A regular meeting of the City Council of the City of Newburgh was held on Monday, January 22, 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 Chaplain Greg Bevier from the Winona Lake Fire Department followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/Lista de Asistencia

Present: Mayor Kennedy; presiding, Councilman Harvey (arrived at 7:12 p.m. after roll call), Councilman Jacobson, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Sofokles - 6

Absent: Councilwoman Rayford - 1

COMMUNICATIONS

Approval of the minutes of the meeting of January 8, 2018

Councilwoman Sofokles moved and Councilwoman Mejia seconded.
Ayes: Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 5
Carried

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

In our Police Department, we are still awaiting news from the Civil Service Commission regarding the proposed appointment of Chief Solomon. We believe Chief Solomon has extensive credentials in managing police departments and we are eager to move along with this question and get it settled as we have many ambitious plans for our Police Department both in continuing the work that has begun and implementing some new management models going forward. The part one crime decreased almost 15% in 2017 when compared to 2016. This included a 14% reduction in violent crime and a 16% reduction in property crime. These were the lowest crime rates in over ten years here in the City of Newburgh. The bullet to body shootings decreased by over 65% with a year-end total of seventeen shootings in 2017 compared to forty-eight shootings in 2016. While we wish we could report zero shootings for the year we do believe that these trends are sustaining themselves and are continuing in a direction that we all want. The year ended with over thirty one thousand four hundred eighty seven calls for service which is up almost 4.5% from 2016 and Officer initiated activity increased by over 18% for the year and accounted for over

32% of all activity which included three hundred forty five foot patrols. Gun related calls for service yielded a reduction of 15% in 2017 compared to 2016. We removed forty-three handguns and thirty-seven long guns off the City of Newburgh streets in 2017. Even with recent changes in leadership our department has been able to work together to obtain these reductions. Another huge reason for these reductions is that we have seen an increase from people in the community who are cooperating with investigations and taking proactive steps to make their community safer. The Newburgh Police Department is here to protect and serve our community and when we work together these are the great results we get and will continue to expect in the future.

In regard to the Water Department there was a report on the Mid-Hudson News warning of a utility scam in Wappingers Falls. The Wappingers Falls Police reported that two individuals dressed in official clothing identified themselves as employees of the Water Department and obtained entry into a home where they stole personal property. He emphasized that all Water Department employees in the City of Newburgh carry City of Newburgh identification, wear official uniforms and drive marked Water Department vehicles. If residents ever have doubts or questions about the legitimacy of someone presenting themselves as representatives of the Water Department, please call the Police Department at (845)561-3131 or the Water Department at (845)565-3356 so we can address these matters immediately.

He noted that as part of a conflict with a development group that is speaking on January 31st, we have postponed the Community Water Meeting until Monday, February 5, 2018. This meeting was originally schedule for Monday, January 29th but has now been postponed until February 5th at 6:00 p.m. at the Newburgh Activity Center, 401 Washington Street. The New York State Department of Environmental Conservation in conjunction with the New York State Department of Health will give the community an update and an opportunity for every member in the community, as well as community groups who have expressed specific interest with issues relating to our water quality, to have a single issue water related meeting. He apologized for any confusion.

The Overnight Shelter at 104 South Lander Street has been at full capacity for the last several nights and this capacity is directly related to what the Ministry staff can adequately supervise. Although we have had some additional space that will require more staff right now it has not been currently budgeted for. Thankfully the County has agreed to insure funding through the end of March based on current staffing levels and we have informed Orange County that this Warming Shelter is a temporary solution for what we believe needs to be a larger County wide discussion about how to address issues related to people who are homeless and have either nowhere to go or have demonstrated an unwillingness to go to a Shelter. With the subzero weather we have been having, if it wasn't for the regional response and the City of Newburgh stepping up, he feels we we would have had many people suffer from hypothermia. At this point we are a Temporary Shelter scheduled to close at the beginning of April and we will continue to work with Orange County to get a Regional response to the homeless challenges in Orange County.

City of Newburgh
City Comptroller's Office

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Kathryn Mack
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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilwoman – Genie Abrams
Councilwoman – Regina Angelo
Councilman – Torrance Harvey
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia
Councilwoman – Hillary Rayford

FROM: Kathryn Mack, City Comptroller

DATE: January 22, 2018

SUBJECT: City of Newburgh Financials – December 2017

Below are the highlights for the City of Newburgh revenue and expense activity for the period of January through December 2017.

General Fund Revenue

Through the month of December 2017, the City of Newburgh collected/(anticipated) $43.29 million (96.26%) compared to the annual revenue budget of $44.4 million. Of the $43.29 million collected, $19.28 million was for Real Property Taxes and PILOT Payments *(total collected was 19.5m however, 226k loss on property sales against taxes)*.

The remaining $24.01 million was a combination of departmental income, fund balance and inter-fund transfers. Tax Collections through October 2017 were comparable to 2016 collections. The total property liens for the FY 2017 was 552 properties in comparison to 711 properties in 2016.

Highlights for increased revenue compared to prior year activity:

Non Property Tax Items - $455k

Sales and Use Tax - $352k compared to 2016

1st Qtr – $151k
2nd Qtr - $95k
3rd Qtr - $105k

Conservatively estimating 4th qtr. payment similar to 2016.

Consumer Utilities - $70k

Fines/Forfeitures:

Parking Violation Fines are up by $134k
City Code Violations are up by $21k

Departmental Income:

Codes – Overall revenue has increased by approximately 137k (net) compared to this time last year. The main increases are a result of:

Building Permits - $105.5k
City Code Violations - $21.4k

Police "Fees" – Up by $62k – 187% of this year's budget. This is primarily due to charging other businesses and Gov't entities for uniform presence and towing charges.

General Fund Expense

Through the month of December, the City of Newburgh expended $42.8 million (96.16%) compared to the annual expense budget of $44.5k, which included 2016 encumbrances (104K).

Overall, Departmental expenses are in-line with the approved budgets. However, a few departments did not stay within budget. Over the next few weeks, the Finance department will review all expenditures and provide a resolution for Council to reallocate funds from underspent departments.

The Police 2017 overtime expense is <u>above</u> spending levels compared to the activity for the same time in 2016; however, the overall spending is within reallocated Police Salary budget limits through the end of Dec.

	$ Dollars	Hours
YTD Dec 2016 -	$1,365,217	19,778
YTD Dec 2017 -	$1,529,503	25,554

Variance - +$164,285 increase over PY 2016 by 12.03%
+4968.75 hours increase over PY 2016 increase by 24.14%

			2016			2017		
			Dec			Dec		
Expense Description	Department Name	ACCOUNT DESCRIPTION	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Police	OVERTIME..	$ 960,992	$ 755,000	127.28%	$ 1,144,872	$ 1,127,633	101.53%
		COURT OVERTIME..	$ 189,575	$ 189,575	100.00%	$ 175,345	$ 200,023	87.66%
		OVERTIME-CIVILIANS	$ 91,954	$ 91,954	100.00%	$ 119,436	$ 124,342	96.05%
		NARCOTICS ENFORCEMENT OT..	$ 91,482	$ 91,482	100.00%	$ 89,849	$ 103,630	86.70%
		SPECIAL EVENT/DETAIL OVERTIME..	$ 31,215	$ 31,215	100.00%	$ -	$ -	0.00%
	Police Total		$ 1,365,217	$ 1,159,225	117.77%	$ 1,529,503	$ 1,555,629	98.32%
Public Safety Total			$ 1,365,217	$ 1,159,225	117.77%	$ 1,529,503	$ 1,555,629	98.32%

The Fire 2017 overtime expense is <u>under</u> spending levels compared to the activity for the same period in 2016; however, the overall spending is over budget by an estimated $181k.

	$ Dollars	Hours
YTD Dec 2016-	$1,076,827	13,241
YTD Dec 2017-	$ 955,388	13,297

Variance – $182,032 decrease 16.20%
470.56 hour decrease 3.42%

			2016			2017		
			Dec			Dec		
Expense Description	Department Name	ACCOUNT DESCRIPTION	Activity	ADJUSTED BUDGET	% to budget	Activity	ADJUSTED BUDGET	% to budget
Public Safety	Fire	OVERTIME..	$ 1,076,827	$ 1,076,827	100.00%	$ 865,713	$ 729,388	118.69%
		OVERTIME-CIVILIANS	$ 60,593	$ 60,593	100.00%	$ 89,675	$ 45,000	199.28%
	Fire Total		$ 1,137,420	$ 1,137,420	100.00%	$ 955,388	$ 774,388	123.37%
Public Safety Total			$ 1,137,420	$ 1,137,420	100.00%	$ 955,388	$ 774,388	123.37%

Enterprise Fund Revenue

Through the month of December 2017, the Enterprise Funds (Water, Sewer and Sanitation) generated $14.2m in revenue.

Revenue Billing for Water and Sewer 1^{st}-4^{th} qtr. (Jan-Dec) was $9.8 of the $10.2m or approx.96.35%.

Sanitation 2017 billing totaled $3,000,815 of the $3.0 m or 1% higher than the budgets set forth for 2017.

Enterprise Fund Expense

Through the month of December 2017, Enterprise Funds expended $11m-71.65%, which excludes $3.0m in Catskill Water bills as well as $270k in additional PFOS expenditures. Overall Enterprise department expenses are in-line with the approved budgets.

Trust and Agency Accounts

- **Misc. Donations**
  - CAC (former Shade Tree)-$1,371
  - Landlord Registry - $349,520

- **Police**
  - Police Evidence - $80,494
  - Federal Seizure - $51,832
  - State Seizure - $28,806
  - Police Bicycle - $552
  - Police Donations - $187
  - Auxiliary Police - $2,035

- **Celebrations**
  - Puerto Rican Day - $80
  - International Festival -$9,036
  - Fireworks - $2,635
  - Memorial Day - $91

- **Other**
  - Vacant Bond Registry - $650,000
  - City Youth –Programs and Events -$2,500
  - Fencing for City Owned Properties - $2,500
  - Civil War Monument - $25,000

Comptroller's Department Updates

Finance

- **BIDs/RFPs/RFQs:**
  - **Awarded**
    - Water Department Chemicals and Materials
  - **Currently under Review**
    - Alcohol and Drug Testing Services
    - Real Estate - Brokerage Services
    - 109 S. William Street
  - **Current RFPs work in progress**

Assessor's Office

- See attached

Tax Collector's Office

- None at this time

Information Systems

Camera Project was complete by year*

- Exception:
  - Only one concrete pole still requires replacement. Central Hudson has already paid for the replacement pole and will deliver when the ground thaws out. This will affect one camera.

