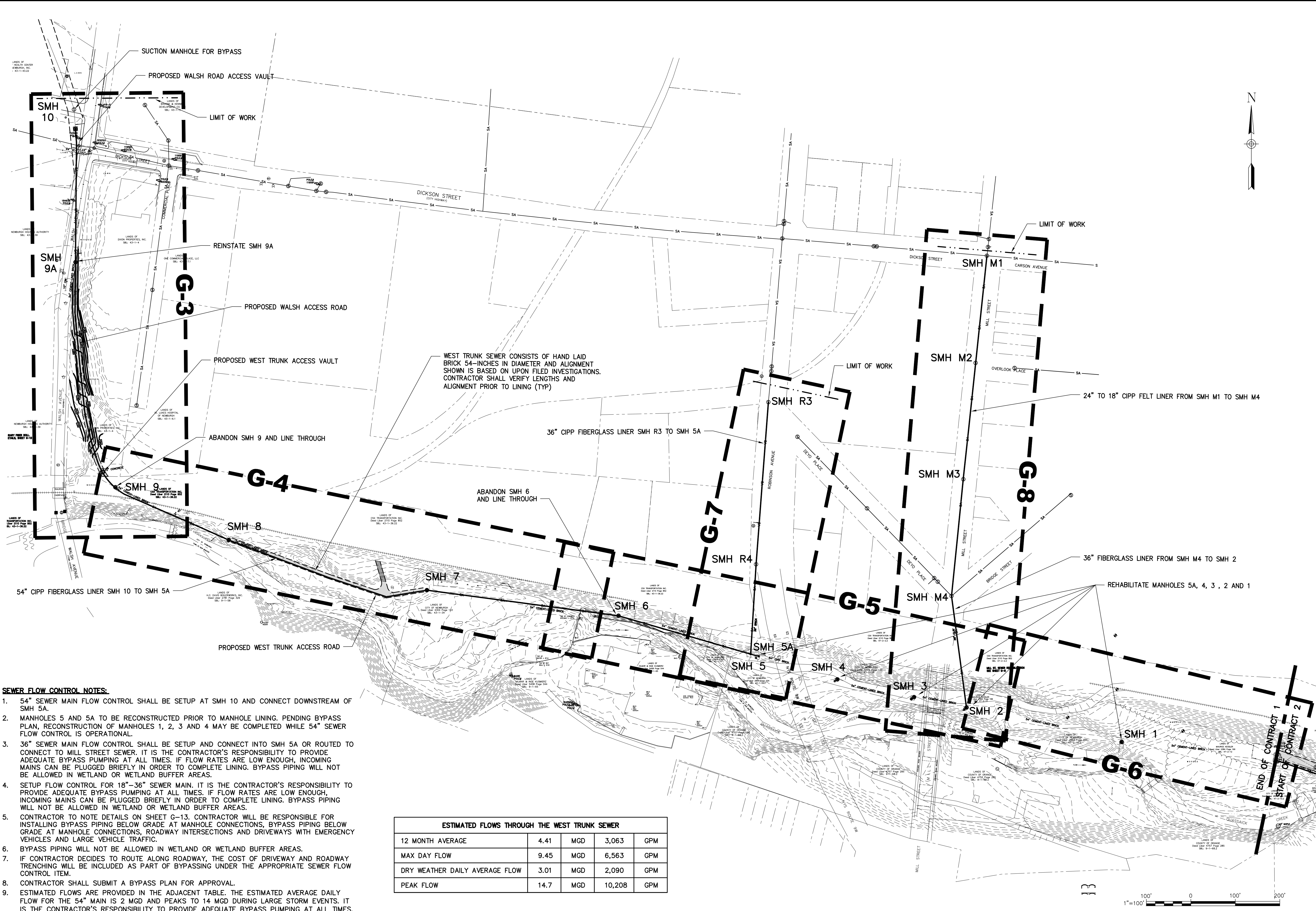
SEPTEMBER 2016
REVISED JANUARY 2017
REVISED MARCH 2018

Barton
& L. Loguidice, D.P.C.

NEW YORK STATE PROFESSIONAL ENGINEERS LICENSE NO. 075248

FILE NO. 1352.003.001-1

Plotted: Mar 22, 2018 - 1:55PM ALB By: smt
Z:\BL-Vault\16217\AD2-1C71-4831-8927-9905C6054147\0318000-938465\938465.dwg
Checked by: ATE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF



SEWER FLOW CONTROL NOTES:

- 54" SEWER MAIN FLOW CONTROL SHALL BE SETUP AT SMH 10 AND CONNECT DOWNSTREAM OF SMH 5A.
- MANHOLES 5 AND 5A TO BE RECONSTRUCTED PRIOR TO MANHOLE LINING. PENDING BYPASS PLAN, RECONSTRUCTION OF MANHOLES 1, 2, 3 AND 4 MAY BE COMPLETED WHILE 54" SEWER FLOW CONTROL IS OPERATIONAL.
- 36" SEWER MAIN FLOW CONTROL SHALL BE SETUP AND CONNECT INTO SMH 5A OR ROUTED TO CONNECT TO MILL STREET SEWER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES. IF FLOW RATES ARE LOW ENOUGH, INCOMING MAINS CAN BE PLUGGED BRIEFLY IN ORDER TO COMPLETE LINING. BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
- SETUP FLOW CONTROL FOR 18"-36" SEWER MAIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES. IF FLOW RATES ARE LOW ENOUGH, INCOMING MAINS CAN BE PLUGGED BRIEFLY IN ORDER TO COMPLETE LINING. BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
- CONTRACTOR TO NOTE DETAILS ON SHEET G-13. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING BYPASS PIPING BELOW GRADE AT MANHOLE CONNECTIONS, BYPASS PIPING BELOW GRADE AT MANHOLE CONNECTIONS, ROADWAY INTERSECTIONS AND DRIVEWAYS WITH EMERGENCY VEHICLES AND LARGE VEHICLE TRAFFIC.
- BYPASS PIPING WILL NOT BE ALLOWED IN WETLAND OR WETLAND BUFFER AREAS.
- IF CONTRACTOR DECIDES TO ROUTE ALONG ROADWAY, THE COST OF DRIVEWAY AND ROADWAY TRENCHING WILL BE INCLUDED AS PART OF BYPASSING UNDER THE APPROPRIATE SEWER FLOW CONTROL ITEM.
- CONTRACTOR SHALL SUBMIT A BYPASS PLAN FOR APPROVAL.
- ESTIMATED FLOWS ARE PROVIDED IN THE ADJACENT TABLE. THE ESTIMATED AVERAGE DAILY FLOW FOR THE 54" MAIN IS 2 MGD AND PEAKS TO 14 MGD DURING LARGE STORM EVENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADEQUATE BYPASS PUMPING AT ALL TIMES.

ESTIMATED FLOWS THROUGH THE WEST TRUNK SEWER				
12 MONTH AVERAGE	4.41	MGD	3,063	GPM
MAX DAY FLOW	9.45	MGD	6,563	GPM
DRY WEATHER DAILY AVERAGE FLOW	3.01	MGD	2,090	GPM
PEAK FLOW	14.7	MGD	10,208	GPM

THESE DRAWINGS ARE THE PROPERTY OF BARTON & LOGUIDICE, P.C. ANY REUSE, REUSE OR ALTERATION OF THESE DRAWINGS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BARTON & LOGUIDICE, P.C. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SEALED DRAWINGS AND THE ELECTRONIC FILES, THE SEALED DRAWINGS WILL GOVERN.

CONTRACT DRAWINGS

ENGINEER: BARTON & LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 733-8326 (PHONE) (717) 737-8326 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

Rev	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
LEGEND MAP AND
SEWER FLOW CONTROL NOTES
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
JEREMY D. FLETCHER
No. 075248
PROFESSIONAL ENGINEER

Date: SEPTEMBER 2016
Scale: 1"=100'
Sheet Number: G-2
Project Number: 1352.003.001-1



1) REFERENCE MAP 1 & 12

2) AGREEMENT PENNSYLVANIA COAL COMPANY
- to -
CITY OF NEWBURGH
DEED LIBER 406 PAGE 021
DATED 31 JANUARY, 1894
FILED 23 FEBRUARY, 1894 AGREEMENT



THESE DRAWINGS ARE THE PROPERTY OF BARTON & LOUGHEED, P.C. ANY REUSE, REUSE OR ALTERATION OF THESE DRAWINGS SHALL BE AT THE USER'S COLE RISK AND WITHOUT LIABILITY TO BARTON & LOUGHEED, P.C., IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SEALED DRAWINGS AND THE ELECTRONIC FILES, THE SEALED DRAWINGS WILL GOVERN.	
CONTRACT DRAWINGS	
ENGINEER: BARTON AND LOUGHEED (B&L) 1104 FERNWOOD AVENUE SUITE 201 CHAPL HILL, NC 27511 (717) 737-8326 (PHONE) (717) 737-8326 (FAX)	
By _____	Date _____
CK'd _____	Date _____
REVISIONS	
0% ₇	EFC COMMENTS
0% ₈	CSX COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 – GENERAL CONSTRUCTION – BID #9.16
54-INCH WEST TRUNKLINE
REHABILITATION
OF NEWBURGH ORANGE COUNTY, NEW YORK

Barton
Loguidice, D.P.C.



Date	SEPTEMBER 2016
Scale	1" = 40'
Sheet Number	G-3
Project Number	1352.003.001-1



NOTES:

1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.

2. ONLY KNOWN ACTIVE SERVICES AND CONNECTIONS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REINSTATE ALL ACTIVE SERVICES, CONNECTIONS AND MANHOLES. CAPPED SERVICES SHALL BE LINED OVER.

3. CONTRACTOR TO HEAVY CLEAN AND REMOVE ROOTS AS NECESSARY TO COMPLETE LINING. SEE SHEET G-9 FOR REHABILITATION.

4. SEE SHEET G-9 FOR DETAILED REPAIR TABLES AND APPENDIX E OF THE CONTRACT DOCUMENTS FOR CCTV RECORDS.

5. CONTRACTOR TO COORDINATE TRAFFIC WITH 147 LAKE STREET (GREATER HUDSON VALLEY FAMILY HEALTH CENTER AND POLICE DEPARTMENT) PRIOR TO CONSTRUCTION.

6. CITY OF NEWBURGH HAS CLEARED TREES. CONTRACTOR TO CLEAR ANY ADDITIONAL TREES WITHIN EASEMENT AND ESTABLISH ACCESS ROADWAY IN SEWER EASEMENT.

7. CONTRACTOR TO BYPASS FLOW DURING INSTALLATION OF PROPOSED LINER AS SPECIFIED.

8. PIPE LENGTHS ARE APPROXIMATE AS EXACT ALIGNMENT IS UNKNOWN. CONTRACTOR TO VERIFY IN THE FIELD.

9. SEVERE DAMAGE AND DEFECTS IN PIPE AS OBSERVED ARE SHOWN ON PLANS. MINOR DEFECTS MAY OR MAY NOT BE SHOWN. CONTRACTOR TO ENSURE ALL DEFECTS ARE ADDRESSED PRIOR TO LINING TO ENSURE INTEGRITY OF THE LINER.

10. WORK ON DICKSON PROPERTIES, INC. OUTSIDE OF 12'-FT WIDE SEWER EASEMENT COVERED UNDER TEMPORARY CONSTRUCTION EASEMENT BETWEEN CITY OF NEWBURGH AND DICKSON PROPERTIES, INC.

PLAN WEST TRUNK SEWER

SCALE: 1" = 40'



- NOTES:
1. THE LOCATION AND SIZE OF THE SEWER MAIN, MANHOLES, LATERAL CONNECTIONS, AND RECOMMENDED REPAIRS ARE APPROXIMATE. CONTRACTOR TO COMPLETE CCTV TO CONFIRM LOCATION OF ALL LATERALS AND REPAIRS.
 2. ONLY KNOWN ACTIVE SERVICES AND CONNECTIONS SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REINSTATE ALL ACTIVE SERVICES, INCLUDING MANHOLES, LATERALS, AND CONNECTIONS. ALL REPAIRED SERVICES SHALL BE REINSTATED OVER.
 3. CONTRACTOR TO HEAVY CLEAN AND REMOVE ROOTS AS NECESSARY TO COMPLETE LINING. SEE SHEET G-9 FOR REHABILITATION.
 4. SEE SHEET G-9 FOR DETAILED REPAIR TABLES AND APPENDIX E OF THE CONTRACT DOCUMENTS FOR CCTV RECORDS.
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5/1/2018

Plotted: Mar 22, 2015 - 1:56PM
Z:\BL-Vault\02\16217A02-1671-4823-8927-9905C6054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by AIE Drawn by KPS/JCM/SMR Designed by BLS In charge of DHF

EASEMENT REFERENCE:

- 1) ADAMS & BISHOP COMPANY
to
CITY OF NEWBURGH
DEED LIBER 406 PAGE 286
DATED 1 MARCH, 1894
FILED 28 MARCH, 1894
- 2) JOHN & ROBERT DEYO
to
CITY OF NEWBURGH
DEED LIBER 404 PAGE 571
DATED 12 JANUARY, 1894
FILED 22 JANUARY, 1894

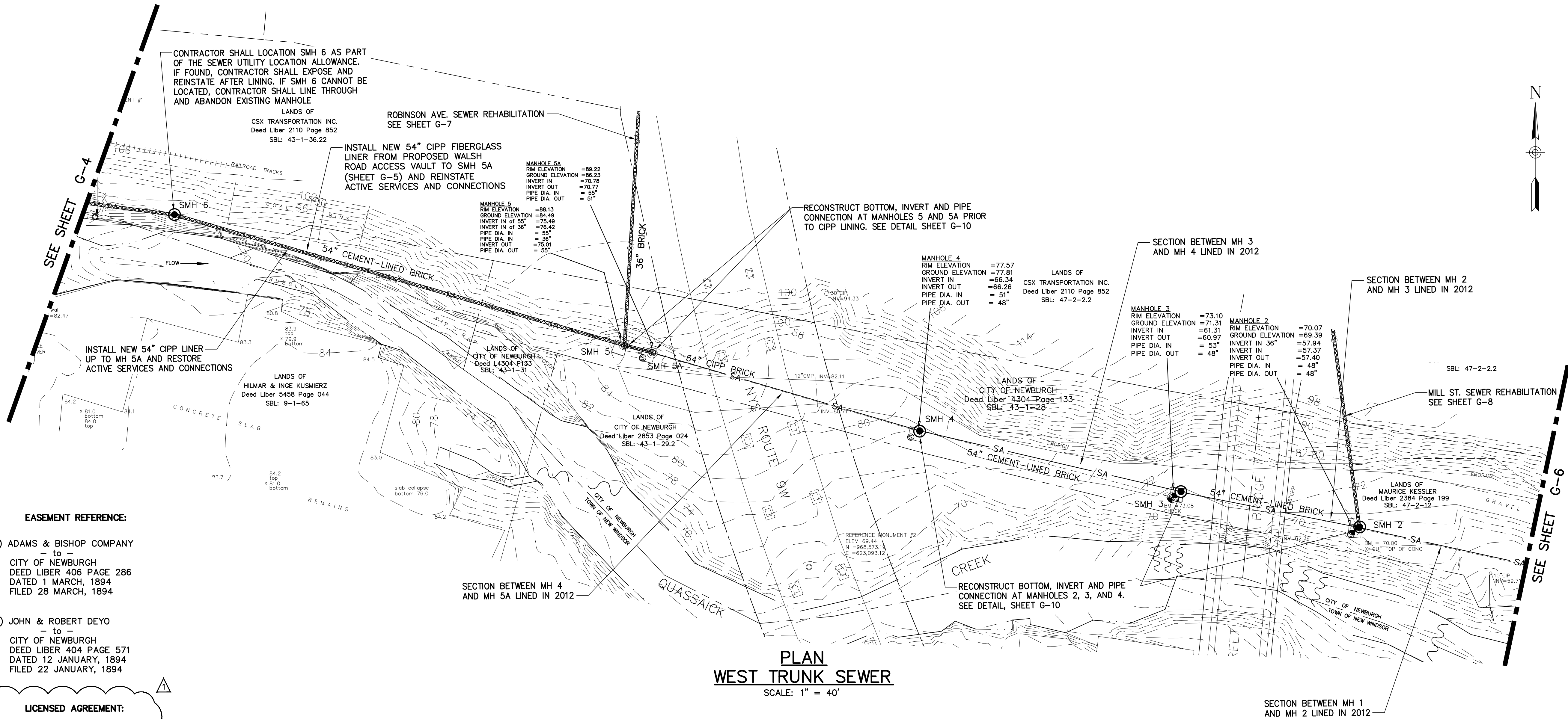
LICENSED AGREEMENT:

- 1) CSX AGREEMENT
No. CR 002882/CR 002882

NOTES:

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PLAN
WEST TRUNK SEWER
SCALE: 1" = 40'



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REUSE OR ALTERATION OF THESE DRAWINGS
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WITHOUT LIABILITY TO BARTON & LOGUIDICE,
P.C. IN THE EVENT THAT A CONFLICT ARISES
BETWEEN THE SEALED DRAWINGS AND THE
ELECTRONIC FILES, THE SEALED DRAWINGS WILL
GOVERN.

CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGUIDICE (B&L) 1104
FERMWOOD AVENUE, SUITE 501 CAMP HILL, PA
17011 (717) 737-8326 (PHONE) (717)
737-8326 (FAX)

By _____ Date _____

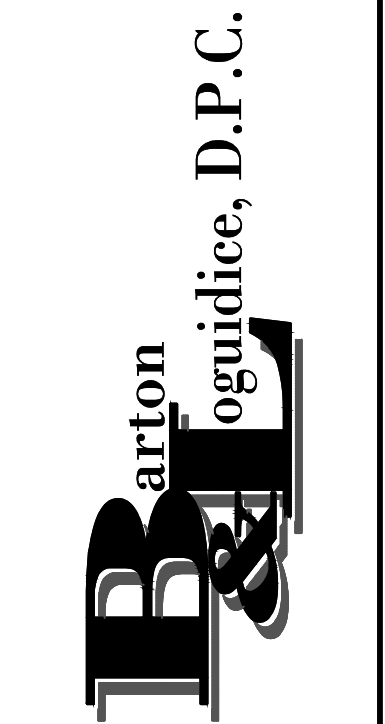
Ck'd _____ Date _____

REVISIONS

04/7 EFC COMMENTS

03/8 CSX COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE
REHABILITATION
ORANGE COUNTY, NEW YORK



Date
SEPTEMBER 2016

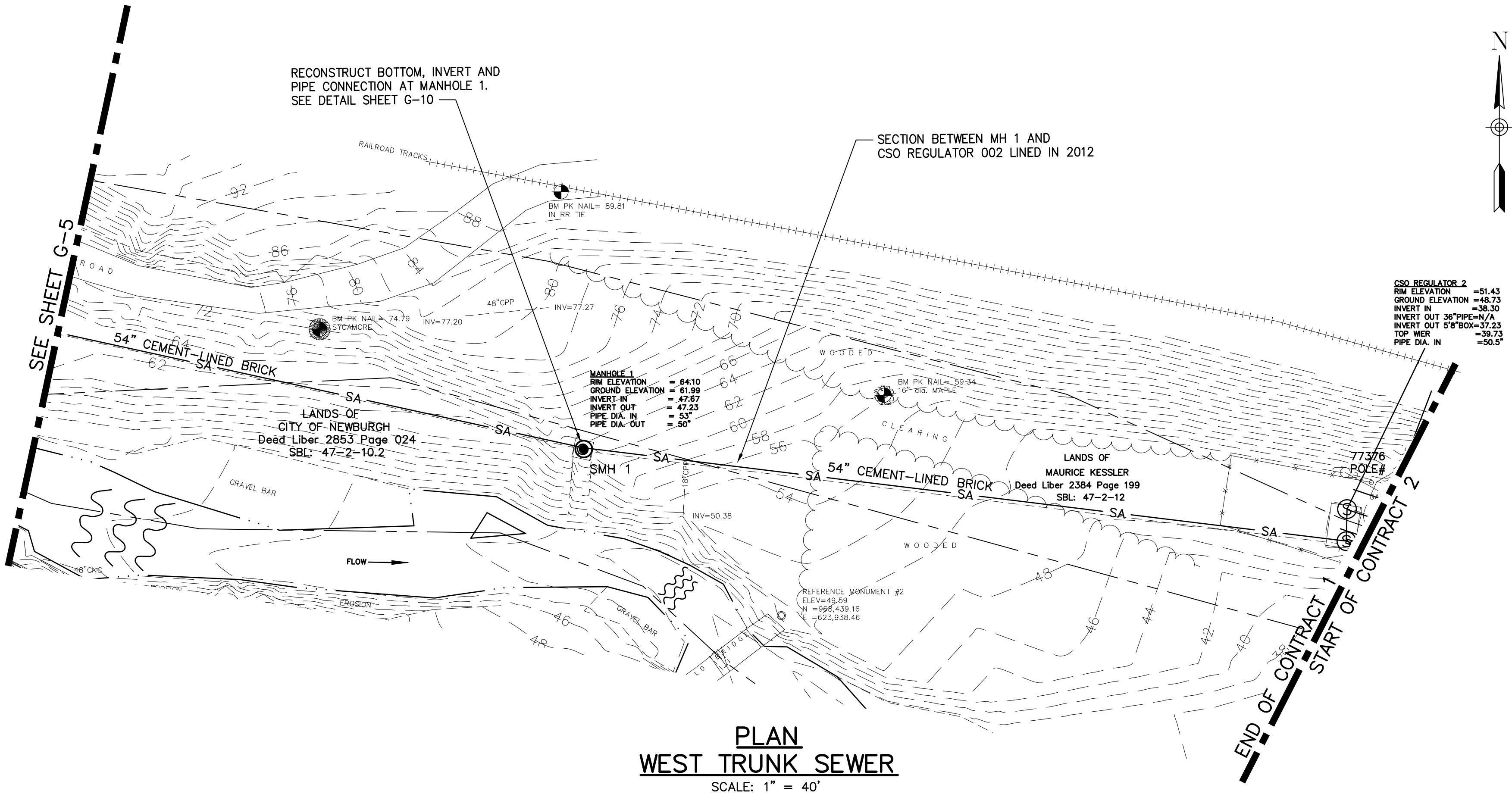
Scale
1" = 40'

Sheet Number
G-5

Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
Z:\BL-Vault\02\16217A02-1071-4823-8927-9905C6054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by AIE Drawn by KPS/JCM/SMR Designed by BLS In charge of DHF

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EASEMENT REFERENCE:
1) JOHN & ROBERT DEYO
- to -
CITY OF NEWBURGH
DEED LIBER 404 PAGE 571
DATED 12 JANUARY, 1894
FILED 22 JANUARY, 1894



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CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8388 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

NO.	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WEST TRUNKLINE
REHABILITATION
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
DONALD H. FLECHNER
No. 075248
PROFESSIONAL ENGINEER

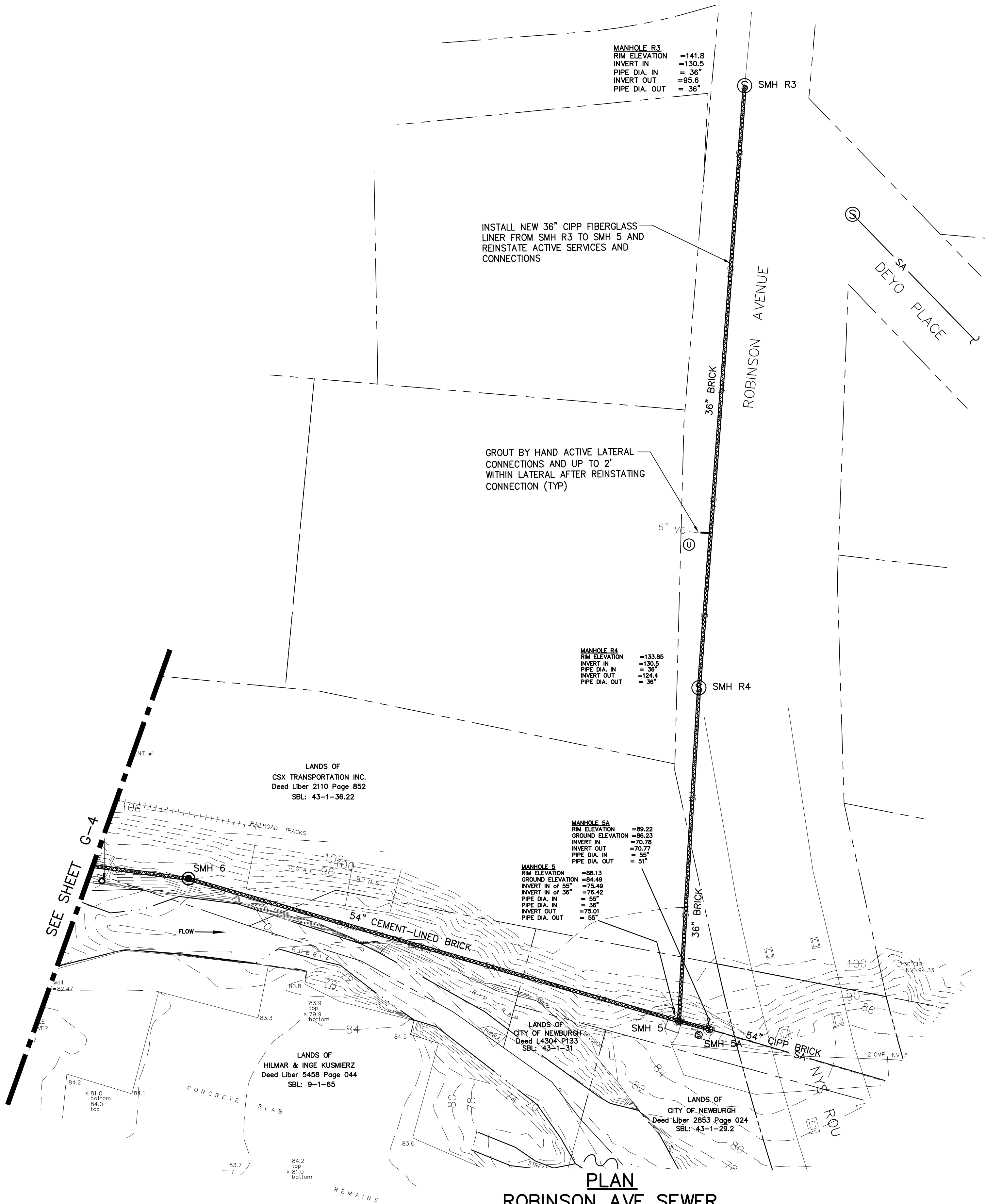
Date
SEPTEMBER 2016

Scale
1" = 40'

Sheet Number
G-6

Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
Z:\BL-Vault\02\16217402-1671-483-8927-99056054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by: AIE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF



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CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8388 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

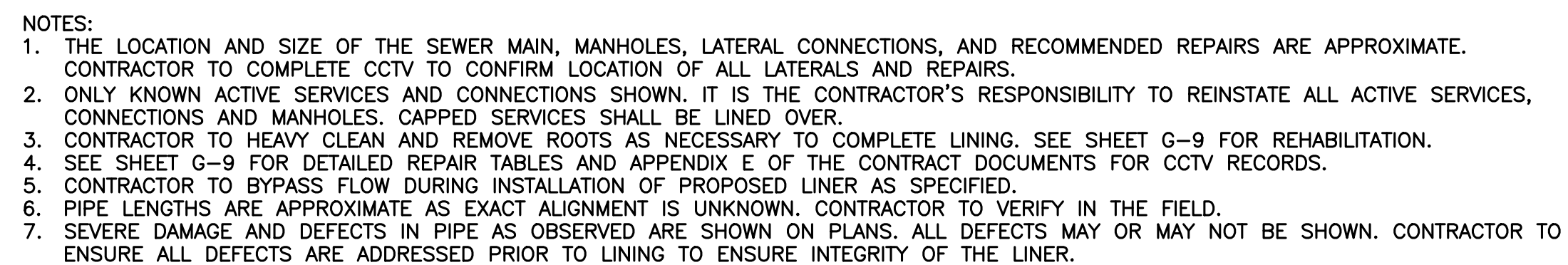
NO.	DATE	DESCRIPTION
01/7		EFC COMMENTS
02/8		CSX COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
54-INCH WETS TRUNKLINE AND
36-INCH ROBINSON AVENUE
CITY OF NEWBURGH REHABILITATION ORANGE COUNTY, NEW YORK

Barton & Loguidice, D.P.C.
Professional Engineer



Date: SEPTEMBER 2016
Scale: 1" = 40'
Sheet Number: G-7
Project Number: 1352.003.001-1

Checked by ATE

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CONTRACT DRAWINGS	
ENGINEER: BARTON & LOGUIDICE (RAE) 1134 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)	
By _____	Date _____
Ck'd _____	Date _____
REVISIONS	
0% ₁₇	EFC COMMENTS
0% ₁₈	CSX COMMENTS
1	
CITY OF NEWBURGH WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT CONTRACT 1 – GENERAL CONSTRUCTION – BID #9.16 54-INCH WEST TRUNKLINE AND 18-INCH TO 36-INCH MILL STREET REHABILITATION CITY OF NEWBURGH ORANGE COUNTY, NEW YORK	
Barton & Loguidice, D.P.C.	
	
