A regular meeting of the City Council of the City of Newburgh was held on Monday, September 24, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Rabbi Larry Freedman of Temple Beth Jacob, Newburgh, New York.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Mayor Harvey, presiding; Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles-7

COMMUNICATIONS

APPROVAL OF THE MEETING MINUTES OF SEPTEMBER 10, 2018

Councilwoman Monteverde moved and Councilman Grice seconded that the minutes of the meeting held on September 6, 2018 be approved.

Ayes- Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey-7

CARRIED

City Manager Update

The City Manager presented brief highlights in City departments.

PUBLIC SAFETY BUILDING CONCERNS

Michael Ciaravino stated that representatives from Quest Environmental Services would be on hand tonight to answer questions that the council may have about the mold situation at the public safety buildings. He summarized that the situation was caused by a failure in the HVAC system in maintaining humidity in the buildings. While we are still awaiting the results of testing that has been performed, we have taken a number of precautionary measures to reduce the humidity. He personally observed mold spores growing on uniforms and in other areas of the building. While we are hoping for the very best results we don't want to cause any panic. We have begun contingency planning that may have us occupying the Municipal Courthouse for our police department, as well as possibly providing temporary housing in trailers for the fire department. While there are still a lot of details that need to be worked out, we have installed temporary dehumidifiers, and we have secured two air scrubbers to help provide a safe environment for our staff. It is important that we move the issue of the West End fire station to the top of our list, as the test results came back positive for asbestos. In consultation with Quest, it was determined that that building needed to be vacated immediately. We have been having discussions with the Good Will Fire Station, about possibly inhabiting that building to enable us to provide fire service in the west end in a timely manner, as well as having the means to cook meals for the department. We were able to maintain the Police Dispatch Center because it is on its own separate HVAC system, which also provides the air quality for our servers for the entire city. We understand that there are no acceptable standards for mold levels in the State of New York, so it may be necessary for us to temporarily abandon the building to get the messy work done or come up with some other triage to ensure that providing the safest environment possible. To answer questions about the DPW building, there is still a lot of work that needs to be done there; yet we have put in a temporary ventilation system to provide more air moving through the building. Essentially as our finances are concerned, we have identified a substantial investment that needs to be made for the public safety buildings, as well as the offices at city hall. But we are lacking the bonding capacity necessary to move forward with a capital plan. This work is not cheap, and it comes with a fairly high price tag to clean up the buildings. He asked for the understanding of our valued work forces as we try to work within an affordable and acceptable solution. We've been working on it for a while, but, it keeps coming back to the money each and every time.

PERSONNEL ISSUES

Mr. Ciaravino commented that our Comptroller Kathryn Mack tendered her resignation. Her work, her diligence and her professionalism to clean up the books and the accounting in our city was valued by all of us, and she is already sorely missed. He is consulting with both the city's auditor and the city's consultant who will assist us in getting our budget across the finish line. This person is well aware of the challenges we face, including the proposed SAFER budget. We have to be able to sign a grant if we are going to accept it by October 1st. We want to be able to address the 65% balloon payment that will become due in the 3rd year of the SAFER grant. If for any reason we are unable to fulfill that obligation, then there could be stringent penalties, as well as a Black Mark on the City of Newburgh for future federal funding, through that program and possibly other programs. We acknowledge that this is more challenging in Ms. Mack's absence; yet, we are making provisions to ensure that we are not making mistakes that will take the city backwards in any type of way.

Ciaravino discussed the tentative filling of a part-time HR Director position. There are paperwork issues that are slowing us down in the process, and he stated that he would take responsibility for the oversight. He mentioned that the interim appointment of Cynthia Corsiglia has been brought before the Civil Service Commission for review so that it can be ruled upon at the next Civil Service meeting in September.

RECREATION DEPARTMENT

Registration for the Positive Teen Image Program is still open, and there is still room for high-school aged youth. Please contact the Recreation Department for more information. The Newburgh Steelers Youth Football Organization will host a quadruple header on Saturday, October 6th. For more information on this please contact Rene George at (845) 597-3062. Registration for the youth winter basketball and indoor soccer leagues are open. Contact the Recreation Department directly for more information. Registration for the Over-30 Men's Basketball League is now closed.

POLICE DEPARTMENT MATRIX REPORT

Mr. Ciaravino commended Chief Solomon and the team for putting forth a huge effort for the Matrix study. The slides contained a lot of content; but, for reasons of time management at the work session, we were only able to get through a portion of it. He would like to invite Chief Solomon to sit down with them and pick up where he left off to discuss plans and goals moving forward. We have gone from an all-time high ratio of bullet-to-body injuries, down to a low three (3) for the year. All three cases have been solved. This is a tremendous statistic in law enforcement, and we have worked a miracle in the community. We want to be able to maintain that continuity with the innovative programming and leadership that we have in the police department. We face systemic challenges, but, regardless of what branch we come from we all have to be able to work together.

The city manager concluded his report at this time.

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EXECUTIVE SESSION

Councilman Grice moved and Councilwoman Rayford seconded that the council move into executive session to discuss personnel issues at 7:27 P.M.

Ayes- Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey-7

CARRIED

Councilwoman Rayford moved and Councilman Grice seconded that the council exit out of the executive session at 8:20 P.M.

Ayes- Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey-7

CARRIED

PRESENTATIONS

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

Mayor Harvey called a public hearing to hear comments concerning a proposed amendment to Local Law No. 1-2015, which adopted a residency requirement for department heads.

Kippy Boyle commented that from her understanding this resolution corrects an oversight when the original resolution was passed in 2015. She supports that it enables employees, who started working for the city prior to 2015, to move forward professionally while exempting them from the residency requirement. But she would be in favor of any wording that may be necessary for us to have the freedom to hire the best qualified applicants regardless of residency.

Michelle Basch stated that she worked for one of the top corporations in the U.S. for thirty-one (31) years. Ideas were routinely gathered during conference calls because the offices were spread out across the country. Personally, she does not understand why we should limit our search to the best qualified person based solely on geography. Basch does not care where anybody lives as long as they are the best person for the job.

Chrissy Amato stated that we should be looking for the best possible candidates for the job. But certain top positions, such as the City Manager position, should adhere to the residency requirement. As a city resident, she feels that it is important for certain department heads to live the same experiences that the residents and business owners are living. Certain issues become a priority when they become part of a person's day-to-day experience.

Ms. Boyd supports the residency requirement. No one wants to hear the excuse that a person was unable to come to work due to bad weather, because they live so far away from the city; but, she does not want to knock down the qualified people who

work here and may not live here. If that is the case, then we are going to have a free for all, and we can't afford to have relocation fees put into city job specifications.

There being no one else wishing to speak for or against the matter, the public hearing was closed.

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

Chris Patella stated he has lived in the city for twenty-five (25) years. He has seen strong progress made in the city; but, most recently he is discouraged by the lack of progress on road construction at the intersection of Clinton Street and Grand Street, extending onto Liberty Street. It is difficult to drive when the roads are closed and the streets are full of potholes. He is concerned about the recent building collapse on Grand Street, which is next to his home. There is a tremendous issue with the structure of the building, and workers came in again today to place another tarp, which makes zero sense to him. He hopes this issue can be addressed by the codes department.

Chrissy Amato is concerned about the budget deficit. It is sad that we are down a comptroller. Now we want to propose an increase in the 2% tax cap for the city to remain solvent. Every year we continue to cut vital services, and increase taxes. Where are the conversations about revenue creation so that we don't have to make cuts every year? She read an article about 200 units of affordable units, ergo another tax pilot. She is a taxpayer, and she is not willing to pay another increase in taxes this city. The streets are looking more and more deplorable, and it looks worse than many Third World countries that she has visited. There are issues emanating from the properties owned by Mount St. Mary's College. Issues such as noise violations and under-age drinking need to be handled. She is concerned about the RFP process, in general. She feels that we are making recommendations for developers who don't fit the criteria we are looking for. Is this what we want for our city?

Drew Kartiganer pointed out that we claim to be a fair and welcoming city. Yet we failed to uphold to that higher standard when we proceeded to hold the last city council meeting on the evening of the Jewish New Year. You cut out a whole group of people who participate in democracy. Jews were instrumental in building Newburgh, and they deserve respect like everybody else. Second, his favorite subject is numbers. The proposed Alembic project works out to the developer paying only $300 for 2 Montgomery Street, which is a drop-dead gorgeous site with river views. Alembic can't figure out how to pay more money than that? Last, he mentioned that he would be available to discuss the Mid-Broadway issue. He and Stuart Sachs probably know a lot more about it than anyone else. It is a $31 Million lawsuit against the city, so you'll want to be armed with everything you can to be able to fight it. He feels that lawsuit should not go anywhere if the council just reaches out and calls him to discuss it.
(See Comments Attached)

Martha White commented that Independent Living is stating that it needs to create 200 workforce housing units on city-owned land, along with the request for a PILOT. Many folks here are going to discuss the tax implications of it. Workforce housing is a meaningless phrase, and it does a huge disservice to the people who are trying to scrape by on that amount of money. She hopes the council supports policies and solutions that are going to bring better paying jobs. We need to create supportive housing for people, which does not have to be Class A, fully-contained apartments, created at great expense. She stated that there is an opportunity to create housing that kind of plays off the best parts of that 'rooming house model'.

Michelle Basch suggested that we collect fees from all landowning not-for-profit users if they use the services. They should pay their fair share at the same rate that all taxpayers do. We are in a disastrous place, as people can't afford to pay this amount. She urged the city not to do the State and County's dirty work by concentrating people in need within a 4x4 mile radius. She read the Webster's Dictionary definition of the term 'ghetto'. Children in economically disadvantaged situations should be housed in areas with better schools, as you are not doing them any favors by clustering them all together. She asked why can't Newburgh be the first city in New York State to decrease the illegal sell of recreational Cannibus? We could generate revenue by controlling it and taxing it. It's incremental tax revenue, and it's happening anyway.

Kippy Boyle remarked about Resolution #268-2018. She did not recall seeing the resolution at the work session. She felt that it is inappropriate to vote on an item when it has not been properly reviewed. She urged the council to table it because you don't want to make another mistake. Some of the constituents have ideas about revenue-generation, such as a Municipal Service Fee for exempt and wholly-exempt institutions. Also extensions on an 18-month Reverter clause should not be free.

Bridget Hayes remarked about the RFP for 41 Liberty Street. It was put out by the selection committee, in which five people applied. Yet, the council only heard one proposal. Three prospective bidders had clear and comprehensive plans for use of the commercial space. This particular proposal is for someone who resides in Syracuse, New York, and who is looking to put a satellite office in Newburgh for their clients in Westchester. Hayes wanted to know why the city council had not been privy to all of the proposals. There were two strong proposals, including a restaurant and a deli. We claim that we don't want to look like Beacon, so let's not do what Beacon does and sell to the highest bidder.

Oren Cohen commented that there is a problem with the RFP process. It appears that we are picking an outsider, with no vested interest, and we are doing so without knowing all of the plans on the table before us. An outsider is simply looking to profit off of a future improvement down the line instead of actually contributing something to the community. It just seems like a backroom deal.

Denise Parrilla commented that she called the water department due to water discoloration at her home on Leicht Place. She was told by the department that they only flush the system once per month due to her home being located at the end of a dead end block. She was told that there is funding available for new hydrants that will flush the system automatically. But she does not understand why she has to pay for dirty water. She is a taxpayer, and the water bill should be adjusted.

Erica Yuri is concerned about the properties behind her home. They are zombie properties, and they should be sold to others so that they can go back onto the tax rolls. There are undesirable people that go in and out of those buildings to do their business. It is a mess in the neighborhood. She is happy that the home at 161 Lander St was demolished; but, it is still breeding ground that people use to dump old furniture. There should something more secure than the blue barrels that the children constantly go near.

Tom Roberts stated that the property at the corner of Broadway and Chambers Street has become no more than a hangout for drifters, drug users and prostitutes. He asked why we can't put up a fence to block out that view. What kind of example are we showing outsiders when they see these things occurring on the main street in our city? He spoke about the RFP process for 41 Liberty St. He is against an outside company setting up a satellite office, when there are people from Newburgh who want to open businesses and create jobs. If you looked at the other proposals, then why wouldn't you consider people right here from Newburgh. Also he asked how much money is being thrown away from the police and fire calls regarding the college students at Mount St. Mary's College.

Omari Shakur announced that tomorrow is National Registration Day, so he will be located throughout the city doing voter registration. He commented about the internship program with United Way. Shakur stated that they have reached their goal of 700 registrations. They hope to increase voter output by at least 20% this year. We are trying to show that Newburgh does vote contrary to the popular belief that people in Newburgh don't vote. If you can't vote, then don't talk about change for Newburgh.

Ms. Boyd stated that the Police Community review board is an outlet for people, who have concerns about their neighborhood, to come and voice their opinions. People are able to make complaints and you have the opportunity to speak with the Chief Solomon. It is not just a forum for the committee to vote on incidents, it also receives civilian complaints. The meetings are held every 4th Wednesday at 7:00 P.M. at the Activities Center. Also she agrees with everybody else that we should not just give away our properties to outsiders who are not going to pay taxes. There are people here who want to make a difference in their own neighborhood.

This portion of the meeting was closed.

Submitted by D. Kartiganer at the Council Mtg held on 9/24/18

9/24/18 City Council notes and comments...

1st...
I want to register a complaint on your last meeting date... RABBI

but first I want to note the comments and desire to being a "fair and welcoming City"...

A City open to all people regardless of sex, age, sex orientation, color and all that...

When you make the sort of claim of being a "fair and welcoming City"....
it imposes on you a higher standard...
to maintain those claims of openness, fairness and .. and all that....
all that includes religion....

you fail ~~in~~ to uphold the standard,
the higher standard this City Council has tried to claim...
when you hold City Council meeting on the Jewish New Year...

In doing that you cut out a whole group of people that participate in the Democracy in Newburgh.... that is not right...

Jews were important and instrumental in building Newburgh...
We... deserve respect like everyone else...

2nd...
on my favorite subject... and on Numbers...
I just want to ask City Council members...conceptually speaking...

how is it that a developer could propose over $8,000,000 in developer fees like Alembic...
and propose to pay only $300 to buy 2 Montgomery Street...?...

To restate that statement...
How is it that 1.8 acres of drop-dead gorgeous land with a view overlooking the Hudson River are supposed to be sold for $300.00?... when the developers are pocketing over $8 million?..

I'm not really sure how a deal like that is cut... or even proposed... Pretty suspect

Submitted by D. Kartiganer at the Council Mtg held on 9/24/18

Last...

I don't know what is going on with Mid Broadway and their $31,000,000 suit...

what I do know is,
I have not been contacted by anyone from the City or your Legal Counsel about it...

my point is ...

I don't think there is anyone who would knows more about the holes, weakness and failures of Mid Broadway fiasco than Stuart Sachs and I...

And for us not to of been contacted...
to least have a brief discussion by your legal advisors....
is, in my opinion, a mistake

I have told people on the administrative side I am available...
and have heard nothing...

You are the guys who run the City...
I'm telling you now as well...