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

Drew Kartiganer said he owns some properties in the City of Newburgh and the resolution on the Agenda for the Multi-Use Street Paving Plan is a good thing. The one thing they should do is coordinate with the water, sewer and Central Hudson repairs. If you remember, about fifteen years ago we repaved Grand Street and two years later Central Hudson came in and trashed it. We have a new City Council and they have a unique opportunity to start doing some development on these waterfront properties. There are a lot of questions about 2 Montgomery Street and he hopes they put that out for a new RFP for various reasons but the Consolidated Iron Site should be out within six months to get things done and this City Council could be the one to say they got things started. There has been no development down here for way too long so it has just been sitting here. There was some conversation at the last meeting about a Master Plan for the two sites on Montgomery Street and the Consolidated Iron Site but you don't have to Master Plan those because that's going to be offices and this is going to be a Hotel or some type of entertainment facility so you can Master Plan in between that. Let's get these two things going and Master Plan at the end of the year because then you are going to have everyone fighting to get in here.

Russ Vernon, 302 North Water Street said that last Monday evening a Snow Emergency was declared by the City and on Tuesday morning all of the people who parked on Water Street in front of Regal Bag were ticketed. For the time it took for them to get ticketed someone could have walked into the building to tell people there was a Snow Emergency. There is not a single sign there stating that if a Snow Emergency is declared, you can't park there and Water Street, which is one of the widest streets in the City, only has one side parking so if you are an employee that's trying to make a living there is not a good alternative. As soon as the first person saw the tickets they all found a place to move their cars. That morning at 10:00 a.m. there was minimal to no snow on the ground and everyone knew that the snow was not coming until later that afternoon. All of those employees received $50.00 tickets so he asked if in the future all business owners could receive an email or some communication when a Snow Emergency has been called. He would also like to know why that street is different from the others where they can park on either side of the street.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Monteverde said in response to the Snow Emergency and the parking that she is very confused and can't figure out the parking signs. It would be great if we could figure it out so they are easier to read because it is very frustrating.

Councilman Harvey asked George Garrison if that is correct that there is no signage on Water Street regarding a Snow Emergency.

George Garrison, Public Works Superintendent, responded that there are signs down there stating Snow Emergency Route.

Michelle Kelson, Corporation Counsel, said there is Alternate Side Snow Emergency Parking and there are also Snow Emergency Routes in the City. There are certain streets that are dedicated as Snow Emergency Routes and Water Street is one of them. During a Snow Emergency, whether there is snow or not, there is no parking because those thoroughfares are meant for your public safety services to have free and clear access. Your wider thoroughfares such as Water Street and South Street that extend to the borders of the City are Snow Emergency Routes so there is no parking.

Councilman Harvey asked if there is any way for us to have some form of communication at least with the larger businesses. Is that even possible?

City Manager, Michael Ciaravino said that anything is possible. Besides Facebook, notifying the Media and sending e-mails to City Council, a number of people have signed up for e-mail notifications on the Website so we can advertise again the process on how to receive those e-mail notifications. He noted that regarding the timing of that particular Snow Emergency there were a number of us on the team that kept going back and forth with the weather forecast. The snow was expected to hit hours earlier and we based our Snow Emergency declaration on the latest forecast. There was a shift in the weather and a delay but we attempt to hold off until the very last minute and sometimes we have been burned by waiting too long and then the weather shifts and the snow is falling. It is more of an art sometimes than a science but we did it based on the most recent forecast. As Corporation Counsel indicated, Water Street is a Snow Emergency Route so again, we will post on the City's Facebook how to sign up for these alerts to receive those e-mail notifications. We are also looking at some software that would enable us to do notifications for street and sewer issues. Many may not be aware but the Water Department has averaged three to five sewer digs per week over the past month and we like to be able notify people of that. He wanted to thank the people who did move and follow the alternate side street parking rules because compared to our first snowstorm we were able to reduce a tremendous amount of overtime because the DPW trucks didn't have to repeatedly go around the same blocks to plow due to cars not being moved. The Police Department also utilized their PA systems which he believes included in front of the Regal Bag Factory.

Councilman Harvey said to Drew Kartiganer's point that we have had a few discussions about developing the commercial corridor at the waterfront and locations that we consider prime real estate particularly with the Consolidated Iron Site. He received calls today regarding the Hester Street and Alembic developer issues with 2 Montgomery Street and the Dutch Reformed Church and wished to clarify that there hasn't been a Developer's

Agreement brought before this Council. It is his understanding that Hester Street is having a few community listening sessions and beyond that the Council hasn't taken a vote. He asked the City Manager for an update as to where we are with this process so their constituents know that no final decisions have been made in regard to these two organizations.

City Manager, Michael Ciaravino said the update is just a repeat of the legislation that was passed last year directing the administration to put together a Developer's Agreement with Alembic. At our last Work Session he asked Deirdre to prepare an orientation of the topic to make certain we were all headed in the same direction. He assumes we are all headed in the same direction so we are working with Michelle Kelson and outside Counsel to put together a Developer's Agreement. A lot of matters are still outstanding as it relates to concerns on the developer's side and the City's side but that is what we are continuing to work on.

Councilman Jacobson said that the issue of Central Hudson and the paving was brought up and discussed at the Work Session and we understand it is not only coordination with Central Hudson but their responsibility. That is something we are all well aware of.

Mayor Kennedy said in regard to signage that she has been complaining about the Snow Emergency signs for years because there are two signs on each post with one labeled in the affirmative and the other in the negative. These signs are confusing and we have continued to ignore that and do nothing about it so this year she wants to see it in the Budget to change the Snow Emergency signs so they are less confusing. We need to listen and do something about it so she is almost demanding that some action be taken to get these signs fixed between now and next winter. She wants to make sure that we have input from Council members and people who specialize in signage to make sure they are understandable and clear so we don't have to have this same discussion again next year. On the streets that are Snow Emergency Routes she thinks it would help to add a second sign stating that a Snow Emergency Route means no parking at all. Posting something on a Website is a passive form of communication not an accurate form of communication. She believes people have the opportunity to sign up for alerts so she encouraged all to sign up for those so they know what's happening and when Snow Emergencies are happening because often they are declared when there is no snow in sight. She added that everyone on this Council wants to see something happen with the Consolidated Iron Site and there has been discussion about some sort of commercial building or Hotel along the back side where the railroad is, a greenway along the front perhaps and an amphitheater in the corner for performances. She suggested they have the parameters ready for the Work Session next month to give to our Planning and Development Department to get an RFP out with those parameters. We have talked and talked about this and nothing has happened so it's time to make something happen. She asked the other Council members how many of them would like to see this happen.

All Council members stated they are in favor of this action with none opposed.

Mayor Kennedy said in that case one month from now we will have a recommendation and take some action.

City Manager, Michael Ciaravino said he talked with Frank Stella, World renowned Sculptor about the idea of the sound stage the Mayor is referring to a few weeks after he began here as City Manager. He will do his best to reach out to him as well as his representatives to see if there is still an interest in doing that.

Councilwoman Mejia added on the Snow Emergency that some jobs and businesses tie themselves to the school district for their snow notifications so we might want to look into that. It might be an option to think about because if there is a Snow Delay or a Snow Emergency declared by the school district that should be a heads up that the City is going in the same direction. We should also coordinate in one way or the other with the school district to make sure that the buses have safe passage through the streets. She also struggles with where to park and it takes her a minute or so to figure out the signs but when all else fails if the majority of the cars are on one side she tries to make sure her car is on the same side so the plow can get through. Even though some people were not properly aware of the Snow Emergency it went so much smoother than some of the Snow Emergencies from last season. In regard to the Request for Proposals, we all want to be part of that Council that actually makes positive movement happen in this City. We are still in the beginning stages of this new administration and she wants to continue to build on that hope that we can still move the City forward with clarity, stability and respect. Now that the LWRP has been approved we can get an RFP for the Consolidated Iron Site and perhaps during New Business the Mayor can talk a bit about her vision for that advisory group that we discussed at the Work Session. There are also a couple of parcels on Montgomery Street across from Horizons on the Hudson that she thinks are prime for development so it would be great to have additional eyes and input on the RFP paramaters.

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

CITY MANAGER'S REPORT

Resolution No. 15-2018 - License Agreement with METRA Industries

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 16-2018 - Award of Additive Bid No.1A - Water Service Replacement to METRA Industries

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 17-2018 - Increasing the Fixed Amount to be Provided in the Form of a Public Improvement Performance Security for the Sunset Ridge Subdivision Project

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 18-2018 - 1 year Extension for Auditing Services

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 19-2018 - Trust Account to Accept Donations for the Dutch Reform Church

Councilman Harvey said regarding discussion on the Dutch Reformed Church and 2 Montgomery Street deal there was an outpour from the public to look at different options and possible funding opportunities through fundraising from the community so that certain things wouldn't be tied to the development of 2 Montgomery Street. This resolution was in an effort to create this funding opportunity for those in the community who are set on finding ultimate ways to repair the Dutch Reformed Church. We are looking for those individuals who stepped up and suggested this to follow through and see if we can get some funds.

Councilwoman Mejia said it is appropriate that it is called a Trust-in-Agency Account because she thinks that the trust factor is what we want to make sure this body presents in terms of where we are going with development. For this particular account, regardless of where that proposal and development ends up, it still does not answer the question of how we stabilize the Dutch Reformed Church. There was a lot of outpour at the December meeting so we wanted to make sure it was a separate account that was not going into the general expenses of the City. She is looking forward to working with each and every individual who is passionate and willing to do that. This is not just about the Dutch Reformed Church as we still have to answer about the City Club as well.

Councilman Harvey moved and Councilwoman Mejia seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6

Adopted

Resolution No. 20-2018 - Amend 2018 Budget Resolution - 333-2017

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 21-2018 - Purchase of 182 Renwick Street & 184 Renwick Street

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 22-2018 - Purchase of 420 First Street

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 23-2018 - Purchase of 101 Carter Street

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 24-2018 - Mobilitie, LLC - Telecommunications Attachment and Rights of Way Agreement

Councilwoman Mejia asked if this omits the pole that they were proposing.

Michelle Kelson, Corporation Counsel said it doesn't cover specific proposals as they have to make application to the City. If the equipment is in a location or of a design that is not existing or typical, then we can ask them to adjust the location and modify the size or dimensions of the equipment.

Councilwoman Mejia asked who will be keeping an eye on that.

Ms. Kelson said she believes they came to the City Engineer's Office but their point of entry would be through IT, Engineering or Codes.

Councilman Harvey moved and Councilwoman Sofokles seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Local Law No. 1-2018 - Cold War Veterans Tax Exemption Amendment

Councilman Harvey moved and Councilman Jacobson seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 25-2018 - Adopting Rules of Order and Procedure for the Council of the City of Newburgh for the Year 2018

Councilman Harvey moved and Councilman Jacobson seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 26-2018 - To Prepare a Report on Properties Sold by the City

Councilman Harvey said this was a resolution that he inquired about and asked if they could get a timeline and who is working on this.

Michelle Kelson, Corporation Counsel said the resolution calls for ninety days and it will be worked on by the Planning and Development Department along with the assistance of any other department that may have information needed to prepare the report.