Date	SEPTEMBER 2016
Scale	1" = 40'
Sheet Number	G-8
Project Number	1352.003.001-1

Plotted: Mar 22, 2018 - 1:56PM ALB By: smr
Z:\BL-Vault\02\18217A02-1C71-4823-8927-9903C6054147\0 944000-944999\944815\1\1352.003.001 - 603 Sewer Rehab Contracts 1 and 2 (ID 944815).dwg
Checked by: ATE Drawn by: KPS/JCM/SMR Designed by: BLS In charge of: DHF

MISCELLANEOUS REPAIRS								
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)	DEFECT DESCRIPTION	RECOMMENDED REHABILITATION METHOD
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	39.8	PROTRUDING LATERAL (LIVE) MADE FROM CORRUGATED PLASTIC AT CROWN OF PIPE	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	78.5	PROTRUDING LATERAL (LIVE) AT 9 O' CLOCK	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	346.3	PROTRUDING LATERAL (LIVE) AT 10 O' CLOCK, WITH EROSION AND INFILTRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	856.4	PROTRUDING LATERAL (LIVE) AT 10 O' CLOCK, WITH EROSION AND INFILTRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
WALSH ROAD AND DICKSON STREET	11	5A	54	2443	CEMENT LINED BRICK	1066.3	PROTRUDING LATERAL (LIVE) AT CROWN OF PIPE WITH ROOT PENETRATION AROUND EDGES	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M1	M2	18	256	CLAY	217.6	PROTRUDING LATERAL (LIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M3	M4	24	282	CLAY	134.6	PROTRUDING LATERAL (ACTIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL
MILL STREET	M4	2	36	283	CLAY	134	PROTRUDING LATERAL (ACTIVE)	CUT PROTRUDING SERVICE AND GROUT AROUND EDGE OF LATERAL

CURED-IN-PLACE PIPE AND SEAL ACTIVE SERVICE LATERALS										
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	JOINT SPACING (FEET)	NUMBER OF ACTIVE SERVICES	APPROXIMATE ACTIVE SERVICE STATION NUMBERS (FEET)	APPROXIMATE ACTIVE SERVICE LOCATION (O'CLOCK)*	APPROXIMATE ACTIVE SERVICE DIAMETER (INCHES)
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	N/A	7	35.7	11	6-INCH CLAY
								77.9	12	12-INCH CORRUGATED PLASTIC
								92.3	3	24-INCH SEWER INTERSECTION
								94.9	9	12-INCH CLAY
								346.3	10	6-INCH CLAY
								856.4	10	12-INCH CONCRETE
								1066.3	12	3-INCH CLAY
ROBINSON AVENUE	R4	R3	36	385	CLAY	3	1	149.8	10	6-INCH CLAY
ROBINSON AVENUE	R4	R5	36	223	CLAY/UNKNOWN	3	0	N/A	N/A	N/A
MILL STREET	M1	M2	18	256	CLAY	3	2	168.1	10	6-INCH CLAY
								217.6	10	12-INCH CLAY, PROTRUDING
MILL STREET	M2	M3	18/24	279	CLAY	3	4	4	2	6-INCH CLAY
								57.6	10	6-INCH CLAY
								105.7	11	6-INCH CLAY
								168.1	10	6-INCH CLAY, COULD BE ACTIVE OR CAPPE
MILL STREET	M3	M4	24	282	CLAY	3	1	134.6	2	6-INCH CLAY, PROTRUDING
								17.9	7	18-INCH CLAY SWERE INTERSECTION
MILL STREET	M4	2	36	283	CLAY	3	4	85.5	12	6-INCH CLAY
								86	12	6-INCH CLAY
								134	9	6-INCH CLAY, PROTRUDING

- NOTE:
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2. DISTANCE TO DEFECTS LISTED IN THE TABLES ARE APPROXIMATELY MEASURED FROM "UPSTREAM MANHOLE" TO "DOWNSTREAM MANHOLE" BASED ON CCTV FOOTAGE.

ROOT TREATMENT						
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)
WALSH ROAD AND DICKSON STEET	10	5A	54	2443	CEMENT LINE BRICK	1076.6
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1106.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1115.7
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1149.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1189.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1638.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1728.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1769.3
WALSH ROAD AND DICKSON STEET	10	5A	54	2443	CEMENT LINE BRICK	1791.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1819.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1854.2
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1862.1
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	1986.9
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	2022.8
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINE BRICK	2128.2
MILL STREET	M1	M2	18	256	CLAY	12.6 to 16.9
MILL STREET	M1	M2	18	256	CLAY	25
MILL STREET	M1	M2	18	256	CLAY	30.4
MILL STREET	M1	M2	18	256	CLAY	48.1
MILL STREET	M1	M2	18	256	CLAY	53.7
MILL STREET	M1	M2	18	256	CLAY	72.6
MILL STREET	M1	M2	18	256	CLAY	87.6
MILL STREET	M1	M2	18	256	CLAY	160
MILL STREET	M1	M2	18	256	CLAY	161
MILL STREET	M1	M2	18	256	CLAY	163
MILL STREET	M1	M2	18	256	CLAY	170.2
MILL STREET	M1	M2	18	256	CLAY	170.5
MILL STREET	M1	M2	18	256	CLAY	175.3
MILL STREET	M1	M2	18	256	CLAY	179.1
MILL STREET	M1	M2	18	256	CLAY	193.5
MILL STREET	M3	M4	24	282	CLAY	106.5
MILL STREET	M3	M4	24	282	CLAY	139.2 to 151

HEAVY CLEARING							
AREA	UPSTREAM MANHOLE	DOWNSTREAM MANHOLE	MAINLINE PIPE DIAMETER (INCHES)	MAINLINE LENGTH (FEET)	PIPE MATERIAL	DISTANCE TO DEFECT (FEET) (SEE NOTE 2)	DEFECT DESCRIPTION
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	869.7	APPROXIMATELY 60 FEET OF CALCIUM DEPOSITS
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	900 to 1060	COULD NOT SEE TV, NEEDS HEAVY CLEANING
ROBINSON AVENUE	R4	R5	36	223	CLAY	5.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	34.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	105.9	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	119.5	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	130.2 to 148.5	PIPE SAG
ROBINSON AVENUE	R4	R5	36	223	CLAY	183.4	CALCIUM DEPOSITS
ROBINSON AVENUE	R4	R5	36	223	CLAY	218.9	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	5.5	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	9.8	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	117.5 to 119.5	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	155.3	CALCIUM DEPOSITS
MILL STREET	M1	M2	18	256	CLAY	159.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	10.7 to 16.4	PIPE SAG
MILL STREET	M2	M3	18/24	279	CLAY	110.6	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	141.3	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	159.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	163.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	176	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	181.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	184.2	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	192.6	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	Clay	195.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	198	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	204.7	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	206.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	208.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	212.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	216	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	216.8	CALCIUM DEPOSITS
MILL STREET	M2	M3	18/24	279	CLAY	239.2 to 278.7	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	12.1	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	17.1	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	46.5	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	49.3	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	53.4	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	191	CALCIUM DEPOSITS
MILL STREET	M3	M4	24	282	CLAY	193.8 to 199.6	PIPE SAG
MILL STREET	M4	2	36	283	CLAY	57.8 to 65.7	PIPE SAG

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CONTRACT DRAWINGS

ENGINEERS: BARTON AND LOGUIDICE (BAL) 1104 FERNWOOD AVENUE, SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

0%7 EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
SEWER REHABILITATION TABLES
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

Barton & Loguidice, D.P.C.

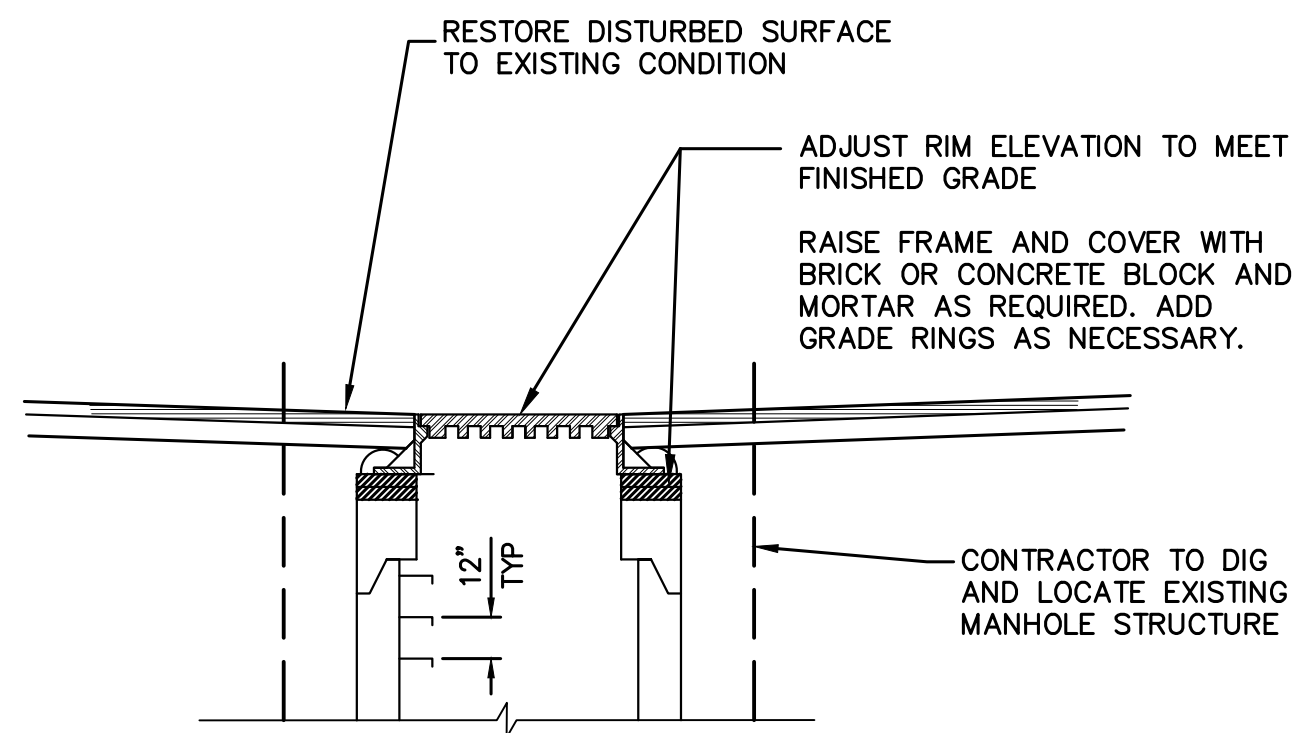
STATE OF NEW YORK
DONALD H. FLETCHER
SEAL
No. 075248
REGISTERED PROFESSIONAL ENGINEER

Date
SEPTEMBER 2016

Scale
NO SCALE

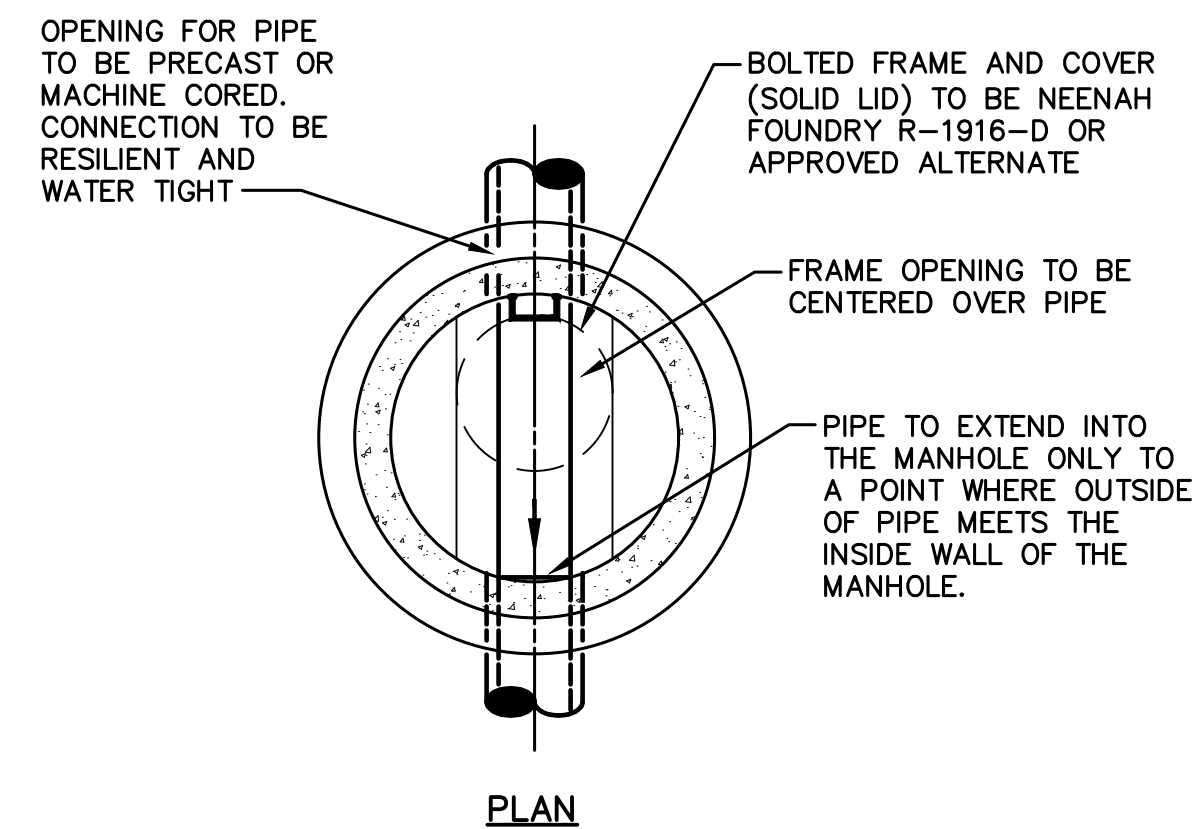
Sheet Number
G-9

Project Number
1352.003.001-1



ADJUST MANHOLE FRAME AND COVER

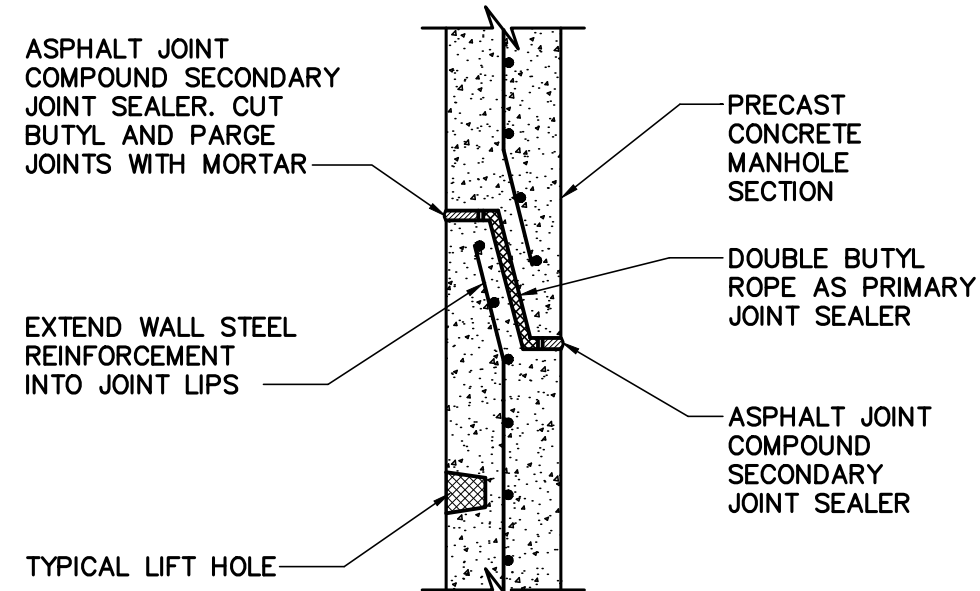
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PLAN

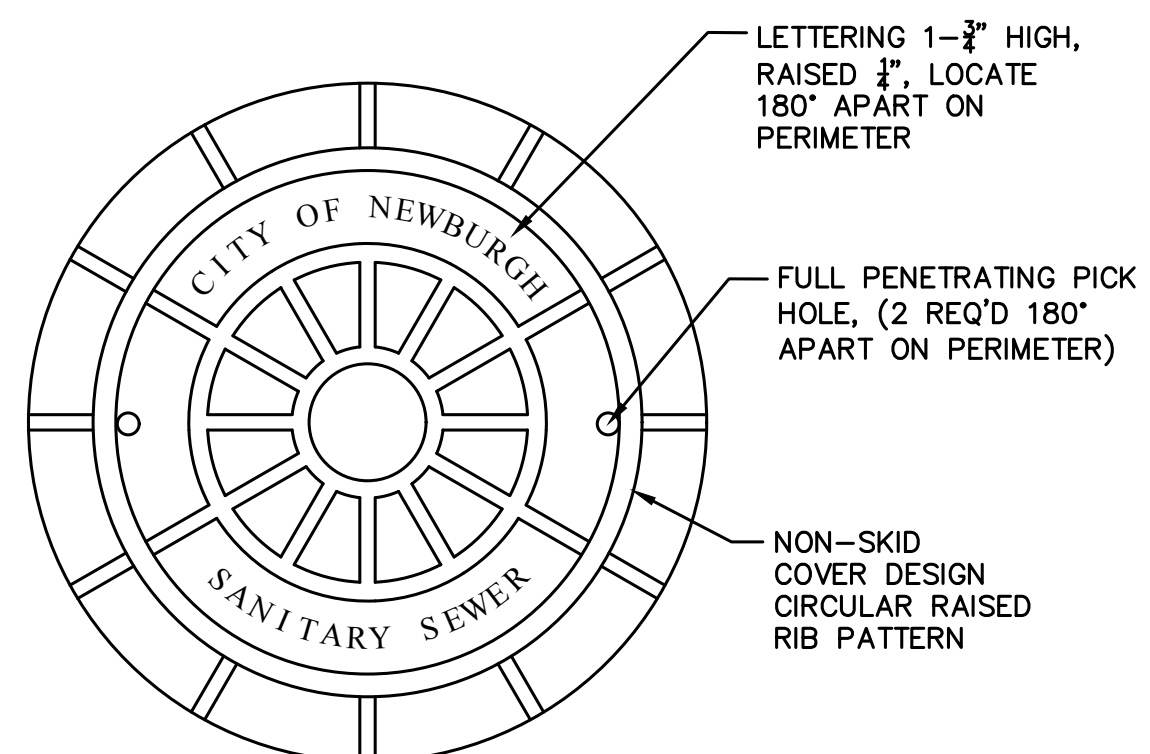
STANDARD MANHOLE DETAIL

NOT TO SCALE



MANHOLE JOINT DETAIL

NO SCALE

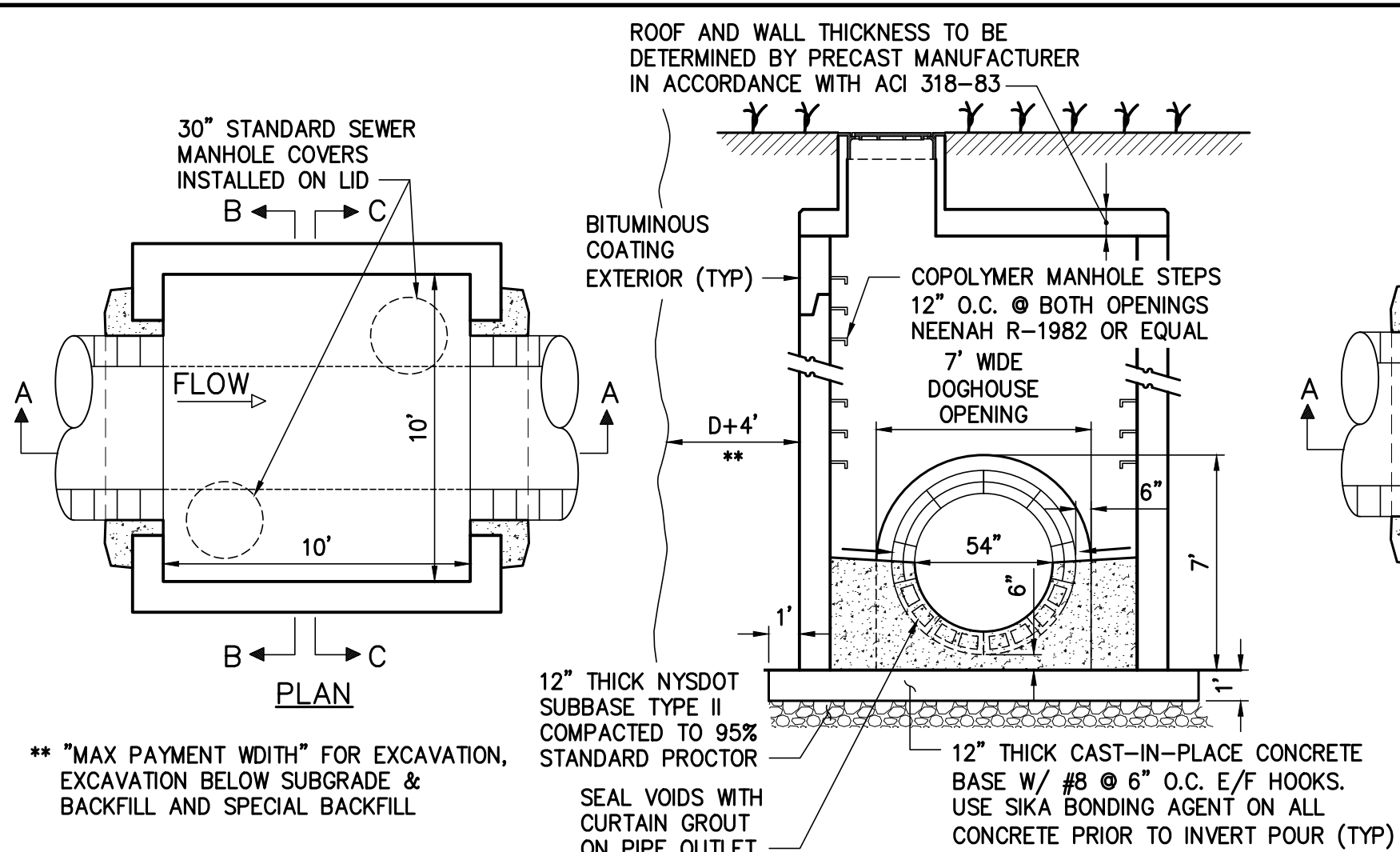


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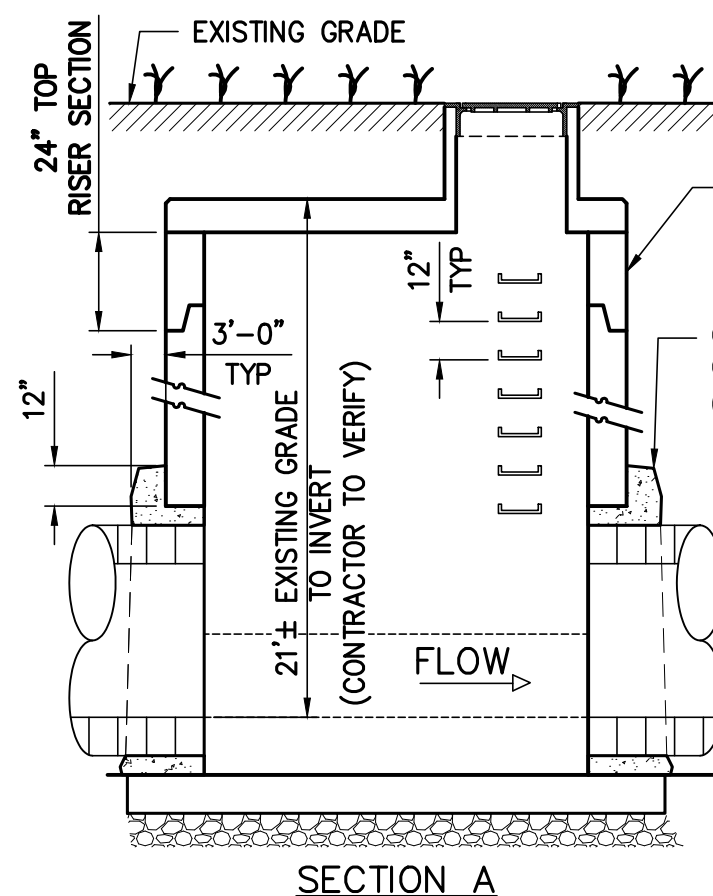
1. COVERS SHALL HAVE 30" OPENINGS. COVER SHALL BE NEENAH FOUNDRY CO-R-1755-E1 OR APPROVED EQUAL.
2. FRAME AND COVER SHALL WITHSTAND H2O LOADING.
3. SANITARY COVER AS SHOWN.