Drew Kartiganer

Saved on: DAK dell DT15
Saved in: My doc/ 3 Montgomery Street politics
Saved as:

Submitted by D. Kartiganer at the Council mtg held on 9/24/18

ALEMBIC BUDGET

Montgomery Heights		Date	6/28/2018
Site: Grand & Montgomery		Units:	140

SOURCES AND USES

Construction Sources		per DU	% of total
HFA 1st Loan	$30,502,240	$217,873	50.28%
Supportive Housing Opportunity Program: Affordable Units	$5,225,000	$37,321	8.61%
Supportive Housing Opportunity Program: Supportive Units	$8,400,000	$60,000	13.85%
Federal Home Loan Bank of NY: Affordable Housing Program	$2,450,000	$17,500	4.04%
Middle Income Housing Program	$2,660,000	$19,000	4.38%
LIHTC Equity	$3,374,890	$24,106	5.56%
SLIHC Equity	$0	$0	0.00%
Deferred Developer's Fee	$6,800,000	$48,571	11.21%
Accrued Interest	$642,299	$4,588	1.06%
Reserve Loan	$612,930	$4,378	1.01%
Project Gap	$0	$0	0.00%
Total	$60,667,358	$433,338	100.00%

Permanent Sources			
First Mortgage	$16,250,000	$116,071	26.79%
Supportive Housing Opportunity Program: Affordable Units	$5,225,000	$37,321	8.61%
Supportive Housing Opportunity Program: Supportive Units	$8,400,000	$60,000	13.85%
Federal Home Loan Bank of NY: Affordable Housing Program	$2,450,000	$17,500	4.04%
LIHTC Equity	$14,749,653	$105,355	24.31%
SLIHC Equity	$5,250,000	$37,500	8.65%
Middle Income Housing Program	$2,660,000	$19,000	4.38%
Deferred Developer's Fee	$4,427,476	$31,625	7.30%
Accrued Interest	$642,299	$4,588	1.06%
Reserve Loan	$612,930	$4,378	1.01%
Total	$60,667,358	$433,338	100.00%

Uses				
Acquisition Cost	PURCHASE	$300	$2	0.00%
Construction Cost		$44,384,965	$317,035	73.16%
Soft Cost		$9,482,093	$67,729	15.63%
Developer's Fee		$6,800,000	$48,571	11.21%
TOTAL USES		$60,667,358	$433,338	100.00%

$300 - TOTAL ACQUISITION COST

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

UPDATE ON THE PUBLIC SAFETY BUILDINGS

Michael Ciaravino respectfully requested that the representatives from Quest Environmental Services provide a brief update about the mold at the West End firehouse. Representatives Rudy Lapinski and Ken Heck were available to answer any questions the council may have concerning the situation. Lapinski remarked that material came back positive with asbestos. We have to do a contamination assessment to determine the extent of it, and to see what needs to be done from there. He stated that air sampling can be completed rather quickly. If any variances from the State need to be applied for, then that can be done fairly quickly too. And then we can come up with a plan to clean up the areas.

Councilwoman Rayford asked that why now all of a sudden asbestos and other contaminants are so manifesting that it requires a shutdown? She feels that this should have been done a long time ago. She stated that some firemen are also qualified as code inspectors. This is a behavior situation, similar to that of the water situation.

Chief Terry Ahlers stated that recently the union paid for air testing in both firehouses. When they received the results they forwarded them to the city manager.

Rayford offered her apologies to the fire, police and DPW departments for not looking closely at the buildings. She vowed that the council is going to look into the matter closely, because she does not want anyone to get hurt. Anything that we can do to help you guys, we are here for you. Please don't wait until things get this far to talk to the council, because the council members are approachable.

Ken Heck of Quest spoke about the Grand Street facility. A visual inspection of the building was completed, and as soon as we have all of the information we will be able to submit a complete assessment report, along with remedial recommendations. We can't provide a lot of details right now, as it is a multi-faceted process. He never wants to say something, and then have a piece of data come in that contradicts him. Hopefully in another week the full report should be completed. Given the circumstance, the city is doing the best it can to resolve the matter. Many other

places are having similar problems, so Newburgh is not unique. Given the changes in weather patterns, we are starting to see this outbreak more and more.

Mayor Harvey is concerned. He asked how long has this contamination been going on. The safety of the city employees is paramount, and the human element is much stronger than the physical element of the buildings themselves.

Heck pointed out that they haven't done a lot of work at the West end firehouse in the past. They worked at Grand Street and performed an assessment in 2012, in which they made some remedial recommendations.

Mr. Ciaravino stated that we effectively shut down the locker room at the police department, and we relocated it on the other end. Also we erected a numbers of different vertical support beams inside of the locker room to hold up the concrete decking above that. The real challenge is the weakening of our bonding capacity for capital improvements. We were mandated by the State for environmental compliance. Having consumed a large percentage of our bonding capacity for the municipal courthouse we will only have that bonding power as we retire notes. The challenge of a ten-year plan is less about creating something out of nothing; but, possibly looking at other ways we can create public-private partnerships. There is a lot of work that needs to be done there, and the question is whether or not we want to expend those funds, which can cost up to $500K for the proper cleaning and remediation of the mold spores.

Councilman Grice stated that apparently the efforts were inadequate, and he is upset by the situation. Beginning tomorrow someone needs to develop a 10-year plan for our public safety buildings. That would give us even more time, but, we need a concrete plan for fixing our buildings, and we have to figure out how we are going to pay for it.

COMMENTS FROM THE CITY COUNCIL REGARDING THE AGENDA

Councilman Grice thanked Ms. Boyd for bringing attention to the Police Community review board. He thanked Ms. Basch for suggestions on generating revenue. He feels that the RFP process should be clarified for the community, because it does give him some pause on it when it comes to tonight's item. He encouraged everyone to get out and vote. Grice stated that he knows the alleyway on Lander Street because he grew up there.

Councilman Jacobson remarked that he didn't know they were going to have an executive session tonight. Despite the personnel changes, the city of Newburgh is stronger than any elected or appointed official. As far as Alembic is concerned, he makes his decision based on numbers and facts, and he has not seen anything different to make him change his mind about it. He thanked everyone for voting in the Primary, and he is honored to be chosen as the Democratic Nominee for the NYS Assembly.

Councilman Mejia commented that there a lot of transitions occurring. She wants everyone to know that we have a city council that is committed to supporting a structure that improves the health and safety of our city staff. We have some tough decisions about funding. We are all taxpayers, and we can't have any tax increase, so it is important that we try to find the middle ground.

Councilman Monteverde stated that she is concerned about the alleyway at 110 and 112 Broadway. She understands that a new owner recently purchased the property, and hopefully he can start working on the building and getting the necessary permits. Broadway is our main street, and we need to make sure our business owners feel like we are doing all that we can to be supportive of them. Second, we want to create a safe working environment for police, fire and all of our city staff. Monteverde stated that she supports the SAFER grant, yet we need to make sure that we are able to fund it. She would like to revisit the RFP process. A fee for the extension of a reverter clause is a good idea that Ms. Boyle suggested. Also we need to ensure that these groups that are hosting events in the city pay their fair share for the garbage that is generated.

Councilwoman Rayford remarked that she recently received information that a vote they made on July 9, 2018 failed because four-fifths of the majority vote did not exist. Many jobs are posted, yet no one from Newburgh ever gets the job. We do have qualified, educated and experienced persons from Newburgh, and she thanked God that we are waking up to these situations, as she mentioned them a long time ago. Rayford is starting to wonder why all of the department heads are leaving the city now. She encouraged more public input, because the public hears and sees much more than the council does.

Councilwoman Sofokles spoke about the zombie properties. It reinforces how important the Landbank and companies, such as RUPCO, are to our community. She thanked Ms. Boyle for bringing good ideas upfront. The problems with college students occurs everywhere; but, we do have to address it because we are a smaller municipality. She would like to revisit the RFP process. She likes the idea of anyone coming in to renovate a property; but, perhaps we should table it another meeting to hear the other proposals and make discussions more inclusive for our residents. Sofokles stated she brought up the mold situation in the PD a couple of years ago. She does not understand why it took so long for the humidifiers to be placed inside the building. She wants to ensure that our firefighters have someplace safe to work. She hates to see that the West End firehouse is closed. She is in her office today due to the rapid response time by the West end's fire unit called to a fire at her own building.

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MOTION TO SUSPEND AGENDA

Councilwoman Monteverde moved and Councilman Grice seconded that the council deviate from the agenda to hear an explanation of the RFP process by City Planner Alexandra Church.

Ayes- Councilman Grice, Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles, Mayor Harvey-7

MOTION CARRIED

Mayor Harvey felt it was important for this explanation, because many people get discouraged once an RFP doesn't go a certain way, then people want to say it is invalid or corrupted. He feels that when the RFP process is happening, it is probably better to address those needs before a decision is made. We can't have it both ways, but we want things to be fair and open. But when it goes a certain way then we have all of this stuff. You can't change the bar after the process has been completed. We have the fiduciary responsibility to change the process to make it more open. But, you can't change a decision from the committee that has already been made. To be frank, Harvey does not really care who goes in that building. He is more concerned with that building going back onto the tax rolls, which will ultimately lead to the growth and revitalization of the city.

Church explained that some of the competitive properties in an RFP are laid out with very detailed scoring percentages. The top two (2) proposals came in very close. The two things that put it over the edge is that the winner stated he was going to be an owner-occupant, and the business is going to be an engineering firm, which pays a higher salary range. These were the deciding factors for the selection committee. The committee considered bringing the top two proposals before the council; but, ultimately because it was unanimous the committee decided to present the one proposal.

Michelle Kelson remarked that the materials were presented to the council at the July work session. This process tracked the same process as the RFP for 109 South William Street. The review committee consisted of herself, Church, Ellen Fillo, Deirdre Glenn, and Fred Visconti and James Raimo as outside business participants. The highest scoring proposal was brought to the council, and then they followed through with the written development agreement. When asked by Harvey if she felt the process was fair, open and objective, Kelson responded in the affirmative.

Councilwoman Sofokles is not stating that the process is not fair. She just feels as though both of the top two proposals should have been brought before the council. She trusts the committee's judgment; but, the council is the one who ultimately has to vote on it. Engineers are always going to make more money than restaurant workers. Perhaps a couple of council members should sit on the RFP committee.

Kelson pointed out that the last time a council member sat on an RFP committee, that individual suffered tremendous personal attack for trying to participate in an RFP process that concerned her ward.

Councilwoman Mejia stated that it is up to this council to set those standards for the staff. The staff has always functioned with the utmost and highest integrity of when they do their job. You have members of the committee whose licenses are on the line if they fail to do what they are supposed to do. She announced that there are currently two (2) RFPs out for the City of Newburgh. One is for the Civil War Monument and the other is for the building at City Hall. Contact the Statewide database *Bidnet* to sign up for them.

Councilwoman Monteverde commented that this was the same RFP process utilized for 109 South William Street. People praised the Baxter Group, and the process worked well for that one.

Councilwoman Rayford asked who was on the RFP committee when the Alembic project was presented. She feels that both RFPs are tied together. Also she asked how many of the RFP committee members live in the City of Newburgh.

Kelson stated that she did not have the names in front of her; but, she would forward the list of names to Rayford. It was a much larger committee, and she does not believe it included the two outside community members. Fred Visconti has been a long time business owner in the City of Newburgh. Church, Fillo and Glenn are all city residents. Kelson stated she is the only non-resident that sits on the RFP committee. James Raimo is the Vice President of Operations at Mount St. Mary's College. They are community stakeholders.

Councilman Grice asked if city residents get certain preference points in the RFP process.

Church replied that for this particular RFP, the answer is "no". We could use a point system in the future though if the council elected to do it.

Mayor Harvey cautioned the council of the possible legal exposure when a city municipality starts making discriminatory practices, including preferences for residents. He has been in communication with a couple of mayors in Westchester who have faced these challenges. He pointed out that a person does not shed his constitutional rights just because he walks into an RFP process. Due process under the law is guaranteed to everyone.

Councilman Jacobson stated that first of all the council has the final say, even if the RFP went before the committee, and even if the council decides to discuss it out of order from the agenda. He feels that everybody should not get so defensive about it. We'll get to it eventually.

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MOTION TO RESUME TO AGENDA

Councilman Grice moved and Councilwoman Sofokles seconded that the council resume to the regular agenda at this time.

The council unanimously agreed.

Mayor Harvey resumed with council comments. He thanked Boyle for excellent revenue-generating suggestions. Perhaps we could look at it from a legal standpoint of what we can and can't charge in terms of not-for-profit organizations. Newburgh probably has the most not-for-profit organizations in the State of New York, and we want to make sure that we are crossing our *T's*. We are losing revenue due to all of the unpaid parking and codes violations, as well as people not having valid hack licenses. We are owed somewhere in the range of $200K-$300K for unpaid tickets alone. We need to talk about how we can link these delinquencies to the NYS DMV for possible license suspensions for continued nonpayment. Certain landlords in the city have enormous amounts of code violations, and the council is getting pulled into it because it is at a heightened level and needs to be addressed. As far as the city departments are concerned, we are moving along in a stable and cohesive way.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

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

Councilwoman Rayford asked who is doing this work now that the Comptroller is gone.

Michael Ciaravino pointed out that the staff in the finance office are on hand to assist during the transition. The work related to the availability of funds in the contingency have been calculated by the aforementioned staff in the Comptroller's Office. The demolition work is being overseen by Assistant Fire Chief William Horton, along with the company that has done other demolitions.

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Jacobson supported the resolution. He is thankful for the tremendous representation we had by our U.S. Representatives. It is unusual that we could get it a third time; but, we had some powerful people who did not only do press releases, but followed through and got the job done.

Mayor Harvey commended our firefighters for all that they do for the city. He supports it no matter what we need to do to make it happen. It is going to take some creativity in terms of the budget and what we need to do financially. There were a lot of conversations with our Federal, State and County partners to make it happen. The fact that we got it the third time around says a lot. We may have our differences, but it does not mean that we don't love and support our public safety teams.

Councilwoman Mejia stated that it is very rare for a municipality to get this grant a third time. She pointed out that we had a mixture of the municipality absorbing three firefighters who went in to demonstrate that they were willing to work with the needs of the community and the needs of the fire department in order to make what we need to function at a high level.

Mejia stated that this council body is making a conscious decision to ensure that for the first two years we have that city match funding, and the 65% city match in the third year. We have a real opportunity for us to get advanced earmarked percentages so that we can begin to put a little away for the future. Where there is a will, we should be able to find a way. You have the commitment of this body, and

it is being presented in a way that is balanced and fair to the taxpayers and visitors of this city. Many firefighters have gone as far as investing in the city in which they work in by purchasing homes here. She looks forward to seeing more city departments do the same thing. As someone who has been on the receiving end of some of the backlash in the community, it is important that we communicate it back to the community so that it doesn't have to come to a level of viciousness and lies.

Councilman Jacobson moved and Councilwoman Monteverde seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Jacobson stated that he is not going to vote for an increase in the tax levy nor is he going to vote to increase taxes. He will vote for the public hearing though. There are a lot of mistakes in this budget, because there are many items that should have been in the capital budget that are being expensed. A 15-year loan to fix a roof is a lot cheaper than having to pay $150K in one shot. When we finally get the city manager's budget, we have to see if any of these changes have been made; otherwise the council is going to make the changes so that the budget costs us less per year. And so we won't have to make any increases. We have limited resources, but, if you put things in the right category you won't have to spend as much. We are going to have to use a lot of common sense judgment.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Jason Morris commented that this is the bridge that will replace the current temporary bridge on Route 32. The construction is being funded by a bridge grant

issued by the NYS DOT.

Councilman Jacobson stated that it is taking a long time; but, he is glad that we are at the home stretch.

Councilman Grice pointed out that we get to keep the temporary bridge; even though he hopes that we never have to use it again.

Morris stated that they were able to negotiate a lease so that when the temporary bridge is disassembled it can be stored at DPW for future use, if necessary. There is a 20% match for the four (4) bridges: Mill Street, Lake Street, Lake Drive and Walsh Road. These funds are in the previous 2016 BAN that the council issued, and they are just waiting for approval on the final design.

Councilman Jacobson moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 266 - 2018 VEPO CROSS CONNEX

Councilwoman Rayford does not support the resolution. It should have been included in our budget. We have a spending freeze in the city.

Wayne Vradenburgh remarked that there is no cost to the city. If St. Luke's Hospital has to have its backflow prevention device tested, then they would have to pay to have it tested.

Michelle Kelson pointed out that there is a user fee associated with this software. Later in the City Manager's Report there is an ordinance in the city code that establishes the user fee for the software.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Jacobson stated that they discussed that the hours of operation should be the same as the hours of the park.

Michelle Kelson affirmed that the language is included in an amendment to the license agreement.

Councilwoman Rayford does not support it. It is baffling to her that somebody from the outside has to ask us what we would like to see in the City of Newburgh. Also we may be subjecting ourselves to transient and drug activity, so it may end up costing the taxpayers more money in the end due to any potential increased response from the PD.

Councilman Grice stated that he understood that we are making the property marketable for a future buyer.