Mayor Kennedy said that we should have the report by the end of April.

Ms. Kelson said if more time is needed then we will come back to request it.

Councilman Harvey moved and Councilwoman Mejia seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 27-2018 - to Prepare a Multi-Year Plan for Street Paving

Mayor Kennedy said that the Street Paving Plan we commissioned last year has to be put into this Multi-Year Plan along with Budget constraints and considerations.

Michelle Kelson, Corporation Counsel said that was discussed at the Work Session.

Councilman Harvey asked what the timeline is on this report.

Ms. Kelson said one hundred and eighty days.

Councilman Jacobson said one is not mutually exclusive of the other it just wasn't realistic to pave all of the streets in five years. He looked at the Five Year Plan and it had categories of priorities so he thinks that by knowing what we can do and spreading it out then every year we are going to be paving and fixing the City. We have to combat this problem that we have had for many years.

Councilman Harvey asked if it will take six months.

George Garrison, Department of Public Works said we already know what we are paving for this year so we have to update it every year and when we get the update it is going to be sometime in June, beginning of July.

City Manager, Michael Ciaravino added that one of our mandates from the DEC is that we are required to camera all of the lines in the City of Newburgh. In these areas where the cameras show severe infrastructure problems down below, we are going to have to

make a choice as a community. Do we still want to mill and fill those streets knowing that work is still needed down below or do we want to dedicate our resources in a coordinated fashion so that we camera the lines in the streets that we want to pave. On those streets where the work needs to be done before they can be paved then we might be able to do some sort of patch job until the funding is there for the infrastructure. If it was ultimately the Council's desire that despite the infrastructure problems down below we still want to mill and fill above given our timeline and all of the other financial stresses that will be placed on us, we can do that. At the end of the day in addition to using cameras on these lines another mandate that we have from the DEC is our Long Term Control Plan which will require us over the course of roughly fifteen to twenty years to spend possibly in excess of one hundred million dollars on infrastructure improvements in the City of Newburgh. Separating storm lines out from sanitary lines which comes with tremendous penalties if we don't develop a plan. We expect there will be financing that we now qualify for because of that Long Term Control Plan but given the ambitious expectations that the DEC contemplates under the Plan we will be tearing up a lot of streets to repair those combined sewers outfalls that we currently have. They are taking in both sewage and rain water so as we develop that map it might suggest a prefigure where we can then as part of the final work on a particular street come through with the mill and the fill with a final paving at the end. There is a lot of work, a lot of planning and a ton of logistics but at the end of the day we want to develop a Pavement Plan that works in coordination with these other larger infrastructure challenges.

Councilman Harvey asked if we are going to get some repaving done this season with regard to ADA compliance for sidewalks and then paving in the spring or summer.

City Manager, Michael Ciaravino said that is the plan. Now that we have the ADA crosswalk issues addressed we have to see if any of the lines that we used the camera on in those areas that we are planning to pave are going to yield additional infrastructure surprises down below. Engineering is working on those lines as a priority to be able to answer that question better and nobody wants to get this paving plan done more than the administrative teams and Council.

Mayor Kennedy said that looking at the logistics of this we have a Paving Plan that does not take into account what is under the ground and we also have the ADA compliance issue. It is going to become important to look at where all the infrastructure will be torn up with an overlay map showing where they are going to get torn up along with the paving plan and ADA issues. This would identify the places where we have the least resistance so we can deal with that first and then start figuring out how to tackle the obstacles so we can move ahead. She thinks that every resident in this City can live with the plan as long as they know it. It is the unknown that nobody is happy with.

George Garrison added that if they budgeted several hundred thousand dollars a year for the next fifteen years that would just pay for your Paving Plan. It would not cover any ADA compliance issues or underground issues.

Mayor Kennedy said that money is necessary everywhere so you add the Budget to it and you have constraints going every which way but loose.

Councilman Jacobson added that it's important to do and then we go from there.

Mayor Kennedy said we still need to do it and even if we are paving just one street a year we need to keep inching forward.

Councilwoman Mejia said that the overlay map has been done and asked if the updated one could be placed on the City's Website also.

Councilwoman Monteverde recommended going to the Map Gallery on the City's Website because there are some wonderful maps there with a lot of information.

Councilman Harvey moved and Councilwoman Mejia seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

Resolution No. 28-2018 - Condemning the President's Comments on Immigration

Councilman Jacobson moved and Councilman Harvey seconded.
Ayes: Harvey, Jacobson, Mejia, Monteverde, Sofokles, Kennedy - 6
Adopted

NEW BUSINESS

Mayor Kennedy said to clarify her idea of a Citizen's Economic Council that she is not necessarily saying that it be advisory and the Council would select the members. She had a conversation with Ms. Glenn some time ago and they thought it was better not to have this be a political situation. It should be an independent council of citizens diverse in gender and ethnicity so we can consider how to bring more business into this City. We also have to work with our Planning and Development to bring ideas to this Council so we can vet some of those ideas. Our hands are full but there are many people who have a lot of passion about this so we want their input. Her thinking when she first considered this was that it would be an independent Council, Committee or Board.

Councilman Jacobson asked the Mayor if she will have a specific proposal for the next meeting that they can discuss.

Mayor Kennedy said she does not have a proposal so anyone interested can bring one to her. This is still in its early planning and discussion stage.

Councilwoman Monteverde said we will need to put something in writing because people who are interested in joining the group are going to ask.

Councilwoman Sofokles added we need to know how people will be chosen also.

Mayor Kennedy said we will work on that and see what we can come up with as soon as possible. She hears the drum beat getting louder to get going on economic development in this City. We are going to march to that drum beat and get something done.

There being no further new business to discuss this portion of the meeting was closed.

OLD BUSINESS

There was no old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Harvey reminded the Council about the My Brother's Keeper Grant. He received some calls from Ed Lawson regarding where we are as a City and where the School District is in terms of some of the funds already received and what needs to happen with the community and partnerships because there is still a great need for direct involvement with our young men of color. He wanted to let the Council and the City Manager know that he is still speaking with Ed Lawson and he received some e-mails from Ebony Green from the Newburgh School District so we have to continue to communicate with the District and follow up to get the ball rolling with this initiative.

Councilman Jacobson said he told Councilman Harvey that the Governor mentioned My Brother's Keeper in his State of the State so perhaps we can follow up and see what goes on from there. He thinks that the rule changes made will be positive and he proposed the elimination of the chair in front of the head table so no one will be speaking with their back to the public. Now anytime an employee or agent of the City has to speak they will speak at the public microphone or use one of the microphones at the table. Councilwoman Sofokles proposed changing the amount of time the Council has to speak to three minutes when we make additional comments so he is sure many people will be thrilled to hear that. He is happy that we are now able to move forward with getting a plan to pave all of our streets, which won't be easy. We are going to have to work it out with all of the other priorities and problems we have in this City but it's something our residents deserve and it will make it easier to sell the City. If we try to entice someone to build a factory here and they break a front axle on the way to the site then they likely won't come back. We are now going to have a baseline concerning the properties that the City has sold in the last six years so we can see what's going on with the issuance of the CO's. He is happy that we passed the resolution concerning the President's comments on Immigration because they were terrible, racist and vulgar. While it's shocking to hear those comments from the President of the United States it's probably not surprising coming from this President given his history against President Obama, his statements concerning Mexicans and his remarks following the Protest in Charlottesville. He thinks it was quite fitting for the Council to take the action that they did.

Councilwoman Mejia said that in the City Manager's Report he mentioned January 31st as one of the public meeting dates that Hester Street announced for public engagement of their listening sessions but according to a Flyer that she received the date for that will be February 6, 2018 from 6:00 p.m. to 8:00 p.m. at the Newburgh Armory Unity Center. She just wants to make sure that everyone is on the same page so if she has the wrong information that needs to be stated. Not to be confused, the water meeting is scheduled for February 5th and according to the Flyer that she received this other meeting will be on February 6, 2018. She asked Deirdre Glenn if her department had the latest information on the date for the Hester Street meeting because the Executive Office has a different date.

City Manager, Michael Ciaravino noted that the whole reason we moved the date on the 29th was because the community had indicated they did not want to attend both meetings in the same week. We had already publicized it and notified the Ministries of the water meeting on the 29th and we moved it to the 5th to accommodate the community's desire to have a single issue meeting once each week.

Councilwoman Mejia said that both groups moved their meetings so they wouldn't be back to back.

City Manager, Michael Ciaravino said he would like to talk with Hester Street and Alembic to see if we can get them to move it again.

Councilwoman Mejia said she just wanted to put it out there because obviously this is their meeting but the City Manager was under the impression that it was still planned for the 31st. The 29th was specifically asked for by the Newburgh Clean Water Project because they were not going to have enough time to do proper outreach to get everyone there. She is not trying to say anything is going on but she wants to make sure that we have the accurate dates. Why did she get a Flyer and the City Manager's Office didn't?

City Manager, Michael Ciaravino said that is a powerful question and he intends to get it answered for everyone. As of right now he will assume the Flyer is accurate and we are having two meetings in the same week; one on the water and the other on the Alembic, Hester Street discussion.

Councilwoman Mejia said something happened when the meetings were moved and there was no connection. She thinks the request was made to both groups to move their meetings so they don't compete with one another and then they both jumped and moved their meetings when only one should have. Now we will all be at a meeting on Monday and Tuesday with a Work Session that week too. She is happy about the conversations we continue to have around our Paving Plan. She thinks that building on the assessment that was done based on the wear and tear of our streets to have some deadlines attached to it with funding sources is what everyone is asking for. When she talks to the people in the neighborhood they all realize the financial restraints that we have but it always makes it easier to know that if not in 2018 then in 2019 or 2020 my street is on that list. She thanked everyone for coming tonight.

Councilwoman Monteverde thanked everyone who came out and spoke tonight. She appreciates Drew's comments on the paving and is glad to hear we have a Paving Plan in place. It was great to hear about the cameras being installed to look at our infrastructure so we are able to detect and see what condition they are in. It is going to be an insurmountable task to replace all of that infrastructure and it probably won't happen in her lifetime but at least it is being worked on. She is looking forward to the discussions with the Hester Street Group and Alembic as she is open and wants to hear from the public on what their concerns are.

Councilwoman Sofokles thanked Lt. Weaver, Acting Chief because they don't have it easy and she knows they are working under terrible circumstances. She thanked Bill Horton for keeping them apprised about the Homeless Shelter because that is another big issue that we have in this City and he has been on top of that. What Wayne at the Water Department has been going through hasn't been easy but he is diligently taking care of everything. She thanked him for the invitation to come see the site and said she will visit after tax season. She also thanked George for all that he has been doing with the Paving Plan and everything. The Department Heads don't have an easy job and take a lot of criticism but they are really doing a good job. She is very proud of the Police Department with those crime statistics.