STANDARD CAST IRON MH COVER DETAIL

NOT TO SCALE



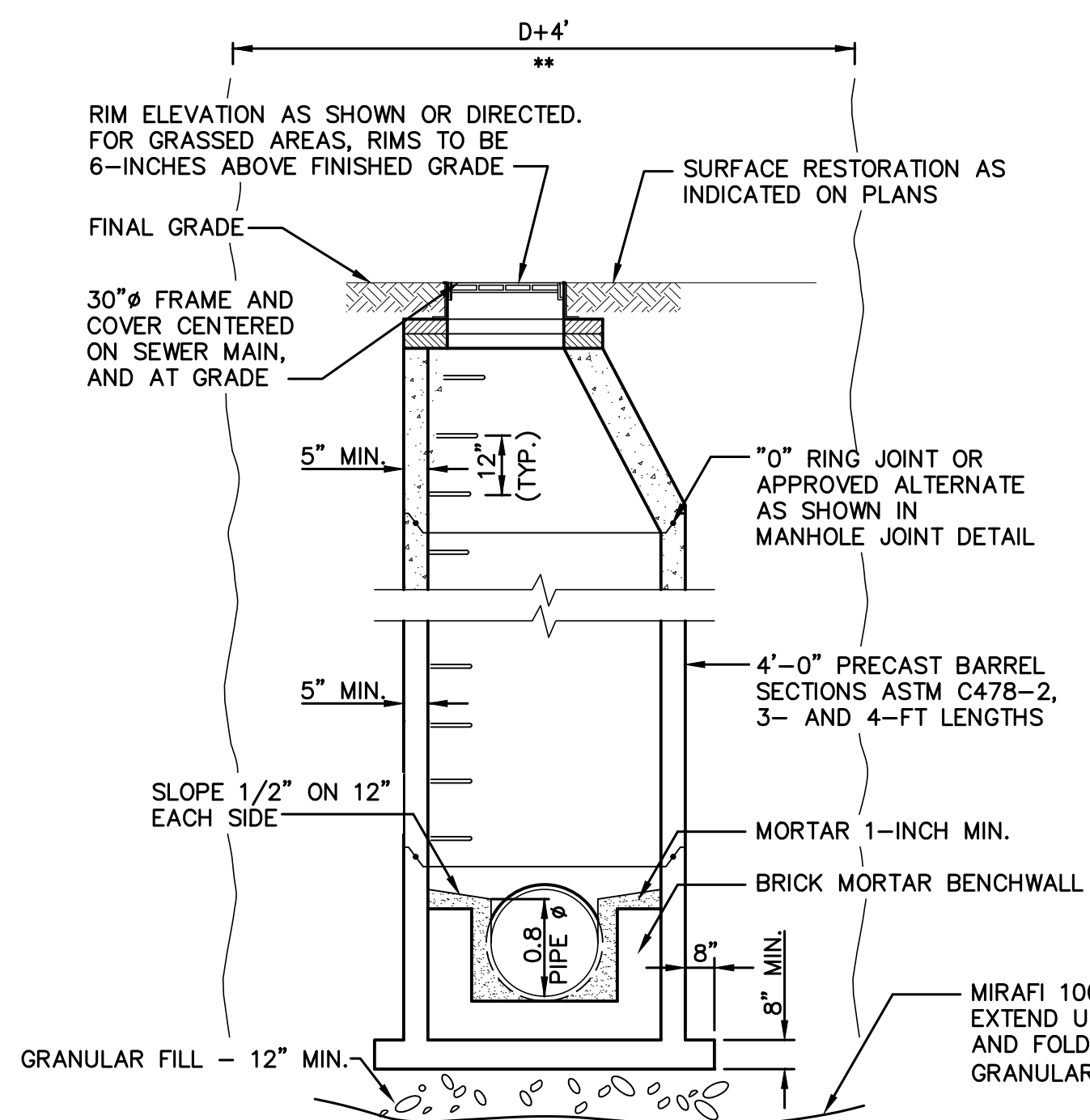
** "MAX PAYMENT WIDTH" FOR EXCAVATION, EXCAVATION BELOW SUBGRADE & BACKFILL AND SPECIAL BACKFILL



WALSH RD ACCESS VAULT DETAIL

(INTERSECTION WALSH RD AND DICKSON ST)

NO SCALE

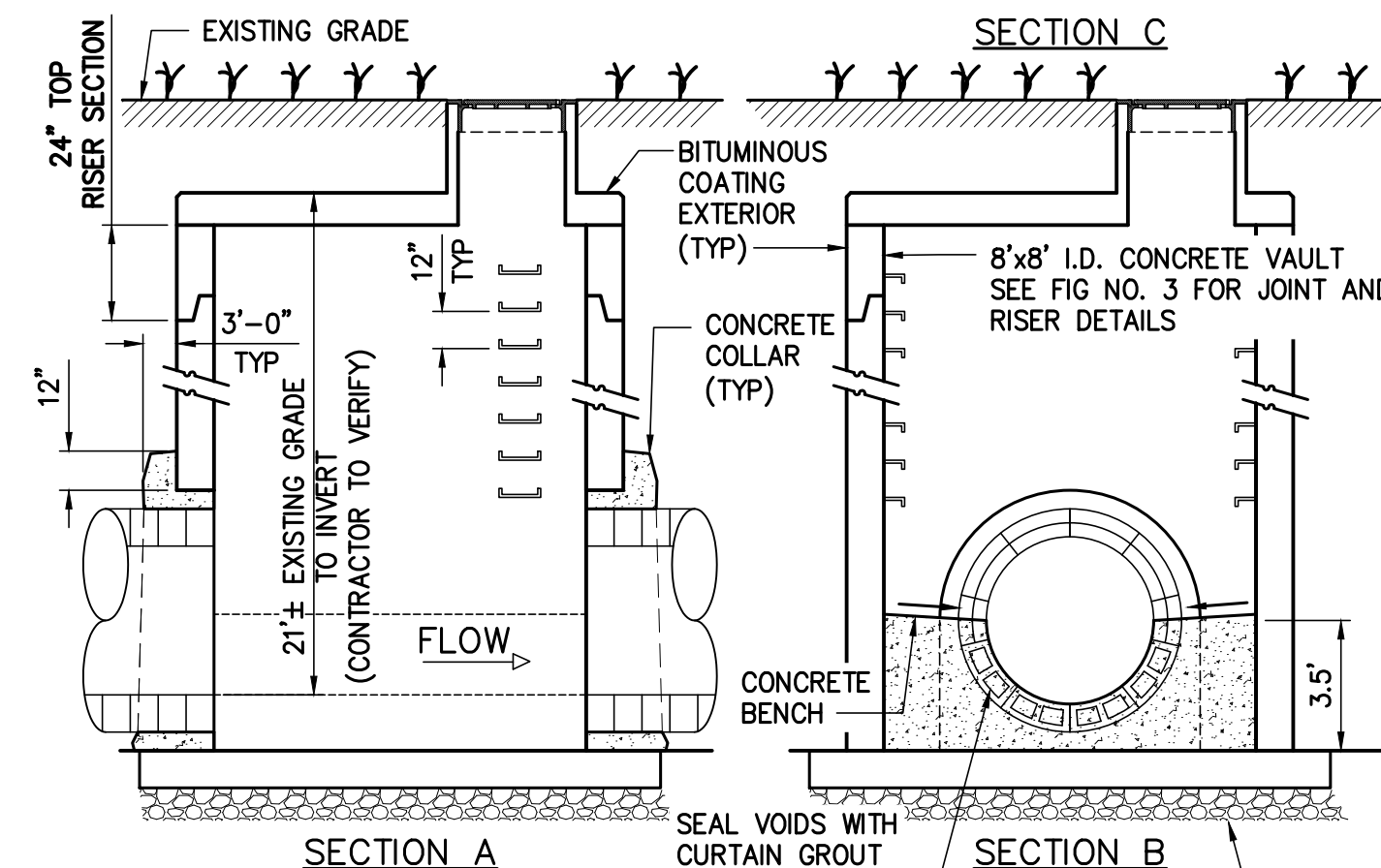
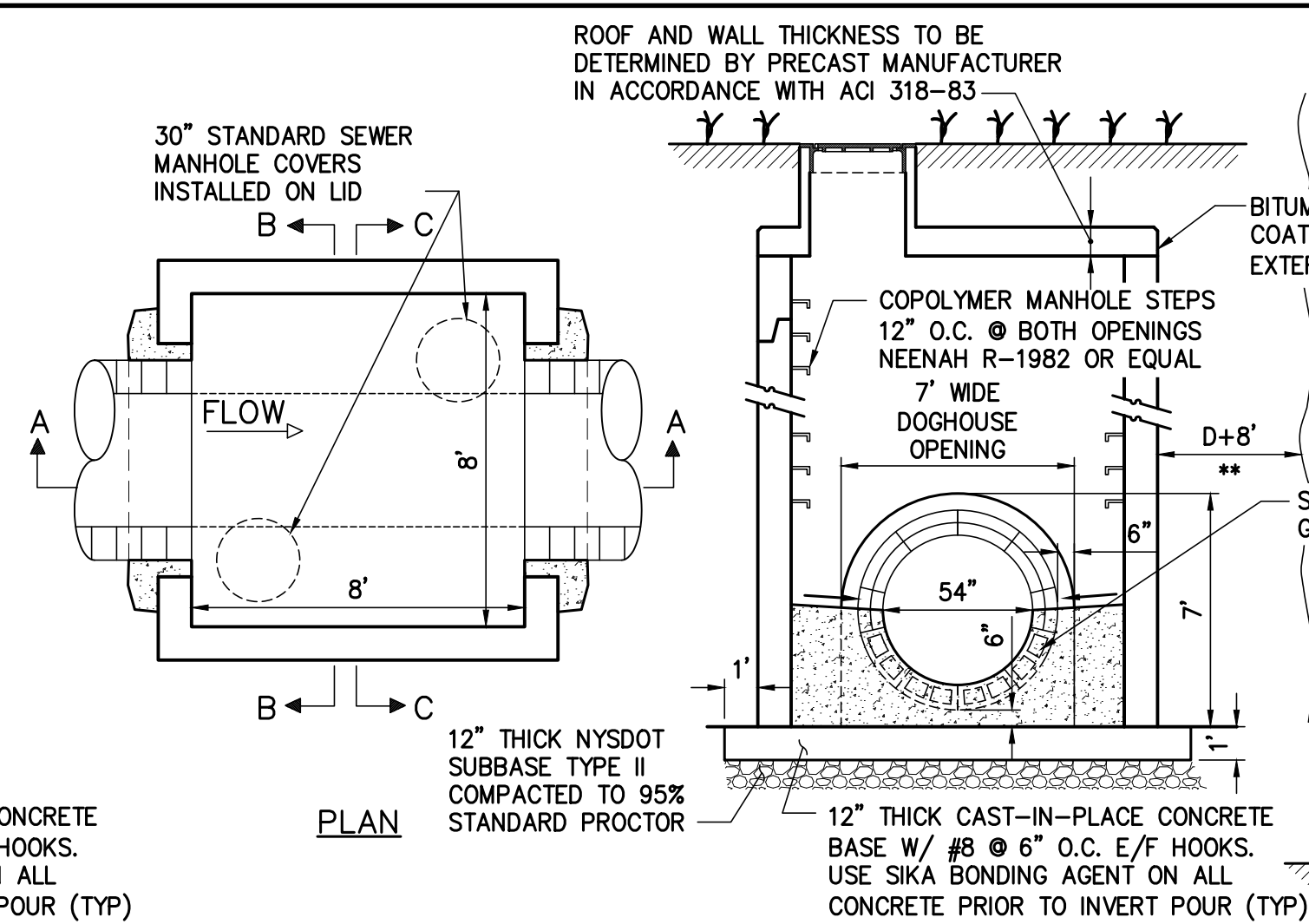


STEPS SHALL BE NEENAH R-1982-T, SYRACUSE CASTING 2592-1, OR EQUAL. STEPS SHALL BE FASTENED WITH CADMIUM PLATED BOLTS INTO CAST-IN INSERTS. ALTERNATE COPOLYMER POLYPROPYLENE STEPS AS MANUFACTURED BY M.A. INDUSTRIES, INC., OR EQUAL AND INSTALLED INTO CAST-IN INSERTS MAY BE USED WITH APPROVAL BY ENGINEER.

CONTRACTOR SHALL CONSTRUCT, AT NO EXTRA COST, MANHOLES WITH FLAT SLAB COVERS OF APPROVED DESIGN, WHERE THE MANHOLE DEPTH IS INSUFFICIENT TO PERMIT INSTALLATION OF A TAPER TOP.

STANDARD MANHOLE SECTION DETAIL

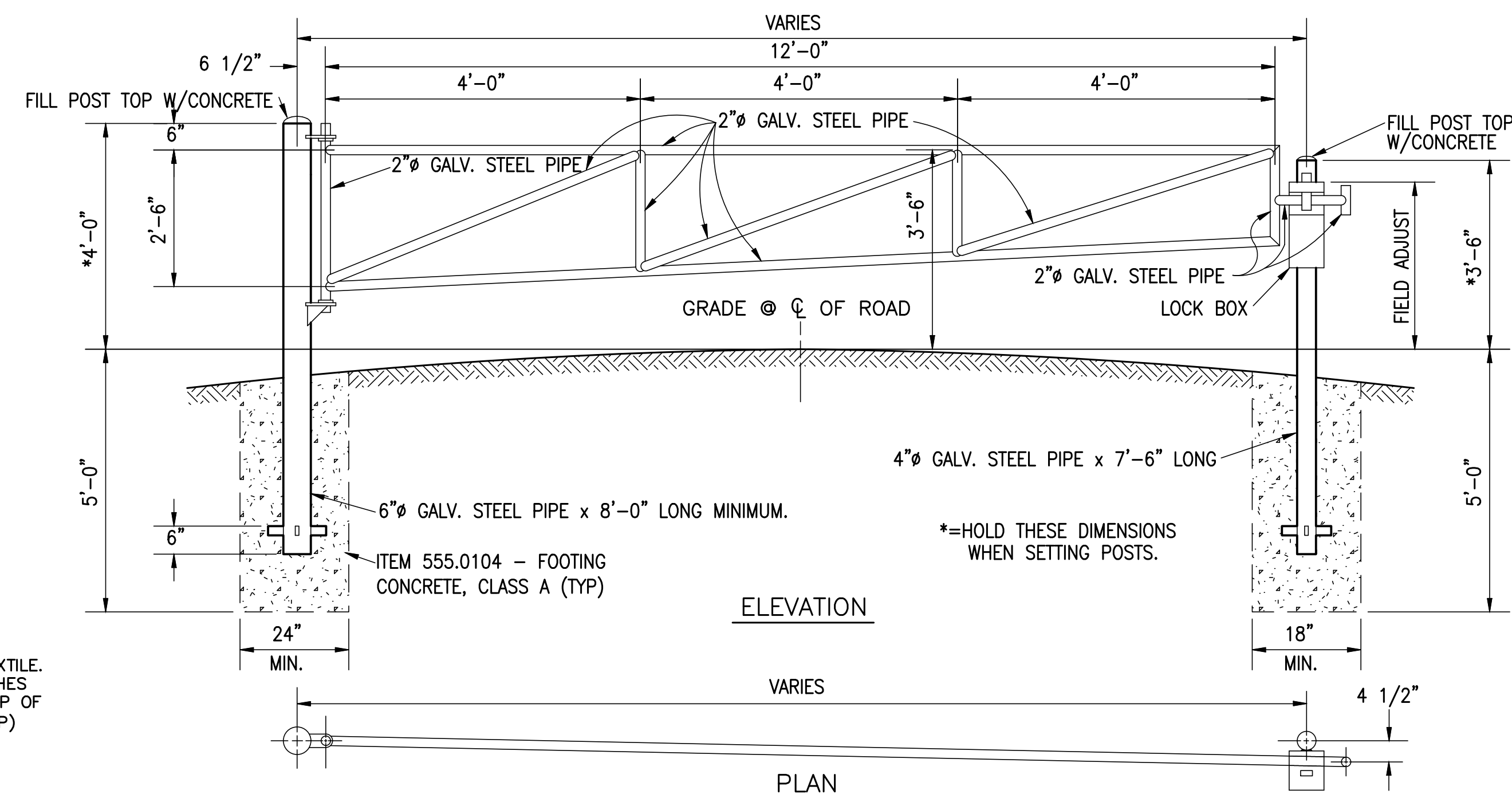
NOT TO SCALE



WEST TRUNK ACCESS VAULT DETAIL

(MANHOLE 9)

NO SCALE

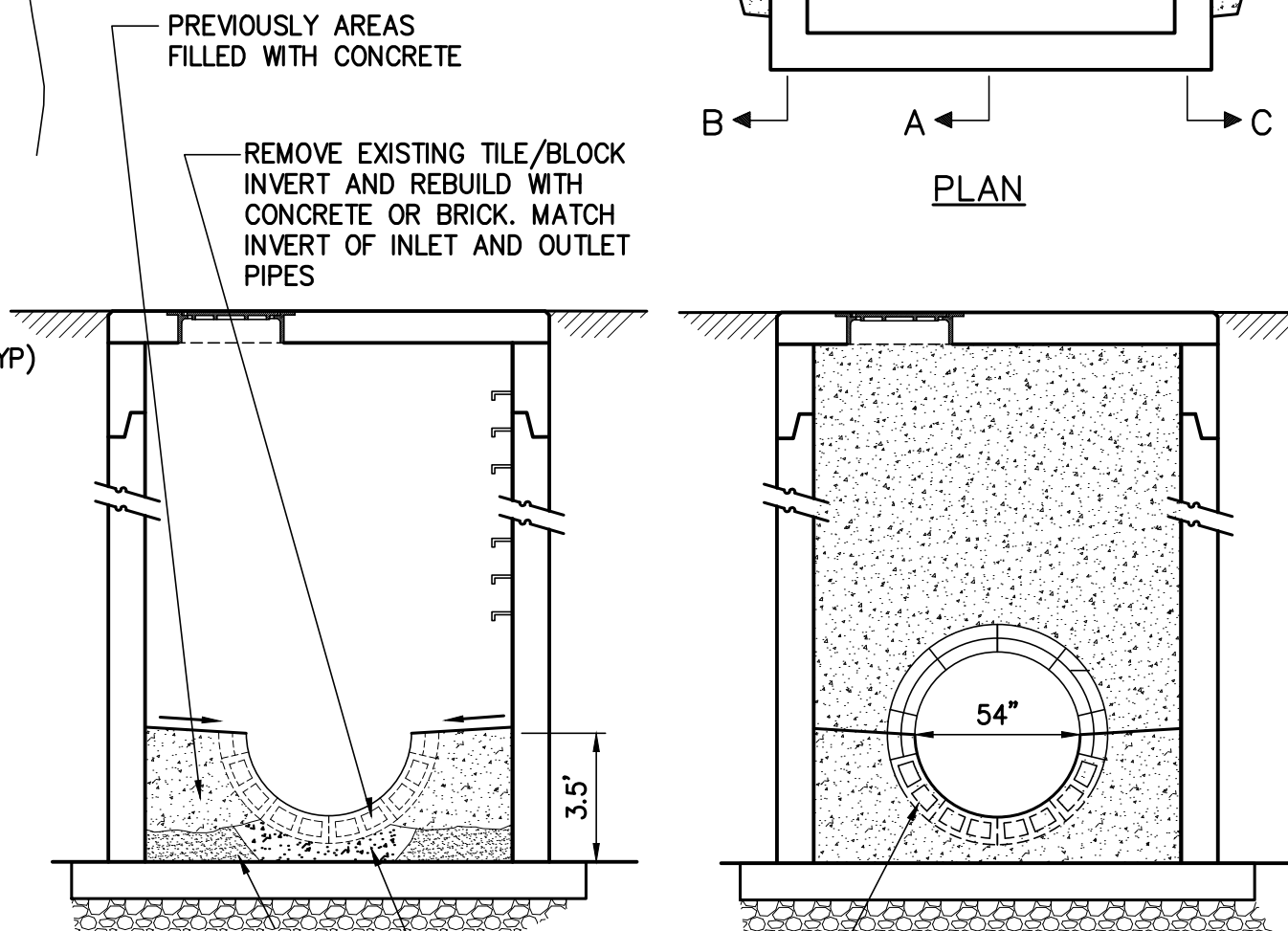


NOTE: GALVANIZED STEEL PIPE SHALL BE COATED WITH TNEC N69 OR APPROVED EQUAL, COLOR SAFETY YELLOW. THIS SHALL BE INCLUDED IN UNIT PRICE FOR SECURITY GATE.

SECURITY GATE DETAIL

NOT TO SCALE

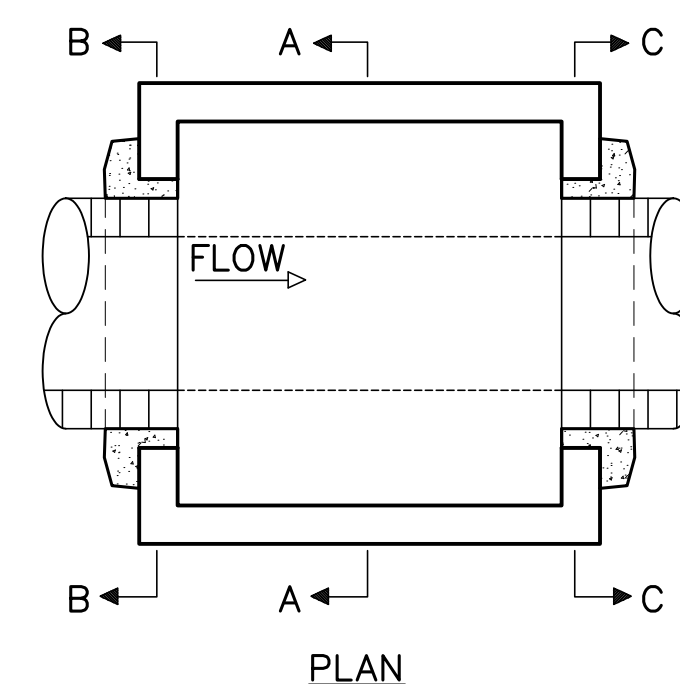
****NEW ACCESS VAULT NOTE:**
QUANTITY OF SPECIAL BACKFILL AND SPECIAL BACKFILL MIX FOR WHICH PAYMENT WILL BE MADE, WILL BE COMPUTED BY USING THE PRODUCT OF THE LENGTH, DEPTH AS DIRECTED AND THE ACTUAL TRENCH WIDTH AS EXCAVATED BUT NOT TO EXCEED THE "MAXIMUM PAYMENT WIDTH" AS SHOWN ON THIS DETAIL.



EXISTING VAULT ALTERATIONS DETAIL

(SANITARY MANHOLES 1, 2, 3, 4, 5, AND 5A)

NO SCALE



PLAN

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CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGUIDICE (BAL) 1104 FERNWOOD AVENUE SUITE 501 GAITHERSBURG, PA 17021 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____

Ck'd _____ Date _____

REVISIONS

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CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
MISCELLANEOUS SITE DETAILS I

ORANGE COUNTY, NEW YORK

CITY OF NEWBURGH

Barton
& Loguidice, D.P.C.