Kelson explained that it is a vacant lot. At first instance, the city is maintaining it. If there are any calls for service, then the city is going to respond. Once the license agreement is signed, the licensee would be responsible for maintaining it. The city has the ability to terminate the lease upon fairly short notice if it is not satisfied with the work being done. The concept behind it is to establish a project for different usage of vacant lots in urban areas. The students from Columbia University are using this as a research project for their own academic work, and it was discussed at the previous work session.

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Sofokles, Harvey - 6
Nays: Rayford-1
Adopted

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

Councilwoman Rayford clarified that the actual RFP has not been approved, because the council is the body that approves or denies it. She asked Kelson, if the RFP is not being done according to the law, are there other individuals that people can go to voice their concerns?

Kelson did not understand her question, as the RFP process *is* being done according to the law.

Mayor Harvey stated for point of clarification, it was approved by the committee and presented to the council. He stands on the notion that many people use the corruption word in the city, and rightfully so, as it is important to maintain the public's trust with how we function as elected and executive officials. The same RFP process for the South William Street project was followed with this RFP. Now that this process is before us tonight, some people are not happy with the process. We need to be ahead of the curve. If the process needs to be amended or updated, then we need to do it *before* the process is finished. Now there is an award, and there could possibly be legal exposure.

Councilwoman Sofokles stated she was not questioning the committee itself. There was not a lot of public outcry about it. When Sofokles sees a lot of people come to the microphone and question something, then she wants to hear more about the process. When the decision is that close, then maybe we need to look at it closer in the future.

Councilwoman Monteverde moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Harvey - 5
Nays: Rayford, Sofokles-2
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 272 - 2018 Purchase of 81 Henry Avenue

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 274 - 2018 Purchase of 80 Prospect Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 275 - 2018 Purchase of 42 Concord Street

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 276 - 2018 Lift Orange Up Grant

Councilwoman Sofokles moved and Councilman Jacobson seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 277 - 2018 DEC Volunteer Fire Assistance Grant

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 279 - 2018 Fire Equipment Surplus

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Sofokles, Harvey - 5
Nays: Jacobson, Rayford-2
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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

Councilman Jacobson moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Rayford, Sofokles, Harvey - 6
Nays: Monteverde-1
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

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:

		Decrease	Increase
A.1900.1990	Contingency Emergency	$146,860.00	
A.1365.0448	Property Management -Maintenance Other Services		$146,860.00
	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.

261-18

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 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 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

RESOLUTION NO.: 96 - 2018

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, 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 April 23, 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

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.

262-18

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

EQUAL HOUSING OPPORTUNITY

"CDBG" - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- 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.

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

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

EQUAL HOUSING OPPORTUNITY

FY2019: Proposed Annual Action Plan Projects

Year 5 of the 5 Year Plan 2015 - 2019

EQUAL HOUSING OPPORTUNITY

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	

EQUAL HOUSING OPPORTUNITY

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.

2070

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

EQUAL HOUSING OPPORTUNITY

Project: Complete Streets Project
Budget: $225,000.00

Summary: Funding to support the following Complete Streets projects:

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

Project: Community Policing/Neighborhood Services

Budget: $18,000.00

Summary: Funding to support:

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY

FY2019 CDBG Projects Timeline

10/2018	11/2018	11/2018	2nd Quarter, 2019
Open 30-Day Public Comment Period	Public Hearing/Close 30-Day Public Comment Period	Enter FY2019 into HUD System (IDIS)	Receive FY2019 Allocation from HUD

SEAL OF THE CITY OF NEWBURGH INCORPORATED 1865

FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

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.

364-18

McLaren ENGINEERING GROUP applied ingenuity

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.

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

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.

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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 <u>subsurface</u> 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 Licensor may reasonably require.

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

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

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

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

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

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

11. GRADE CROSSINGS; PROTECTION SERVICES:

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

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

12. LICENSOR'S COSTS:

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

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

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

13. DEFAULT, BREACH, WAIVER:

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

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

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

14. TERMINATION, REMOVAL:

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

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

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing <u>any</u> 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 <u>Licensee</u> at the address above, and to <u>Licensor</u> at the address shown on Page 1, c/o CSXT Contract Management, J180; <u>or</u> 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
Date	5/23/2018

Invoice

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.**

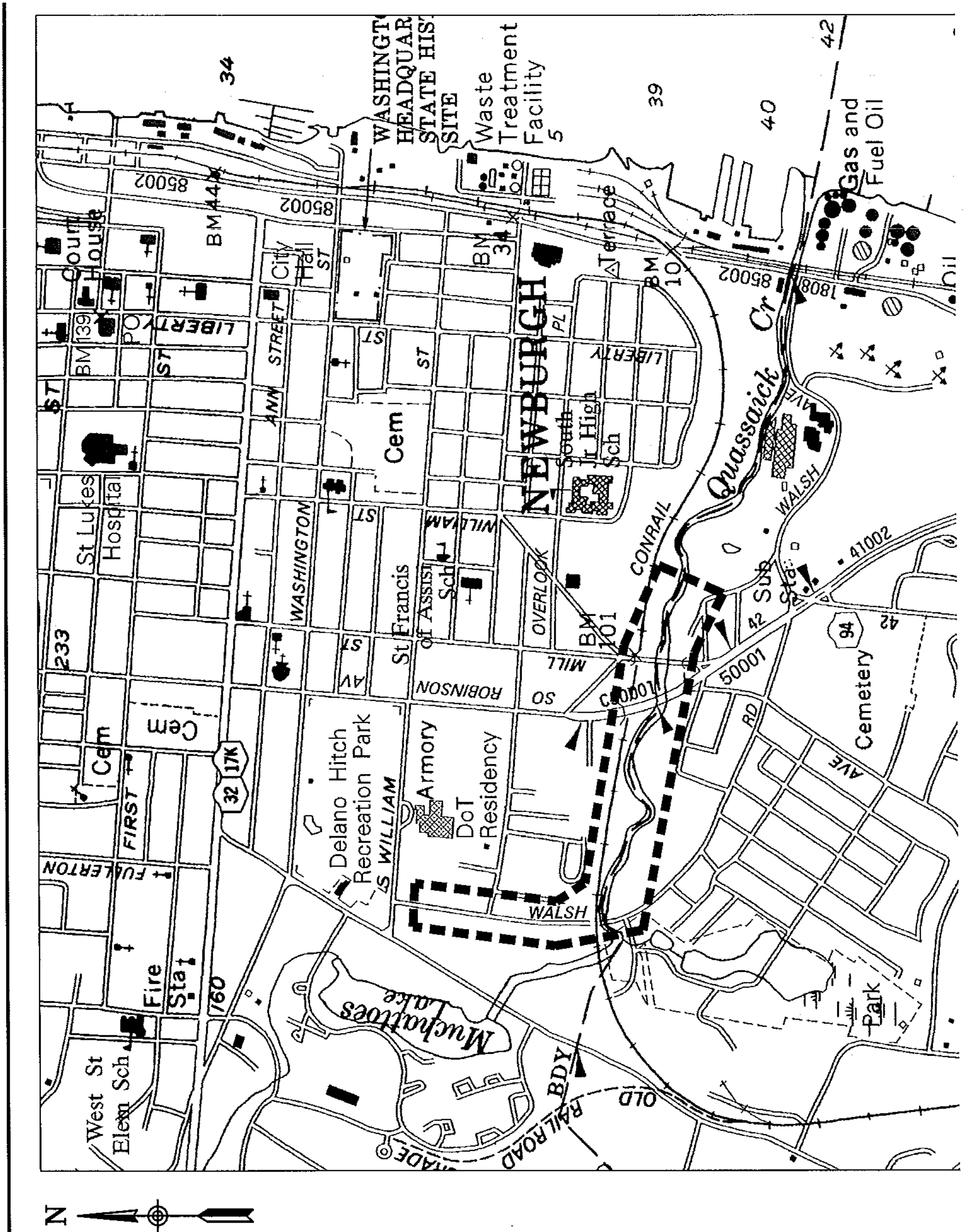
Legal Address:	**Mailing Address:**
500 Water Street, J180	500 Water Street, J180
Jacksonville, FL 32202	Jacksonville, FL 32202

Questions? Contact: 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 S
3. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPI 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 REPRE DEWATERING OPERATIONS.

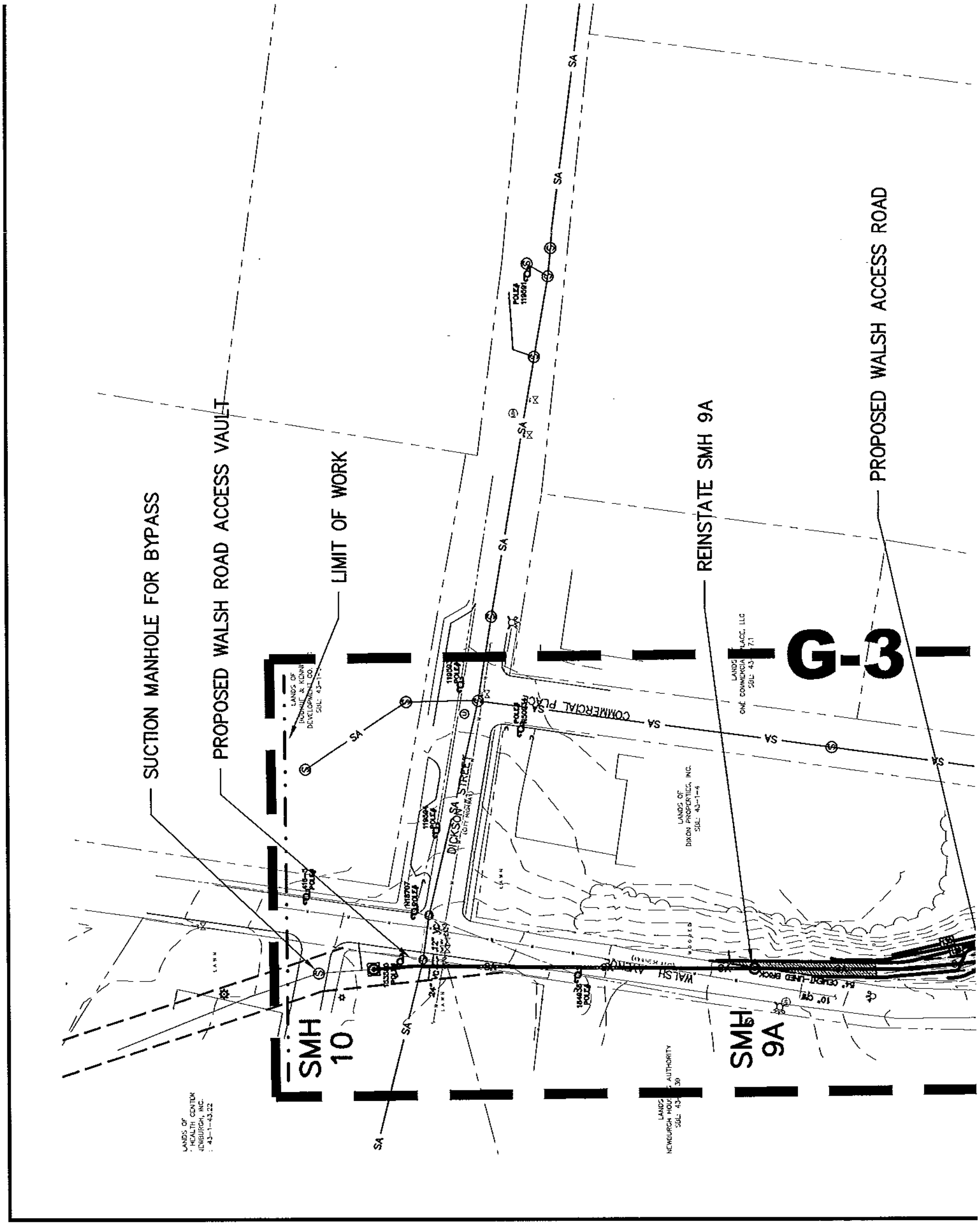


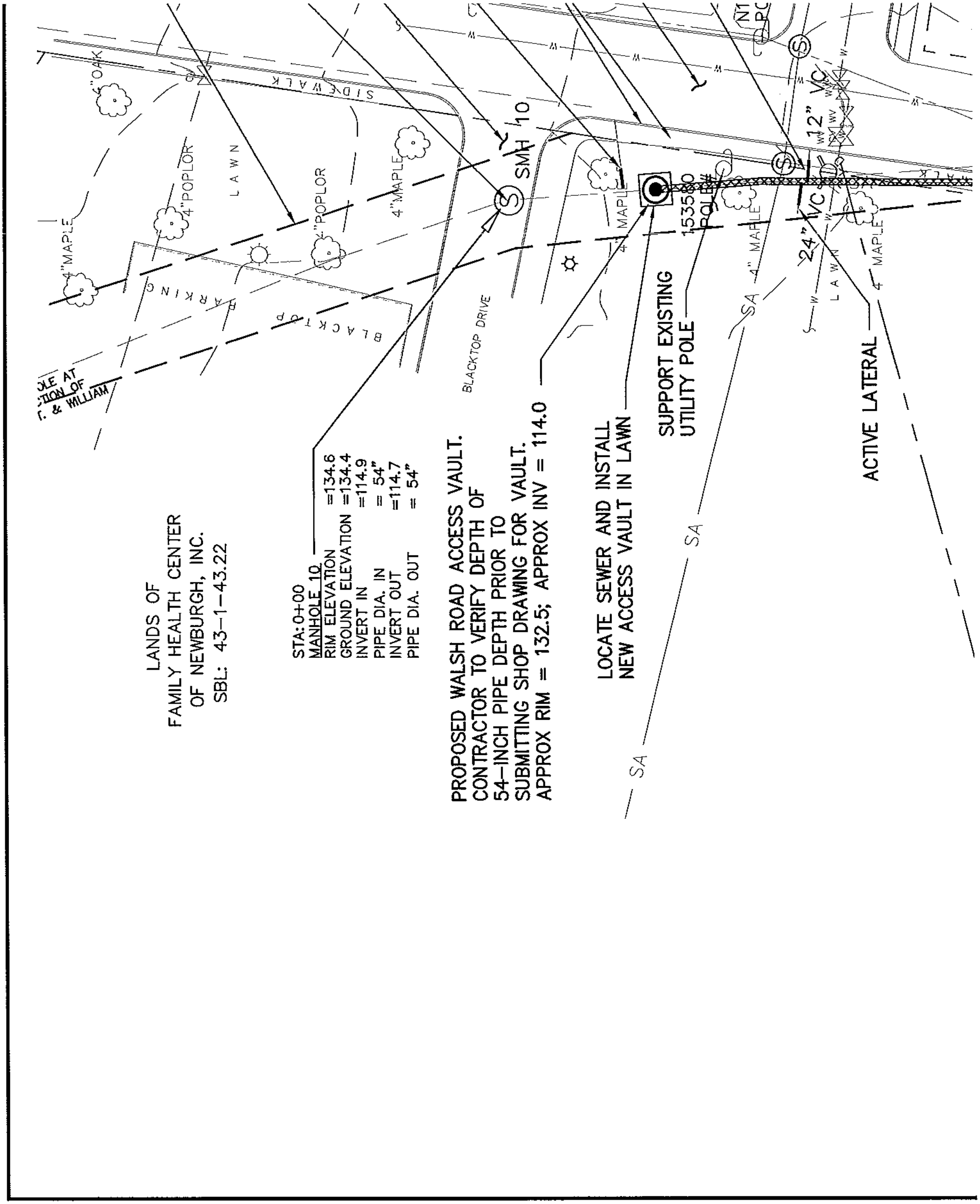
WASHINGTON HEADQUARTERS STATE HISTORIC SITE
Waste Treatment Facility
Gas and Fuel Oil
NEWBURGH
Court House
City Hall
PO
St Lukes Hospital
Cem
South Jr High Sch
St Francis of Assisi Sch
Delano Hitch Recreation Park
Armory
DoT Residency
Muchattoes Lake
West St Elem Sch
Fire Sta
Sub Sta
Cemetery
Park
Quassaick Cr
CONRAIL
OLD RAILROAD GRADE
BDY
LIBERTY ST
ANN STREET
WASHINGTON ST
WILLIAM ST
S WILLIAM
OVERLOOK PL
ROBINSON AV
MILL
WALSH
WALSH AVE
FIRST ST
FULLERTON
Terrace
BM 139
BM 44
BM 34
BM 10
BM 101
85002
41002
50001
1808
32
17K
94
42
233
160
N