Councilman Harvey noted that he was made aware that a Plumber in our community lost his life a few hours before this meeting which is why he was running late. He asked the Mayor if at some point before the meeting is adjourned we could have a Moment of Silence in his honor. He and his father served this community for many years as Plumbers and were on the Plumbing Board.

Mayor Kennedy said we struggle with money and a lot of things here but we don't often say we did it. Tonight we approved $111,000.00 in sales for property to get them back on the tax roll and last year we got the cameras repaired with new ones installed and operational. Our Police Department is continuing to bring crime down with the help of ShotSpotter, cameras and community input. We were successful in putting together a temporary Homeless Shelter very quickly and we also cut the water consumption in half by fixing leaks. There are a lot of things happening and she wants to give people encouragement because we sometimes think the hurdles in front of us are pretty big but we are climbing them one by one so we need to celebrate our successes and acknowledge them. She thanked everyone for coming out and everyone who wants to help create solutions. If we can keep a calm head and talk things through, we can come up with some amazing solutions to move this City forward. All we need is to be together and move as one.

Mayor Kennedy asked for a Moment of Silence and Prayers for Mr. Robinson's family.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:33 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 15 - 2018

OF

JANUARY 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH METRA INDUSTRIES TO ALLOW ACCESS TO CITY-OWNED PROPERTY LOCATED AT 360 LIBERTY STREET DURING THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

WHEREAS, Metra Industries has requested access to City-owned property located at 360 Liberty Street and identified as Section 12, Block 1, Lot 26, on the tax map of the City of Newburgh for the purpose of temporary storage and management of equipment and materials as a temporary staging area for work to be performed during the Liberty and Grand Streets Sanitary Sewer Improvements Project; and

WHEREAS, such access to the subject property and requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same 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 enter into the attached license agreement with Metra Industries to allow access to City-owned property located at 360 Liberty Street for the purpose of temporary storage of and management of equipment and materials as a temporary staging area for work to be performed during the Liberty and Grand Streets Sanitary Sewer Improvements Project.

LICENSE AGREEMENT

This Agreement, made this _____ day of _______________, two thousand and eighteen by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and METRA INDUSTRIES, a private business organization having an address at 50 Muller Place, Little Falls, New Jersey 07424, as "LICENSEE";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor on behalf of itself and its employees, agents and contractors in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

Property identified as lands of the City of Newburgh, 360 Liberty Street, Section 12, Block 1, Lot 26 on the tax map of the City of Newburgh;

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: Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property identified as 360 Liberty Street, Section 12, Block 1, Lot 26, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary and for the use of said property for the storage, parking, operation and management of vehicles, equipment and materials as a staging area for the City of Newburgh Liberty and Grand Streets Sanitary Sewer Improvements Project.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

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 4 and such insurance has been approved by the City.

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

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

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

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

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

C. Licensee may retain certain employees, agents, subcontractors 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 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages: The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of 360 Liberty Street under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. <u>Term of License</u>: The license or privilege hereby given shall expire and terminate upon the completion of the project by Licensee and its agents, employees and contractors, and the restoration of 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. Licensee shall post a restoration bond in the amount of $25,000.00 prior to the commencement or performance of work under this License Agreement and the form and amount of the bond has been approved by the City.

Section 7. <u>Assignment of License; No Sub-Licensing</u>: This License may not be assigned or sub-let to any other party.

Section 8. <u>Termination of License</u>: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate the agreement.

Section 9. <u>New York Law</u>: This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 10. <u>Modification of License Agreement</u>: This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

METRA INDUSTRIES
LICENSEE

By: ______________________________
Name:
Title:

Approved as to form:

____
MICHELLE KELSON
Corporation Counsel

____
KATHRYN MACK
City Comptroller

RESOLUTION NO.: 16 - 2018

OF

JANUARY 22, 2018

A RESOLUTION AMENDING RESOLUTION NO. 277-2017 AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $3,298,115.00

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project"); and

WHEREAS, bids were duly received and opened and Metra Industries was the low bidder; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Project to Metra Industries, for the amount of $3,248,115.00; and

WHEREAS, Additive Bid No. 1A – Water Services Replacement in the amount not to exceed $50,000.00 for the replacement of lead and water copper services associated with the Project should have been awarded with the base bid; and

WHEREAS, funding for such Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015; and

WHEREAS, the award of Additive Bid No. 1A – Water Services Replacement requires an amendment to Resolution No. 277-2017 and 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 Resolution No. 277-2017 of October 10, 2017 be and is hereby amended; and

BE IT FURTHER RESOLVED that the Base Bid and Additive Bid No. 1A – Water Services Replacement for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project be and it hereby is awarded to Metra Industries, for the amount of $3,298,115.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: ___17__ - 2018

OF

JANUARY 22, 2018

A RESOLUTION INCREASING THE FIXED AMOUNT
TO BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT PERFORMANCE
SECURITY TO BE POSTED BY THE
OWNER/SPONSOR OF THE SUNSET RIDGE SUBDIVISION PROJECT

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty-Three Thousand Six Hundred Forty-Five and 00/100 dollars ($1,153,645.00) was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements and current developer, Iconic Properties, LLC, requested a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 101-2013 of May 13, 2013, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from One Million One Hundred Fifty-Three Thousand Six Hundred Forty-Five and 00/100 dollars ($1,153,645.00) to Five Hundred Seventy-Five Thousand Five Hundred and 00/100 dollars ($575,500.00); and

WHEREAS, the current developer, Iconic Properties, LLC, requested a further reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 2-2017 of January 9, 2017, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from Five Hundred Seventy-Five Thousand Five Hundred and 00/100 dollars ($575,500.00) to Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars ($336,850.00); and

WHEREAS, Iconic Properties, LLC, applied to the City of Newburgh Planning Board for approval of a modified Site Plan of the Sunset Ridge Subdivision, and the City of Newburgh Planning Board granted conditional approval of said Site Plan, as contained in application number 2017-18, on December 19, 2017; and

WHEREAS, in connection with the City of Newburgh Planning Board's review of the developer's modified Site Plan application, the City Engineer reviewed the developer's submissions and completed his own survey of the subdivision and the infrastructure work installed and completed and recommended that the performance bond for the infrastructure improvements be increased from Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars ($336,850.00) to Four Hundred Sixty-Six Thousand Eight Hundred Seventy-Six and 00/100 dollars (466,876.00); and

WHEREAS, the City of Newburgh Planning Board conditioned its Site Plan approval upon the compliance with the City Engineer's comments, which included an increase of the performance bond amount; and

WHEREAS, this Council finds that the increase in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby increased from Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 dollars ($336,850.00) to Four Hundred Sixty-Two Thousand Eight Hundred Seventy-Six and 00/100 dollars (466,876.00), as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

RESOLUTION NO.: ___2___ - 2017

OF

JANUARY 9, 2017

A RESOLUTION REDUCING THE FIXED AMOUNT TO BE PROVIDED IN THE FORM OF A PUBLIC IMPROVEMENT PERFORMANCE SECURITY TO BE POSTED BY THE OWNER/SPONSOR OF THE SUNSET RIDGE SUBDIVISION PROJECT

WHEREAS, by Resolution No. 142-2005 of July 11, 2005, the City Council of the City of Newburgh declared that the sum of One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths ($1,153,645.00) Dollars was to be established and accepted as the amount estimated as the cost of infrastructure and improvements required by the Planning Board, and therefore, as the sum to be covered by such Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision in order to sufficiently safeguard the interests of the City of Newburgh and to secure the installation of the public improvements and infrastructure necessarily involved in said project; and

WHEREAS, the original developer partially completed the installation of the infrastructure and improvements and current developer, Iconic Properties, LLC, requested a reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, which was reviewed by the City Engineer and by Resolution No. 101-2013 of May 13, 2013, the City Council further reduced the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision from One Million One Hundred Fifty Thousand Six Hundred Forty Five and zero/one-hundredths ($1,153,645.00) Dollars to Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths ($575,500.00) Dollars; and

WHEREAS, current developer, Iconic Properties, LLC, has requested another reduction in the amount of the Public Improvement Security to be posted based on a review by a licensed engineer, from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths ($575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths ($336,850.00) Dollars; and

WHEREAS, the City Engineer has reviewed the developer's submission and completed his own survey of the subdivision and the infrastructure work installed and completed and recommends that the performance bond for the infrastructure improvements be reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths ($575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths ($336,850.00) Dollars; and

WHEREAS, this Council finds that the reduction in the performance bond, as recommended by the City Engineer, is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Public Improvement Performance Security to be posted by the owner/sponsor of the Sunset Ridge Subdivision be and hereby is reduced from Five Hundred Seventy Five Thousand Five Hundred and zero/one-hundredths ($575,500.00) Dollars to Three Hundred Thirty-Six Eight Hundred Fifty and zero/one-hundredths ($336,850.00) Dollars; as the amount sufficient to secure the installation of the remaining public improvements and infrastructure required by said project; and

BE IT FURTHER RESOLVED, that pursuant to Code Section 266-6, such Public Improvement Performance Security shall be posted with the City Manager by the owner/sponsor of the Sunset Ridge Subdivision and in a form acceptable to the Corporation Counsel.

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 Jan. 9, 2017 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 Jan 2017

City Clerk

CITY OF NEWBURGH

Office of the Engineer
83 Broadway, Newburgh, New York 12550
(845) 569-7447/Fax (845) 569-7349
www.cityofnewburgh-ny.gov

TO: City of Newburgh Planning Board

FROM: Jason C. Morris, P.E., City Engineer
Chad M. Wade, R.L.A., Asst. City Engineer

MEETING DATE: December 19, 2017 | Planning Board

INDEX No.: 2017-18

SUBJECT: Sunset Ridge Subdivision

Our department received a submittal of materials for the Sunset Ridge Subdivision. The following documents have been reviewed:

- Cover Letter; dated December 7, 2017
- Amended Subdivision Plan; dated May 18, 2017, revised November 30, 2017
- OCDOH Certificate of Approval; dated December 1, 2017

Previously reviewed:

- City of Newburgh Land Development Application – FORM LDA01; undated
- City of Newburgh Land Development Application – FORM PB02 Subdivision; dated May 18, 2017
- Short Environmental Assessment Form, dated May 18, 2017
- SWPPP Amendment; dated August 22, 2017
- Bond Calculation; undated
- CAC Letter; dated October 23, 2017
- CAC Response Letter; dated November 2, 2017
- Cover Letter; dated October 23, 2017
- Cover Letter; dated November 13, 2017

<u>BACKGROUND</u>: The Project Site, located along Morris Avenue, is designated as Tax Map parcel 26-3-5.1, 5.2, 58.1-58.7, 62, and 69-76, currently owned by Ionic Properties, LLC. The Applicant is proposing to amend the existing subdivision to subdivide twenty (20) single-family dwelling units into 2-family dwelling units.