Date

SEPTEMBER 2016

Scale

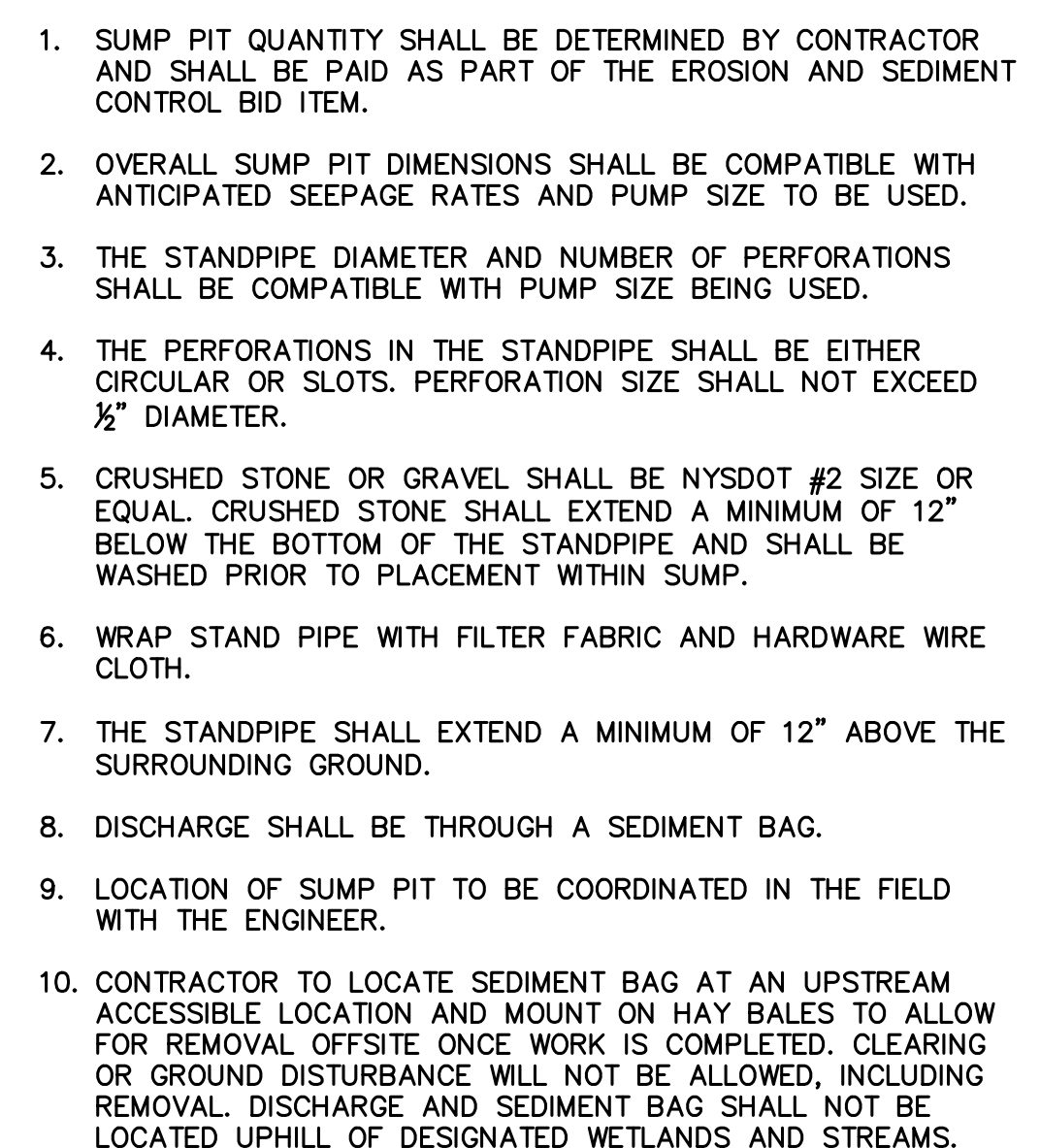
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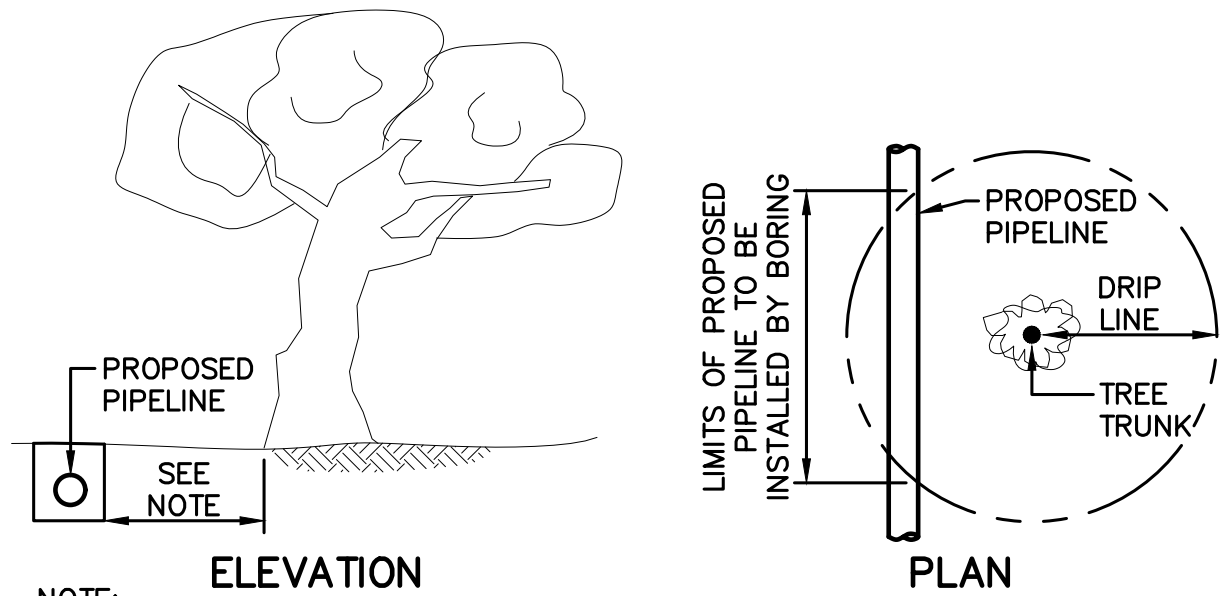
G-10

Project Number

1352.003.001-1



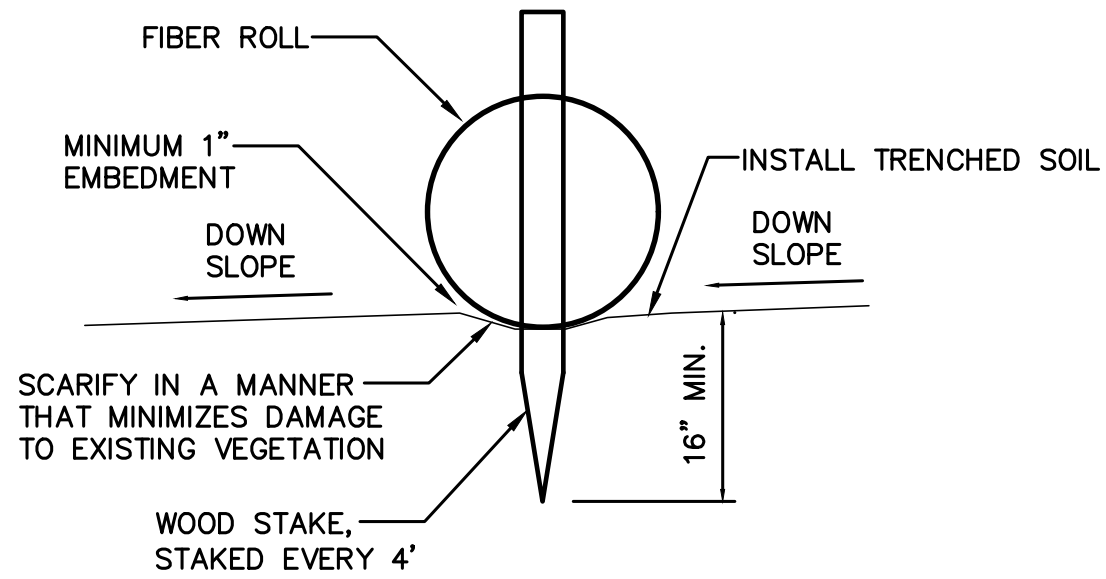
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CONTRACT DRAWINGS	
By _____ Date _____	
Ck'd _____ Date _____	
REVISIONS	
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CITY OF NEWBURGH WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT CONTRACT 1 – GENERAL CONSTRUCTION – BID #9.16 MISCELLANEOUS SITE DETAILS II	
CITY OF NEWBURGH ORANGE COUNTY NEW YORK	
Barton & Loguidice, D.P.C.	
	
Date	SEPTEMBER 2016
Scale	AS SHOWN
Sheet Number	G-11
Project Number	1352.003.001-1



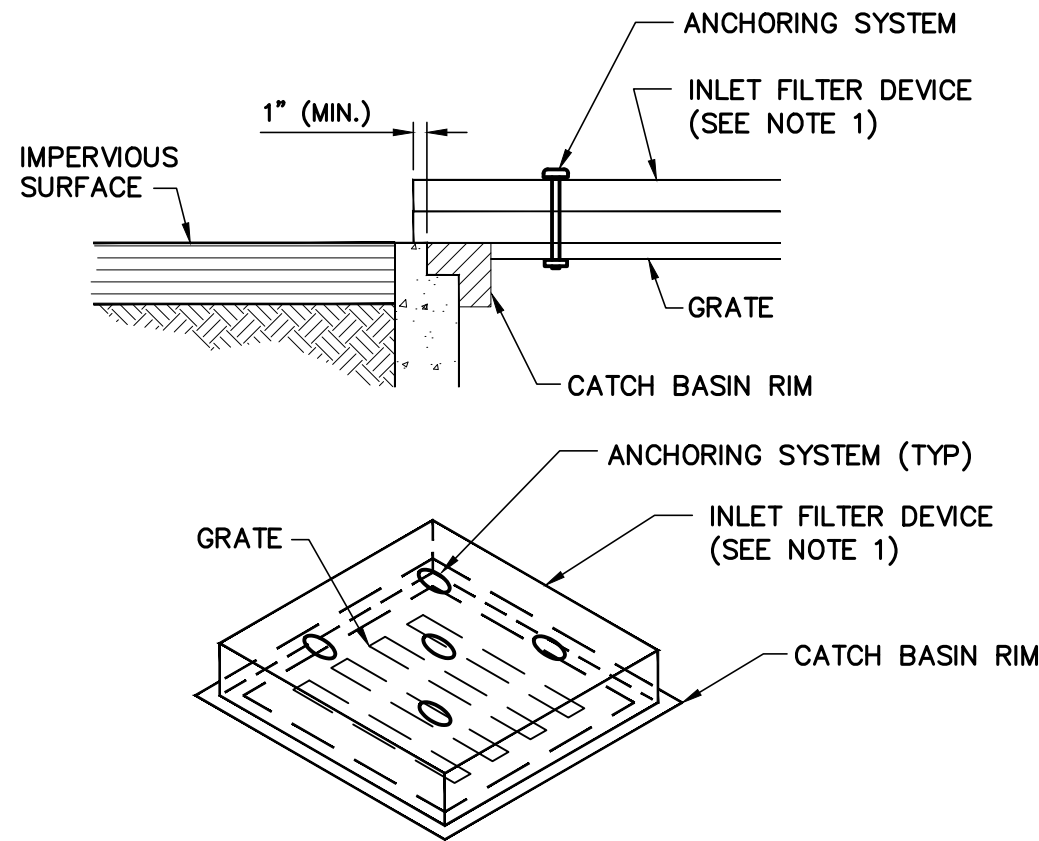
TYPICAL TREE PROTECTION DETAIL
NOT TO SCALE

EROSION AND SEDIMENT CONTROL SEQUENCING SCHEDULE

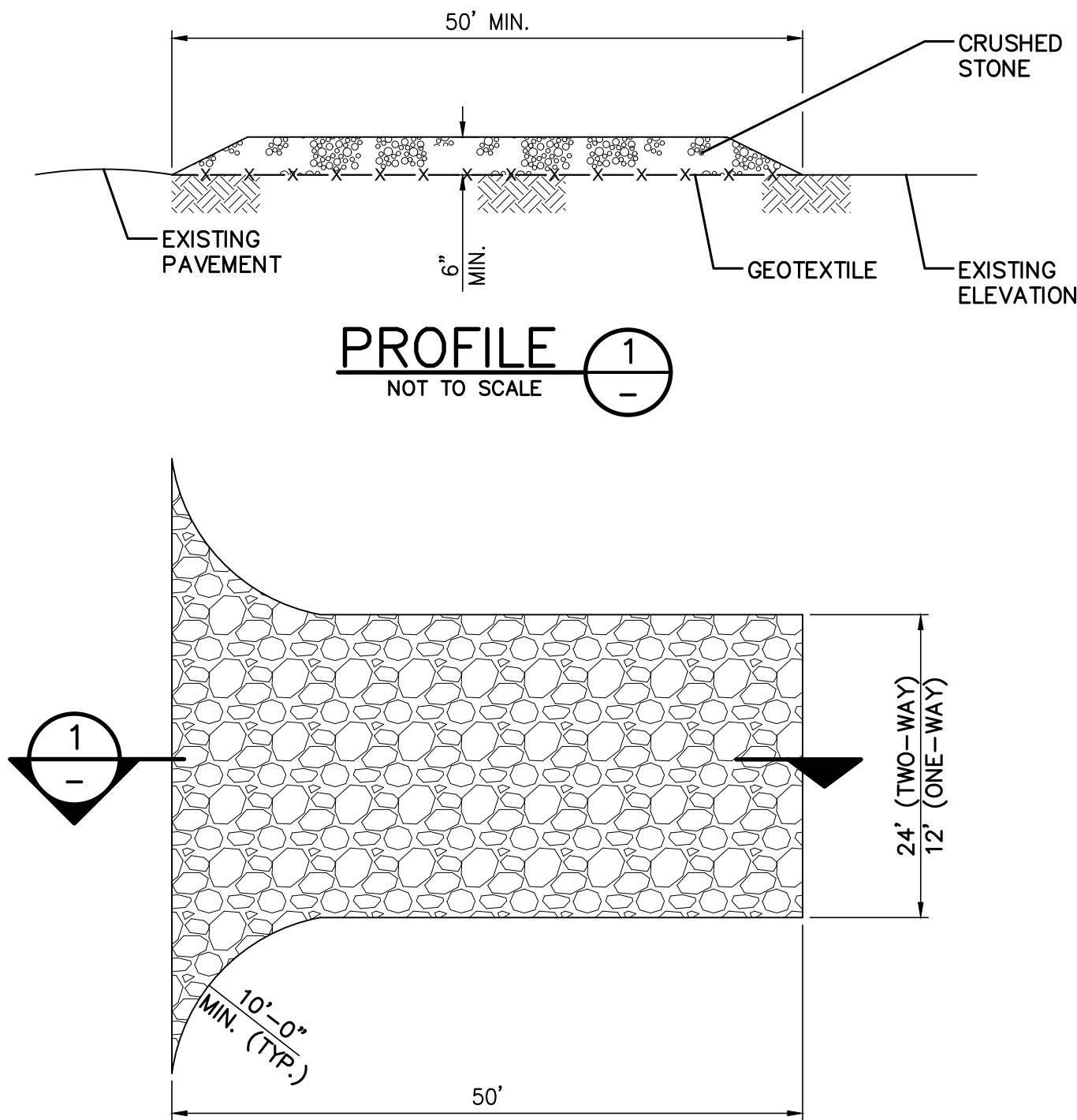
1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, DATED AUGUST 2005, AND AS AMENDED OR REVISED, AND THE NEW YORK STATE STORMWATER MANAGEMENT DESIGN MANUAL (SWMDM), DATED AUGUST 2010, AND AS AMENDED OR REVISED.
2. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ARE TO BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE, OR IN THEIR PROPER SEQUENCE, AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
3. ESTABLISH THE LOCATION OF PROPOSED EROSION AND SEDIMENT CONTROL MEASURES (TEMPORARY FIBER ROLL, DIVERSION AND/OR SANDBAG BARRIERS, TOPSOIL STOCKPILE AREAS, WASHOUT, ETC.). CLEAR SAID LOCATION FOR INSTALLATION.
4. STOCKPILE AND STAGING LOCATIONS DETERMINED IN THE FIELD SHALL BE PLACED WITHIN THE LIMITS OF DISTURBANCE ACCORDING TO THE CERTIFIED PLAN. ALL SOIL STOCKPILES ARE TO BE TEMPORARILY STABILIZED IN ACCORDANCE WITH SOIL EROSION AND SEDIMENT CONTROL.
5. INSTALL TEMPORARY FIBER ROLLS WHERE SHOWN ON THE PLANS.
6. PERMANENT VEGETATION SHALL BE SEEDED OR SODDED ON ALL EXPOSED AREAS WITHIN TEN (10) DAYS AFTER FINAL GRADING. MULCHING IS REQUIRED ON ALL SEEDING.
7. PAVEMENT AREAS ARE TO BE KEPT CLEAN AT ALL TIMES.
8. SHOULD THE CONTROL OF DUST AT THE SITE BE NECESSARY, THE SITE WILL BE SPRINKLED UNTIL THE SURFACE IS WET, TEMPORARY VEGETATIVE COVER SHALL BE ESTABLISHED OR MULCH SHALL BE APPLIED IN ACCORDANCE WITH STATE STANDARDS FOR EROSION CONTROL.
9. ALL SOIL WASHED, DROPPED, SPILLED, OR TRACKED OUTSIDE THE LIMIT OF DISTURBANCE OR ONTO PUBLIC RIGHTS-OF-WAY WILL BE REMOVED IMMEDIATELY.
10. DURING CONSTRUCTION, ANY ADDITIONAL CONTROL MEASURES AS DEEMED NECESSARY TO PREVENT EROSION OR CONTROL SEDIMENT BEYOND THOSE MEASURES SHOWN ON THE APPROVED PLAN SHALL BE INSTALLED OR EMPLOYED AT THE DIRECTION OF THE ENGINEER.
11. FOR PERMANENT SEEDING REQUIREMENTS SEE SPECIFICATIONS.



TEMPORARY FIBER ROLL DETAIL
NOT TO SCALE



CATCH BASIN INLET PROTECTION DETAIL FOR IMPERVIOUS SURFACES
NOT TO SCALE



STABILIZED CONSTRUCTION ENTRANCE/EXIT
NOT TO SCALE

NOTES:

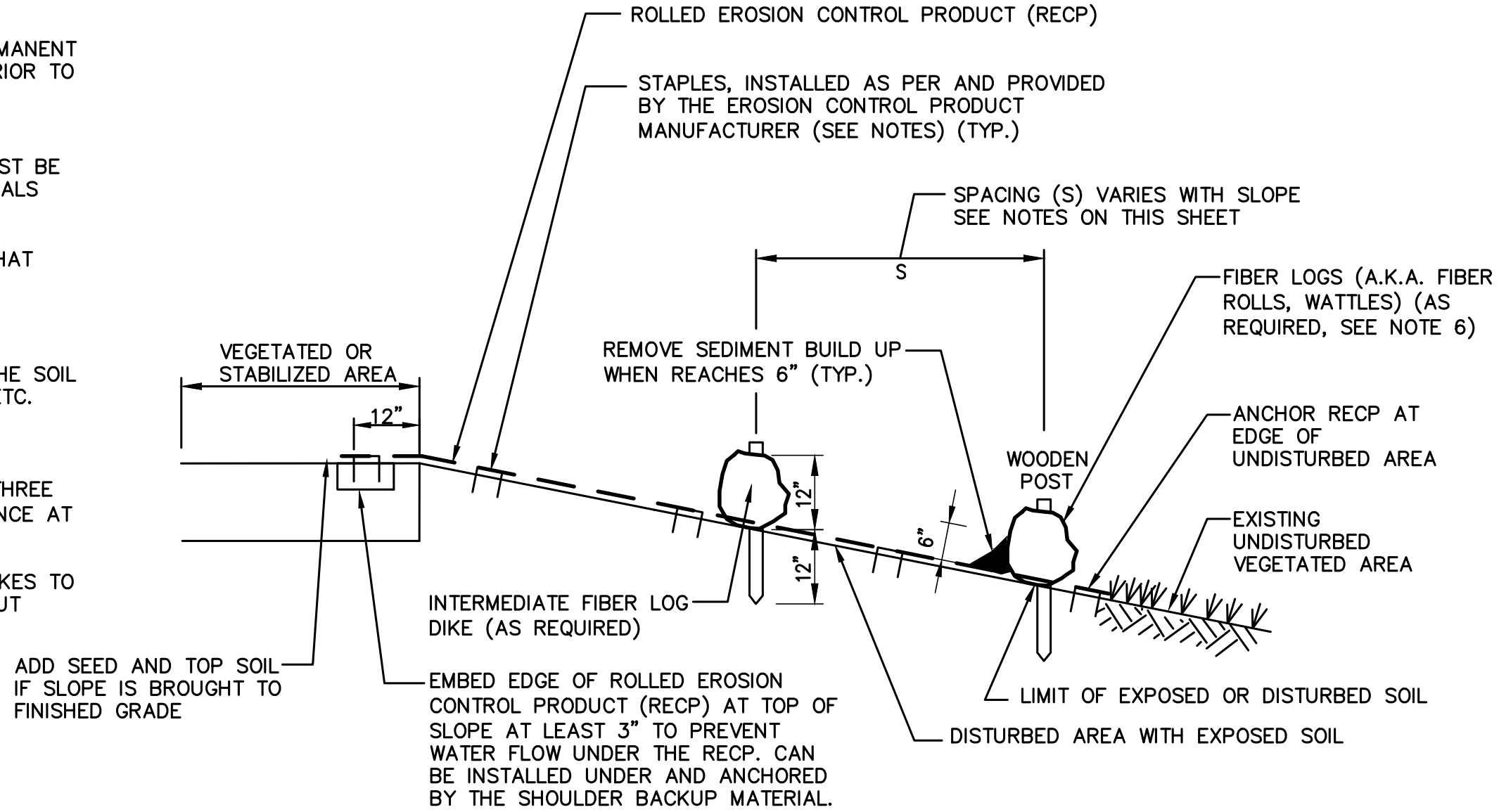
1. ITEMS IN THIS DETAIL MAY APPEAR EXAGGERATED TO SHOW DETAIL.
2. IF SLOPE IS BROUGHT TO FINISHED GRADE, PERMANENT TOP SOIL AND SEEDING SHALL BE INSTALLED PRIOR TO INSTALLING ROLLED EROSION CONTROL PRODUCT (RECP).
3. ROLLED EROSION CONTROL PRODUCT (RECP) MUST BE SELECTED FROM THE NYSDOT APPROVED MATERIALS LIST FOR CLASS I TYPE C RECP AND HAVE A LONGEVITY OF AT LEAST TWELVE (12) MONTHS. PAYMENT WILL NOT BE MADE FOR MATERIALS THAT ARE NOT ON THE APPROVED LIST, IMPROPERLY INSTALLED, NOT MAINTAINED, DAMAGED BY THE CONTRACTOR AND/OR SUB-CONTRACTORS.
4. RECP MUST BE FLUSH AND IN CONTACT WITH THE SOIL AND NOT RAISED BY CLUMPS, WEEDS, STICKS, ETC. AND MUST BE STAPLED SECURELY.
5. ALL RECP DAMAGED BY CONTRACTOR AND/OR SUBCONTRACTORS SHALL BE REPAIRED WITHIN THREE (3) CALENDAR DAYS OF THE DAMAGE OCCURRENCE AT NO ADDITIONAL COST TO THE OWNER.
6. AS PART OF FINAL STABILIZATION, WOODEN STAKES TO BE REMOVED AND FIBER LOG MULCH NETTING CUT OPEN ALONG ENTIRE LENGTH.

INLET PROTECTION NOTES (IMPERVIOUS SURFACES):

1. PRODUCT SHALL BE SEDIGUARD INLET FILTER DEVICE MANUFACTURED / FABRICATED BY EARTH SUPPORT SYSTEMS, OR AN APPROVED EQUAL.
2. INLET GRATING SURFACE SHALL BE CLEANED OF DEBRIS PRIOR TO INSTALLATION.
3. FILTER SHALL EXTEND A MINIMUM OF ONE INCH PAST ALL SIDES OF GRATE.
4. FOR INLETS WITH VERTICAL OPENING IN CURB, FOLD FILTER UNIT TO 90 DEGREE ANGLE SO AS TO FIT SNUGLY INTO OPENING.
5. FILTER SHALL BE SECURELY FASTENED TO INLET GRATES PER MANUFACTURER'S RECOMMENDATIONS.
6. FILTER UNITS SHALL BE INSPECTED AFTER EACH RAINFALL EVENT. FILTERS SHALL BE CLEANED TO REMOVE SURFACE DEBRIS. REMOVED SEDIMENT AND DEBRIS SHALL BE LEGALLY DISPOSED OF AS UNSUITABLE MATERIAL OR CONSTRUCTION DEBRIS.

NOTES:

1. MODIFICATIONS MAY BE REQUIRED TO MEET FIELD CONDITIONS.
2. PROPOSED DRAINAGE PIPES SHALL BE SIZED WITH SUFFICIENT CAPACITY TO CARRY DITCH FLOWS.
3. ALTERNATIVE WAYS OF TRANSPORTING DITCH DRAINAGE ACROSS CONSTRUCTION ENTRANCES MAY BE PROPOSED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER.
4. ALL WORK TO CONSTRUCT THE STABILIZED ENTRANCE, INCLUDING GRADING, DRAINAGE PIPE, EXCAVATION, FILL, GEOTEXTILE, CRUSHED STONE, GRAVEL, CORRUGATED STEEL PANELS SHALL BE INCLUDED IN THE LUMP SUM BID.
5. GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA OF STABILIZED CONSTRUCTION ENTRANCE PRIOR TO PLACING STONE. STONE SHALL BE 1"-4" DIAMETER OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
6. ALL SURFACE WATER SHALL BE DIVERTED AWAY FROM CONSTRUCTION ENTRANCE. A MOUNTABLE BERM WITH 5:1 SLOPE IS PERMITTED.
7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA WITH STONE AND WHICH DRAINS ONTO AN APPROVED SEDIMENT TRAPPING DEVICE (OR CORRUGATED STEEL PANELS).
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE DONE REGULARLY AND FOLLOWING EACH RAINFALL.