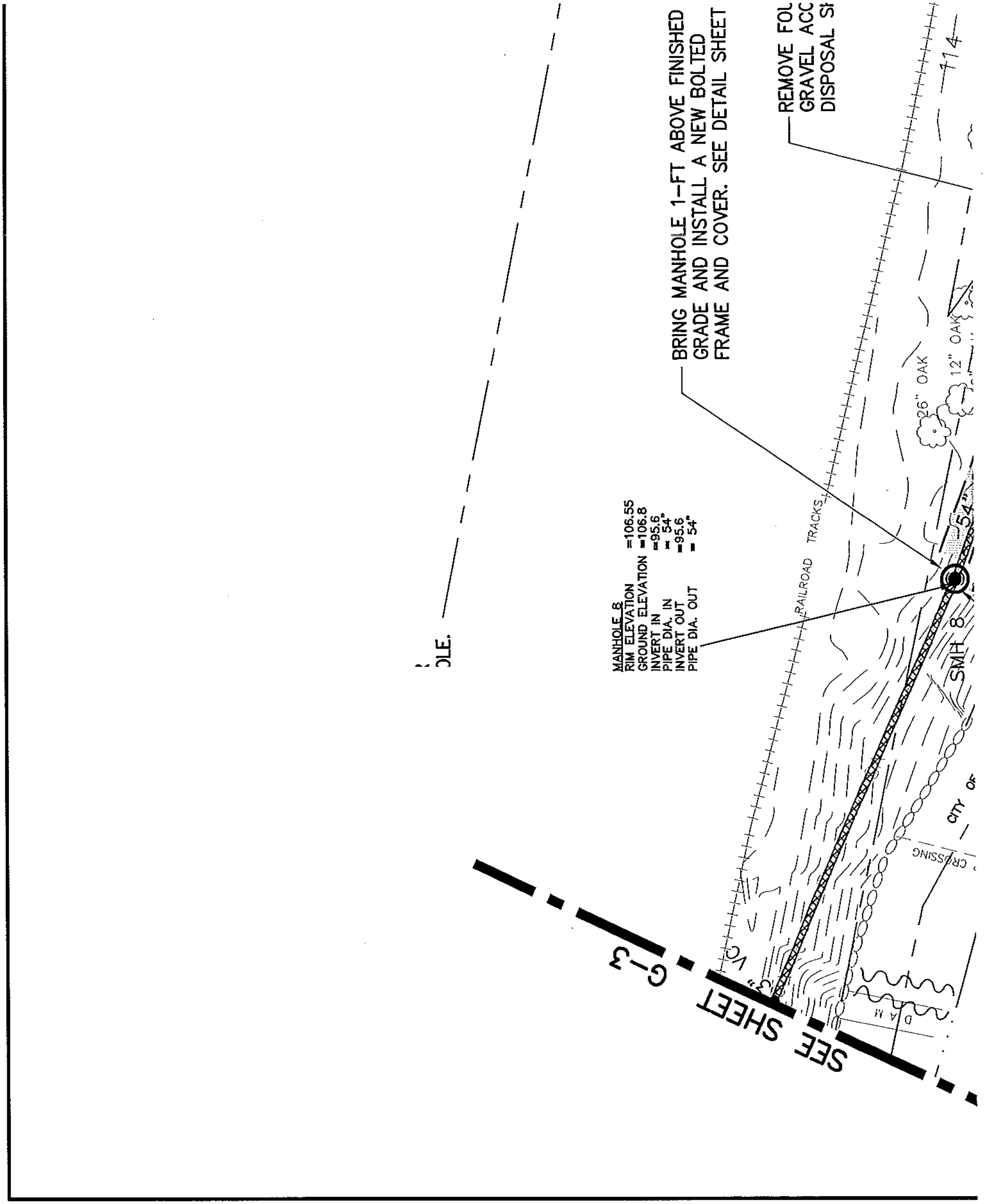
GENERAL NOTES

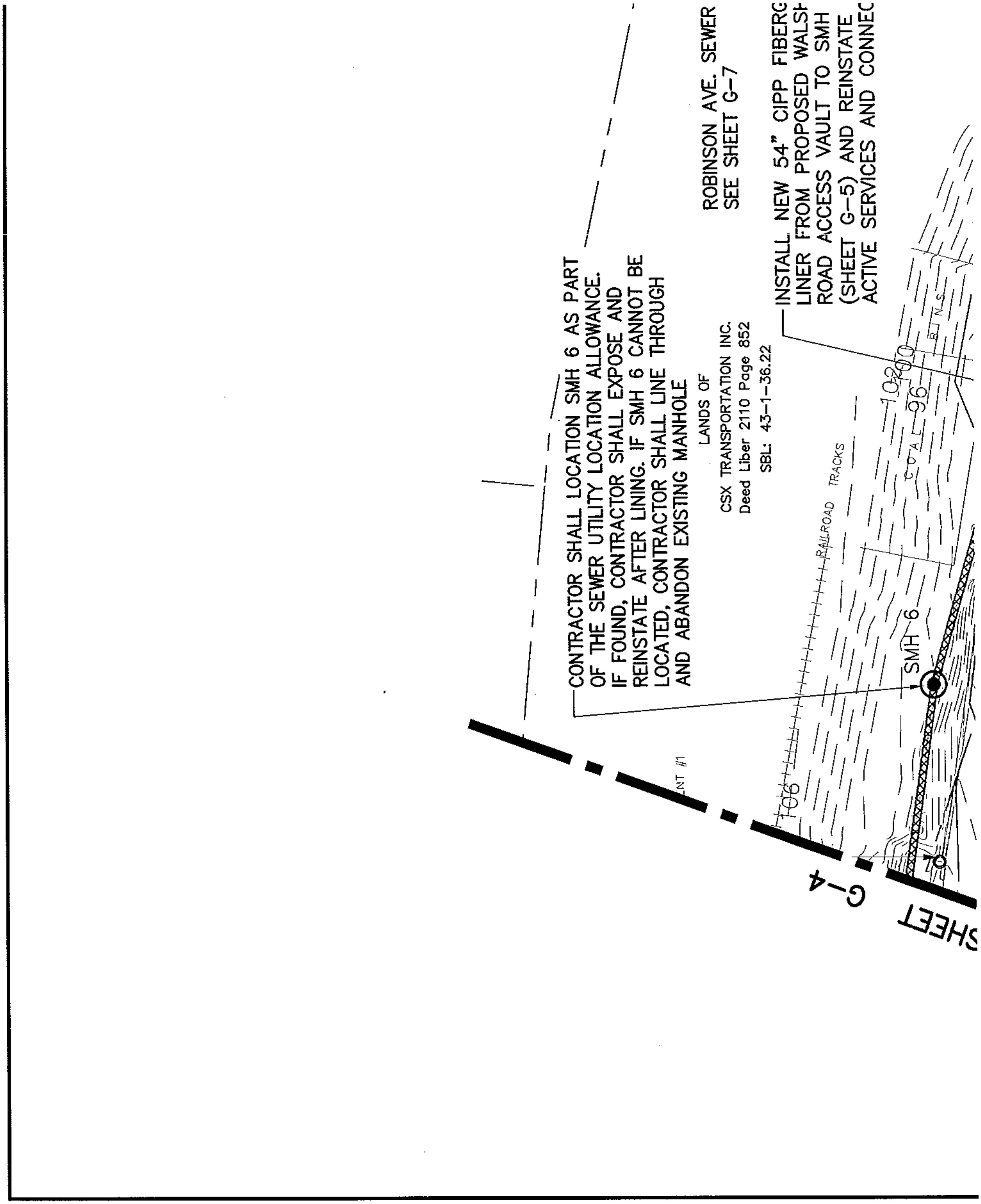
1. THE PLANS SHOW KNOWN SUBSURFACE STRUCTURES, ABOVEGROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH MAYBE DIFFERENT FROM THAT SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. CONTRACTOR SHALL COMPLY WITH THE STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE, 16NYCRR PART 753. CALL DIG SAFELY NEW YORK @ 1–800–962–7962 OR 811.
2. EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, UNDERGROUND ELECTRICAL, TELEPHONE, STORMWATER, CABLE, AND GAS SERVICES SHALL BE LOCATED AND PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY DAMAGED UTILITY TO THE SATISFACTION OF THE ENGINEER AND OWNER AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL PROTECT ALL EXISTING STORM WATER DRAINAGE FACILITIES TO REMAIN, INCLUDING PIPES, DRAINAGE STRUCTURES, SWALES, DITCHES, ETC. CONTRACTOR SHALL REPLACE AND RESTORE ANY OF THESE FACILITIES, AT CONTRACTOR'S EXPENSE, AFFECTED BY CONSTRUCTION ACTIVITIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY SURVEY OR RIGHT–OF–WAY MONUMENTS DISTURBED DURING CONSTRUCTION. THE CONTRACTOR SHALL EMPLOY A LICENSED LAND SURVEYOR TO RESTORE ALL DISTURBED MONUMENTS TO THEIR ORIGINAL LOCATION.
5. CONTRACTOR TO PROVIDE SEWER FLOW CONTROL PER THE CONTRACT DOCUMENTS IN ORDER TO COMPLETE THE WORK IN ANY AREA. WORK SHALL BE DONE DURING DRY WEATHER PERIODS TO ENSURE LOWER FLOW RATES. CONTRACTOR SHALL PROVIDE SEWER BYPASS PLAN PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL FAMILIARIZE HIM/HER SELF WITH SITE CONDITIONS AND SHALL INCLUDE PROVISIONS TO AVOID CONFLICTS WITH AND/OR RESTORE SITE FEATURES IN THE BID. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR WORK REQUIRED TO AVOID CONFLICTS WITH EXISTING SURFACE FEATURES OR RESTORE THOSE WHICH ARE NOT SHOWN.
7. UNLESS OTHERWISE NOTED ON THE PLANS, ALL EXISTING LANDSCAPE FEATURES LOCATED WITHIN OR OUTSIDE OF DESIGNATED RIGHT–OF–WAY OR PERMANENT EASEMENTS WHICH ARE DISTURBED OR DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION, (INCLUDING BUT NOT LIMITED TO CULVERT PIPES, SWALES, TREES, SHRUBS, BUSHES, PLANTERS, SIGNS, ASPHALT DRIVES, CONCRETE DRIVES, GRAVEL DRIVES, FENCES AND WALKWAYS), SHALL BE RESTORED AND/OR REPLACED IN KIND, SIZE, MATERIAL AND TYPE AS APPLICABLE, BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL SAWCUT ASPHALT AND CONCRETE PAVEMENT WHERE CROSSED.
8. THE CONTRACTOR SHALL COORDINATE THE TEMPORARY SUPPORT AND/OR RELOCATION OF UTILITY POLES, WHERE NECESSARY, WITH THE RESPECTIVE UTILITY. SUCH COORDINATION AND SUPPORT SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
9. ALL PIPE TRENCHES BENEATH ROADWAYS, DRIVEWAYS AND OTHER AREAS OF VEHICULAR LOAD SHALL BE BACKFILLED WITH SPECIAL BACKFILL AT SPECIFIED DEPTHS.
10. FOR CLARITY, EXISTING FACILITIES AND PIPING GENERALLY SHOWN LIGHT. NEW FACILITIES AND

1. INSTALL
PROTECT
2. INSTALL
3. 54" SEW
SMH 5A.
ALONG D
WETLAND
COST OF
PLATES,
APPROPF
APPROVA
14 MGD
ADEQUAT
4. CCTV EN
LOCATION
APPROXII
REMOVAL
5. CONTRAC
EASEMEN
SHALL BI
THE WES
6. RECONST
7. INSTALL
FOR WRIT
USE A P
8. RE–CCTV
THROUGH
TO SEAL
WHERE N
WALL.
9. RESTORE
10. COMPLET
GRADE, I
FINISH A
11. RESTORE

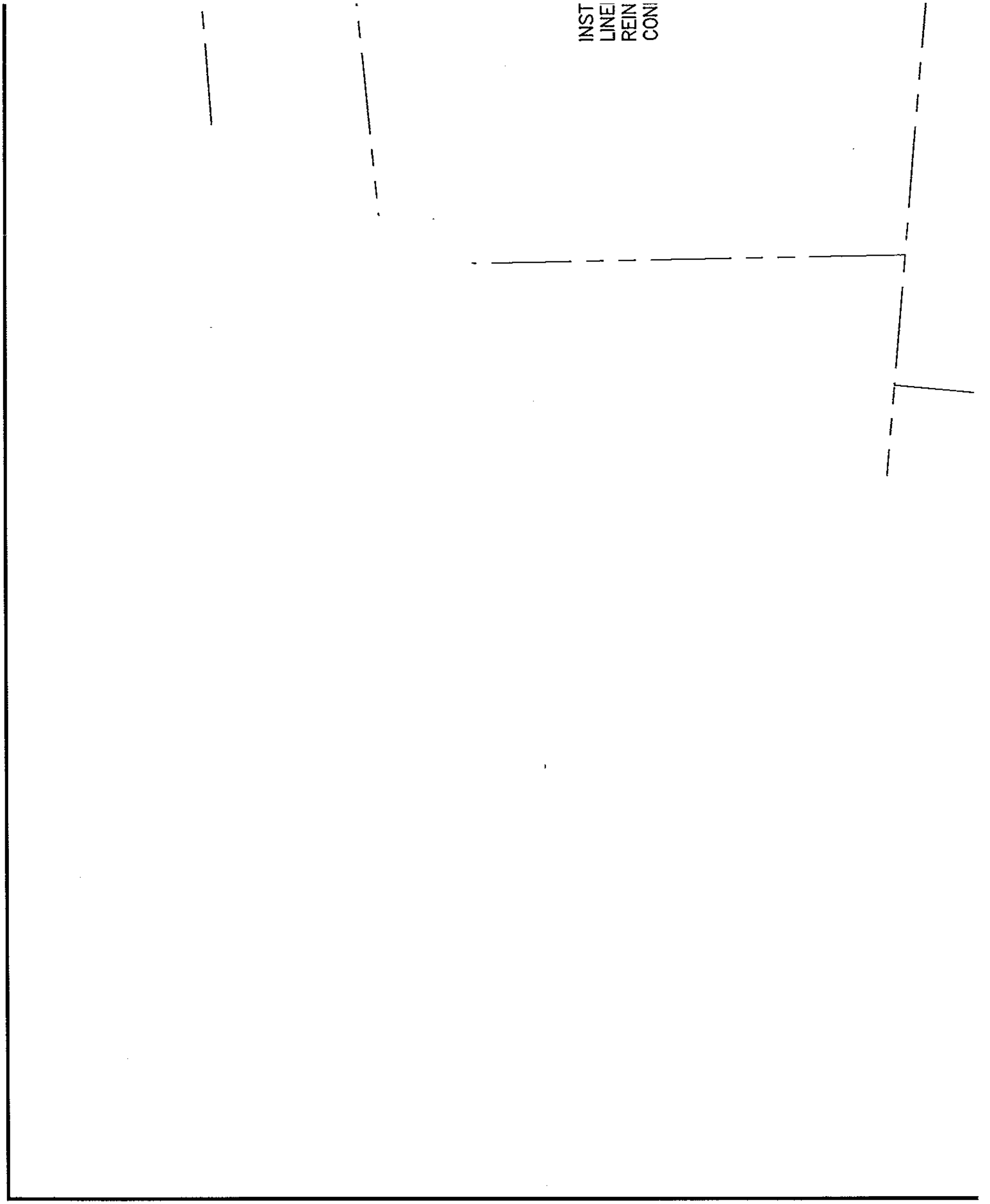

SUCTION MANHOLE FOR BYPASS
PROPOSED WALSH ROAD ACCESS VAULT
LIMIT OF WORK
REINSTATE SMH 9A
PROPOSED WALSH ACCESS ROAD
G-3
SMH 10
SMH 9A
DICKSON STREET
COMMERCIAL PLACE