GENERAL COMMENTS:

1. Comment Noted:
   CNB, June 6, 2017 - The Applicant should refer to the letter prepared by Alexandra Church, AICP of the City's Planning and Development Office, which identifies and outlines planning related comments on zoning and land use issues.

2. Comment Noted:
   CNB, June 6, 2017 - The Applicant should refer to the letter prepared by Assistant Chief William Horton of the Fire Department, which identifies and outlines zoning related comments.

3. Comment Satisfied:
   CNB, June 6, 2017 - The amended Subdivision Plan references "Filed Map No. 162-06 filed with the Orange County Clerk's office on 2/27/06." Digital versions of these plans shall be provided for full review of the amended subdivision plan.]
   Applicant, August 31, 2017 - A digital version of the Filed Map No. 162-06 plans was provided with the June 8, 2017 submittal from Lane & Tully.

4. Comment Outstanding:
   CNB, June 6, 2017 - It has been previously noted that the handicap ramps and sidewalks installed and proposed to be installed do not meet the latest ADA Regulations, these shall be required prior to conveying the improvements to the City of Newburgh and shall be included as part of the amended subdivision plan.
   Applicant, August 31, 2017 - Handicap ramps and sidewalks will be modified to meet the latest ADA requirements. This work will be completed the first week of September.
   September 19, 2017 - As of Monday, September 18, 2017, ADA complaint curb ramps have not been installed. Additionally, there are ADA curb ramps proposed that have not been built. The amended site plan shall include appropriate construction details, grading and spot elevations to ensure the ADA curb ramps are constructed in compliance with the latest ADA standards. The aforementioned construction details shall coincide with one of the following preferred ADA ramp configurations detailed on the on NYSDOT US Customary Standard Sheets, Group ID 608 Specification Section Sidewalks, Driveways and Bicycle Paths, available from https://www.dot.ny.gov/main/business-center/engineering/cadd-info/drawings/standard-sheets-us:
   a. Detectable warning surface Option 3 or Option 4 on sheet 2 of 9.
   b. Curb Ramp Configuration Type 4 on sheet 4 of 9, Type 6 on sheet 5 of 9, Type 9 and/or Type 10 without the ramp sides on sheet 6 of 9.

   Applicant, October 23, 2017 - The Applicant plans on completing the handicap ramps along Orchard Street this fall.

CNB, November 8, 2017 - Review of the ongoing work as of November 6, 2017 shows the ADA curb ramps associated with Orchard Street are being reinstalled. A letter shall be prepared by the Applicant's engineer that indicates the running slopes, cross slopes, and side flares, if applicable, of the installed curb ramps, with a statement certifying that they comply with the latest ADA standards. All curb ramps associated with Morris Avenue shall be fully detailed on the site plan with spot elevations, the ramps designed with a maximum running slope of 7.5 percent, a maximum cross slope of 1.5 percent, and a maximum side flare of 9.5 percent, if applicable. Additionally, there are curb ramps cast into the existing curb that look as they are no longer needed at the intersection of Hawthorne Avenue.
Applicant, November 8, 2017 - A handicap ramp detail has been provided on Sheet 4 with a table of elevations for each of the remaining curb ramp on Morris Avenue. A letter regarding the installed Orchard Street handicap ramps shall be provided under separate cover.
Applicant, December 7, 2017 - A letter regarding the installed Orchard Street handicap ramps was provided to the Assistant City Engineer at the 11/21/17 Planning Board meeting. Since then our office has received additional correspondence from the City Engineer regarding the handicap ramps and additional work still required. The ramps in question are located on Orchard Street and they are part of the original subdivision. They are covered under the current bond and therefore would not typically be included within this amended subdivision plan.
CNB, December 19, 2017 - The Applicant should be aware that if the roadways are intended to be dedicated to the City of Newburgh, the ADA curb ramps must be installed to the latest standards and satisfactory of the City Engineer prior to acceptance of the dedication.

5. Comment Satisfied:
CNB, June 6, 2017 - Appropriate notes shall be added the site plan related to the water service connection in accordance with §293-8 *Connection to the City water system required; permission of Superintendent required.* The notes shall be as follows:
    a. A permit is required from the city of Newburgh Codes Department, authorized by the Plumbing Inspector.
    b. A City of Newburgh licensed plumber must be retained to install the water connections.
    c. A bonded excavator is required for all excavations within the City street R.O.W.
    d. The City of Newburgh Water Superintendent shall be notified, via a Corporation Tap Request, prior to making connection to the municipal water system.
    e. The City of Newburgh Water Department shall install the corporation tap into the municipal water system for services up to one (1) inch in diameter. Corporation taps above one (1) inch in size shall be done by an approved contractor specializing in large diameter tapping.
    f. All work shall be inspected and approved by the Plumbing Inspector prior to and during backfill.

Applicant, August 31, 2017 - Water service notes were provided on the plans submitted June 8, 2017 and can be found on Sheet 3 of 4 of the plans.

6. <u>Comment Satisfied:</u>
CNB, June 6, 2017 - Appropriate notes shall be added related to the sanitary sewer connection, in accordance with §248-8 *Building sewers and connections*. The notes shall be as follows:
    a. A permit is required from the City of Newburgh Codes Department, authorized by the Plumbing Inspector.
    b. A City of Newburgh licensed plumber must be retained to install sanitary sewer service connections.
    c. A bonded excavator is required for all excavations within the City Street R.O.W.
    d. All work shall be inspected and approved by the Plumbing Inspector prior to and during backfill.
Applicant, August 31, 2017 - Sewer service notes were provided on the plans submitted June 8, 2017 and can be found on Sheet 3 of 4 of the plans.

7. <u>Comment Satisfied:</u>
CNB, June 6, 2017 - In proposing 2--family dwelling units, the amount of proposed impervious surface associated with the twenty (20) lots could be doubled. An analysis of the originally approved plans compared to the proposed plans shall be conducted to ensure that stormwater conveyance and treatment system has the ability to handle the increased stormwater runoff.
Applicant, August 31, 2017 - An amended stormwater pollution prevention plan has been provided to address the increase in impervious coverage and the associated runoff water quality treatment.
CNB, September 19, 2017 - The Applicant has provided a SWPPP amendment for review. Any comments shall be outlined separately below.

8. <u>Comment Satisfied:</u>
CNB, June 6, 2017 - Due to the amended subdivision the project may be subject to the standards in the latest SPDES General Permit for Stormwater Discharges from Construction Activities. Our department has an inquiry related to this into the NYSDEC and are awaiting a response. We will advise the Planning Board and the Applicant of our findings when we receive a response from the NYSDEC.
CNB, July 18, 2017 - The City awaits receipt of the revised SWPPP with impervious calculations so that we can discuss the application in more detail with the NYSDEC.
Applicant, August 31, 2017 - The NYSDEC provided guidance for the SWPPP amendment. Accordingly, the SWPPP addresses the increase and impervious coverage and provides treatment and runoff reduction for the calculated volumes.
CNB, September 29, 2017 - The Applicant has provided a SWPPP amendment for review. Any comments shall be outlined separately below.

9. Comment Satisfied:
CNB, July 18, 2017 - The Applicant shall prepare an application and submit plans to the Orange County Department of Health for subdivision approval. See correspondence from the Orange County Department of Health dated July 17, 2017.
Applicant, August 31, 2017 - The Applicant has submitted an application and plans to the Orange County Department of Health.
CNB, September 19, 2017 - All correspondence both to and from the Orange County Department of Health shall be provided to the City's Planning Board for review.
Applicant, October 23, 2017 - The Orange County Health Department has reviewed the subdivision plan and provided a letter stating that all comments have been addressed. They will provide their approval after City of Newburgh approval.
CNB, November 8, 2017 - OCHD approval shall be a condition of any potential City of Newburgh Planning Board approval. A copy of their approval will be required for the City's records prior to plan signature by our office and the Planning Board Chairperson.
Applicant, December 7, 2017 - A letter from the Orange County Department of Health is included indicating their approval of the plans.

10. Comment Satisfied:
CNB, September 19, 2017 - Section 300-68(A)(5) of the City Code states "Any entrance or exit driveway for a residential use shall not exceed 20 feet, nor be less than 12 feet in width at its intersection with the front lot line." The site plan indicated that many of the proposed driveways would be thirty (30) feet in width. The driveways shall be adjusted to meet the City Code.
Applicant, October 23, 2017 - All driveways have been adjusted to meet the City code (See typical layout on Sheet 3).
CNB, November 8, 2017 - The Planning Board shall determine if the one (1) foot space between the driveways is sufficient to meet the City Code. In our experience, this area is not large enough for planting and will only be turf, Therefore likely becoming a paved surface in the near future, which is not the intent of the code.
Applicant, November 13, 2017 - Based on the discussion at the November 81h Planning Board work session, the driveways for the dwellings with garages have been reduced to 10 feet for a "common driveway" width of 20 feet. Turnarounds are shown on the plan as optional and up to the discretion of the developer.

11. Comment Satisfied:
CNB, September 19, 2017 - The site plan shall be updated to include layout and construction detailing of crosswalks in accordance with the City's adopted sidewalk standards. An AutoCAD formatted detail will be provided to your design professional to include on the plans.
Applicant, October 23, 2017 - The crosswalk detail has been included on Sheet 3 of the plan set. Crosswalks are also shown on the grading plan.

12. Comment Satisfied:

CNB, September 19, 2017 - The site plan currently proposes forty-two (42) street trees as runoff reduction mitigation. Specifications and details for the trees, including species, size, amongst other things shall be provided for review. This street tree plan shall be referred to the City's Conservation Advisory Council to provide guidance on the species list proposed. The CAC meets the first Thursday of every month.

Applicant, October 23,2017 - A street tree plan with species list has been provided to the Conservation Advisory Council. At the CAC meeting on October 5, 2017, the plan was presented and the Board concurred with the species chosen but wanted to change the street tree locations. We were advised that we would receive comments prior to the Planning Board meeting on the 17th. However, our office has not received any comments to date.

CNB, November 8, 2017 - The Planning Bard should review the CAC's comment memo in detail, compared to the Applicant's response letter and determine which aspects should be implemented by the Applicant.

Applicant, November 13, 2017 - Based on the comments at the November 8th Planning Board Work Session, the street trees have been located on the right of way line instead of the grass mall. This placement is preferable for tree health and maintenance of the sidewalk and curb.

CNB, November 21, 2017 - The Planning Bard should review the CAC's comment memo in detail, compared to the Applicant's response letter and determine which aspects should be implemented by the Applicant.

Applicant, December 7, 2017 - The CAC comments and our office 's responses were reviewed with the Planning Board at the 11/21/17 meeting. The Planning Board appeared satisfied with the responses and provided preliminary plat approval.