EROSION AND SEDIMENT CONTROL FOR ALL DISTURBED AREAS TEMPORARY OR PERMANENT
NOT TO SCALE

FIBER ROLL APPLICATION NOTES:

- A. THE PRIMARY PURPOSE OF A FIBER ROLL DIKE IS TO REDUCE RUNOFF VELOCITY AND TRAP SEDIMENT. VELOCITY IS REDUCED, WATER IS IMPOUNDED BEHIND THE MEASURE, AND SEDIMENT FALLS OUT OF SUSPENSION.
- B. FIBER ROLL DIKES CAN BE USED IN SENSITIVE AREAS WHERE CONTROL OF WEEDS AND INVASIVE PLANT SPECIES IS DESIRED.
- C. FIBER ROLL DIKE SHALL BE INSTALLED ON A LINE OF EQUAL ELEVATION (CONTOUR). THEY MAY BE INSTALLED AT INTERMEDIATE POINTS UP SLOPES AS WELL AS AT THE BOTTOM, AS SHOWN IN THE DETAIL. THE ENDS SHALL CURVE UP SLIGHTLY (6") TO IMPOUND RUNOFF.
- D. FIBER ROLLS SHALL NOT BE USED IN OR ACROSS A FLOWING NATURAL CHANNEL.
- E. FIBER ROLLS ARE NOT TO BE INSTALLED SO THAT RUNOFF WILL FLOW ALONG THE FIBER ROLL IN A CONCENTRATED MANNER.

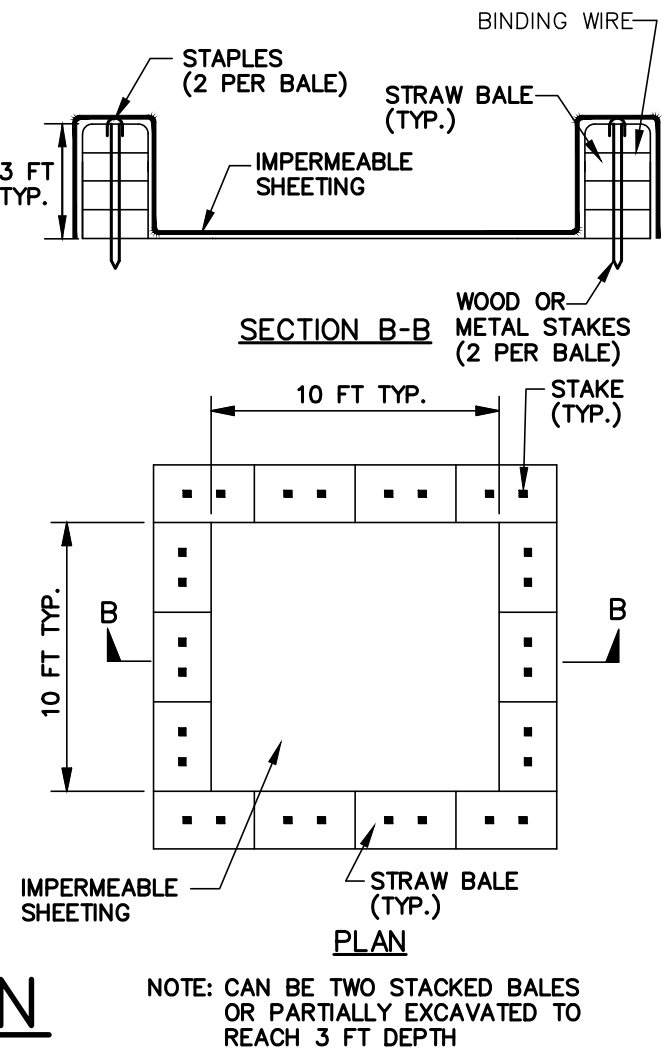
FIBER ROLL GENERAL NOTES:

1. FIBER ROLL DIKE SHALL BE PLACED A MINIMUM OF 2 FEET FROM TOE OF SLOPE, (5 FEET PREFERRED), TO PROVIDE ADEQUATE AREA FOR SEDIMENT STORAGE AND TO FACILITATE MAINTENANCE OF THE SEDIMENT CONTAINMENT AREA.
2. POSTS MAY BE 1.5" x 1.5" (MINIMUM) HARDWOOD, 1.5" x 3.5" (MINIMUM) SOFTWOOD, OR 2kg/m (MIN) STEEL. SPACING SHALL BE 36" (MAXIMUM) BETWEEN STAKES.
3. MEASURES SHALL BE INSPECTED EVERY SEVEN (7) CALENDAR DAYS, AFTER EACH RAINFALL OF 0.5" OR MORE WITHIN A 12 HOUR PERIOD, OR DAILY DURING PROLONGED RAINFALL. MEASURES SHALL BE CLEANED AND REPAIRED AS REQUIRED.
4. SEDIMENT SHALL BE REMOVED WHEN ACCUMULATION REACHES ONE-HALF OF THE MEASURE HEIGHT. SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIAL.
5. DRAINAGE AREAS: MAXIMUM DRAINAGE AREA TRIBUTARY TO 100' OF FIBER ROLL SHALL BE 0.5 ACRE
6. THE FOLLOWING ARE MAXIMUM SLOPE LENGTHS TO FIBER ROLL MEASURES:

SLOPE	LENGTH
1:2	25'
1:3	80'
1:4	130'
1:5	200'

NOTES:

1. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
2. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
3. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
4. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
5. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.



CONCRETE WASHOUT APRON
NOT TO SCALE

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ENGINEER: BARTON & LOGUIDICE (B&L) 1104 FERNWOOD AVENUE, SUITE 501 CAMP HILL, PA 17011 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

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CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
EROSION CONTROL DETAILS
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

Barton & Loguidice, D.P.C.

STATE OF NEW YORK
DONALD R. FLETCHER
No. 075248
REGISTERED PROFESSIONAL ENGINEER

Date
SEPTEMBER 2016

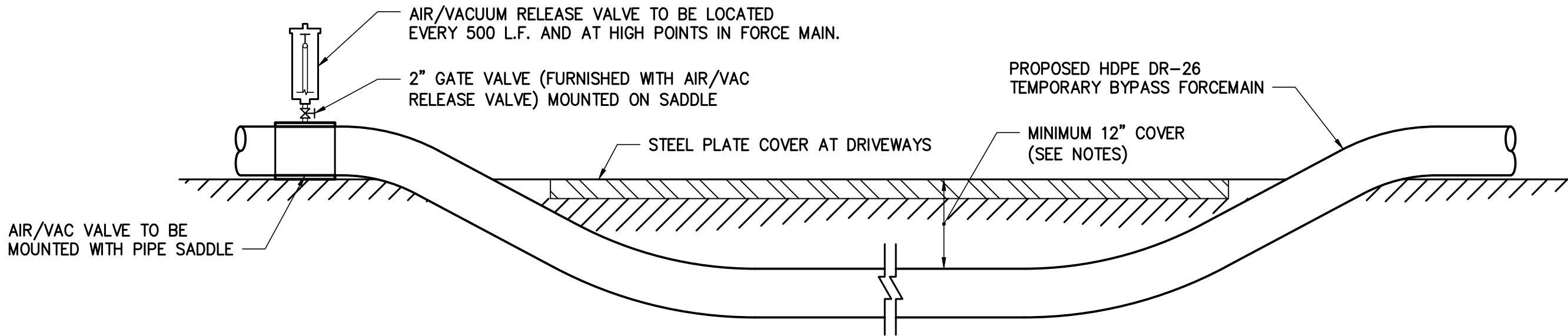
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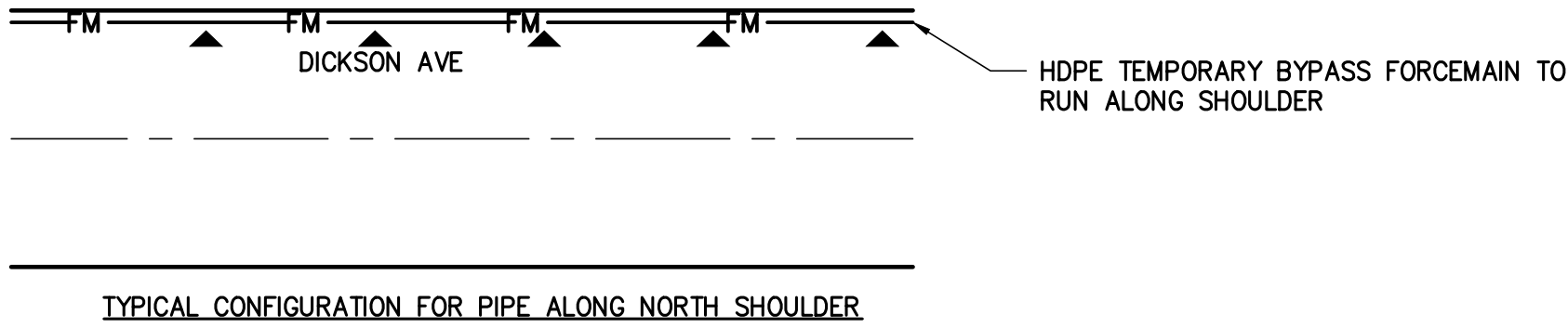
Project Number
1352.003.001-1

NOTES:

1. FOR LOCATIONS WHERE TEMPORARY BYPASS WILL GO BELOW GRADE, THE PAVEMENT SHALL BE SAWCUT AND EXCAVATE A TRENCH TO PROVIDE A MINIMUM COVER OF 12" OR A SUFFICIENT DEPTH OF COVER TO ADEQUATELY PROTECT THE PIPE FOR THE TEMPORARY BYPASS FORCEMAIN.
2. THE TEMPORARY BYPASS PIPE WILL BE BROUGHT BELOW GRADE BY DEFLECTING THE PIPE OVER AN APPROXIMATE DISTANCE OF 10'-20' AS REQUIRED TO PROVIDE MINIMUM 12" COVER.
3. THE TEMPORARY BYPASS PIPE TRENCH WILL BE BACKFILLED WITH TYPE II SUB-BASE APPROPRIATE BACKFILL MATERIAL AND COMPACTED.
4. RESTORE ALL SURFACES TO AS GOOD OR BETTER BEFORE CONSTRUCTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY WORK.
5. ROAD PLATES SHALL BE PINNED DOWN IN HEAVY TRAFFIC AREAS (i.e. N.Y.S.D.O.T. DRIVEWAYS). ROUTE 9W AND ROBINSON AVENUE SHALL HAVE ASPHALT RAMPS AT 1:12.



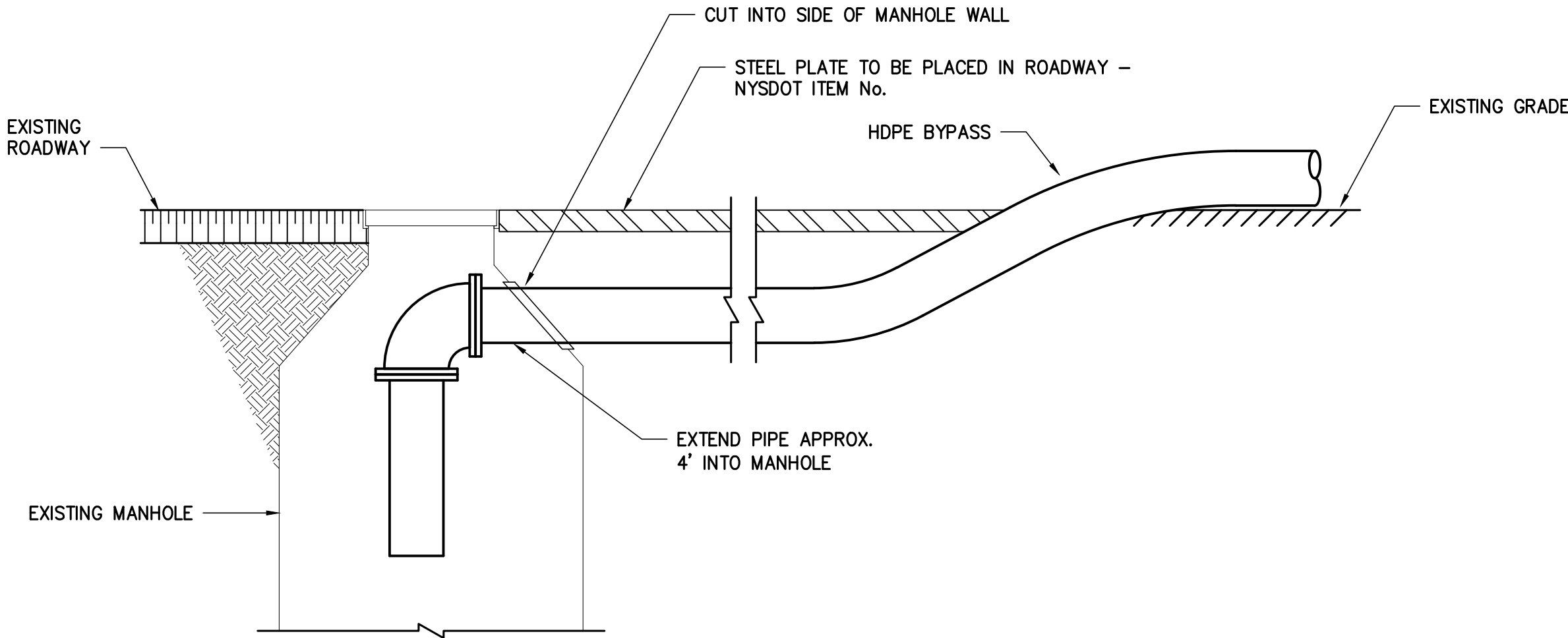
TEMPORARY BYPASS BELOW GRADE CONFIGURATION
NOT TO SCALE



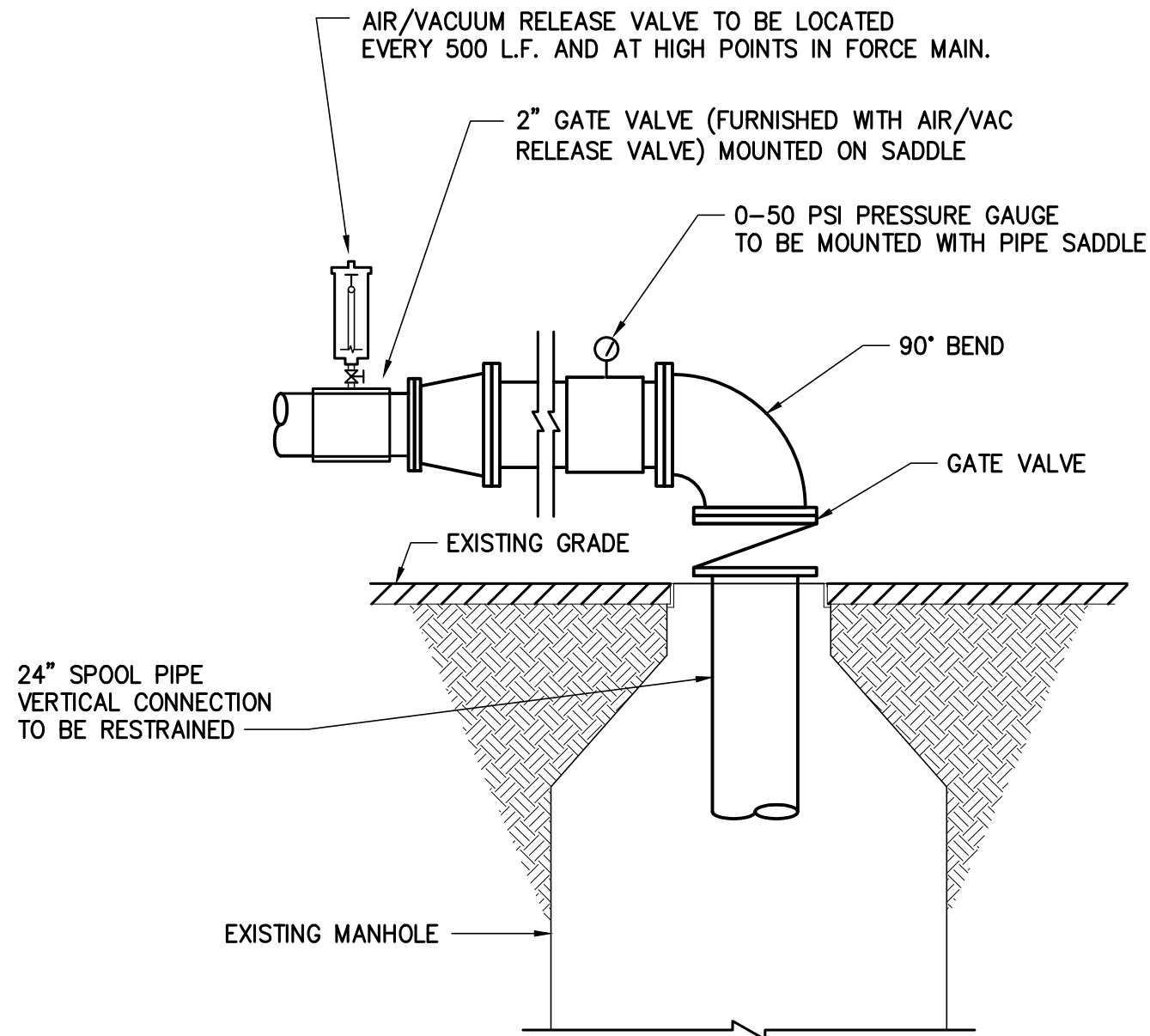
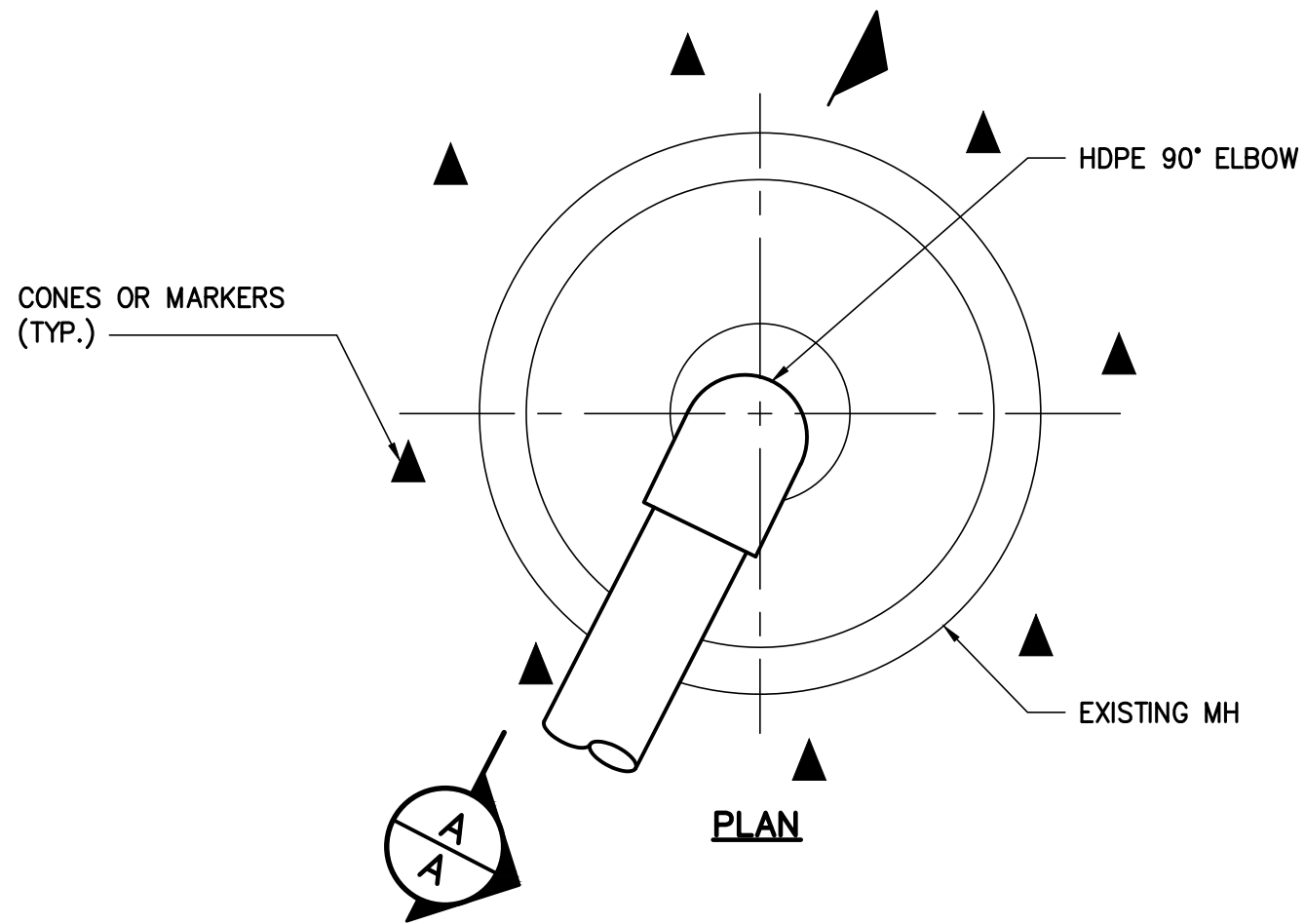
ABOVE GRADE FORCEMAIN TRAFFIC CONE CONFIGURATION
NOT TO SCALE

NOTES:

1. ALL CONES SHALL BE PLACED SO AS TO NOT INTERFERE WITH MINIMUM 11' WIDE TRAVEL LANE. THE CONTRACTOR SHALL MAKE CERTAIN PLACEMENT OF CONES DO NOT INTERFERE WITH SIGHT DISTANCE.
2. TYPICAL SPACING SHALL BE APPROXIMATELY 1-FOOT PER MILE PER HOUR (MPH) OF APPROACH SPEED (i.e. 30 MPH - 30-FOOT SPACING), WITH A MAXIMUM OF 40' SPACING, UNLESS OTHERWISE DIRECTED.
3. SANDBAGS WILL BE USED TO RESTRAIN FORCEMAIN AT THE SURFACE TO PREVENT HORIZONTAL MOVEMENT AS NEEDED.



TEMPORARY BYPASS DISCHARGE
AT EXISTING MANHOLE
NOT TO SCALE



CROSS-SECTION A-A
TEMPORARY BYPASS SECTION
AT MANHOLE
NOT TO SCALE

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CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGUIDICE (B&L) 1104 FERNWOOD AVENUE SUITE 501 GAITHERSBURG, MD 20878 (717) 737-8326 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

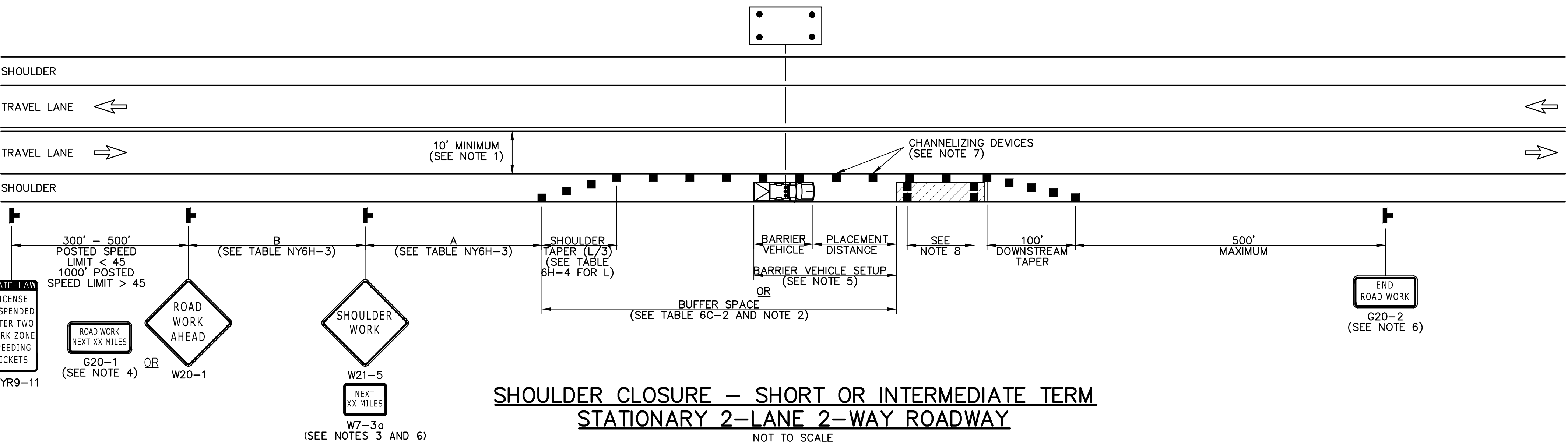
NO.	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
SEWER FLOW CONTROL DETAILS
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton
Loguidice, D.P.C.