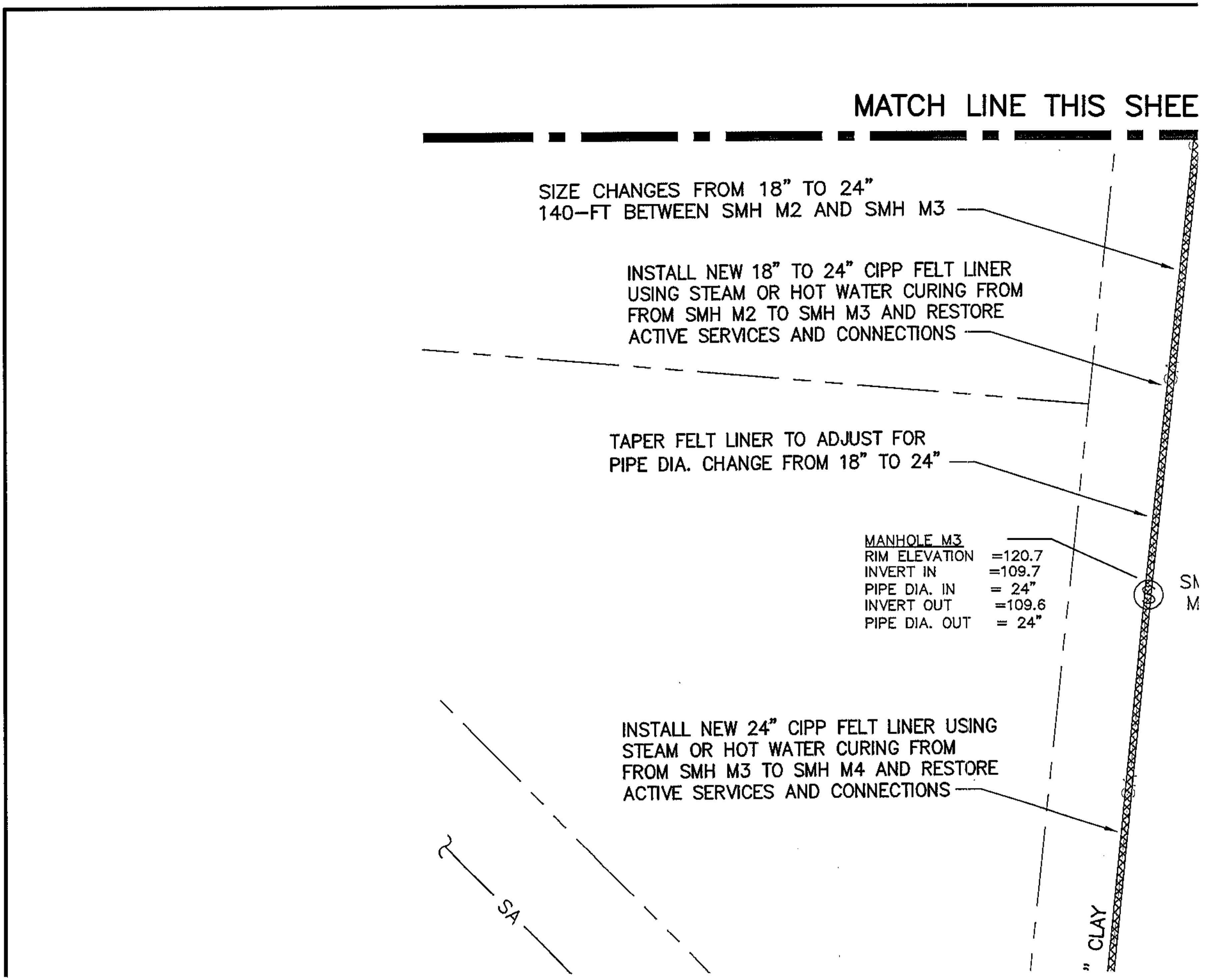

LANDS OF
FAMILY HEALTH CENTER
OF NEWBURGH, INC.
SBL: 43-1-43.22
STA: 0+00
MANHOLE 10
RIM ELEVATION =134.6
GROUND ELEVATION =134.4
INVERT IN =114.9
PIPE DIA. IN = 54"
INVERT OUT =114.7
PIPE DIA. OUT = 54"
PROPOSED WALSH ROAD ACCESS VAULT.
CONTRACTOR TO VERIFY DEPTH OF
54-INCH PIPE DEPTH PRIOR TO
SUBMITTING SHOP DRAWING FOR VAULT.
APPROX RIM = 132.5; APPROX INV = 114.0
LOCATE SEWER AND INSTALL
NEW ACCESS VAULT IN LAWN
SUPPORT EXISTING
UTILITY POLE
ACTIVE LATERAL
SMH 10
BLACKTOP DRIVE
BLACKTOP
PARKING
SIDEWALK
LAWN
4" MAPLE
4" POPLOR
4" OAK
12" VC
24" VC
POLE#
15358
SA


BRING MANHOLE 1-FT ABOVE FINISHED
GRADE AND INSTALL A NEW BOLTED
FRAME AND COVER. SEE DETAIL SHEET
MANHOLE 8
RIM ELEVATION =106.55
GROUND ELEVATION =106.8
INVERT IN =95.6
PIPE DIA. IN = 54"
INVERT OUT =95.6
PIPE DIA. OUT = 54"
RAILROAD TRACKS
SMH 8
54"
26" OAK
12" OAK
CITY OF
CROSSING
DAM
SEE SHEET G-3

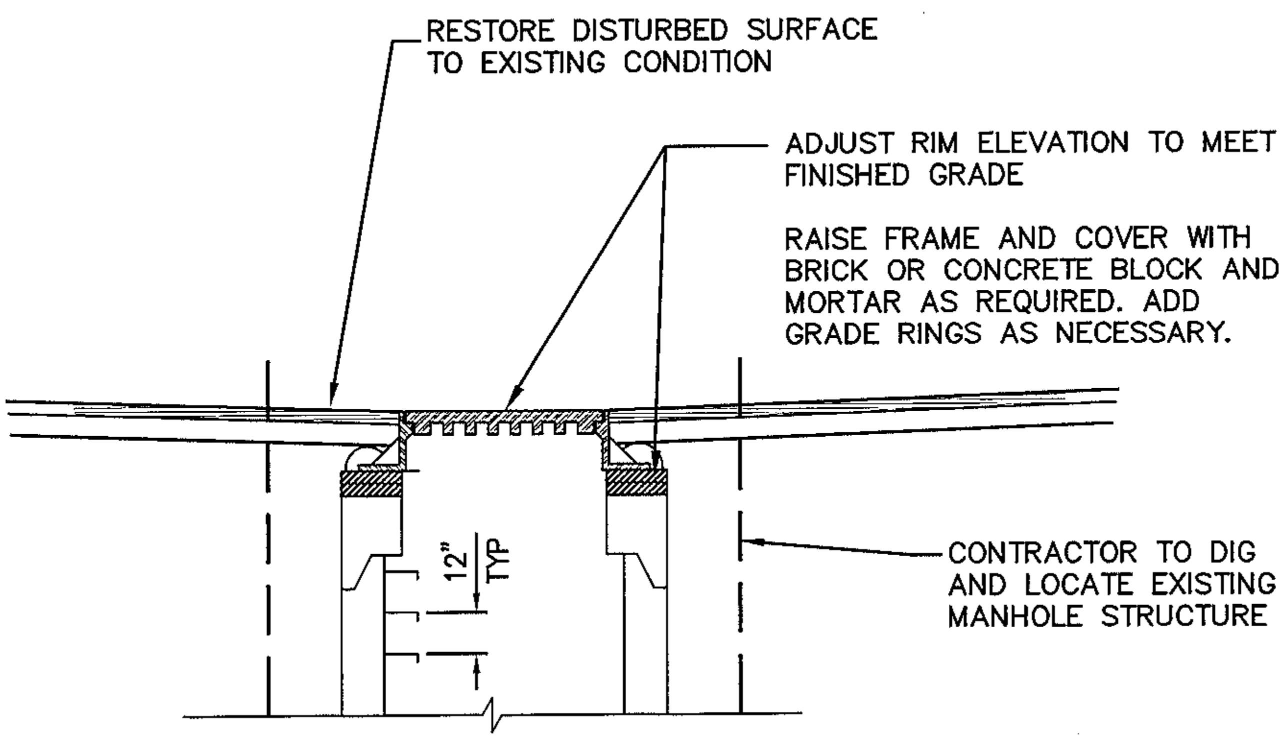

CONTRACTOR SHALL LOCATION SMH 6 AS PART
OF THE SEWER UTILITY LOCATION ALLOWANCE.
IF FOUND, CONTRACTOR SHALL EXPOSE AND
REINSTATE AFTER LINING. IF SMH 6 CANNOT BE
LOCATED, CONTRACTOR SHALL LINE THROUGH
AND ABANDON EXISTING MANHOLE
LANDS OF
CSX TRANSPORTATION INC.
Deed Liber 2110 Page 852
SBL: 43-1-36.22
ROBINSON AVE. SEWER
SEE SHEET G-7
INSTALL NEW 54" CIPP FIBERG
LINER FROM PROPOSED WALSH
ROAD ACCESS VAULT TO SMH
(SHEET G-5) AND REINSTATE
ACTIVE SERVICES AND CONNEC
RAILROAD TRACKS
COAL
SMH 6
SHEET G-4

RECO
PIPE
SEE


INST
LINE
REIN
CON

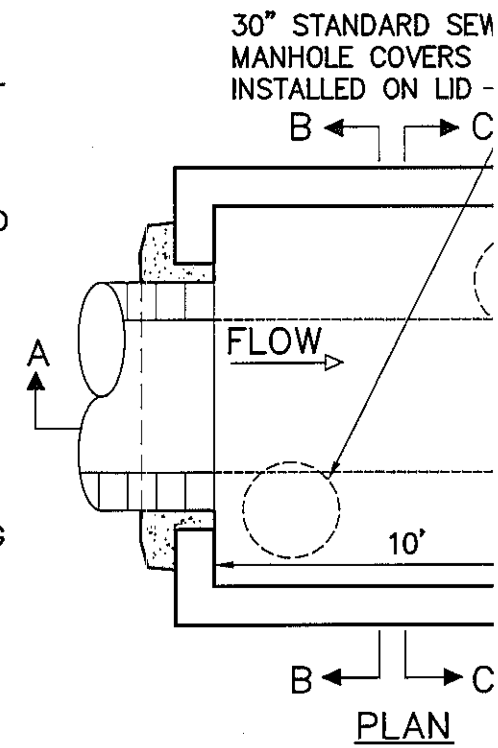

MATCH LINE THIS SHEE
SIZE CHANGES FROM 18" TO 24"
140–FT BETWEEN SMH M2 AND SMH M3
INSTALL NEW 18" TO 24" CIPP FELT LINER
USING STEAM OR HOT WATER CURING FROM
FROM SMH M2 TO SMH M3 AND RESTORE
ACTIVE SERVICES AND CONNECTIONS
TAPER FELT LINER TO ADJUST FOR
PIPE DIA. CHANGE FROM 18" TO 24"
MANHOLE M3
RIM ELEVATION =120.7
INVERT IN =109.7
PIPE DIA. IN = 24"
INVERT OUT =109.6
PIPE DIA. OUT = 24"
INSTALL NEW 24" CIPP FELT LINER USING
STEAM OR HOT WATER CURING FROM
FROM SMH M3 TO SMH M4 AND RESTORE
ACTIVE SERVICES AND CONNECTIONS
SA
" CLAY

MISCELLANEOUS REPAIRS							
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 STREET	10	5A	54	2443	CEMENT LINED BRICK	39.8	PRC FRC CRC
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	78.5	PRC CLC
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	346.3	PRC O' C INF
WALSH ROAD AND DICKSON STREET	10	5A	54	2443	CEMENT LINED BRICK	856.4	PRC O' C INF
WALSH ROAD AND DICKSON STREET	11	5A	54	2443	CEMENT LINED BRICK	1066.3	PRC CRC PEN
MILL STREET	M1	M2	18	256	CLAY	217.6	PRC
MILL STREET	M3	M4	24	282	CLAY	134.6	PRC
MILL STREET	M4	[illegible]	[illegible]	[illegible]	CLAY	[illegible]	[illegible]