13. Comment Outstanding:

CNB, September 19, 2017 - In an email dated September 12, 2017, our office requested a revised bond calculation for the subdivision. This revised bond calculation shall take the previous reduced bond amount and update it to account for current pricing and all additional features associated with the proposed resubdivision (additional curb cuts, pavement restoration, additional service connections, additional stormwater features, etc). This revised bond amount shall be prepared, reviewed and approved prior to any planning board approval.

Applicant, October 23, 2017 - A revised cost estimate for the bond has been provided.

CNB, November 21, 2017 - The increased performance bond amount coupled with the appropriate documentation from the bonding agent shall be submitted to our office for addition to a City Council meeting agenda. City Council will have to authorize a resolution to accept the revised performance bond related to the proposed infrastructure improvements.

Applicant, December 7, 2017 - The Applicant provided a revised cost estimate for the bond in October.

CNB, December 19, 2017 - Acceptance of the increased bond is scheduled for the first City Council meeting in January of 2018. Acceptance of this increased bond amount by the City Council shall be a condition of final approval.

14. Comment Satisfied:
    CNB, November 8, 2017 - The typical lot layout is not reflective of the majority of the proposed duplexes. An additional typical lot layout should be provided for all the proposed duplexes.
    Applicant, November 13, 2017 - Typical lot layouts are provided for both building types and are shown on Sheet 3.

The contents of this letter constitutes the City's review of the latest information provided to our office as listed above. This may not fully include all necessary outstanding issues, which will likely arise as the Planning Board reviews the documents, and the plans are revised. Additional comments may be generated as the plans are further developeds

CITY OF NEWBURGH
PLANNING BOARD

Lisa Daily, Chairperson
Omar Balbuena-Palma, Secretary

123 Grand Street, Newburgh, New York

Phone: (845) 569-7380 Fax: (845) 569-7435

RESOLUTION OF THE CITY OF NEWBURGH PLANNING BOARD

LET IT BE RESOLVED

At the Planning Board meeting held on December 19, 2017, the Board hereby moves to grant final approval to the Applicant's proposed subdivision, affecting the properties collectively and more commonly known as Sunset Ridge.

Index No.	2017-18
Applicant's Name	Lanc & Tully, P.C./Ionic Properties, LLC
Property Owner	Ionic Properties LLC
Property Addresses	2, 4 through 19, and 21 Morris Avenue (SBLs 26-3-5.1 & 5.2, 26-3-58.1 through 58.7, 26-3-62, and 26-3-63 through 76)

LET IT BE FURTHER RESOLVED

That the above-referenced file includes a Land Use Development Application (form LDA01) (17 pages, including cover page and Short Environmental Assessment Form ("EAF"), received on May 19, 2017 and is supported with the following documents:

1. Tax map of affected parcels (2 pages) received on May 19, 2017;
2. Amended Subdivision Plan Set (4 pages) dated May 18, 2017, and revised June 8, 2017, August 21, 2017, October 10, 2017, November 2, 2017, November 10, 2017 and November 30, 2017;
3. Stormwater Pollution Prevention Plan Amendment (176 pages), dated August 31, 2017 and received September 1, 2017;
4. Bond Estimate for Site Improvements (4 pages), dated October 24, 2017;
5. Comments of the City Engineer, dated June 6, 2017, July 18, 2017, September 19, 2017, and October 17, 2017, November 8, 2017, November 21, 2017, and December 19, 2017;
6. Applicant Response Letters to City Engineer Comments, dated and received October 23, 2017; dated and received November 13, 2017;
7. Applicant Response Letter to City Engineer regarding sidewalk ramps (1 page), dated and received November 21, 2017.

8. Comments of the City Planner, dated June 20, 2017 and September 19, 2017;
9. Comment Letter of the Conservation Advisory Council ("CAC"), dated October 27, 2017.
10. Applicant Response Letter to CAC (5 pages), dated November 2, 2017 and received November 3, 2017;
11. Planning Board Preliminary Plat Approval Letter, dated November 21, 2017.
12. Orange County Department of Health Certificate of Approval Letter (3 pages), dated December 1, 2017 and received December 7, 2017.
13. Applicant Request Letter to Planning Board for final subdivision approval (3 pages), dated and received December 7, 2017.

LET IT BE FURTHER RESOLVED

That the Planning Board makes the following findings:

1. The Applicant requested final approval of the Planning Board for the Applicant's proposed subdivision, affecting the properties collectively and more commonly known as Sunset Ridge. The Applicant filed the Land Development Application and various exhibits in a manner and form acceptable to the City Engineer, City Planner, and Planning Board. The Application and subsequent submissions were reviewed by the Planning Board and made available to the public.

2. The Planning Board has jurisdiction to review and approve the application.

3. The subject property is located in the Low Density Residential (RLow) zone.

4. The Planning Board first reviewed the application materials for completeness on June 20, 2017. The Planning Board deemed the application materials substantially complete on December 19, 2017.

5. The Applicant waived the requirement that the Planning Board approve the preliminary plat within 62 days of the date of submission, pursuant to Newburgh City Code §266-24.

6. The Planning Board, pursuant to City Code Section 300-90, opened a public hearing on July 18, 2017 and carried over the public hearing on August 15, 2017, September 19, 2017, and October 17, 2017. The Planning Board closed the public hearing on October 17, 2017.

7. The Applicant completed and filed Part I of the Short EAF, pursuant to the State Environmental Quality Review Act ("SEQRA"). The action is an unlisted action pursuant to SEQRA. The Planning Board declared itself as the Lead Agency for the environmental review of the Project pursuant to 6 NYCRR 617.6 on December 19, 2017. The Applicant completed and filed Part I of the Short EAF and the Planning Board completed Parts 2 and 3 of the Short EAF. The Planning Board determined, based upon an examination of the

Short EAF and other available supporting information and considering the magnitude and importance of each area of environmental concern, and based on the City's knowledge of the location of the Project, that the granting of the application would not have a significant adverse environmental impact on the environment, and would not require the preparation of a Draft Environmental Impact Statement. The Planning Board further found no areas of potentially large impact of environmental concern that cannot be mitigated, and as such, issued a Negative Declaration pursuant to SEQRA with respect to the impact of the Project upon the environment on December 19, 2017. Copies of the Short EAF parts 1, 2 and 3 are attached as **Exhibit A**.

8. The Planning Board approved the Applicant's preliminary plat submission on November 21, 2017.

9. The Planning Board, based on a review of the materials submitted and referenced above, representations made by the Applicant, and discussions had at the Planning Board meeting, found that the final plat met all of the requirements contained in Newburgh City Code Chapter 266 and approved the application.

LET IT BE FURTHER RESOLVED

That the Applicant's approval is subject to the following conditions:

1. The Applicant shall satisfy all comments set forth in the Comment Letter of the City Planner dated September 19, 2017, and the Comment Letter of the City Engineer dated December 19, 2017.

Planning Board Votes (Index No. 2017-18)

Moved by: Argelia Morales

Seconded by: Duane Ware

	Aye	Nay	Abstain
Lisa Daily, Chairperson	X		
Lillian Burgarelli, Member	X		
Kent Diebolt, Member	X		
Argelia Morales, Member	X		
Duane Ware, Member	X		
Alicia Ware, Member	X		
Heather Moore, Member	Absent		

Dated: December 19, 2017

Lisa Daily

LISA DAILY
CHAIRPERSON, CITY PLANNING BOARD

ATTENTION APPLICANTS

FURTHER COMPLIANCE WITH THE NEWBURGH ZONING ORDINANCE REMAINS YOUR RESPONSIBILITY. SUBDIVISION APPROVAL BY THE PLANNING BOARD IS NOT THE EQUIVALENT OF A BUILDING PERMIT OR CERTIFICATE OF OCCUPANCY, BOTH OF WHICH CAN ONLY BE SECURED THROUGH THE NEWBURGH BUILDING DEPARTMENT. PLEASE SEEK THE ADVICE OF THE NEWBURGH BUILDING DEPARTMENT FOR THE PARTICULAR CIRCUMSTANCES.

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
Right-of-Way							
Clear & Grade	1740	LF	$16.50	$28,710	100%	$28,710	$0
18" Item #4 Foundation Course	6050	SY	$23.00	$139,150	90%	$125,235	$13,915
3" Asphalt Base Course	6050	SY	$23.00	$139,150	90%	$125,235	$13,915
1-1/4" Asphalt wearing course	6050	SY	$12.00	$72,600	0%	$0	$72,600
Prime Coat – MCO Asphalt	6050	SY	$0.65	$3,933	100%	$3,933	$0
Concrete Curbing	3270	LF	$30.00	$98,100	90%	$88,290	$9,810
4' Concrete Sidewalk	3065	LF	$38.00	$116,470	40%	$46,588	$69,882
Handicap Ramps (complete)	9	EA	$990.00	$8,910	0%	$0	$8,910
Guiderail	32	EA	$100.00	$3,200	0%	$0	$3,200
Street Lights	10	EA	$7,500.00	$75,000	100%	$75,000	$0
Street Trees	36	EA	$650.00	$23,400	19%	$4,550	$18,850
Topsoil & Seed	1740	LF	$7.00	$12,180	0%	$0	$12,180
Monuments	13	EA	$300.00	$3,900	0%	$0	$3,900
Traffic Control Signs	3	EA	$200.00	$600	0%	$0	$600
Street ID Signs	3	EA	$250.00	$750	0%	$0	$750
Crosswalks	7	EA	$300.00	$2,100	0%	$0	$2,100
As-Built Drawing	1740	LF	$1.10	$1,914	0%	$0	$1,914
Soil Erosion & Sediment Control	8	AC	$4,000.00	$32,000	50%	$16,000	$16,000
Page 1 Total				***$762,067***		***$513,541***	***$248,526***

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY		UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
Water System							
8" DIP Water main	1730	LF	$75.00	$129,750	100%	$129,750	$0
8" Mainline Valves	6	EA	$1,500.00	$9,000	100%	$9,000	$0
Hydrant Assemblies	5	EA	$4,500.00	$22,500	100%	$22,500	$0
8" Mainline Fittings w/thrust block	9	EA	$300.00	$2,700	100%	$2,700	$0
Concrete Encasement	5	CY	$250.00	$1,250	100%	$1,250	$0
¾" Copper Water Services	32	EA	$2,000.00	$64,000	90%	$57,600	$6,400
Relocate Existing Hydrant	1	EA	$2,000.00	$2,000	50%	$1,000	$1,000
Shipp & Hawthorne Pavement Restore	1	EA	$1,000.00	$1,000	0%	$0	$1,000
Sanitary Sewer System							
8" PVC Mainline Gravity pipe	1647	LF	$68.00	$111,996	100%	$111,996	$0
4' Diameter Manholes	11	EA	$4,000.00	$44,000	100%	$44,000	$0
4' Diameter Drop manholes	1	EA	$4,500.00	$4,500	100%	$4,500	$0
4" PVC Gravity House Services	32	EA	$2,000.00	$64,000	90%	$57,600	$6,400
Concrete Encasement	1	CY	$250.00	$250	100%	$250	$0
Ship & Hawthorne Pavement Restore	1	EA	$1,600.00	$1,600	0%	$0	$1,600
R.O.W. Storm Drainage System							
15" ADS N-12 Pipe	165	LF	$65.00	$10,725	90%	$9,653	$1,073
18" ADS N-12 Pipe	1126	LF	$70.00	$78,820	90%	$70,938	$7,882
Catch Basins	18	EA	$3,600.00	$64,800	90%	$58,320	$6,480
Amended Subdivision Add'l Items							
3/4" Copper Water Services	18	EA	$2,000.00	$36,000	0%	$0	$36,000
4" PVC Gravity House Services	18	EA	$2,000.00	$36,000	0%	$0	$36,000
Trenching & pvmt restoration (add'l services)	36	EA	$300.00	$10,800	0%	$0	$10,800
Add'l driveway aprons, complete w/ curbing	18	EA	$750.00	$13,500	0%	$0	$13,500
Street Trees	15	EA	$650.00	$9,750	0%	$0	$9,750
Stormceptor, complete	1	EA	$10,000	$10,000	0%	$0	$10,000
Page 2 Totals				*$728,941*		*$581,057*	*$147,885*