Date
SEPTEMBER 2016
Scale
AS SHOWN
Sheet Number
G-13
Project Number
1352.003.001-1

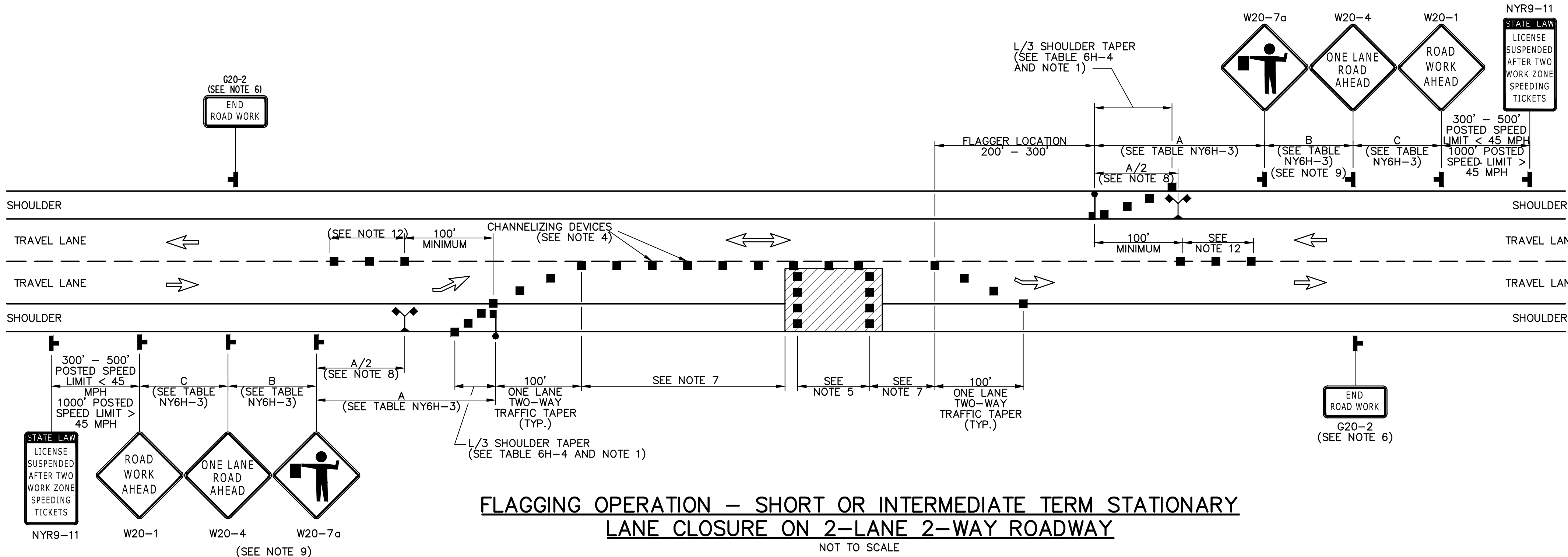


SHOULDER CLOSURE NOTES:

1. WHEN THE MINIMUM LANE WIDTH OF 10' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM STATIONARY FLAGGING OPERATION.
2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.
3. WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK IS 2 MILES TO 5 MILES, A SUPPLEMENTAL DISTANCE PLAQUE (W7-3a) SHOULD BE USED WITH THE SHOULDER WORK SIGN (W21-5).
4. THE ROAD WORK NEXT XX MILES SIGN (G20-1) MAY BE USED INSTEAD OF THE ROAD WORK AHEAD SIGN (W20-1) IF WORK LOCATIONS OCCUR OVER A DISTANCE OF MORE THAN 2 MILES.
5. FOR BARRIER VEHICLE USE REQUIREMENTS SEE TABLE NY1-A AND NY2-A ON THE STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGENDS AND NOTES".
6. IN THOSE SITUATIONS WHERE MULTIPLE WORK LOCATIONS EXIST WITHIN A LIMITED DISTANCE MAKE IT PRACTICAL TO PLACE STATIONARY SIGNS, THE DISTANCE BETWEEN THE ADVANCE WARNING SIGN AND WORK SHALL NOT EXCEED 5 MILES.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
9. CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.

LANE CLOSURE NOTES:

1. WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
5. TRANSVERSE DEVICES SHALL BE REQUIRED (AS PER 619 STANDARD SPECIFICATIONS) WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 1500'.
6. THE END ROAD WORK SIGN (G20-2) SHALL BE PLACED A MAXIMUM OF 500' PAST THE END OF THE WORK SPACE.
7. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
8. THE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY 1/2 THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
9. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
10. FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
11. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6" STAFF.
12. CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
13. CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.



FLAGGING OPERATION - SHORT OR INTERMEDIATE TERM STATIONARY LANE CLOSURE ON 2-LANE 2-WAY ROADWAY

TABLE NY2-A PLACEMENT DISTANCE FOR BARRIER VEHICLES					
PRECONSTRUCTION POSTED SPEED LIMIT(MPH)	PLACEMENT DISTANCE (FT.)				
	BARRIER VEHICLES*				
	(18000 LBS.)	(24000 LBS.)	(18000 LBS.)	(24000 LBS.)	(18000 LBS.)
> 55	100 FT.	200 FT.	100 FT.	200 FT.	200 FT.
45 - 55	100 FT.	200 FT.	85 FT.	165 FT.	165 FT.
< 45	85 FT.	165 FT.	50 FT.	100 FT.	100 FT.

* AS DEFINED IN NYSDOT STANDARD SPECIFICATION 619:

BARRIER VEHICLE - VEHICLE USED FOR STATIONARY SHOULDER CLOSURES, LANE CLOSURES, AND OTHER STATIONARY WORK ZONES.

MINIMUM DISTANCE SHOWN REFLECTS THE ACTUAL ROLL AHEAD DISTANCE FROM MANUFACTURER.

WORK DURATION DEFINITIONS:

LONG-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

INTERMEDIATE-TERM STATIONARY IS WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR.

MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY.

TABLE 6C-2 LONGITUDINAL BUFFER SPACE	
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE
25	155 FT.
30	200 FT.
35	250 FT.
40	305 FT.
45	360 FT.
50	425 FT.
55	495 FT.
60	570 FT.
65	645 FT.

TABLE 6H-4 FORMULAS FOR DETERMINING TAPER LENGTHS													
SPEED LIMIT (S) (MPH)		TAPER LENGTH (L) (FT.)		L = TAPER LENGTH W = WIDTH OF OFFSET (FT.) S = PRECONSTRUCTION POSTED SPEED LIMIT (MPH)									
(40 MPH) OR LESS		L = WS ² /60											
(45 MPH) OR MORE		L = WS											
STANDARD TAPER LENGTHS													
LATERAL SHIFT OF TRAFFIC FLOW PATH	TEMPORARY TRAFFIC CONTROL ZONE POSTED SPEED LIMIT												
	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH	70 MPH	75 MPH	80 MPH	85 MPH
4	45	60	85	110	180	200	220	240	260	280			
5	55	75	105	135	225	250	275	300	325	350			
6	65	90	125	160	270	300	330	360	390	420			
7	75	105	145	190	315	350	385	420	455	490			
8	85	120	165	215	360	400	440	480	520	560			
9	95	135	185	240	405	450	495	540	585	630			
10	105	150	205	270	450	500	550	600	650	700			
11	115	165	225	295	495	550	605	660	715	770			
12	125	180	245	320	540	600	660	720	780	840			

TABLE 619-4 FLARE RATES FOR POSITIVE BARRIER	
TYPE OF POSITIVE BARRIER	POSTED SPEED LIMIT
	30 MPH 40 MPH 50 MPH 55 MPH 65 MPH
TEMPORARY CONCRETE BARRIER	8:1 11:1 14:1 16:1 20:1
BOX BEAM OR HEAVY POST CORR. BEAM	7:1 9:1 11:1 12:1 15:1

TABLE NY6H-3 ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DIST. BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (I 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (w 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
EXPRESSWAY / FREEWAY	1000	1500	2640	1 MILE	1/2 MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA) SIDEWALKS, BICYCLE USAGE, CURBING, CLOSED DRAINAGE SYSTEMS, DRIVEWAY DENSITIES GREATER THAN 24 DRIVEWAYS PER MILE, MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS PER MILE OR GREATER, MAJOR COMMERCIAL DRIVEWAYS, NUMEROUS RIGHT OF WAY CONSTRAINTS, HIGH DENSITY OF CROSS STREETS, 85TH PERCENTILE SPEEDS OF 45 MPH OR LESS.

RURAL: ANY AREA NOT EXHIBITING MORE THAN ONE OF THE ABOVE CHARACTERISTICS.

EXPRESSWAY: DIVIDED HIGHWAYS FOR TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS.

FREEWAYS/INTERSTATE: LOCAL OR INTER REGIONAL HIGH-SPEED, DIVIDED, HIGH-VOLUME FACILITIES WITH FULL OR PARTIAL CONTROL OF ACCESS.

LEGEND	
SYMBOL	DESCRIPTION
	CHANNELIZING DEVICE
	DIRECTION OF TRAFFIC
	FLAGGER
	FLAG TREE
	SIGN, TEMPORARY
	TYPE III BARRICADE
	WORK SPACE
	TYPE 'A' FLASHER

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CONTRACT DRAWINGS
OWNER: BARTON & LOGSDON (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 731-4328 (PHONE) (717) 737-4329 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

%7 EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
WORK ZONE TRAFFIC CONTROL
LANE AND SHOULDER DETAILS
ORANGE COUNTY, NEW YORK

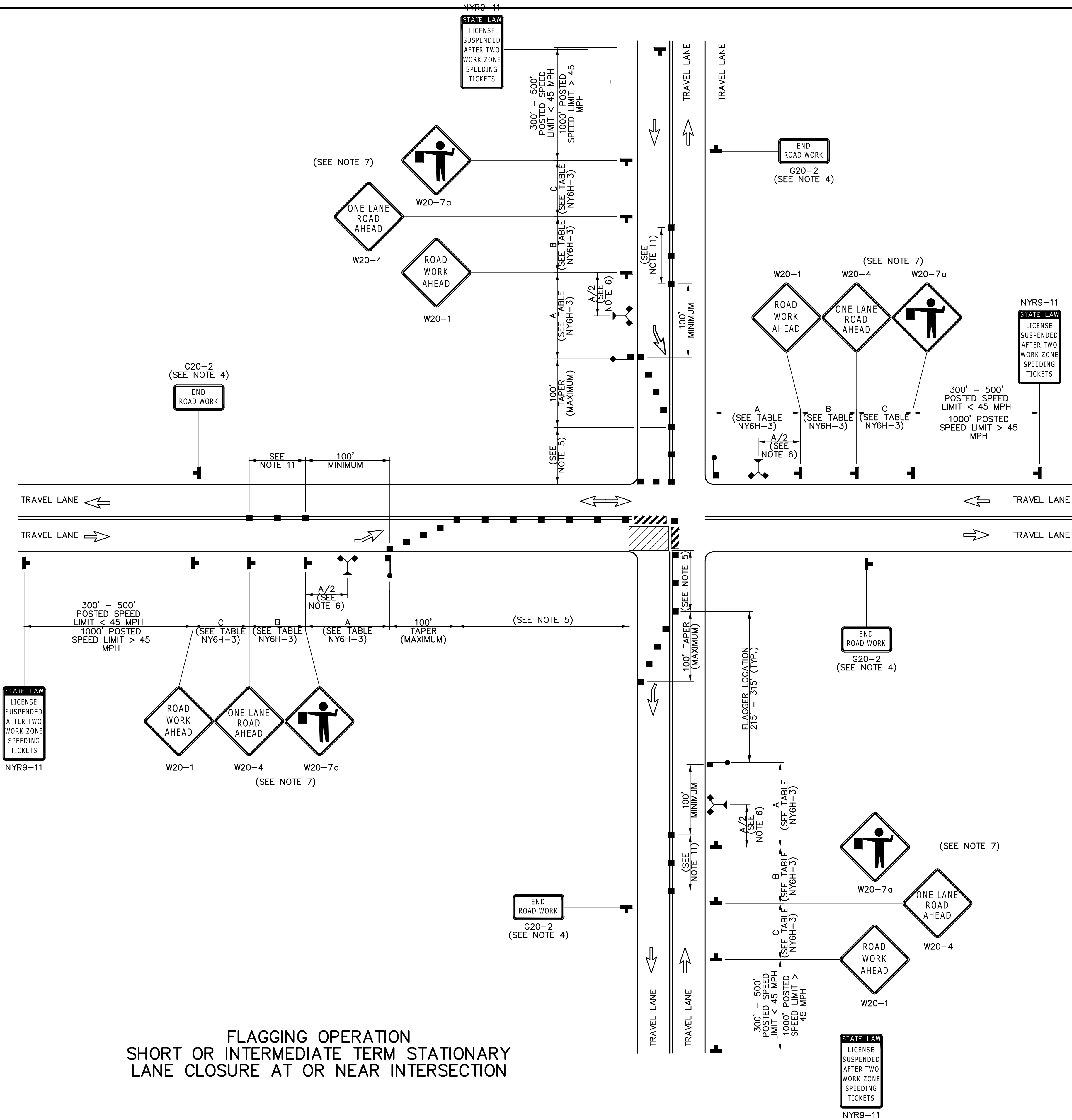
Barton & Logsdon, D.P.C.
Professional Engineer



Date
SEPTEMBER 2016
Scale
AS SHOWN
Sheet Number
G-14
Project Number
1352.003.001-1

Plotted: Mar 22, 2018 - 1:58PM
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Drawn by KPS/JCM/SMR Designed by BLS In charge of DHF
Checked by ATE

FLAGGING OPERATION
SHORT OR INTERMEDIATE TERM STATIONARY
LANE CLOSURE AT OR NEAR INTERSECTION



- NOTES:**
- AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
 - WHEN PAVED SHOULDERS HAVING A WIDTH OF 8' OR MORE ARE CLOSED, CHANNELIZING DEVICES SHALL BE USED TO CLOSE THE SHOULDER IN ADVANCE TO DELINEATE THE BEGINNING OF THE WORK AREA AND DIRECT VEHICULAR TRAFFIC TO REMAIN IN THE TRAVEL WAY.
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 - THE FLAG TREE SHALL BE LOCATED ON THE SHOULDER, AT APPROXIMATELY HALF THE DISTANCE BETWEEN THE FLAGGER SIGN (W20-7a) AND THE FLAGGER.
 - FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.
 - FLAGGER AND FLAG TREE SHALL BE ILLUMINATED TO LEVEL II ILLUMINATION DURING NIGHT TIME OPERATIONS.
 - ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF.
 - ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
 - CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
 - NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
 - FOR PEDESTRIAN DETOUR ACCOMMODATIONS REFER TO THE STANDARD SHEETS TITLED "SIDEWALK DETOUR OR DIVERSION" AND "CROSSWALK CLOSURE AND PEDESTRIAN DETOUR".
 - CITY POLICE AND FIRE SHALL BE MADE AWARE OF ALL LANE AND STREET CLOSURES DAILY SO THEY ARE ABLE TO BE PREPARED TO APPROPRIATELY REROUTE IN THE EVENT OF AN EMERGENCY.

TABLE NY6H-3 ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DIST. BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (1 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
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EXPRESSWAY / FREEWAY	1000	1500	2640	1 MILE	1/2 MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA) SIDEWALKS, BICYCLE USAGE, CURBING, CLOSED DRAINAGE SYSTEMS, DRIVEWAY DENSITIES GREATER THAN 24 DRIVEWAYS PER MILE, MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS PER MILE OR GREATER, MAJOR COMMERCIAL DRIVEWAYS, NUMEROUS RIGHT OF WAY CONSTRAINTS, HIGH DENSITY OF CROSS STREETS, 85TH PERCENTILE SPEEDS OF 45 MPH OR LESS.

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LEGEND	
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	FLAG TREE
	SIGN, TEMPORARY
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CONTRACT DRAWINGS

ENGINEER: BARTON AND LOGSDON (B&L) 1104 FERNWOOD AVENUE SUITE 501 CAMP HILL, PA 17011 (717) 737-8328 (PHONE) (717) 737-8328 (FAX)

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

No.	EFC COMMENTS

CITY OF NEWBURGH
WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS PROJECT
CONTRACT 1 - GENERAL CONSTRUCTION - BID #9.16
WORK ZONE TRAFFIC CONTROL
ROADWAY INTERSECTION DETAILS
ORANGE COUNTY, NEW YORK
CITY OF NEWBURGH

Barton & Logsdon, D.P.C.
Professional Engineer
No. 075248
State of New York
Professional Engineer

Date
SEPTEMBER 2016

Scale
AS SHOWN

Sheet Number
G-15

Project Number
1352.003.001-1

RESOLUTION NO.: 266 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH VEPO CROSSCONNEX, LLC
FOR BACKFLOW DEVICE TESTING MANAGEMENT SOFTWARE**

WHEREAS, the City of Newburgh wishes to execute an agreement with Vepo Crossconnex, LLC install backflow device testing management software for use in connection with its water supply system; and

WHEREAS, the software will improve compliance and efficiency with the backflow device monitoring as required by law; and

WHEREAS, the cost for such proposal is to be derived from a user fee; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized accept the proposal and to execute an agreement, with other provisions as Corporation Counsel may require, with Vepo Crossconnex, LLC to install backflow device testing management software for use in connection with its water supply system.

SERVICE AGREEMENT

This Software Agreement (this “Agreement”) is made as of April 4, 2018 (the “Effective Date”), between VEPO CROSSCONNEX, a New York limited liability company with a place of business at 3 West Main Street, Elmsford, New York 10523 (“Vendor”), and THE CITY OF NEWBURGH, a New York corporation with a place of business at 83 Broadway, Newburgh, NY 12250, (“Customer”) (each of Vendor and Customer, a “Party”; together, the “Parties”).

1. Definitions.

- (a) “Services” refers to the services provided by Vendor as described in Exhibit A.
- (b) “Responsibilities” refers to the responsibilities undertaken by Customer as described in Exhibit B.
- (c) “Consideration” refers to the consideration to be provided to Vendor by Customer as described in Exhibit C.
- (d) “Customer Data” refers to data in electronic form input or collected through the Services by or from Customer.
- (e) “Authorized Representative” refers to an individual selected by The City of Newburgh to represent the City on all legal and financial decisions. VEPO CrossConnex Authorized representative will be the majority share-holder of the company stock.
- (f) VEPO CROSSCONNEX Software refers to Backflow device testing management software developed by VEPO CrossConnex.
- (g) VEPO CROSSCONNEX Mobile Application refers to mobile software application capable of capturing backflow device testing results and transferring that data to the VEPO CrossConnex hosted servers to be accessed by CrossConnex personnel and the The City of Newburgh.

2. Service & Payment.

- (a) *Services.* Vendor will provide the Services to Customer and Customer will undertake the Responsibilities pursuant to the terms of this Agreement.
- (b) *Payment.* “Backflow Testers” will provide Vendor the Consideration as payment for the Services pursuant to the terms of this agreement.

3. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Customer’s prior written consent, Vendor: (i) will not access or use Customer Data other than as necessary to facilitate the Services; and (ii) will not give any third-party access to Customer’s Data. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer’s expense.
- (b) *Customer’s Rights.* Customer possesses and retains all right, title, and interest in and to Customer’s Data, and Vendor’s use and possession thereof is solely as Customer’s agent.

4. Term & Termination.

- (a) *Term*. This Agreement will continue for 36 months following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of 36 months, unless either party notifies the other of its intent not to renew 90 days or more days before the beginning of the next Term.
- (b) *Termination for Cause*. Either party may terminate this Agreement for material breach by written notice, effective in 30 days unless the other party first cures such breach.
- (c) *Effects of Termination*. The following provisions will survive termination of this Agreement: (i) any obligation of Customer to pay for Services rendered before termination; (ii) Disclaimer and Limitation of Liability provisions; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

5. **Miscellaneous.**

- (a) **Disclaimer.** Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND VENDOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Vendor does not warrant that the Services will perform without error or immaterial interruption.
- (b) **Limitation of Liability.** IN NO EVENT: (a) WILL VENDOR have any LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND (b) WILL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If the applicable law limits the application of the provisions of this Section, Vendor’s liability will be limited to the maximum extent permissible.
- (c) *Independent Contractors*. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver*. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure*. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.

- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed solely by the internal laws of the State of New York, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of New York, NY.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Vendor

Name: _____

Signature: _____

Title: _____

Date: _____

Customer

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit A

Vendor Provided Services

- Install and implement cloud-based software on VEPO CROSSCONNEX hosted servers.
- Upload THE CITY OF NEWBURGH backflow device database to VEPO CROSSCONNEX software.
- Notify certified backflow testers in the area that VEPO CROSSCONNEX Software is being utilized by THE CITY OF NEWBURGH.
- Receive all backflow tests submitted through the VEPO CROSSCONNEX Mobile Application from certified backflow testers.
- Monitor daily progress of device testing compliance progress system-wide.
- Set up notification for future tests due the following year, notifications to be sent thirty (30) days prior, fifteen (15) days prior, and day of the due date.
- Provide semi-annual reports as required by Orange County.
- Provide software support and 3 days of on-site or WebEx training.
- Provide all maintenance and updates of VEPO CROSSCONNEX Software as needed.
- Maintain database changes in the VEPO CROSSCONNEX Software.
- Collect submittal fee from certified backflow testers for every test that is submitted.

Exhibit B

Customer Responsibilities

- Collect water supply customer data for notification including cell phone number and email addresses.
- Provide backflow device database.
- Notify certified backflow testers in the area that VEPO CROSSCONNEX Software is being utilized by THE CITY OF NEWBURGH.
- Send out a first notification to the water supply customer indicating their backflow test is due. Notification shall include a VEPO CROSSCONNEX number that is linked to an account number and instructions to the fact that VEPO CROSSCONNEX will be used to submit test.
- Send notification to seriously delinquent water supply customers with expired test via mail or the VEPO CROSSCONNEX Software.

Exhibit C

Consideration

- \$15/per-test certified backflow tester submittal fee.
 - Based on 300 backflow tests.
- Beginning month 25 of contract agreement, software fees to backflow testers will be adjusted annually to reflect increases in the Consumer Price Index (CPI) for all Urban Consumers, U.S. City Average.

RESOLUTION NO.: 267 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE TRUSTEES OF COLUMBIA UNIVERSITY TO
ALLOW USE AND ACCESS TO 191 SOUTH STREET (SECTION 18, BLOCK 2, LOT 42)
FOR A TEMPORARY POP-UP PARK DEMONSTRATION PROJECT**

WHEREAS, the Trustees of Columbia University, in coordination with Scenic Hudson, Inc. and the Blacc Vanilla Community Foundation, has requested the use of and access to City-owned property located at 191 South Street, more accurately described as Section 18, Block 2, Lot 42 on the official Tax Map of the City of Newburgh, for the purpose of creating a pop-up park to demonstrate uses for vacant lots; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for the purpose of creating a temporary pop-up park to demonstrate uses for vacant lots 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 license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with the Trustees of Columbia University to allow use of and access to City-owned property located at 191 South Street (Section 18, Block 2, Lot 42) for the purpose of creating a pop-up park to demonstrate uses for vacant lots.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

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

THE GRADUATE SCHOOL OF ARCHITECTURE, PLANNING AND PRESERVATION AT THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, an institution of higher learning, with an address of 1172 Amsterdam Avenue, New York, NY 10027 ("Licensee").

WHEREAS, the City is the owner of a parcel of vacant land located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon the Property for the purpose of making modest improvements for the benefit of the public and to be used for passive outdoor use and recreation purposes; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. The City hereby represents that it owns certain real property located at 191 South Street in the City of Newburgh, and more accurately described as Section 18, Block 2, Lot 42, on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's Property, as herein described, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install temporary improvements, perform maintenance and repairs to property owned by Licensor and for the benefit of the public for passive outdoor use and recreation purposes and any and all other work appurtenant thereto.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to construct and install such temporary improvements and to perform ongoing maintenance and repairs on a timely basis for the public benefit for passive outdoor use and recreation purposes as proposed by the Licensee in such location and position and as to any such work upon or under the Property in such manner as will be satisfactory to Licensor (collectively, such construction, installation, maintenance and repairs, the "Work"). Licensee agrees to perform the Work in such manner as will comply fully with the provisions of all laws, ordinances, including

but not limited to Section 220-26 of the City Code of Ordinances regulating the hours of use of City parks and recreation areas, or other lawful authorities, obtaining any and all permits required thereby. Licensee shall give no less than forty-eight (48) hours advance notice of its commencement of the Work on the Property to the City Planner after obtaining all necessary permits and authorizations and shall have duly authorized representatives on-site during all meetings and events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the temporary installation and restore the Property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted. All Work by Licensee and its agents, employees and contractors shall be approved by the Superintendent of Public Works and the City Planner.