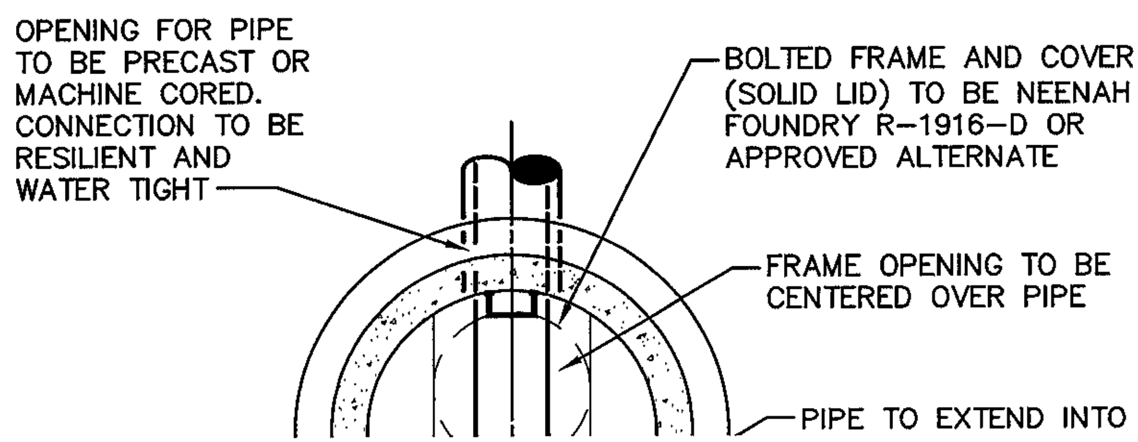


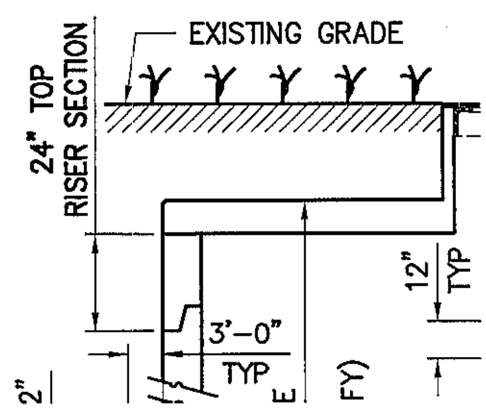
ADJUST MANHOLE FRAME AND COVER

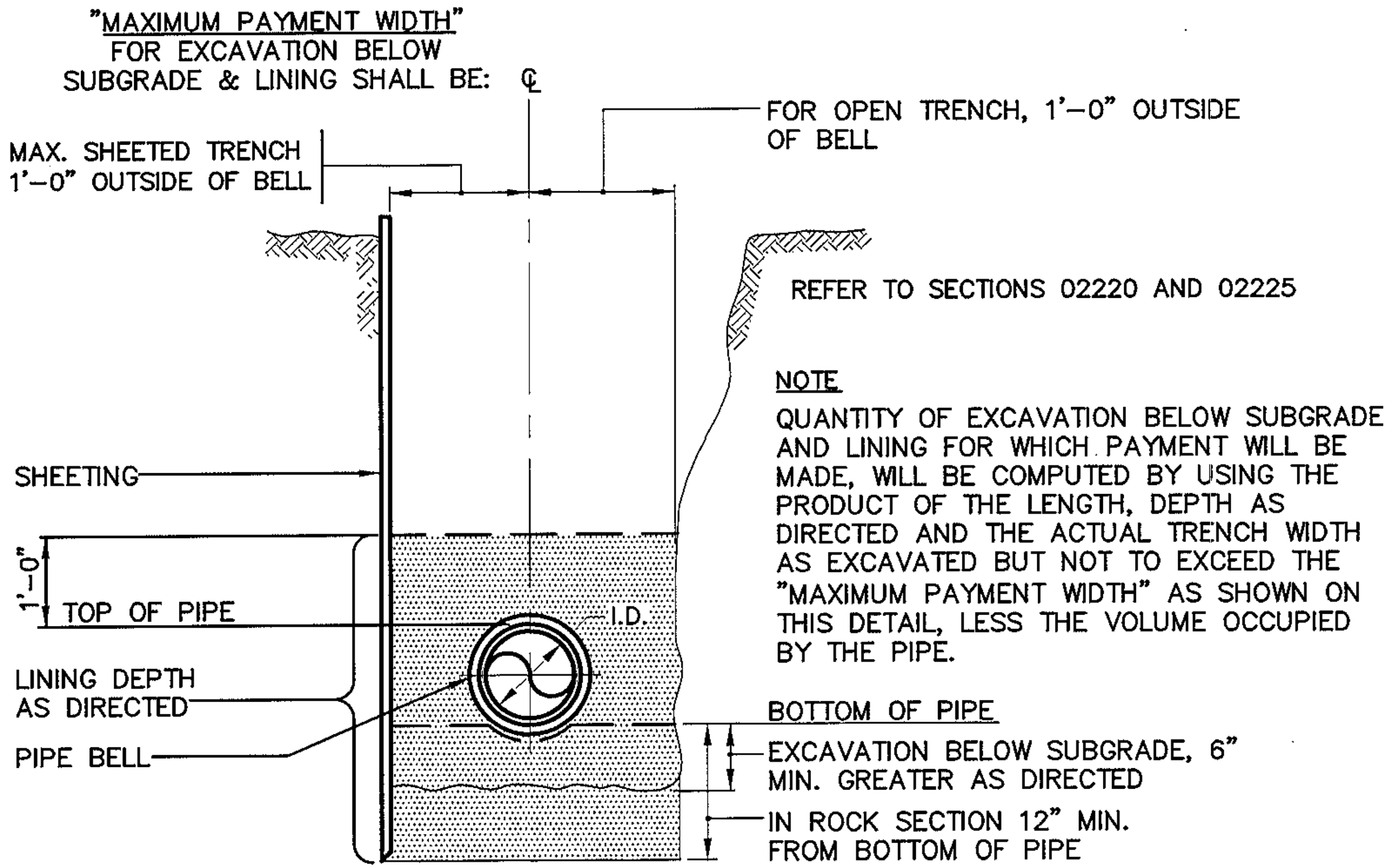
NO SCALE



** "MAX PAYMENT WDITH" FOR E
EXCAVATION BELOW SUBGRADE
BACKFILL AND SPECIAL BACKF

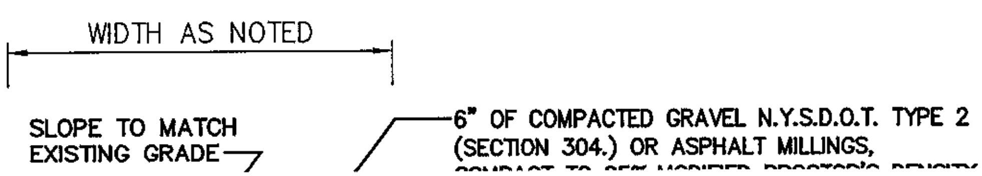


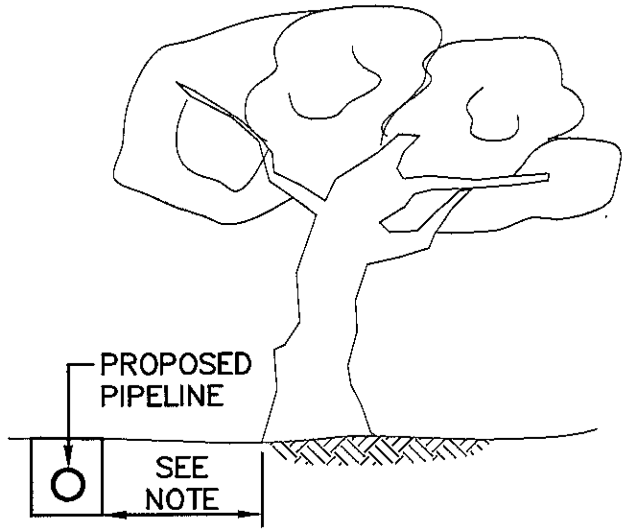




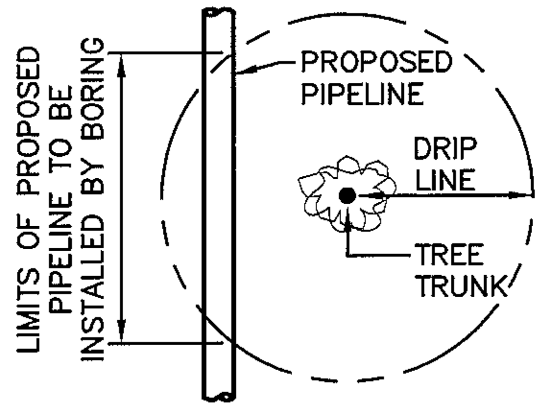
PAYMENT LIMITS FOR EXCAVATION BELOW SUBGRADE AND LINING

SCALE: N.T.S.





ELEVATION



PLAN

NOTE:

BORE FOR TREES WHEN NEAREST EDGE OF TRENCH IS WITHIN THE DRIP LINE. THE DRIPLINE SHALL BE MEASURED OUTWARD FROM A TREE TRUNK AT DIAMETER BREAST HEIGHT (DBH). THE DRIPLINE SHALL BE DEFINED AS ONE FOOT OF RADIAL DISTANCE FOR EVERY ONE INCH OF TREE DBH, WITH A MINIMUM OF 5 FEET RADIAL DISTANCE REGARDLESS OF TRUNK DIAMETER.

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.

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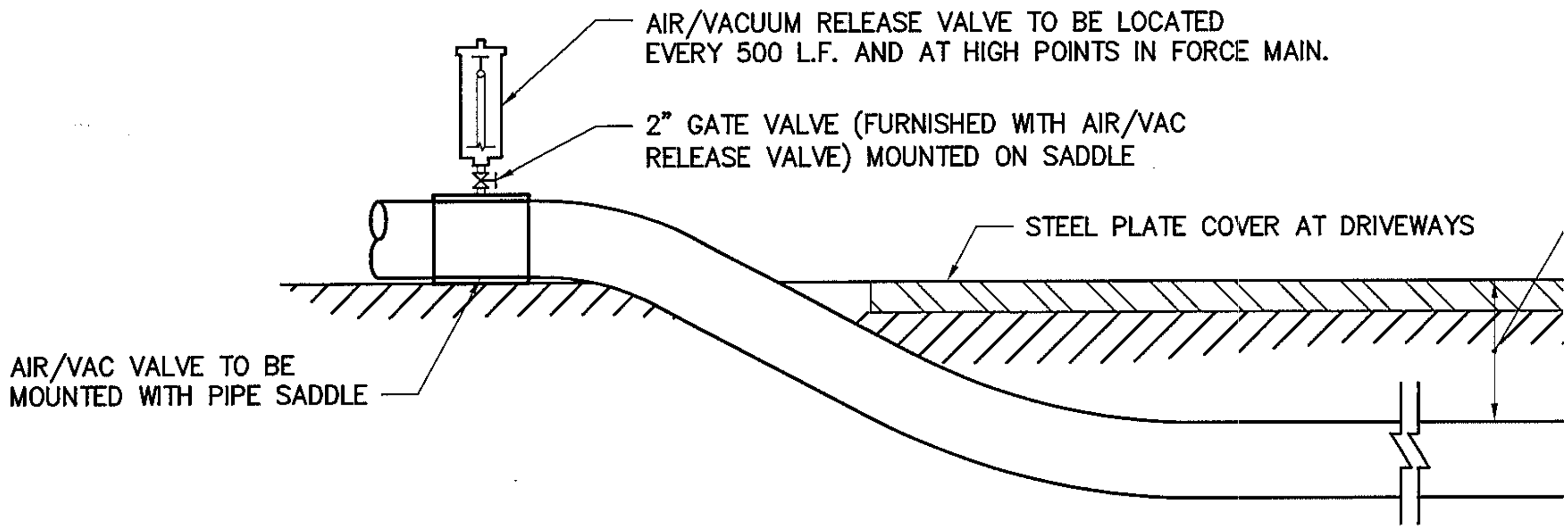
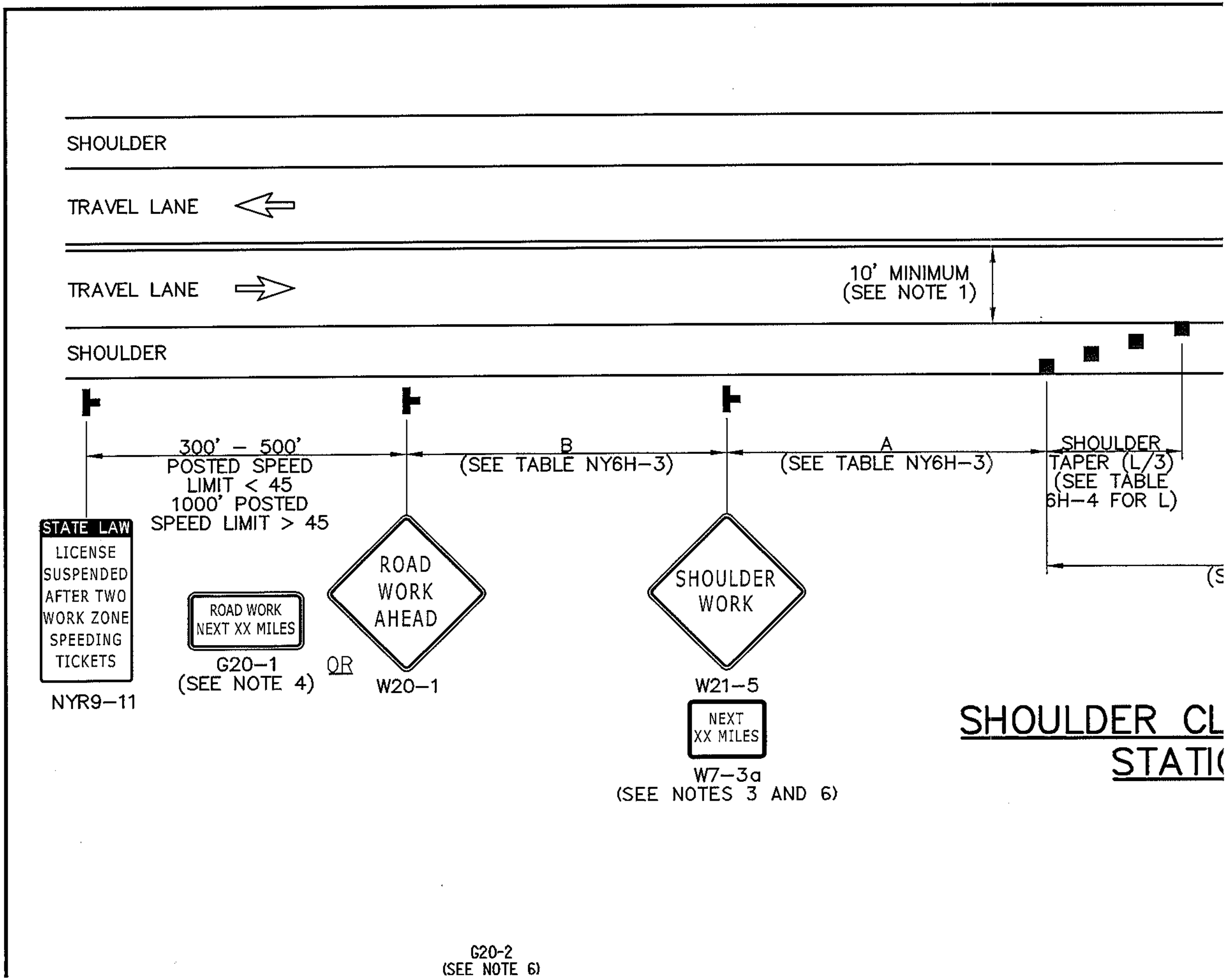
NOTES:

1. FOR LOCATIONS WHERE TEMPORARY BYPASS WILL GO BELOW GRA EXCAVATE A TRENCH TO PROVIDE A MINIMUM COVER OF 12" OR ADEQUATELY PROTECT THE PIPE FOR THE TEMPORARY BYPASS F
2. THE TEMPORARY BYPASS PIPE WILL BE BROUGHT BELOW GRADE APPROXIMATE DISTANCE OF 10'–20' AS REQUIRED TO PROVIDE MI
3. THE TEMPORARY BYPASS PIPE TRENCH WILL BE BACKFILLED WITH MATERIAL AND COMPACTED.
4. RESTORE ALL SURFACES TO AS GOOD OR BETTER BEFORE CONST COMPLETION OF ANY WORK.
5. ROAD PLATES SHALL BE PINNED DOWN IN HEAVY TRAFFIC AREAS AND ROBINSON AVENUE SHALL HAVE ASPHALT RAMPS AT 1:12.



TEMPORARY BYPASS BELOW G

NOT TO SCALE



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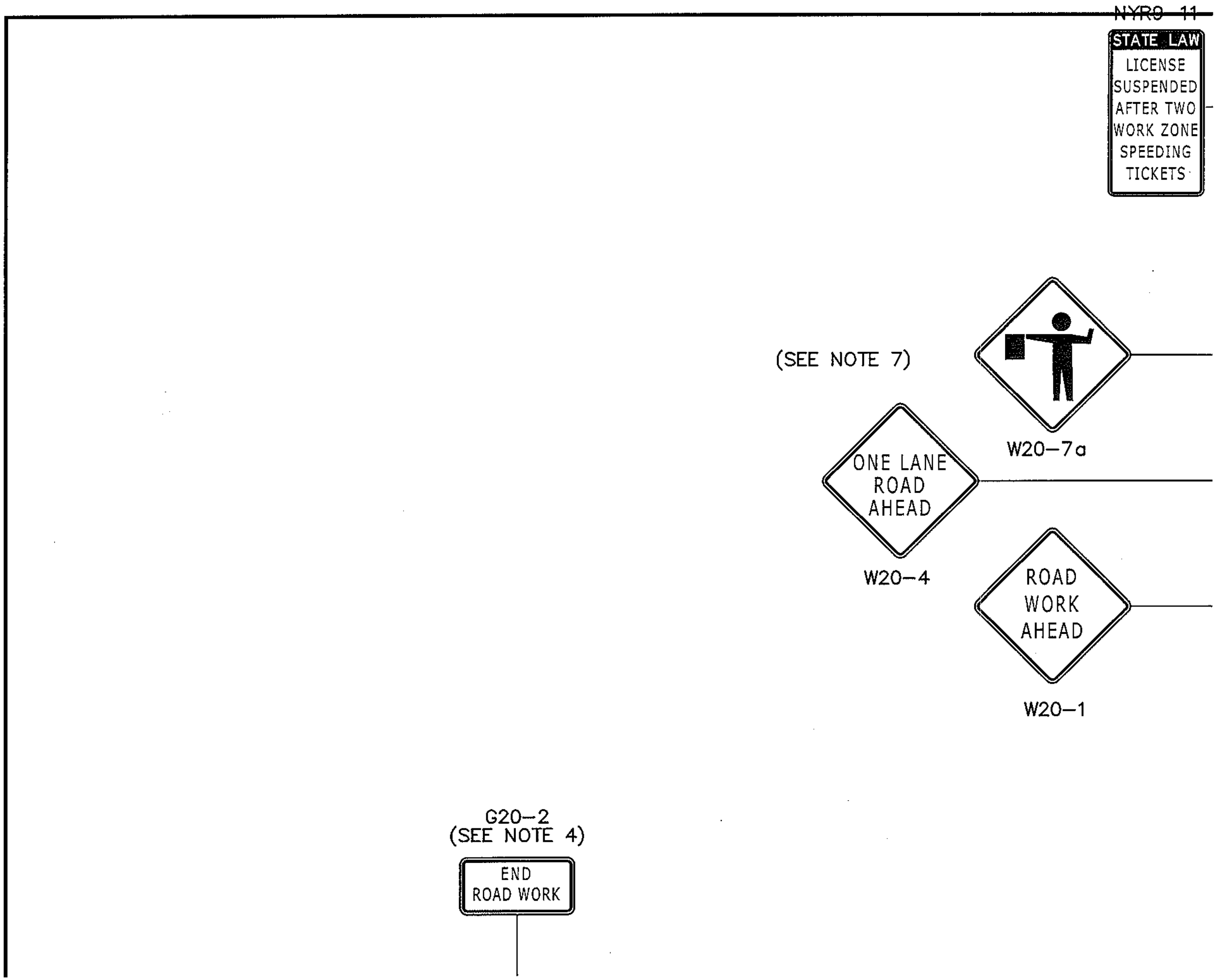

NYR9-11
STATE LAW
LICENSE SUSPENDED AFTER TWO WORK ZONE SPEEDING TICKETS
(SEE NOTE 7)
W20-7a
ONE LANE ROAD AHEAD
W20-4
ROAD WORK AHEAD
W20-1
G20-2
(SEE NOTE 4)
END ROAD WORK

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.