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	QUANTITY		UNIT PRICE	TOTAL COST	% DONE	Balance Completed	Balance Remaining
Off-Site Storm Drainage (Hawthorne Avenue)							
18" ADS N-12 Pipe	235	LF	$68.00	$15,980	90%	$14,382	$1,598
24" ADS N-12 Pipe	85	LF	$75.00	$6,375	90%	$5,738	$638
5' Diameter Flushing Basins	1	EA	$3,500.00	$3,500	90%	$3,150	$350
Hawthorne Avenue Pavement Restore	235	LF	$30.00	$7,050	0%	$0	$7,050
Hawthorne Avenue Topsoil & Seed	235	LF	$5.00	$1,175	0%	$0	$1,175
Parcel A – Storm Water Sand Filter							
Clear & Grade	1300	SY	$6.75	$8,775	50%	$4,388	$4,388
Excavation & Backfill	1	EA	$5,000.00	$5,000	50%	$2,500	$2,500
Masonry Retaining Wall	870	SF	$25.00	$21,750	50%	$10,875	$10,875
12" Layer of Crushed Stone	166	SY	$12.00	$1,992	100%	$1,992	$0
Concrete Structure	80	CY	$300.00	$24,000	90%	$21,600	$2,400
3'-6" Railings	184	LF	$12.00	$2,208	0%	$0	$2,208
Sand/Gravel Media 2/Underdrain Pipe	1	EA	$7,000.00	$7,000	0%	$0	$7,000
10" ADS N-12 Inlet Pipe	60	LF	$35.00	$2,100	0%	$0	$2,100
15" ADS N-12 Outlet Pipe	28	LF	$55.00	$1,540	0%	$0	$1,540
Catch Basin	1	EA	$3,600.00	$3,600	0%	$0	$3,600
12" Shale Drive	38	SY	$15.00	$570	0%	$0	$570
6' High Chain Link Fence	325	LF	$25.00	$8,125	0%	$0	$8,125
Topsoil and Seed	1	EA	$2,000.00	$2,000	0%	$0	$2,000
White Pines	15	EA	$650.00	$9,750	0%	$0	$9,750
Soil Erosion & Sediment Control	0.5	AC	$3,200.00	$1,600	0%	$0	$1,600
As-Built Drawings	1	EA	$1,000.00	$1,000	0%	$0	$1,000
Page 3 Total				*$135,090*		*$64,624*	*$70,466*

Sunset Ridge Subdivision - City of Newburgh
Site Improvement Bond Estimate 10-18-2017

TASK	TOTAL COST	Balance Completed	Balance Remaining
Total Page 1	$762,067	$513,541	$248,526
Total Page 2	$728,941	$581,057	$147,885
Total Page 3	$135,090	$64,624	$70,466
GRAND TOTAL	***1,626,098***	***1,159,221***	***466,876***

Current Bond Amount: $336,850

DATE: January 8, 2018

IRREVOCABLE STAND BY LETTER OF CREDIT #18-001

APPLICANT: Ionic Properties, LLC
PO Box 207
Lackawaxen, PA 18435

BENEFICIARY: City of Newburgh
Attn: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550

AMOUNT: $130,026.00 (One Hundred Thirty Thousand and Twenty-Six and 00/100 U.S. Dollars)

EXPIRY: Twelve (12) months from issuance. This Letter of Credit shall be automatically extended for additional one (1) year periods unless at least sixty (60) days prior to the then current expiration date, The Dime Bank, shall notify Beneficiary and Applicant in writing via nationally recognized courier service that The Dime Bank elects not to renew this Letter of Credit for any additional period. Upon receipt of such notice by you and without limiting your right to draw on us at any other time as provided in this Standby Letter of Credit, you may draw on this letter of Credit prior to the then expiration date, submitting a sight draft drawn on us and a copy of The Dime Bank's notice advising that we elected not to renew this Letter of Credit.

ISSUER: The Dime Bank
Loan Department
820 Church Street
Honesdale PA 18431
(570) 253-8742

Issuer hereby issues in favor of Beneficiary this Standby Letter of Credit which funds are available to you after Applicant's default as provided herein by presentation of Beneficiary's Sight Draft drawn on The Dime Bank bearing the reference "Drawn under Letter of Credit No. 18-001 of The Dime Bank accompanied by the following:

1. A statement signed by an authorized representative of the City of Newburgh indicating name and title of signer and stating as follows along with the presentation of the original Letter of Credit and any Amendment(s) thereto.

2. The statement should indicate the dollar amount of the drawing under The Dime Bank Letter of Credit No. 18-001, which said amount represents funds due to the City of Newburgh from Ionic Properties, LLC as a result of Ionic Properties, LLC's failure and default in completing public improvements and infrastructures in connection with the subdivision known as "Sunset Ridge" located in the vicinity of Orchard Street and Morris Avenue in the City of Newburgh, NY.

3. That Ionic Properties, LLC and The Dime Bank were given notice of the said failure at least sixty (60) days prior to the date of the requested drawing.

4. The Dime Bank acknowledges herein to the identified beneficiary that:
An existing Letter of Credit identified as Letter of Credit #13013 originally dated 7/31/13 in an original amount of $575,000, and later reduced by agreement of both parties to $336,850, remains in full force from Ionic Properties, LLC to the benefit of The City of Newburgh. This Letter of Credit is a separate and distinct guarantee of performance from the applicant to the beneficiary from the subject guarantee contained herein.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or reference in such other documents, this Letter of Credit contains the entire agreement among the Beneficiary and the Issuer with respect hereto.

The Dime Bank hereby engages with the Beneficiary that payment will be duly made against Sight Drafts and documents presented in conformity with the terms and conditions of this Letter of Credit.

In the event the subject Letter of Credit is no longer required by Beneficiary prior to the presentation of Sight Drafts, return of the original Letter of Credit and any amendments thereto along with your consent to the Letter of Credit cancellation shall be sent to the attention of The Dime Bank, 820 Church Street, Honesdale, PA 18431; Attention: Commercial Loan Department.

Dated: January 8, 2018

The Dime Bank

By: X__________________________________
Thomas M. Didato
Vice President/Commercial Loan Officer
NMLS #1231410

TMD/lk

THE DIME BANK
820 CHURCH STREET, PO BOX 509
HONESDALE PA 18431 • 570-253-1902

DATE: January 18, 2017

IRREVOCABLE STAND BY LETTER OF CREDIT #13-013

APPLICANT: Ionic Properties, LLC
PO Box 207
Lackawaxen, PA 18435

BENEFICIARY: City of Newburgh
Attn: Michelle Kelson
Corporation Counsel
83 Broadway
Newburgh, NY 12550

THIS MODIFIED LETTER OF CREDIT HEREBY REPLACES IN ITS ENTIRETY THE IRREVOCABLE LETTER OF CREDIT DATED JULY 31, 2013 IN THE AMOUNT OF $575,500.00. UPON RECIEPT OF THIS MODIFIED LETTER OF CREDIT, PLEASE RETURN THE ORIGINAL LETTER OF CREDIT DATED JULY 31, 2013 (BEARING THE SAME ILOC #13-013)

AMOUNT: We hereby modify this Irrevocable Letter of Credit in your favor for drawings up to $336,850.00 (Three Hundred Thirty-Six Thousand Eight Hundred Fifty and 00/100 U.S. Dollars) effective immediately.

EXPIRY: Twelve (12) months from issuance. This Letter of Credit shall be automatically extended for additional one (1) year periods unless at least sixty (60) days prior to the then current expiration date, The Dime Bank, shall notify Beneficiary and Applicant in writing via nationally recognized courier service that The Dime Bank elects not to renew this Letter of Credit for any additional period. Upon receipt of such notice by you and without limiting your right to draw on us at any other time as provided in this Standby Letter of Credit, you may draw on this letter of Credit prior to the then expiration date, submitting a sight draft drawn on us and a copy of The Dime Bank's notice advising that we elected not to renew this Letter of Credit.

ISSUER: The Dime Bank
Loan Department
820 Church Street
Honesdale PA 18431
(570) 253-1970

(Continued on next page which forms an integral part of this Letter of Credit)

Issuer hereby issues in favor of Beneficiary this Standby Letter of Credit which funds are available to you after Applicant's default as provided herein by presentation of Beneficiary's Sight Draft drawn on The Dime Bank bearing the reference "Drawn under Letter of Credit No. 13-013 of The Dime Bank accompanied by the following:

1. A statement signed by an authorized representative of the City of Newburgh indicating name and title of signer and stating as follows along with the presentation of the original Letter of Credit and any Amendment(s) thereto.

2. The statement should indicate the dollar amount of the drawing under The Dime Bank Letter of Credit No. 13-013, which said amount represents funds due to the City of Newburgh from Ionic Properties, LLC as a result of Ionic Properties, LLC's failure and default in completing public improvements and infrastructures in connection with the subdivision known as "Sunset Ridge" located in the vicinity of Orchard Street and Morris Avenue in the City of Newburgh, NY.

3. That Ionic Properties, LLC and The Dime Bank were given notice of the said failure at least sixty (60) days prior to the date of the requested drawing.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements or reference in such other documents, this Letter of Credit contains the entire agreement among the Beneficiary and the Issuer with respect hereto.

The Dime Bank hereby engages with the Beneficiary that payment will be duly made against Sight Drafts and documents presented in conformity with the terms and conditions of this Letter of Credit.

In the event the subject Letter of Credit is no longer required by Beneficiary prior to the presentation of Sight Drafts, return of the original Letter of Credit and any amendments thereto along with your consent to the Letter of Credit cancellation shall be sent to the attention of The Dime Bank, 820 Church Street, Honesdale, PA 18431; Attention: Commercial Loan Department.