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

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

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

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

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

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

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

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire and terminate on the earlier of August 31, 2019 or the sale of the property by Licensor to a third party.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party. Nothing in this section shall preclude Licensee from contracting with volunteers and community organizations to perform general maintenance tasks during the term of the License.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 7, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license unless the City Planner otherwise directs. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh

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

With a copy to:
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
The Graduate School of Architecture, Planning and Preservation
Attn: Janet Reyes
1172 Amsterdam Avenue
New York, NY 10027

With a copy to:
General Counsel
Columbia University
535 West 116th Street
New York, NY 10027

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 14. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

City Comptroller

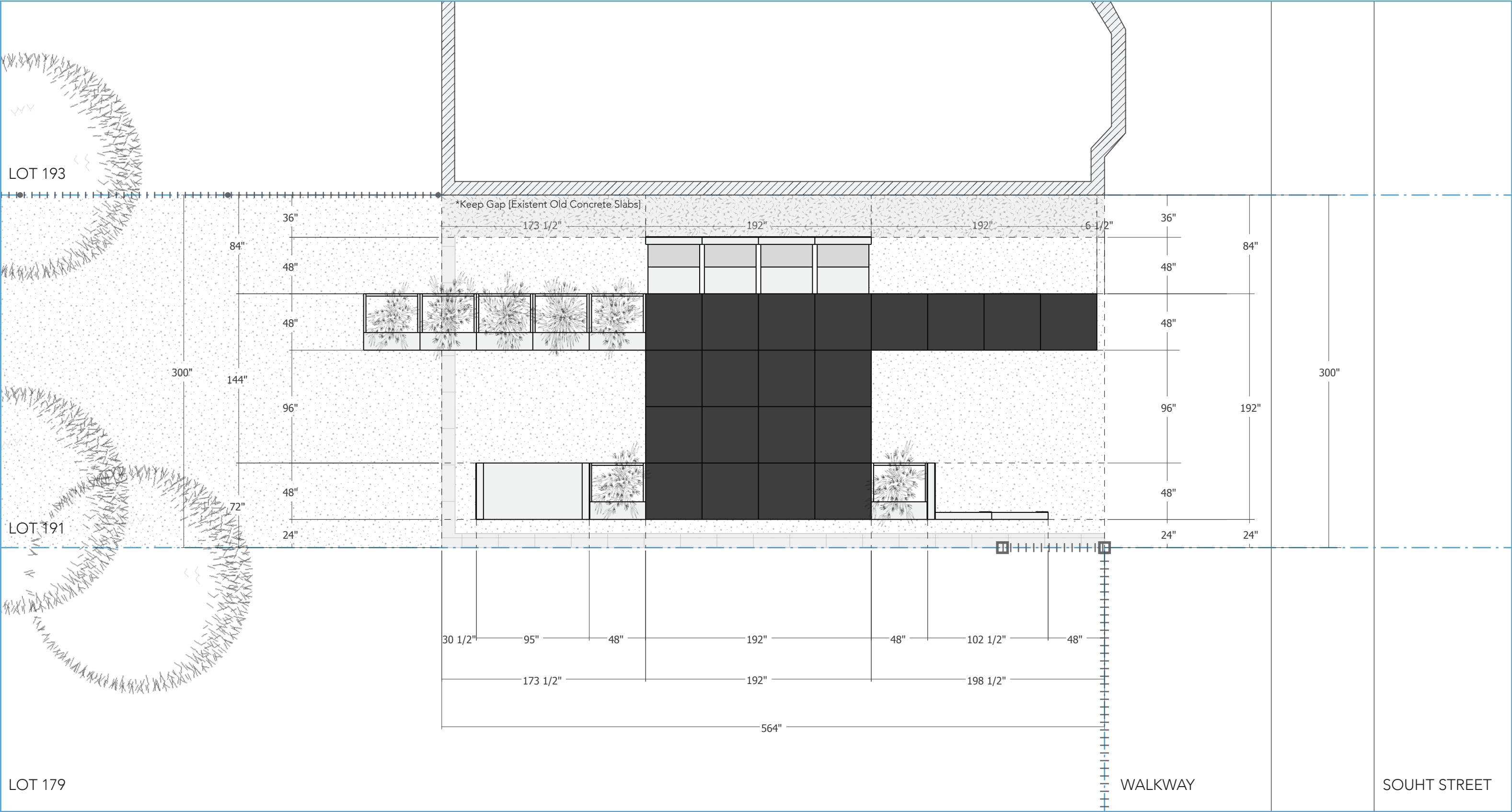
[SOCIAL LOT] NEWBURGH VACANT LOT

CONTEXTUAL MAP:
City-owned vacant land in Newburgh.



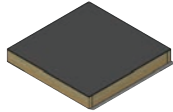
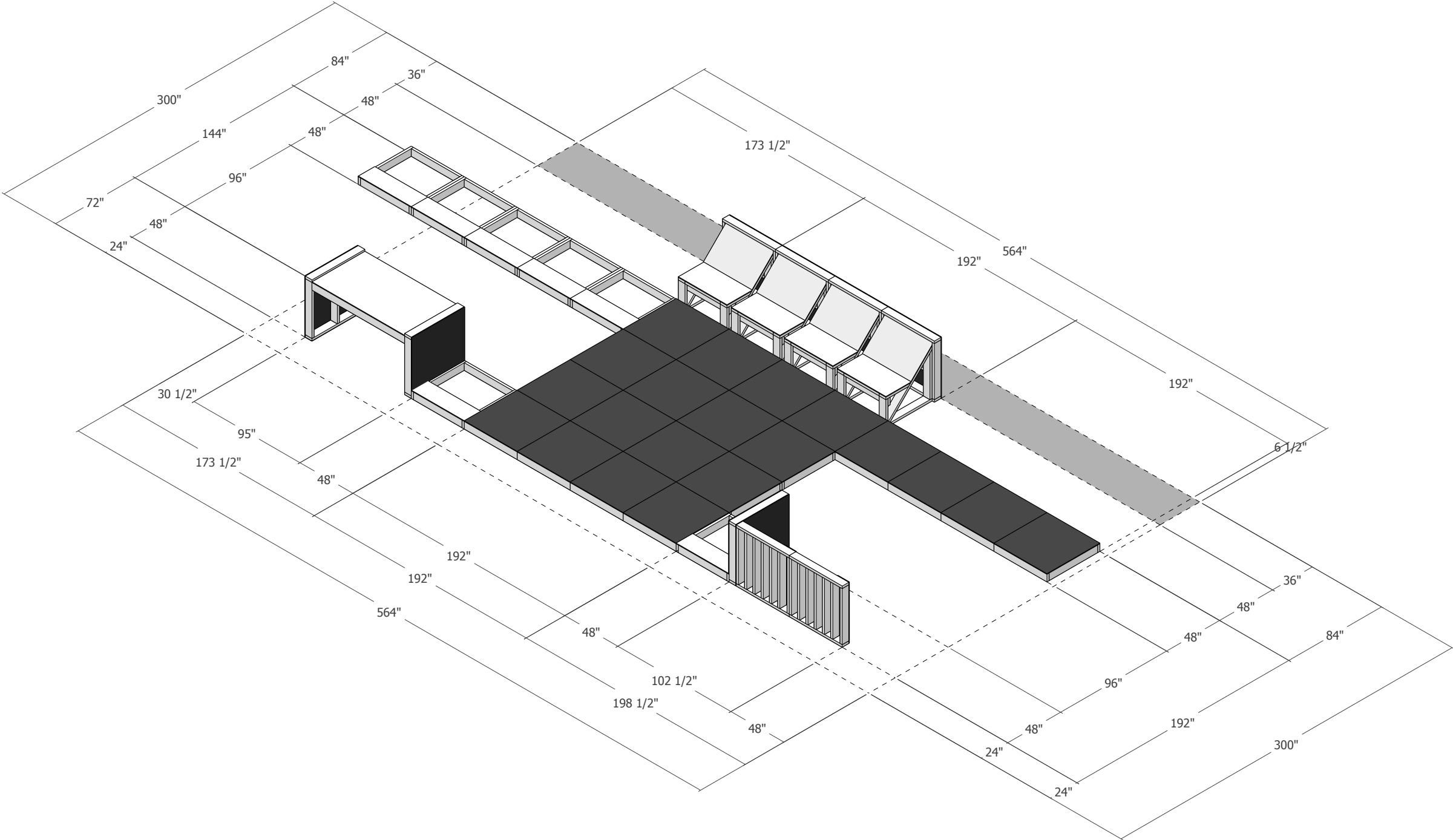
[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

THE SOCIAL LOT:
Create a meeting space for the block and the neighborhood with
simple modular outdoor elements and furniture in a vacant land.



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

POP UP MATERIALS:
Modular wood Pop Up installation using
2"x 6" wood, Plywood Pine, Sealer and Chalkboard Paint.



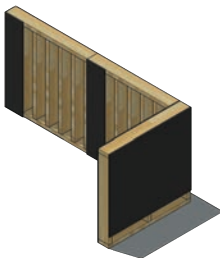
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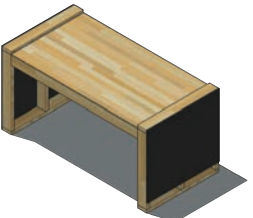
Planter x 7



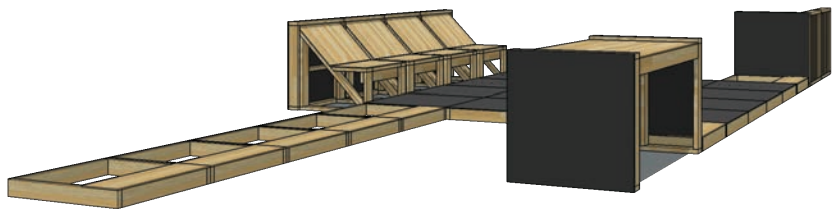
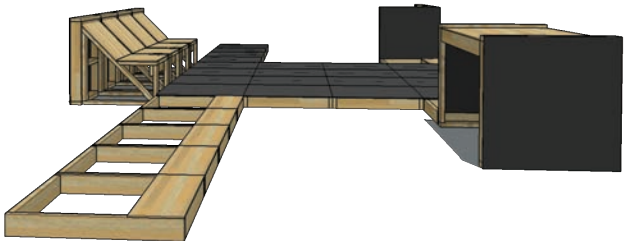
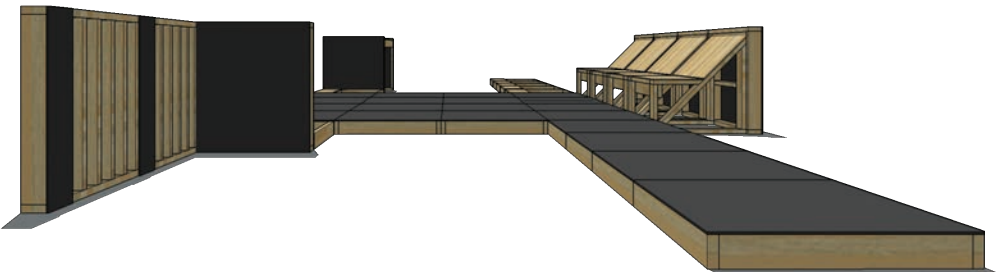
Chair x 4



Bike Rack x 1



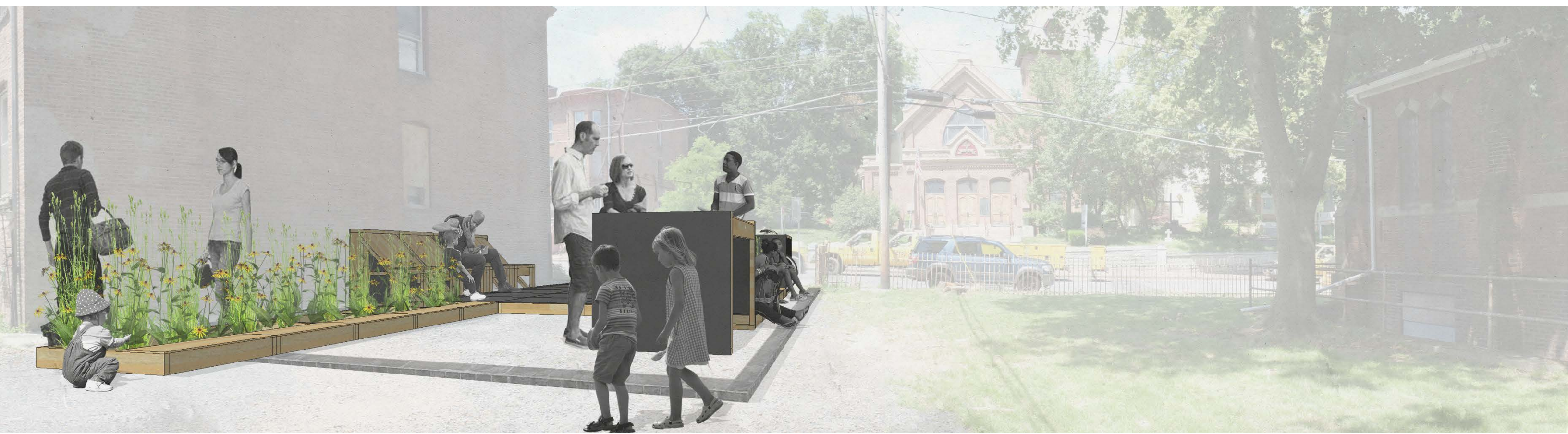
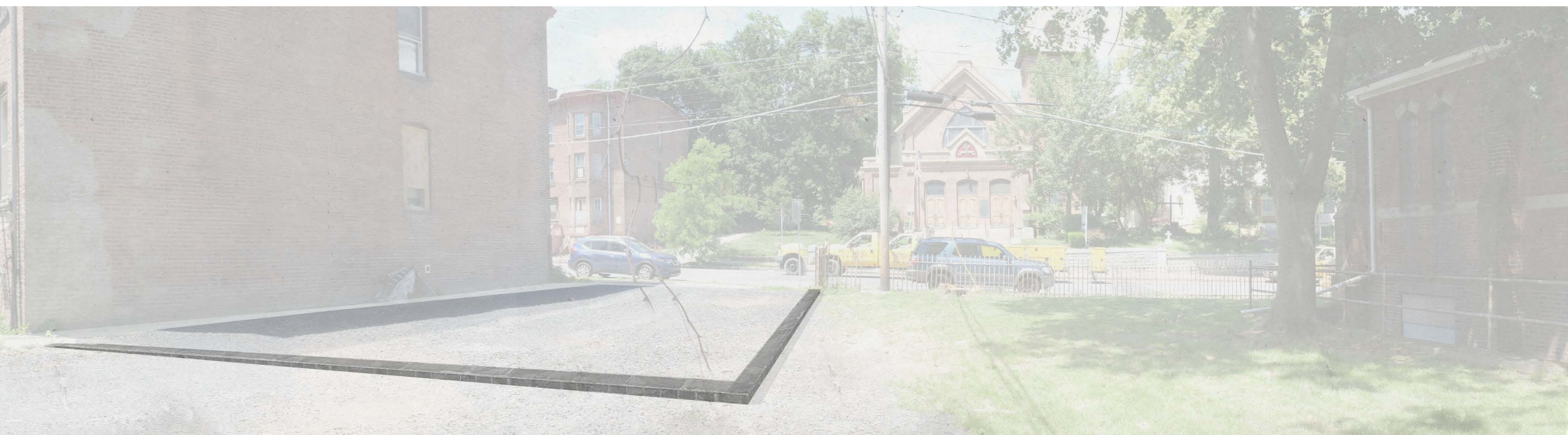
Picnic Table x 1



[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

THE SOCIAL LOT:
Create a meeting space for the block and
the neighborhood with simple modular
outdoor elements and furniture.





Memorandum of Insurance

MEMORANDUM OF INSURANCE						DATE 12-Sep-2018	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535861. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.							
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE Co. A Pinnacle Consortium of Higher Education, a Vermont Reciprocal Risk Retention Group			
INSURED The Trustees of Columbia University 615 W 131st ST 3rd Floor, New York New York 10027 United States				Co. B Safety National Insurance Company			
				Co. C Genesis Insurance Company			
				Co. D PMA Insurance Company			
				Co. E Safety National Casualty Corporation			
				Co. F See Below			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED		
A	GENERAL LIABILITY Commercial General Liability Occurrence	PCHE2018-02	01-Jul-2018	01-Jul-2019	GENERAL AGGREGATE	\$5,000,000	
					PRODUCTS - COMP/OP AGG	\$2,000,000	
					PERSONAL AND ADV INJURY	\$2,000,000	
					EACH OCCURRENCE	\$2,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$2,000,000	
					MED EXP (ANY ONE PERSON)	\$2,500	
B	AUTOMOBILE LIABILITY Any Auto	CAE4057019	01-Jul-2018	01-Jul-2019	COMBINED SINGLE LIMIT	\$2,000,000	
					BODILY INJURY (PER PERSON)		
					BODILY INJURY (PER ACCIDENT)		
					PROPERTY DAMAGE		
C	EXCESS LIABILITY Umbrella Form	YUB301083K	01-Jul-2018	01-Jul-2019	EACH OCCURENCE	\$10,000,000	
					AGGREGATE	\$10,000,000	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)		
					OTHER THAN AUTO ONLY:		
					EACH ACCIDENT		
					AGGREGATE		
D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	201807 1238955A (AOS)	01-Jul-2018	01-Jul-2019	WORKERS COMP LIMITS	Statutory	
D		201807 1238955B (MA, MN)	01-Jul-2018	01-Jul-2019	EL EACH ACCIDENT	\$1,000,000	
					EL DISEASE - POLICY LIMIT	\$1,000,000	
					EL DISEASE - EACH EMPLOYEE	\$1,000,000	
E	Excess Workers' Compensation	Safety National SP 4058915	01-Jul-2018	01-Jul-2020		\$1,000,000	
F	Property	1041989	01-Jul-2018	01-Jul-2019		See Link in Additional Information Box	
A	Professional Liability	PCHE2018-02	01-Jul-2018	01-Jul-2019	\$2,000,000 each claim	\$3,000,000 aggregate	
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.							

MEMORANDUM OF INSURANCE		DATE 12-Sep-2018
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535861. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED The Trustees of Columbia University 615 W 131st ST 3rd Floor, New York New York 10027 United States	
ADDITIONAL INFORMATION GENERAL LIABILITY ONLY - Any person(s) or organization(s) whom Columbia University has agreed, in a written contract or agreement, to name as an additional insured, is an automatic additional insured but only for the project or activity specified in that contract/ agreement. Policy Information Form - Columbia.pdf		
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.		

RESOLUTION NO.: 268 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH LIBERTY CORNERS, LLC FOR
THE TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 41 LIBERTY STREET (SECTION 29, BLOCK 5, LOT 26)**

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 41 Liberty Street (the "Property"); and

WHEREAS, the City has issued a Request For Proposals ("RFP") for the development of the Property and received five (5) 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 Gregory Sgromo and Dina Schnellinger d/b/a Wedgewood Properties, LLC ("Wedgewood") be selected to develop the Property; and

WHEREAS, Wedgewood Properties, LLC has formed a new entity, Liberty Corners, LLC, for the purpose of entering into a site development agreement in order to acquire and redevelop the Property; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council finds that the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with Liberty Corners, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 41 Liberty Street.

DRAFT FOR COUNCIL CONSIDERATION
9/20/18

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

LIBERTY CORNERS LLC

DATED AS OF _____, 2018

Regarding:
41 Liberty Street, Tax ID 39-5-26
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

This SITE DEVELOPMENT AGREEMENT ("Contract") dated _____, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and Liberty Corners LLC, a New York limited liability company, having an address at 5800 Heritage Landing Drive, East Syracuse, NY 13057, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 41 Liberty Street in the City of Newburgh, more accurately described as Section 39, Block 5, Lot 26 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of one dollar (\$1.00) by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, architectural review approvals, easement and franchise agreements, building permits, certificate of occupancy, and all applications for licenses, permits and permission

to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

“Business Day” shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

“Certificate of Occupancy” shall mean a temporary or permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

“City” shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

“Claims” shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

“Closing Date” shall mean the date of closing of title pursuant to Section 3.

“Completion Deadline” shall mean the date which is set forth in Schedule “C”.

“Developer” shall mean Liberty Corners LLC or its successors and assigns to the extent permitted under Article 12 of this Contract.

“Earnest Money” shall mean the amount payable pursuant to Section 4.01(a).

“Force Majeure” shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers, other than the City; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

“Governmental Authority” shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

“Housing Units” shall mean apartment unit intended to be occupied by a single person or family.

“Improvements” shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

“Lending Institution” shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

“Liens” shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics’, materialman’s, warehousemen’s and carriers’ liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

“Net Proceeds” shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys’ fees) incurred in obtaining such proceeds.

“Person” shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

“Plans and Specifications” shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by an architect or other design professional, as appropriate, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

“Project” shall mean the mixed use redevelopment of the existing building located on the Property for owner-occupied office space on the first floor, two, 1-bedroom apartments (one of which shall be occupied by Developer’s principals), and one 2-bedroom apartment.

“Project Lender” shall mean a Lending Institution that is the mortgagee of a Project Mortgage or financing construction of the Project.

“Project Mortgage” shall mean one or more mortgages on Developer’s interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

“Property” shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

“Purchase Price” shall mean the purchase price set forth in Section 4.01.

“Required Guarantee” shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least “A/IX”, in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

“Substantially Complete” shall mean Developer’s receipt of all Approvals and Permits (as defined above) that, when considered in total, would allow Developer to pursue the project to its completion.

“Taxes” shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other governmental authorities whatsoever.

“Title Insurer” shall mean any reputable title company or a member of the New York Board of Title Underwriters that is willing to approve and insure in accordance with a standard form title insurance policy.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER’S REPRESENTATIONS

SECTION 2.01 Developer’s Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

(a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer’s organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or

by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits promptly following the execution of this Contract for the development and rehabilitation of the Property.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Approvals and Permits and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete in all material respects.

(f) Developer will indemnify and hold harmless Seller, its successors and assigns, against any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is willful or otherwise, before or after Closing.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
- (c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;

- (d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
- (e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04 ; and
- (c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be one hundred five thousand and 00/100 dollars (\$105,000.00), payable as follows:

- (a) The Developer shall pay to the Seller a down payment of twenty-one thousand and 00/100 dollars (\$21,000.00) (the "Earnest Money") upon the full execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 5.01 and Section 7.02).
- (b) The Developer may apply the Earnest Money as a credit toward the Purchase Price at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or

savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or

- (b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following condition:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, and receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain all approvals necessary to receive a Building Permit for the Project. Best efforts shall include, but not be limited to, receipt on or before twelve (12) months after the date of this Contract of a complete site plan approval for the Project from the City of Newburgh Planning Board, any variances (if applicable) from the City of Newburgh Zoning Board of Appeals, and any approvals (if applicable) from the City of Newburgh Architectural Review Commission..
- (b) Developer shall be deemed to have waived such contingency if written notice is not given to Seller no fewer than twenty (20) days prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
- (b) Developer shall have deposited all Required Guarantees required by this Contract.
- (c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
- (d) The Developer shall have submitted Plans and Specifications prepared by the Architect or Engineer and a certificate of the Architect or Engineer that such Plans and Specifications are consistent with all Approvals and Permits.
- (e) The Developer shall not be in default in any other fashion pursuant to the terms of this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline. Seller shall use reasonable discretion in determining whether any of said conditions have (or have not) been satisfied.

SECTION 5.04 Termination of Contract. Upon termination by either party, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

- i. Developer will prepare a project design for the Project and submit Plans and Specifications to the appropriate land use boards for review and approval prior to the Closing Date.
- ii. Developer will use its best efforts to obtain land use board(s) approval for the Project prior to the Closing Date and obtain any other Approvals and Permits for the Project at least 30 days prior to the Closing Date.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project no later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements, which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of Developer's default.
- iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.
- v. Shall pay all proper accounts for work done or materials furnished under all contract which it has entered into relating to the construction of the Project.
- vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract,

other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forth with upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Sell or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, (y) the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and (z) the Developer shall provide to the Seller such security as the Seller may reasonably require.

- vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

- (a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.

- (b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 12.09 of this Contract.
- (c) The Seller shall cooperate when reasonably requested by Developer, at Developer's expense, in connection with any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims which may be imposed upon, incurred by or asserted against the Seller other than losses arising from the negligence or willful misconduct of the Seller arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) the funding of the costs of the Project; (2) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (3) any defects, whether latent or patent, in the Improvements; (4) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (5) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees, including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the City and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims as set forth in this Section, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7

OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title caused by Seller and noted in such title report. For express purposes of this Section, any objections by Developer or a Title Insurer with respect to Seller's tax foreclosure proceedings shall not be deemed valid or actionable objections to title, provided that Seller can demonstrate compliance with Article 11 of the New York State Real Property Tax Law.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract

shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.05 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in “as is” condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City. The failure by Developer to receive any Approvals and/or Permits from Seller, other body of the City, and/or public agency, shall not be a valid basis for claiming Seller default pursuant to the terms of this Agreement.

SECTION 9.04 Zoning and Planning Approvals.

- (a) Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or area or use variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any

other governmental body to provide for such approvals. The Project must be in conformance with all applicable zoning requirements as they may be so amended.

- (b) If Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason(s) related to grant of approvals from the City of Newburgh Planning Board, Zoning Board of Appeals, and/or Architectural Review Commission, Developer may request an extension of time to receive any Approvals and Permits required to complete the Project. Developer must make said request in writing. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time for a period not to exceed, three (3) months. Any additional request(s) thereafter shall be made in writing and placed before the City Council for its consideration.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.
- (b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice and under reasonable conditions to Seller. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.
- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and

Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10 CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter/re-entry set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment (if applicable).
- (c) A non-foreign affidavit ("FIRPTA Affidavit"), properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name, provided that such affidavits are provided to Seller no later than one (1) week prior to Closing.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S.
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall:

- (a) Deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause necessary payments for recording to be delivered to the appropriate officers at Closing.
- (c) Deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.
- (d) Provide an Affidavit from a natural person with authority to act on Developer's behalf that provides the name(s), address(es), contact phone number(s), of the members or shareholders (as the case may be) of the entity taking title to the Property.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities (as applicable) with respect to the Property will be apportioned as of the date of Closing Date. Water/Sewer charges and sanitation fees will be paid by the Seller as of the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Contract by Seller. Upon the occurrence of any material default under this Contract by Developer, or upon default under any Related Contract, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) business days after the date of such notice. Upon the date specified in the notice if said default remains uncured, this Contract and all rights of Developer under this Contract shall terminate. Time shall be of the essence to close as of the date specified in said notice, regardless of whether said notice provides “time is of the essence” language. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages.. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract. Developer shall have no right to seek damages from Seller for Seller’s defaults hereunder. Any costs or expenses incurred by Developer pursuant to this Contract shall not be recoverable in any lawsuit by Developer, in law or in equity.

SECTION 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days from the date of the Force Majure event) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within ten (10) days after the Force Majure event occurred. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract or any Related Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the

exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter/Re-Entry.

- (a) The Property shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property and bring it into compliance with all State, County and Local standards for occupancy within eighteen (18) months of the date of the deed. Within such eighteen (18) month time period the Developer must: obtain a Certificate of Occupancy or Certificate of Compliance from the City of Newburgh Code Compliance Bureau for all buildings on the Property. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the Developer 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, upon ten (10) business days' notice to Developer and in compliance with Section 612 of the Real Property Actions and Proceedings Law of the State of New York, 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued and another other reasonable terms/conditions that Seller deems necessary to protect its interest herein.
- (b) The Parties recognize that Project development and rehabilitation costs may be substantial, and that Developer may seek the financial assistance of a lender to complete the Project. In the event that Developer seeks lender financing to assist in the completion of the Project, and Developer's lender conditions its financial assistance on the subordination of the City's Right of Reverter/Re-Entry to the lender's loan terms, Developer shall provide a written notice from Developer's lender outlining the terms of the loan commitment. Upon receipt of said notice and upon being provided documents that create an adequate alternative to protecting the City's interests herein, the City Manager may, in his sole discretion, execute documents and enter into any agreements with Developer or Developer's lender in order to effectuate the grant of a lending facility to Developer. However, Developer's failure to obtain financing for any reason, including failure to obtain Seller's consent to subordinating its interests herein, shall not be cause for Default or Seller's breach pursuant to this Contract.