266-18

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	**Customer**
Name: ______________________________	Name: ______________________________
Signature: ___________________________	Signature: ___________________________
Title: _______________________________	Title: _______________________________
Date: _______________________________	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

<u>Customer Responsibilities</u>

- 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.

267-18

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:

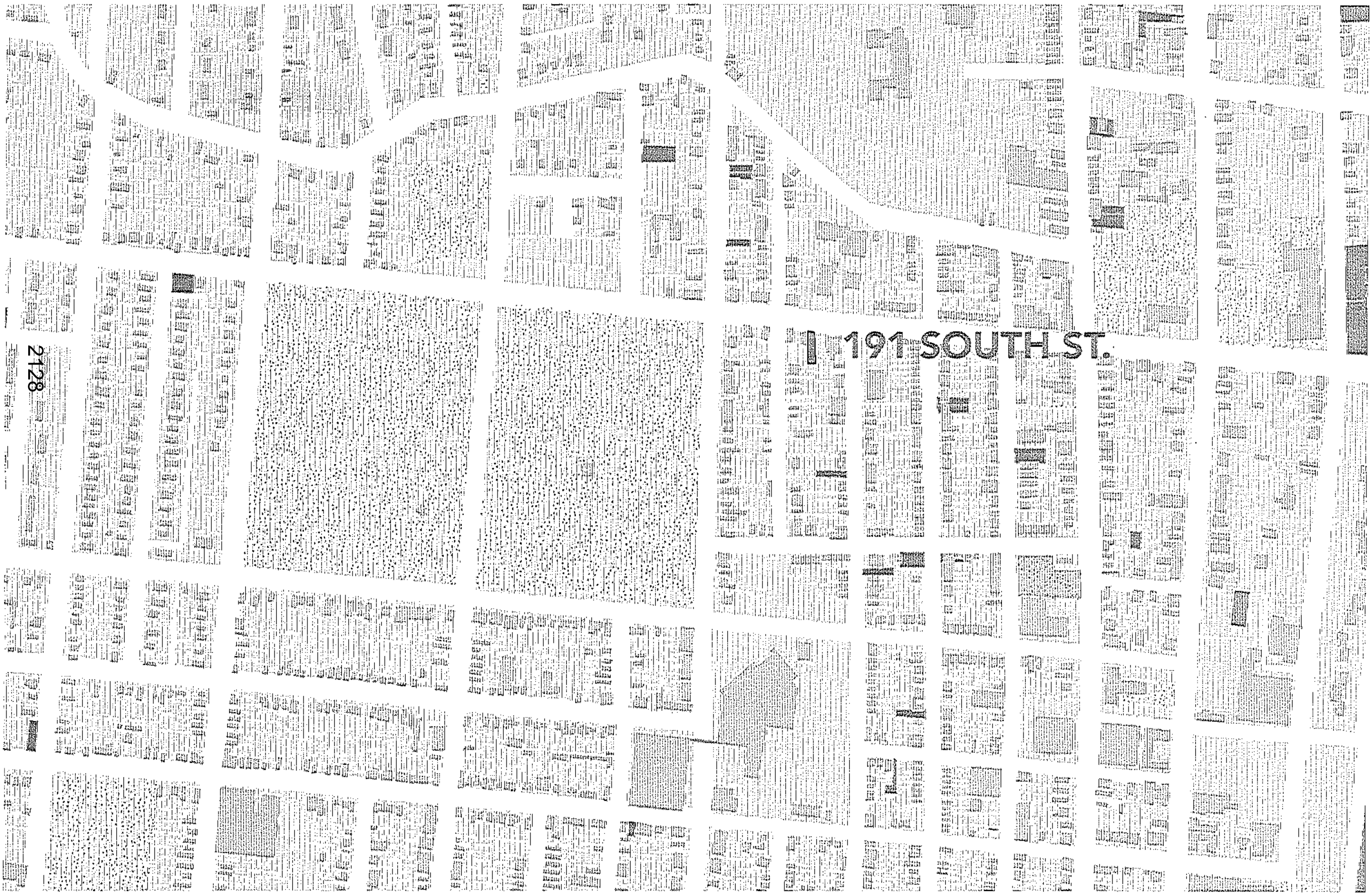
____
MICHELLE KELSON
Corporation Counsel

____

City Comptroller

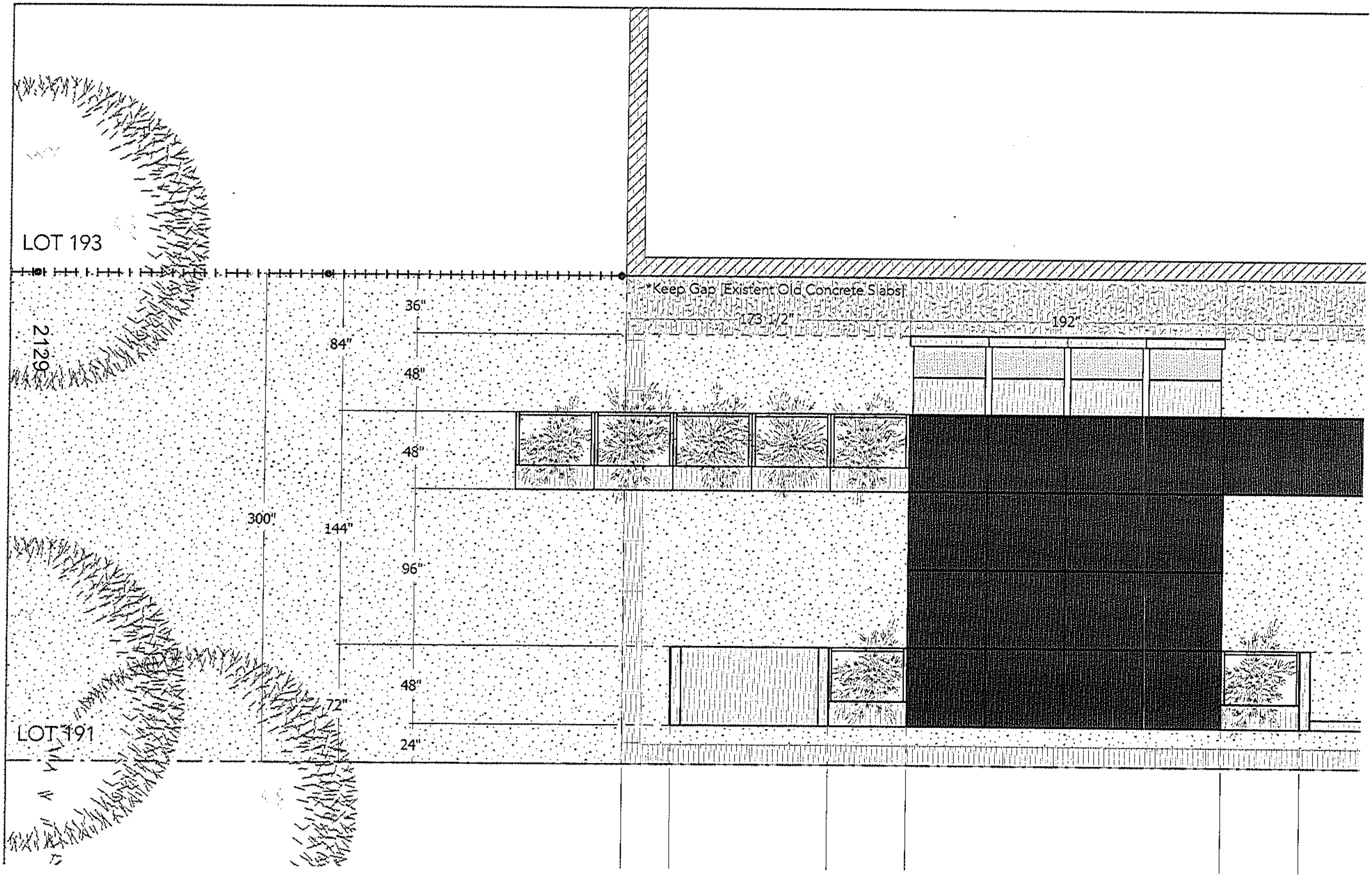
[SOCIAL LOT] NEWBURGH VACANT LOT

CONTEXTUAL MAP:
City-owned vacant land in Newburgh.



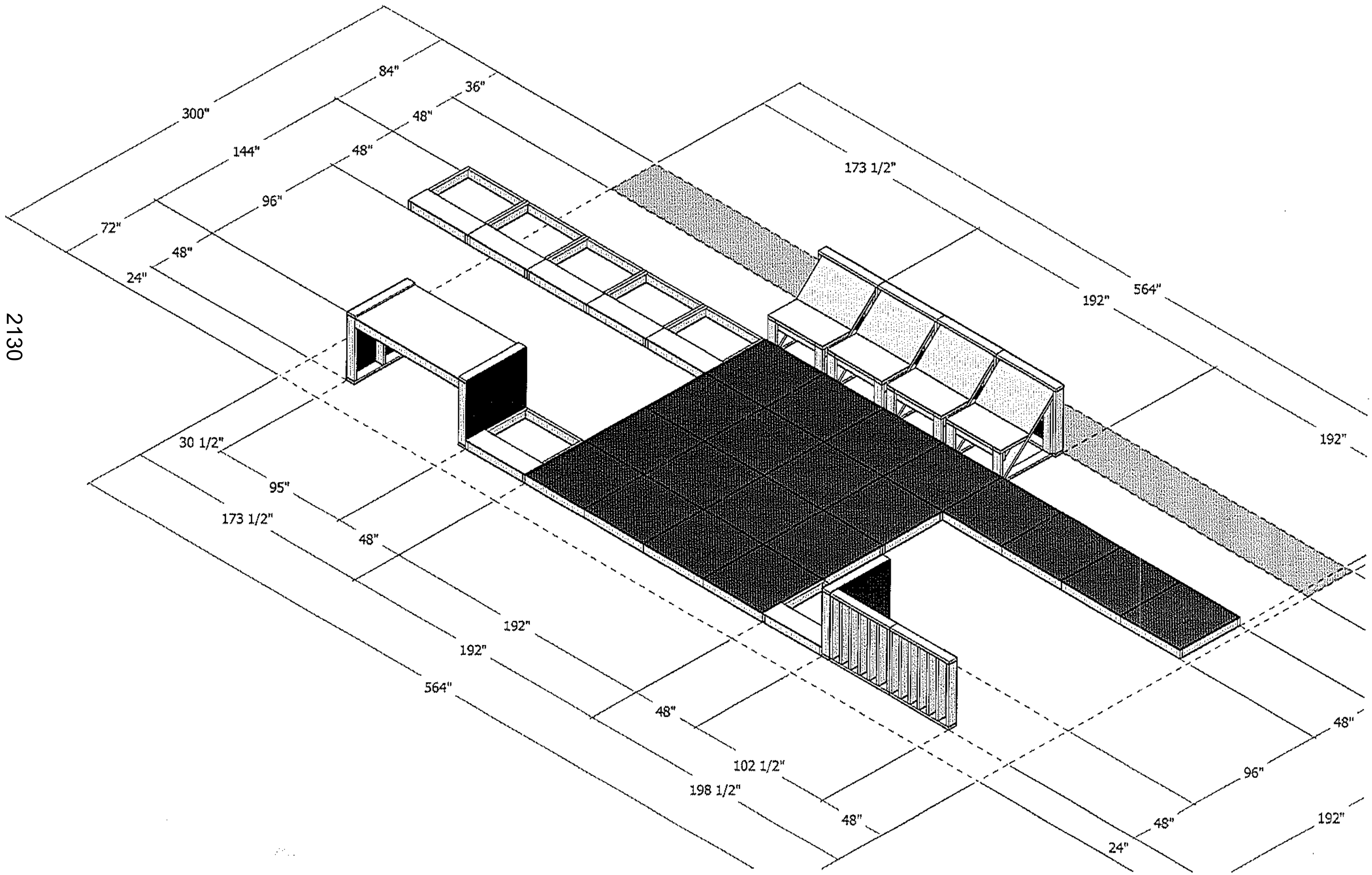
[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

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



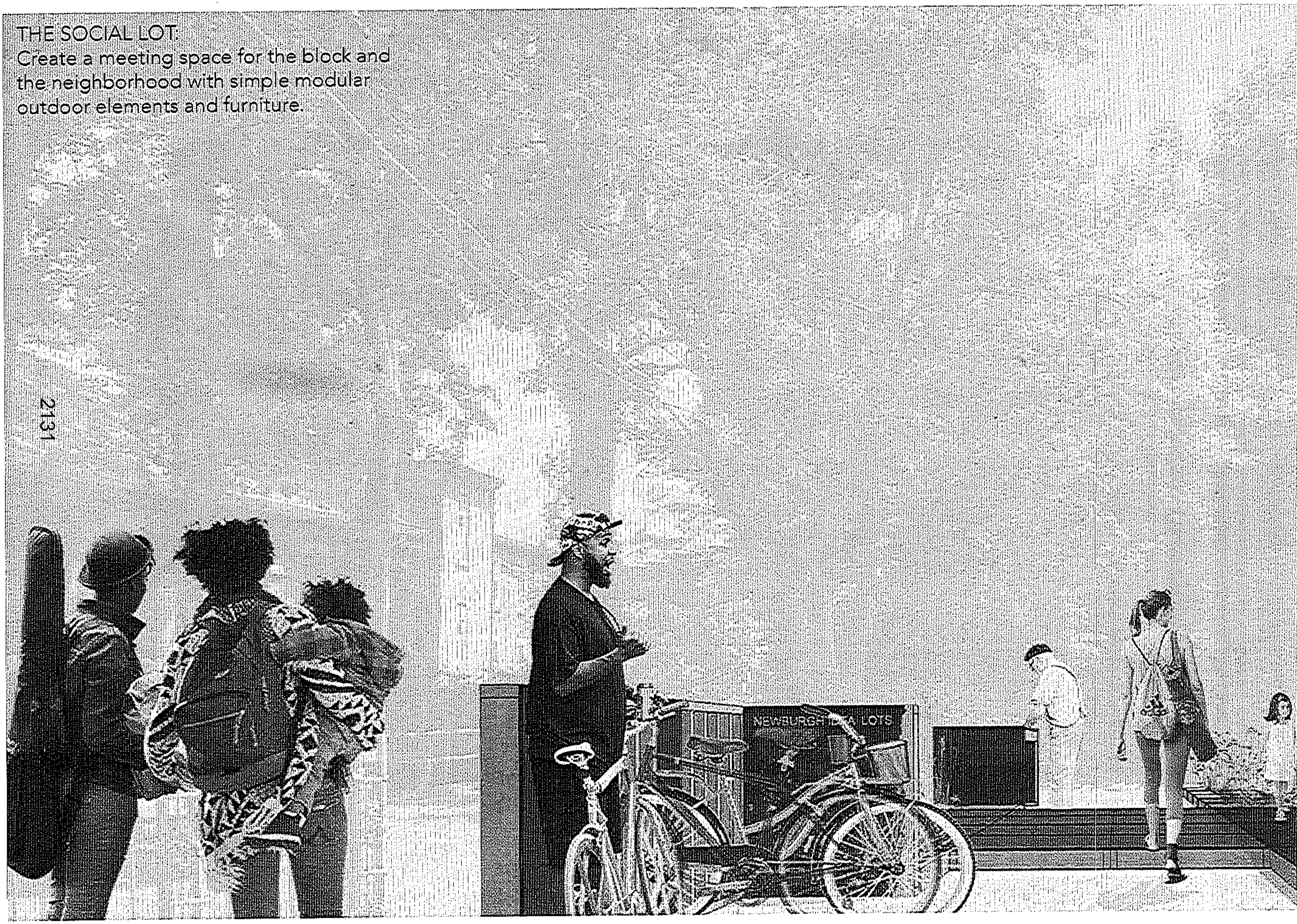
[SOCIAL LOT] 191 SOUTH ST. NEWBURGH

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



[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.