ARTICLE 12
MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the

managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to

the other parties as provided herein or as Developer or Seller shall otherwise have given notice as herein provided.

Developer as follows:

Liberty Corners LLC
Attention: Gregory Sgromo
5800 Heritage Landing Drive
East Syracuse, NY 13057

with a copy to:
Germain & Germain, LLP
Attention: Neil Germain, Esq.
6800 East Genesee Street
Fayetteville, New York 13066

Seller as follows:

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

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship

between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.12 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before October 24, 2018 (said date being 30 days from City Council approval).

SECTION 12.15 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Contract.

SECTION 12.16 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

SECTION 12.17 Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT.

SECTION 12.18 Jurisdiction. The Parties each submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Contract and, in furtherance of said Contract, each Party agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Orange County, and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

SECTION 12.19 Authority. The Parties represent that that they are duly authorized to enter into this Contract and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Contract shall be deemed to also be references to such officers or

employees or other designees of the Parties as may be appropriate to implement the terms of this Contract

SECTION 12.20 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

SECTION 12.21 Counterparts. This Agreement may be executed in counterparts by original or copy, each of which shall constitute one and the same instrument.

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[Signature Page to Follow]

Signature Page, Site Development Agreement
City of Newburgh to Liberty Corners LLC
Premises: 41 Liberty Street, Newburgh, New York

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

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

Developer: Liberty Corners LLC

By: _____
Gregory Sgromo, Authorized Member

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.

Notary Public

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 Gregory Sgromo, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 41 Liberty Street, being more accurately described as Section 39, Block 5, Lot 26 on the Official Tax Map of The City of Newburgh.

SCHEDULE "B"
PERMITTED EXCEPTIONS

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes, assessments, or school taxes that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The right of reverter/re-entry described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board.
2. That no longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
3. That no longer than twelve (12) months from the execution of this Contract, the Developer shall have commenced construction of the Project.
4. That no longer than eighteen (18) months from the Closing Date set forth in Section 3 of this Agreement, Developer shall have completed construction of the Project and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

SCHEDULE "D"
PROPOSED DEED

THIS INDENTURE, made the _____ day of _____, in the year two thousand

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

_____, having an address of _____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of \$_____.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as _____, in the City of Newburgh and being more accurately described as Section ____, Block ____, Lot ____ on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No.: _____ in a deed from _____ to The City of Newburgh, dated _____, and recorded in the Orange County Clerk's Office on _____ in Liber _____ of Deeds at page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within eighteen (18) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City

building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy, evidencing compliance with all said statutes, codes, rules, and regulations set forth herein, for all buildings and structures located on the property. If a Certificate of Occupancy has not been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within eighteen months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector. Nothing to the contrary herein withstanding any and all rights of the party if the first to reconveyance as set forth in this deed shall cease upon the issuance of a Certificate of Occupancy by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession

BY:_____

Title:

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 _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

RESOLUTION NO.: 269-2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SAMANTHA PROPERTIES OF NEW YORK, LLC
TO THE PREMISES KNOWN AS 76 WEST STREET
(SECTION 20, BLOCK 1, LOT 53)**

WHEREAS, on February 28, 2018, the City of Newburgh conveyed property located at 76 West Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 20, Block 1, Lot 53, to Samantha Properties of New York, LLC; and

WHEREAS, Ms. Porreca, Sole Member of Samantha Properties of New York, LLC, 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 76 West Street, Section 20, Block 1, Lot 53 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 February 28, 2018, from THE CITY OF NEWBURGH to SAMANTHA PROPERTIES OF NEW YORK, LLC, recorded in the Orange County Clerk's Office on March 16, 2018, in Liber 14375 of Deeds at Page 883 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.: _____ -2018

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.

RECORD & RETURN TO: _____

RESOLUTION NO.: 270
-2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO EDITH VASQUEZ
TO THE PREMISES KNOWN AS 124 WILLIAM STREET
(SECTION 44, BLOCK 3, LOT 18)**

WHEREAS, on January 8, 1993, the City of Newburgh conveyed property located at 124 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 44, Block 3, Lot 18, to Edith Vasquez; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner, Newburgh Community Land Bank, has requested a release of the restrictive covenants contained in the deed to Edith Vasquez; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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, and 4 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 124 William Street, Section 44, Block 3, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated January 8, 1993, from THE CITY OF NEWBURGH to EDITH VASQUEZ, recorded in the Orange County Clerk's Office on September 1, 1993, in Liber 3880 of Deeds at Page 215 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.: _____-2018

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.

RECORD & RETURN TO:

RESOLUTION NO. 271 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 235 CARPENTER AVENUE (SECTION 7, BLOCK 8, LOT 13)
SOLD AT PRIVATE SALE TO ARBIA SWINDELL**

WHEREAS, by Resolution No. 39-2018 of February 12, 2018, the City Council of the City of Newburgh authorized the conveyance of property known as 235 Carpenter Avenue (Section 7, Block 8, Lot 13) to Arbia Swindell; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or about June 20, 2018; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Mr. Swindell, is requesting an additional extension of time to close; and

WHEREAS, this Council has determined that granting the requested extension would be 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 an extension of time to close title for the property located at 235 Carpenter Avenue is hereby authorized until October 31, 2018.

RESOLUTION NO.: 272 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 81 HENRY AVENUE (SECTION 48, BLOCK 9, LOT 7)
AT PRIVATE SALE TO WILDER ERAZO FOR THE AMOUNT OF \$52,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 81 Henry Avenue, being more accurately described as Section 48, Block 9, Lot 7 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 28, 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>
81 Henry Avenue	48 - 9 - 7	Wilder Erazo	\$52,000.00

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 Sale

81 Henry Avenue, City of Newburgh (SBL: 48-9-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: 273 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 71 LIBERTY STREET WH (SECTION 48, BLOCK 10, LOT 13)
AT PRIVATE SALE TO CARLOS HERNANDEZ FOR THE AMOUNT OF \$115,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 71 Liberty Street WH, being more accurately described as Section 48, Block 10, Lot 13 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 28, 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>
71 Liberty Street WH	48 - 10 - 13	Carlos Hernandez	\$115,000.00

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 Sale

71 Liberty Street WH, City of Newburgh

(SBL: 48-10-13)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: 274 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 80 PROSPECT STREET (SECTION 21, BLOCK 4, LOT 9)
AT PRIVATE SALE TO CARMEN MENDEZ FOR THE AMOUNT OF \$65,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 80 Prospect Street, being more accurately described as Section 21, Block 4, Lot 9 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 28, 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>
80 Prospect Street	21 - 4 - 9	Carmen Mendez	\$65,000.00

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 Sale

80 Prospect Street, City of Newburgh (SBL: 21-4-9)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$6,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: 275 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 42 CONCORD STREET (SECTION 29, BLOCK 2, LOT 26)
AT PRIVATE SALE TO RAUL RAMIREZ FLORES FOR THE AMOUNT OF \$40,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 42 Concord Street, being more accurately described as Section 29, Block 2, Lot 26 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 28, 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>
42 Concord Street	29 - 2 - 26	Raul Ramirez Flores	\$40,000.00

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 Sale

42 Concord Street, City of Newburgh (SBL: 29-2-26)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
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 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: 276 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A HEALTHLINKNY COMMUNITY NETWORK AND THE ORANGE
COUNTY DEPARTMENT OF HEALTH'S LIFT ORANGE UP PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$13,000.00 FOR THE
CITY OF NEWBURGH RECREATION DEPARTMENT AFTERSCHOOL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that HealthlinkNY Community Network and the Orange County Department of Health's LIFT Orange Up Program is seeking applications from schools, worksites, community groups and organizations in Orange County that would like to participate in LIFT Orange Up interventions; and

WHEREAS, the goal of LIFT Orange Up is to implement healthy policies, programs, initiatives, or fitness activities that will benefit communities within Orange County and work toward reducing health disparities and improving health outcomes; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from HealthlinkNY Community Network and Orange County Department of Health for the LIFT Orange Up Program in an amount not to exceed \$13,000.00; and

WHEREAS, the funding will be used to rent, maintain and operate community-wide physical activities out of the Sacred Heart Gymnasium for programs that would encompass activities for residents of all ages with our SMART goal to have sustained, year around physical activities that will give all community members the opportunity to engage in 60 minutes of physical activity a minimum of 3 days per week from January through December 2019; and

WHEREAS, any City match will be in the form of in-kind services; and

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

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 apply for and accept if awarded an HealthlinkNY Community Network and Orange County Department of Health's LIFT Orange Up Grant in an amount not to exceed \$13,000.00 with no City match for the Recreation Department Afterschool Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 277 - 2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
TITLE IV VOLUNTEER FIRE ASSISTANCE GRANT IN AN AMOUNT OF \$1,500.00
TO ASSIST IN THE PURCHASE OF WILDLAND FIREFIGHTING EQUIPMENT**

WHEREAS, the City of Newburgh received a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant Award in the amount of \$1,500.00; and

WHEREAS, the City of Newburgh Fire Department will use the funding to assist in the purchase of wildland firefighting equipment such as Forestry hose, Forestry bags, chainsaws and accessories which is needed to assist with fires in uninhabited wildland areas; and

WHEREAS, such funding requires a City match in the amount of \$1,500.00; and

WHEREAS, this Council has determined that accepting the grant award 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 accept a New York State Department of Environmental Conservation Title IV Volunteer Fire Assistance Grant in the amount of \$1,500.00 to assist with the purchase of wildland firefighting equipment for the City of Newburgh Fire Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 278 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, by Resolution No. 242-2016 of September 12, 2016, the City Council of the City of Newburgh authorized an agreement with Auctions International, Inc., an experienced and proven online government surplus sales service provider which sells items to anyone on the public site only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, the original term of the agreement with Auctions International, Inc. was for 2 years and the City of Newburgh finds that entering into a new agreement would continue to generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus would be 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

Jan-'16

RESOLUTION NO.: 242 - 2016

OF

SEPTEMBER 12, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH AUCTIONS INTERNATIONAL, INC.
TO PROVIDE LIQUIDATION SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh from time to time has surplus vehicles, machinery and other equipment which is no longer needed for City purposes; and

WHEREAS, such property may have some inherent commercial value to private parties; but cannot be used by the City departments or agencies; and the City has no efficient means of storing, preserving, using or otherwise deriving value from such property; and

WHEREAS, Auctions International, Inc. is an experienced and proven online government surplus sales service provider which sells items to anyone on the public site; and

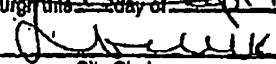
WHEREAS, Auctions International, Inc. only charges for the items sold and buyer's premium with no charge to the municipality; and

WHEREAS, entering into such a contract would generate revenue for the City of Newburgh from property which would otherwise go to waste, and thus would be 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 of the City of Newburgh be and he is hereby authorized to enter into an agreement with Auctions International, Inc. to provide liquidation services to the City of Newburgh, with such other terms and conditions as may be required by Corporation Counsel, same as being in the best interest of the City of Newburgh.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 9/12/16
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 12 day of Sept 2016


City Clerk

ONLINE AUCTION CONTRACT - AGREEMENT FOR SALE OF GOVERNMENT ASSETS BY ONLINE AUCTION

This Agreement made on 10/14/2016, between City of Newburgh, hereafter called "Seller", and Auctions International, Inc., 11167 Big Tree Road, East Aurora, NY 14052, hereafter called "Auctioneer":

The Auctioneer hereby agrees to use professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale. All auction items will be sold "As-Is, Where-Is", subject to the Seller's terms.

The Seller agrees to provide Titles, Keys and all other Proof of Ownership to customers who present a paid invoice from Auctions International, and release the purchased items once the Auctioneer has received full payment for the goods listed and described in detail on provided condition reports, and/or provided by electronic means to Auctioneer.

GOVERNMENT VEHICLES, MACHINERY, EQUIPMENT AND ALL OTHER SURPLUS ASSETS

The Seller agrees to provide merchantable title (with no liens or encumbrances) for motor vehicles, and agrees to write-in the purchase information on the back of any titles issued to purchasers (as required by law). The Seller furthermore agrees not to sell listed merchandise before the term of the online auction is complete, under any circumstances.

The Auction is to be held online at www.AuctionsInternational.com, beginning and closing on mutually agreed dates and times. The terms and prices of this contract shall remain in effect for two (2) years after the agreement is executed, based on the needs of the Seller. Notwithstanding the foregoing, the Seller may terminate this contract at any time for convenience.

It is agreed that all listed merchandise be sold to the highest bidder, "as-is", "where-is", with no warranty expressed, implied or otherwise, and with the Government Seller retaining the right to reject any bids that are insufficient. Seller agrees to specify a minimum acceptable price on each rejected bid, which will be posted on the 'Past Prices' page of the Auctioneer's website.

Purchaser's will be required to pay a 4% buyer's premium for vehicles and equipment sold within two (2) years of the manufacture date, a 5% buyer's premium for vehicles and equipment within three (3) years of the manufacture date, or a 10% buyer's premium for all older equipment to be added to the successful high bid prices, which will constitute the Auctioneer's compensation for these services. There is NO commission charged to the seller.

The Auctioneer will conduct auction(s) at no-cost to the Seller, provided the Seller takes photos and descriptions of the merchandise, and provides this information to the Auctioneer's staff. The Auctioneer reserves the right to combine low-value merchandise into larger online auction lots as necessary, based on past experience with such items.

If requested by the Seller, the Auctioneer's staff will travel to the Seller's facilities to obtain photos and condition reports of the Seller's items, for the following listing fees: Thirty dollar (\$30) fee for each motorized vehicle/equipment, and Five dollar (\$5) fee for each auction lot that is not a motor vehicle. These listing fees will be deducted from the sale proceeds, before final payment is made to Seller.

The Auctioneer will mail a check to the Seller for all proceeds collected within fifteen (15) business days after the Seller approves the bids for the sale items and all monies are collected, along with an accounting summary. In the event of a bidder's refusal or failure to pay for their invoiced items, the Auctioneer will offer the unsold merchandise to the backup bidder, and the renegeing bidder will be banned from future auctions. If the backup bidder does not take the merchandise for the backup bid price, then the merchandise will revert back to possession of the seller, after a reasonable time has been allowed for the backup bidder to get their payment to the Auctioneer. At the request of the Seller, any unsold merchandise can be re-listed in a future online auction. At no cost to the seller.

INDEPENDENT STATUS. That during the existence of this agreement the Auctioneer shall remain an individual, independent contractor, retaining its separate identity and shall in no way be considered a division, department or agent of the Seller's agency or organization.

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

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter of this Agreement.

(x) Michael G. Ciarravino City Manager 845-569-7301
Seller's Authorizing Signature As per Rev. 242-2016 Printed Name and Agency Title Telephone Number

(x) 83 Broadway Executive Office Newburgh, NY 12550
Seller's Agency Payment Address (Check will be made out and mailed to Seller from Auctioneer for payments received)

(x) Mciarravino@cityofnewburgh-ny.gov
Seller's E-Mail Address

(x) MARC SMITH Marc Smith Orange
Auctioneer's Signature Auctioneer's Printed Name Seller's County

RESOLUTION NO.: 279 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION DECLARING A HOMELITE ROTARY SAW SERIAL NO. TG32-20296, HOMELITE ROTARY SAW SERIAL NO. T7356-50064, STIHL ROTARY SAW SERIAL NO. TS510AV #5, STIHL ROTARY SAW SERIAL NO. TS510AV #6, SNAPPER SNOW BLOWER MODEL 5241 AND SERIAL NO. 73204084, AND A 1995 CHEVROLET CAPRICE DESIGNATED VIN NO. 1G1BL52P3SR183759 TO BE SURPLUS EQUIPMENT

WHEREAS, the City of Newburgh Fire Department possesses a Homelite Rotary Saw Serial No. TG32-20296, Homelite Rotary Saw Serial No. T7356-50064, Stihl Rotary Saw Serial No. TS510AV #5, Stihl Rotary Saw Serial No. TS510AV #6, Snapper Snow Blower Model 5241 and Serial No. 73204084, and a 1995 Chevrolet Caprice designated VIN No. 1G1BL52P3SR183759 which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that the rotary saws, snow blower and the vehicle be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the rotary saws, snow blower and vehicle surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a Homelite Rotary Saw Serial No. TG32-20296, Homelite Rotary Saw Serial No. T7356-50064, Stihl Rotary Saw Serial No. TS510AV #5, Stihl Rotary Saw Serial No. TS510AV #6, Snapper Snow Blower Model 5241 and Serial No. 73204084, and a 1995 Chevrolet Caprice designated VIN No. 1G1BL52P3SR183759 are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus generator and vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Chevrolet Caprice 9501
DATE: August 28, 2018

Fire Department vehicle 9501, a 1995 Chevrolet Caprice sedan, VIN 1G1BL52P3SR183759 has been removed from service and should be considered surplus equipment.
Please dispose of per city policy, proceeds to go towards Fire Department equipment budget'

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Fire Department Saws
DATE: August 28, 2018

The following Fire Department rotary saws have been removed from service and should be considered surplus equipment.

Homelite Rotary Saw serial #TG32-20296
Homelite Rotary Saw serial #T7356-50064
Stihl Rotary Saw serial #TS510AV #5
Stihl Rotary Saw serial #TS510AV #6

Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Snapper Snow Blower
DATE: August 28, 2018

Fire Department snow blower Model 5241 and serial number 73204084 has been removed from service and should be considered surplus equipment. Please dispose of per city policy, proceeds to go towards the Fire Department equipment budget.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief

CITY OF NEWBURGH FIRE DEPARTMENT

MEMORANDUM

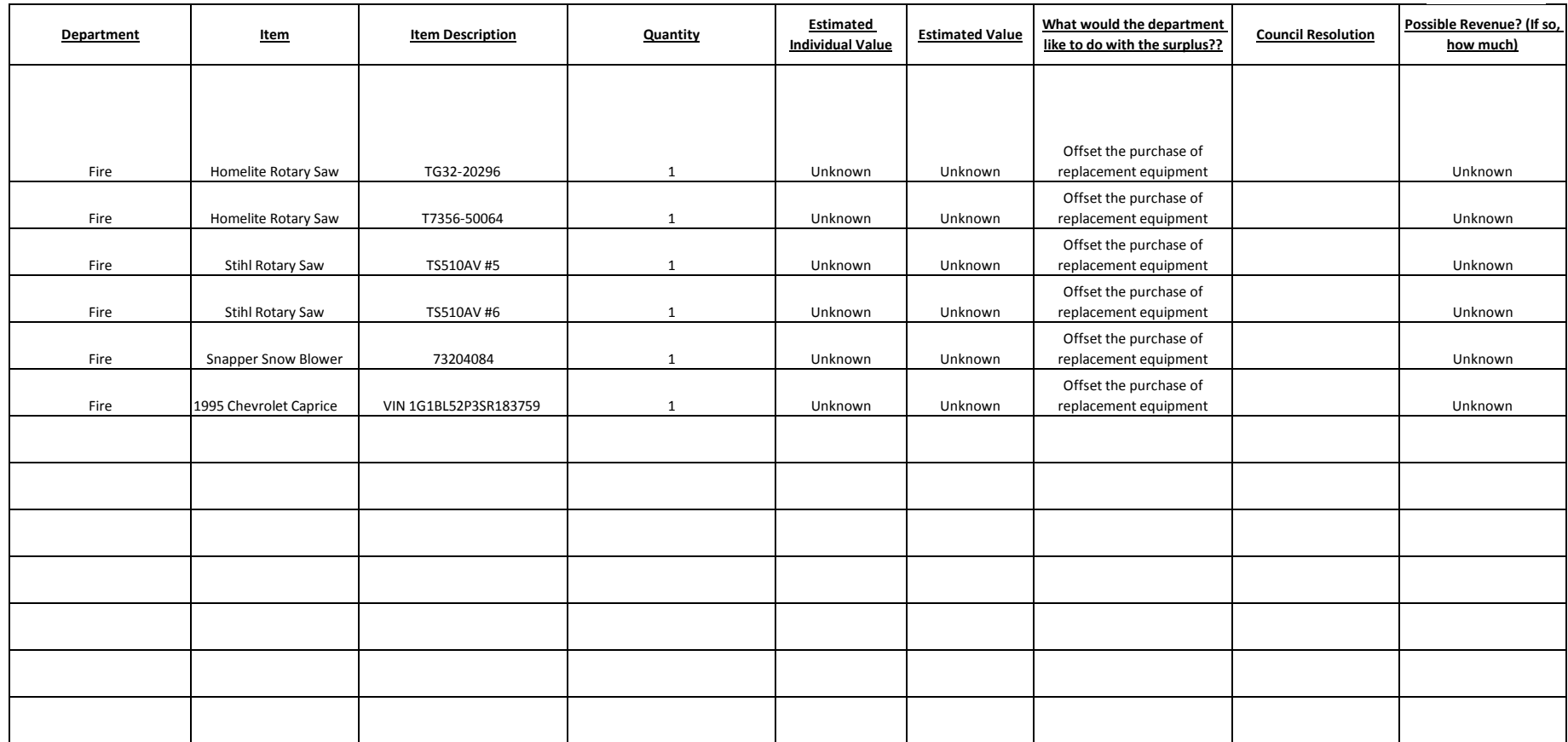
TO: Katie Mack, Comptroller
CC: Lieutenant C. Pawlowski
FROM: Terry Ahlers, Acting Fire Chief
SUBJECT: Surplus Fire Department fittings and equipment
DATE: August 28, 2018

The Fire Department has in its possession, a quantity of antique, obsolete fittings, nozzles and firefighting tools that are not suitable or safe for use. They are however, of some value to antique fire apparatus collectors. There are no identifiable serial numbers or model numbers on these fittings. I would like to have them considered surplus, but not just sold as scrap.

If you have any questions, please contact me.



Terry Ahlers,
Acting Fire Chief



ORDINANCE NO.: 4 - 2018

OF

SEPTEMBER 24, 2018

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES"
OF THE CODE OF THE CITY OF NEWBURGH
TO PROVIDE A FEE FOR A BACKFLOW TESTER SUBMITTAL FEE

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.

Code Section	Type of Fee	Amount
Chapter 293, Water		
<u>§ 293-23</u>	Certified backflow tester submittal fee	<u>\$15.00</u>

Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

RESOLUTION NO.: 280 - 2018

OF

SEPTEMBER 24, 2018

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 206 ANN STREET (SECTION 35, BLOCK 2, LOT 30)
AT PRIVATE SALE TO PEDRO VILLENA

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

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

WHEREAS, Pedro Villena, the former owner of 206 Ann Street, being more accurately described as Section 35, Block 2, Lot 30 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all taxes, interest and penalties owed are paid expeditiously;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 206 Ann Street, Section 35, Block 2, Lot 30, to Pedro Villena be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$35,965.56 no later than October 31, 2018; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 281-2018

OF

SEPTEMBER 24, 2018

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 412 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 46)
AT PRIVATE SALE TO NELSON MCALLISTER

WHEREAS, the City of Newburgh has commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2015-8838; and

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

WHEREAS, Nelson McAllister, the former owner of 412 Liberty Street, being more accurately described as Section 10, Block 1, Lot 46 on the official tax map of the City of Newburgh, has advised that he would like to re-purchase the property at private sale and pay the delinquent taxes by entering into an installment payment agreement; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all such taxes, interest and penalties are remitted to the City of Newburgh in the form of an installment payment agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 412 Liberty Street, Section 10, Block 1, Lot 46, to Nelson McAllister be and hereby is confirmed for the amount of \$48,668.64; that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser and, as the Director of Finance and Enforcing Officer, is authorized to execute an installment payment agreement with Nelson McAllister upon the remittance to the City of Newburgh the required down payment in the amount of \$14,082.95 less a rent payment credit in the amount of \$1,300.00 for a total down payment of \$12,782.95, plus October water/sewer and sanitation bills, on or before October 31, 2018; and that by duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes, said purchaser shall satisfy said installment payment agreement in full; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

RESOLUTION NO.: 282 -2018

OF

SEPTEMBER 24, 2018

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 160 ANN STREET (SECTION 36, BLOCK 2, LOT 19)
AT PRIVATE SALE TO THOMAS AND DINA BREITSCHWERD**

WHEREAS, the City of Newburgh has commenced proceedings for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2015-8838; and

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

WHEREAS, Thomas and Dina Breitschwerd, the former owners of 160 Ann Street, being more accurately described as Section 36, Block 2, Lot 19 on the official tax map of the City of Newburgh, have advised that they would like to re-purchase the property at private sale and pay the delinquent taxes by entering into an installment payment agreement; and

WHEREAS, the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to allow the former owner to re-purchase the property, without the need for litigation and subject to any liens, encumbrances or mortgages of record that existed against the properties at the time the City of Newburgh took title in the tax foreclosure proceeding, provided that all such taxes, interest and penalties are remitted to the City of Newburgh in the form of an installment payment agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 160 Ann Street, Section 36, Block 2, Lot 19, to Thomas and Dina Breitschwerd be and hereby is confirmed for the amount of \$46,761.60; that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers and, as the Director of Finance and Enforcing Officer, is authorized to execute an installment payment agreement with Thomas and Dina Breitschwerd upon the remittance to the City of Newburgh the required down payment in the amount of \$17,886.43, plus October water/sewer and sanitation bills, on or before October 31, 2018; and that by duly entering into an installment payment agreement for the full payment of all taxes, interest and penalties for delinquent taxes, said purchasers shall satisfy said installment payment agreement in full; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.