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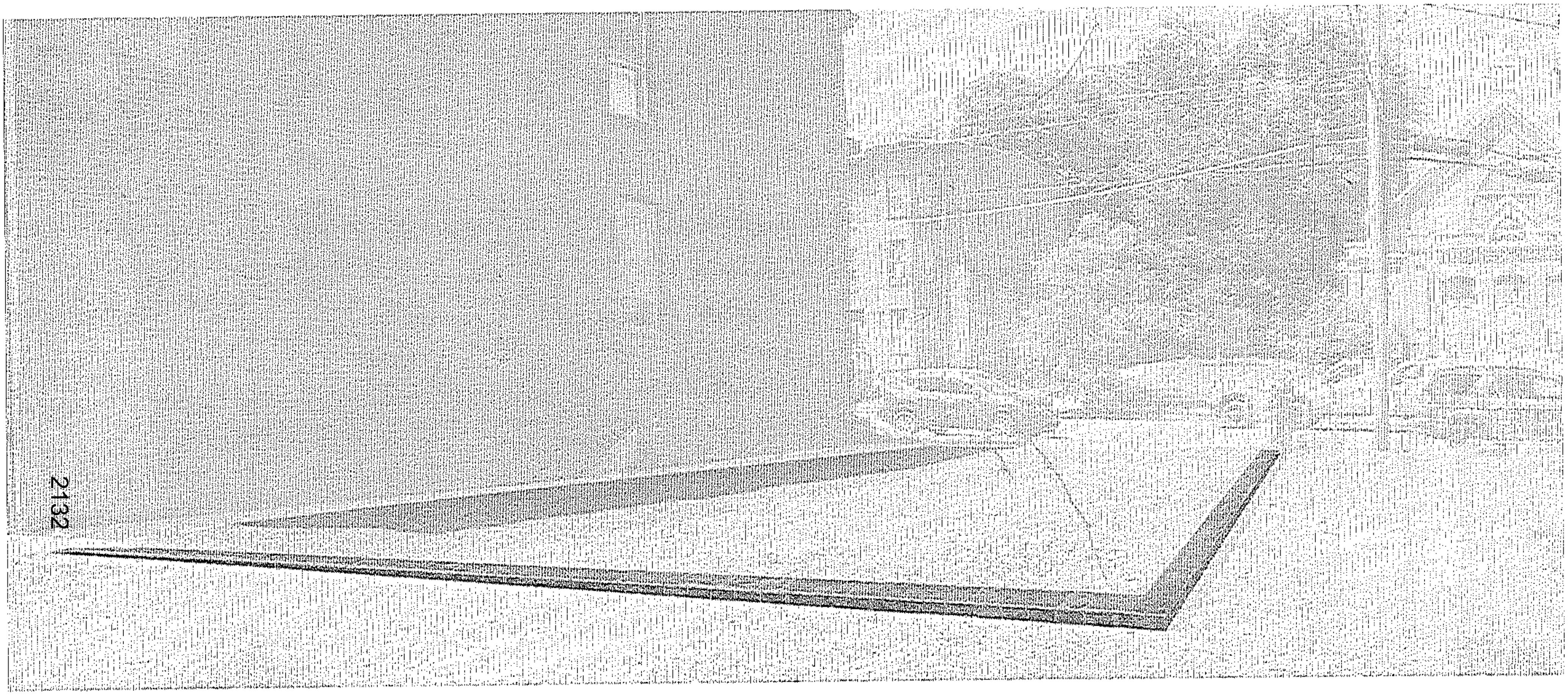
[SOCIAL LOT] 191 SOUTH ST. NEWBURGH



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	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	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 D	WORKERS COMPENSATION / EMPLOYERS LIABILITY	201807 1238955A (AOS) 201807 1238955B (MA, MN)	01-Jul-2018 01-Jul-2018	01-Jul-2019 01-Jul-2019	WORKERS COMP LIMITS	Statutory
					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	INSURED
Marsh USA Inc. ("Marsh")	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 REDEVELOPMMENT OF PROPERTY LOCATED AT 41 LIBERTY STREET (SECTION 39, 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 ("Wedgeood") 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.

768-18

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 fess 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 an 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 is 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.

SECTON 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 wiring 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 ofay 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.

<u>THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK</u>
[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 of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

IN PRESENCE OF: THE CITY OF NEWBURGH

BY:_________________________________

Michael G. Ciaravino, City Manager
Pursuant to Resolution No.:

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

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

____

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:

SCHEDULE "E"
PROPOSED RELEASE AND RIGHT OF RE-ENTRY

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 _______________, Section ___, Block __, Lot __ 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_______________, from THE CITY OF NEWBURGH to_________________, recorded in the Orange County Clerk's Office on ___________ in Liber ______ of Deeds at Page ____ 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: _________________, 20__

THE CITY OF NEWBURGH

By: ______________________________
City Manager

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

On the ____ day of _________ in the year 20__, before me, the undersigned, a Commissioner of Deeds 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 she 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.

____

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

Property address	Section, Block, Lot	Purchaser	Purchase Price
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.

272-18

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 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 <u>not</u> 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

Property address	Section, Block, Lot	Purchaser	Purchase Price
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.

273-18

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 <u>not</u> 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

Property address	Section, Block, Lot	Purchaser	Purchase Price
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.

2/14/18

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 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 <u>not</u> 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

Property address	Section, Block, Lot	Purchaser	Purchase Price
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.

275-18

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 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 <u>not</u> 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.

278-18

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

This Agreement made on ___/___/ 2018, between ______________________, 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 reneging 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)______________________ ______________________ ______________________
Seller's Authorizing Signature — Printed Name and Agency Title — Telephone Number

(x)______________________
Seller's Agency Payment Address (Check will be made out and mailed to Seller, from Auctioneer, for payments received)

(x)______________________
Seller's E-Mail Address

(x) Marc Smith — Marc Smith — ______________________
Auctioneer's Signature — Auctioneer's Printed Name — Seller's County

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 13 day of Sept 20 16

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 reneging 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) [signature] Michael G. Ciaravino City Manager 845-569-7301

Seller's Authorizing Signature As per Res. 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) MCiaravino@cityofnewburgh-ny.gov

Seller's E-Mail Address

(x) Marc Smith Marc Smith Orange

Auctioneer's Signature Auctioneer's Printed Name Seller's County

Jan 16

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.

279-18

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

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

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

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

Terry Ahlers,
Acting Fire Chief

Surplus Tracker

Department	Item	Item Description	Quantity	Estimated Individual Value	Estimated Value	What would the department like to do with the surplus??	Council Resolution	Possible Revenue? (If so, how much)
Fire	Homelite Rotary Saw	TG32-20296	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Homelite Rotary Saw	T7356-50064	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #5	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Stihl Rotary Saw	TS510AV #6	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	Snapper Snow Blower	73204084	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown
Fire	1995 Chevrolet Caprice	VIN 1G1BL52P3SR183759	1	Unknown	Unknown	Offset the purchase of replacement equipment		Unknown

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>	<u>Certified backflow tester submittal fee</u>	<u>$15.00</u>

Section 2. This ordinance shall take effect immediately.

<u>Underlining</u> 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.

OLD BUSINESS

Councilman Grice mentioned bringing back a baseball team to the recreation department. He would like Derek Stanton to be prepared to discuss it at the next agenda. Also he is seeking committee members for those committees that have layovers. He hopes that we can start the search soon, as committees are a good way for the community to become engaged.

Councilwoman Rayford would like to discuss the skateboard park being named in honor of Ms. Roxie Royal. Also she desired a resolution limiting future agenda items. Last, the resolution passed in 2016 concerning the forensic audit should be put into effect immediately.

There was no other old business to discuss.

NEW BUSINESS

Mayor Harvey desired periodic updates from codes on what they are doing to address the violations. He gets a lot of calls regarding codes, and the public needs to be aware of what is happening. If we have landlords who are not fixing their building issues, then is it possible, from a legal standpoint, to publicize their names in the newspaper?

Michelle Kelson stated that in some municipalities they do make the information public. Any separate actions brought up in State Supreme Court is certainly public information. Whether we can quantify and substantiate the information we put out is the critical piece of it. If we are going to make a list and identify property owners, then we ought to make sure that the data is accurate, quantifiable and verifiable first.

Councilwoman Mejia wants to ensure that we are giving support to the codes department as they need it because they are short staffed. Once upon a time we had the Distressed Property Task Force, in which meetings used to occur on a quarterly basis. There is a reenergized effort to bring it back. She mentioned a property on Ann Street, in which it was allegedly discovered that the property was broken down into ten (10) rooming units, costing at an average of $550 per room on this one entity. These are the types of conversations surrounding housing and affordability that we need to be having. Also it is important for renters to know who they are renting from, as this is not the proper and humanistic way that people should be living in the City of Newburgh. This particular owner made over $66K per year. In essence the landlord made his entire tax payments for the year in one month.

Mayor Harvey stated that we want to be transparent about property owners who have investment properties and are not keeping up to code on their properties. Those people need to be exposed. They have violations and they continuously fail to remediate their buildings; yet he gets complaints from his constituents and it looks like the council is not doing anything about it. Harvey stated there may be an opportunity that ties into the Rise Phase II grant, which was recently awarded to address some of issues with distressed properties. Also he wants the discussion about municipal fees for not-for-profits on the next agenda.

Councilwoman Monteverde stated she has looked at other states. Other places have done it, so there is no reason why we can't research the issue more.

Michelle Kelson stated that one of the challenges that you are going to face with levying municipal fees on not-for-profits is that is the structure of our State Government. The State determines the tax exemption, and if certain properties merit tax exemptions, then that doesn't mean the city doesn't have to provide the services to them. You can talk about it all you want, but we don't have the legal bandwidth to require it. We can talk about Maine, Boston, California, etc. but, it would require structural changes at the State level. She can research it all she wants, but, it won't matter because municipal governments are only allowed to do what municipal governments are allowed to do.

Michael Ciaravino proposed that at the next work session he would sit down to co-formulate what the metrics of the issue looks like. The software program that we use is IPS. There is a lot of effort in the original citation, but then most of the problem is in the follow through. IPS has a lot of data.

Councilman Grice stated that he and Councilwoman Mejia have met with representatives at Mount St. Mary's College, and have had very productive meetings. If we could discuss with the college what can be done so that it is a win-win situation for both parties, then that would be a better route to take.

Kelson stated that those are agreements that have to be negotiated with the entity at a higher level. In the past, we have not had common ground. If to the extent that she and the city manager could be involved in some of those meetings with the college to discover the common ground, then that could help move the needle forward and she welcomed the idea. But spending a lot of time on permissible things in other states is not the most efficient use of her time. At the end of the day it is not going to result in a tangible result that the council could rely on.

Harvey commented that they could use a different approach for not-for-profits, including churches, in which we could ask them to voluntarily adopt a block, and put up funding as an effort to share the cost of services.

Kelson stated that volunteer agreements and programs are very different than us imposing a mandatory fee that does not have a lot of strength in the law.

Councilwoman Rayford stated that upon hearing about an upcoming retreat in the PD, she would like to have a weekend retreat for all city departments, provided that the offices are adequately staffed. Maybe we can come up with something so that the mental state of our workers can be more effective in their job duties. She would like the retreat to be overnight.

Kelson recalled attending a retreat in the 2000s. It was the brainchild of a former city manager, in which a group of department heads and city officials spent an afternoon together at Plum Point during a facilitation. It was a very nice afternoon, so there is some precedent for a retreat.

Monteverde stated that a retreat could be something that the new HR person could look into. She pointed out that if you are going to do a retreat, then somebody has to be able to facilitate it to ensure it is effective.

This portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice appreciated his colleagues' input. It is important that we challenge each other to make sure we are doing the very best for our city. He cautioned that you do not want a rubber-stamped city council. You want them to debate and figure things out together.

Councilman Jacobson remarked that we do have to build a new public safety building. He hopes that we can do it as a lease-back so that we are not stuck with the over runs and maintenance costs. Jacobson feels that we can do it cost efficiently in the long run.

Councilwoman Mejia commented that tonight fees like a stint of "McCarthy-ism" and it should go down in the history books. Coming on the heels of Hurricane Maria, and what the folk in Puerto Rico are still going through, it makes her ponder the role of Government, and how government should be functioning in communities. With all of the challenges we are facing, it is going to be interesting to see how we move forward. She announced tomorrow's ribbon-cutting for the East End RUPCO Partnership. The Newburgh Community LandBank was a concept that was disregarded in the beginning. Yet when you look at the results being accomplished, it is interesting to see what can take place despite all of the disagreement. She feels that in two years from now we will have completed a lot of infrastructure projects, and she is very excited about that. For someone to make the comparison of Newburgh being a Third World Country is so insulting to say. She encouraged people to be gentle with one another; because life is so short.

Councilwoman Monteverde stated that tomorrow is going to be an exciting day for city. It is wonderful to see the East End areas being revitalized through RUPCO, and she thanked the LandBank for being instrumental in the project. Two years ago you could not even walk through some of those areas. We continue to be Newburgh Strong despite the transition that is occurring. She has heard statements from the public that we are not stable and that we don't even know what it going on. But hopefully we will continue to work together to ensure that we make the right decisions for our community.

Councilwoman Rayford wants to make sure we follow up with the problem of water discoloration at Mrs. Parrilla's house. That neighborhood consists of lots of children and the elderly, and for the owner to have to continue to pay for brown water is something that needs to be looked at. She mentioned the residency policy. She is concerned about certain behaviors exhibited by department heads, including the outbursts and the talking down to others. She hopes that department heads can act more professionally and humbly when they go out to check on matters, because these are lives that we are dealing with. Rayford encouraged residents to continue to come out to the meetings, and watch us on *You Tube*, because *You* are our main concern. She told us to hang in there because the ride is not over. She encouraged everyone to read the Biblical verse in II Chronicles 7:14.

Councilwoman Sofokles thanked the firemen for staying this evening. The building of a new public safety building is one of the reasons why she decided to run for office. We can't have our firemen if we don't have any place to put them safely. She mentioned the RUPCO project. The East end properties were uninhabitable, and now they are habitable. It is exciting to see the momentum. Sofokles stated that she would like to see the codes department back up and running. A lot of money was collected the prior year in the codes department. Codes is an important piece of it, because that is what is going to make the properties look good. In addition to that we are building all of these new properties in the city, and this is what is going to make Newburgh strong.

Mayor Harvey mentioned tomorrow's ribbon-cutting for the RUPCO properties. He commended all of the organizations involved in the revitalization. It is amazing to see the work being done there. He had the opportunity to tour some of the buildings and the new apartments, many of which include central air conditioning and beautiful high-ceilings. The sidewalks have been redone, and the culture and behavior on Johnston Street is starting to change for the better. The executive staff implemented a new police hub in one of the newly rehabbed buildings at 39 Johnston Street for community policing. The space is amazing, and there are a lot of intercoms and cameras in the vicinity. He is excited about it and he is glad that he had the time to tour the facility.

There were no other comments at this time.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 11:10 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CITY CLERK