Dated: January 18, 2017

The Dime Bank

By: X

Thomas M. Didato
Vice President/Commercial Loan Officer
NMLS #1231410

TMD/bsd

RESOLUTION NO.: ______18______ - 2018

OF

JANUARY 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF PKF O'CONNOR, DAVIES, LLP FOR AUDITING SERVICES FOR
FISCAL YEAR ENDING DECEMBER 31, 2017 FOR THE PRICE OF $79,400.00

WHEREAS, the firm of O'Connor, Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015 and 2016; and

WHEREAS, based on experience and work history the City Comptroller has recommended that the firm of PKF O'Connor, Davies, LLP be retained for fiscal year ending December 31, 2017; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

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 letter agreement with the firm of PKF O'Connor, Davies, LLP for auditing services for the fiscal year ending December 31, 2017 for the price of $79,400.00.

PKF
O'CONNOR
DAVIES
ACCOUNTANTS AND ADVISORS

January 11, 2018

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh ("the Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit objectives

We will audit the Entity's statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2017 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America ("US. GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS and our auditors' report will provide an opinion on such information in relation to the financial statements as a whole:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

We will conduct the audit in accordance with US GAAS, the standards for financial audits contained in Government Auditing Standards ("GAGAS") issued by the Comptroller General of the United States (if applicable), and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The aforementioned standards require that we obtain reasonable, rather than absolute, assurance that the financial statements are free of material misstatement, whether caused by error or fraudulent financial reporting; misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity's or to acts by management or employees acting on behalf of the Entity. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS and GAGAS (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective of an audit is the expression of an opinion on whether these financial statements are presented fairly, in all material respects, in conformity with US GAAP and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole. The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

If our opinion on either the financial statements or the Single Audit compliance (if applicable) is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion(s), we may decline to express an opinion or decline to issue a report as a result of the engagement.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS, if applicable. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control and other internal control related matters relevant to the audit of the financial statements that we have identified during the audit, as required by US GAAS, GAGAS and Uniform Guidance (if applicable).

The report on internal control and compliance will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance (if applicable) in considering internal control over compliance an d major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management's responsibilities

The financial statements and their fair presentation in accordance with US GAAP, including all informative disclosures, and supplementary information are the responsibility of the Entity's management. Management is also responsible for: (1) the selection and application of accounting policies; (2) the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; (3) ensuring the Entity complies with the laws and regulations applicable to its activities; (4) making all financial records and related information available to us of which you are aware that is relevant to the preparation and fair presentation of the financial statements, as well as any additional information that we may request for the purpose of the audit; (5) providing us with unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence; and (6) adjusting the financial statements and supplementary information to correct material misstatements.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards (if applicable) in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards (if applicable). You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards (if applicable) that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable) and related notes, and for accepting full responsibility for such decisions.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with US GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires.

You may wish to include our report on these financial statements in a registration statement proposed to be filed under the Securities Act of 1933 or in some other securities offering. You agree that reference to our Firm will not be included in any such offering without our prior permission or consent. Any agreement to perform work in connection with an offering, including an agreement to provide permission or consent, will be a separate engagement.

If you do not engage us for this service, the following paragraph must be included in the offering statement – "PKF O'Connor Davies, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. PKF O'Connor Davies, LLP also has not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency (if applicable). If we are aware that a federal awarding agency (if applicable) or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Non Reliance on Oral Advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In the event that the communication provided in this manner contains essential information, we shall require a confirmation of receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work

we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Education Department. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

We estimate our fees will be $79,400.

The audit fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	100%

Our hourly rates for any additional services for the initial year of the engagement are detailed below.

Hourly Rate for Professional Services

*	Senior Partner	$	300
**	Partner		290
**	Senior Manager		230
**	Manager		200
**	Supervisor		175
**	Senior Accountant		155
**	Staff Accountant		135

* Represents a discount from standard rate of $395

** Represents a 20% discount from standard rates

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in ay court having jurisdiction.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Confirmation and other

Jeff Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the applicable cognizant agency. If we are aware that a federal (and/or state) awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

Either party may cancel this agreement upon thirty (30) days notice in writing to the other. In the event of exercise of this right by the Entity it shall pay for any billed and unbilled fees for completed work as of the date of the cancellation.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *

DAVIE KAPLAN
Certified Public Accountants

Report on the Firm's System of Quality Control

June 14, 2017

To the Partners of PKF O'Connor Davies, LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsumary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations SOC 1 and SOC 2 engagements.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies LLP in effect for the year ended December 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* PKF O'Connor Davies LLP has received a peer review rating of *pass.*

Davie Kaplan, CPA, P. C.

DAVIE KAPLAN, CPA, P.C.

RESOLUTION NO.: __19__ - 2018

OF

JANUARY 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE DUTCH REFORMED CHURCH AND FURTHER ESTABLISHING A TRUST-IN-AGENCY ACCOUNT FOR SUCH DONATIONS

WHEREAS, the City of Newburgh acknowledges the historic significance of the A.J. Davis 1835 Dutch Reformed Church; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support the restoration, stabilization and maintenance of the Dutch Reformed Church; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

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 said donations for the Dutch Reformed Church with the appreciation and thanks of the City of Newburgh on behalf of its residents, citizens and stakeholders, for their support of this historical, architectural and cultural gem; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh hereby establishes a Trust-in-Agency Account: TE.7130.0400.0000.00000 - Dutch Reform Restoration Donations for such donations which will be used for the restoration, stabilization and maintenance of the Dutch Reformed Church.

RESOLUTION NO.: ___20___ - 2018

OF

JANUARY 22, 2018

RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
FUND BALANCE TO BE APPLIED TO FIRE DEPARTMENT VEHICLE PURCHASE

WHEREAS, the Fire Department received an insurance recovery in the amount of $11,661.28 for damage to a department vehicle in 2016 and those funds were allocated to fund balance; and

WHEREAS, by Resolution No. 273-2017 of September 25, 2017, the City Council accepted SFY 2017-2018 New York State Senate Initiative grant funding for the purchase of 2 sport utility vehicles for the Newburgh Fire Department; and

WHEREAS, the Fire Department proposes to combine the insurance recovery funds with the grant funds and the sale of surplus equipment in order to complete the purchase of the 2 sport utility vehicles; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the insurance recoveries in fund balance to the Fire Department motor vehicle equipment purchase; 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:

	Increase
A.0000.599.1000 - Appropriated Fund Balance	$11,661.28
A.3412.0202 - Motor Equipment	$11,661.28
TOTAL:	$11,661.28

RESOLUTION NO.: 21 - 2018

OF

JANUARY 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 182 RENWICK STREET (SECTION 45, BLOCK 15, LOT 10) AND 184 RENWICK STREET (SECTION 45, BLOCK 15, LOT 11) AT PRIVATE SALE TO WILLIAM MCCARTNEY FOR THE AMOUNT OF $60,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 182 Renwick Street and 184 Renwick Street, being more accurately described as Section 45, Block 15, Lots 10 and 11, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
182 Renwick Street	45 - 15 - 10	William McCartney	$60,000.00
184 Renwick Street	45 - 15 - 11		

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

Terms and Conditions Sale
182 Renwick Street, City of Newburgh (45-15-10)
184 Renwick Street, City of Newburgh (45-15-11)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.**
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <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 has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 22 - 2018

OF

JANUARY 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 420 FIRST STREET (SECTION 21, BLOCK 1, LOT 22) AT PRIVATE SALE TO WILLIAM MCCARTNEY FOR THE AMOUNT OF $20,000.00

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 420 First Street, being more accurately described as Section 21, Block 1, Lot 22 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 April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
420 First Street	21 - 1 - 22	William McCartney	$20,000.00

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

Terms and Conditions of Sale
420 First Street, City of Newburgh
(21-1-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.**
6. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <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.

12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.

13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.

16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 23 - 2018

OF

JANUARY 22, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 101 CARTER STREET (SECTION 22, BLOCK 6, LOT 3.2) AT PRIVATE SALE TO LIBAN ADDE FOR THE AMOUNT OF $31,000.00

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 101 Carter Street, being more accurately described as Section 22, Block 6, Lot 3.2 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 April 27, 2018, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
101 Carter Street	22 - 6 - 3.2	Liban Adde	$31,000.00

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

Terms and Conditions of Sale
101 Carter Street, City of Newburgh
(22-6-3.2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.**
6. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <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.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____24___ - 2018

OF

JANUARY 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TELECOMMUNICATIONS ATTACHMENT AND RIGHTS-OF-WAY AGREEMENT WITH MOBILITIE, LLC

WHEREAS, Mobilitie, LLC is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS, the City of Newburgh is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way within the City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS, Mobilitie, LLC has requested access to and occupancy of the City's rights-of-way for the purpose of installing small cell infrastructure on existing utility poles and light poles, including utility poles and light poles owned by the City, within the jurisdictional boundaries of the City; and

WHEREAS, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within City's jurisdictional boundaries and requires an agreement between Mobilitie, LLC, and the City; and

WHEREAS, this Council has reviewed a Telecommunications Attachment and Rights-of-Way Agreement with Mobilitie, LLC and finds that entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this action constitutes a "Type II", as the quoted term is defined in the State Environmental Quality Review Act Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Telecommunications Attachment and Rights-of-Way Agreement., in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Mobilitie, LLC for the installation of small cell infrastructure on utility poles and light poles located within the jurisdictional boundaries of the City of Newburgh.

TELECOMMUNICATIONS ATTACHMENT AND RIGHTS-OF-WAY AGREEMENT

The CITY of NEWBURGH, NY ("CITY"), a municipal corporation organized and existing under the laws of New York, and MOBILITIE, LLC, a limited liability company, organized and existing under the laws of Nevada ("Mobilitie"), hereby enter into this Telecommunications Attachment and Rights-of-Way Agreement ("Agreement") effective as of ________, 2018 (the "Effective Date").

WHEREAS Mobilitie is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS CITY is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of- way in CITY on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS the jurisdictional boundaries of CITY include public rights-of-way and facilities that are used by, and useful to, telecommunications providers; and

WHEREAS CITY is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within CITY's jurisdictional boundaries.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained the CITY and Mobilitie, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Definitions

Except as the context may otherwise require, each capitalized word or phrase in this Agreement shall have the meaning specified herein. All other terms in this Agreement shall be interpreted in accord with common usage in the telecommunications industry. Without limiting the generality of the foregoing, for purposes of this Agreement, the terms listed below are defined as follows:

1.1. "Attachment" means the placement, attachment or installation of one or more items of Equipment on, over, under or within any CITY ROW or to any CITY Facility.

1.2. "Commission" or "PUC" means the State of New York Public Service Commission.

1.3. "Equipment" means any and all radios, amplifiers, optical converters, multiplexers, antennae, cables, wires, conduits, innerducts, pedestals, boxes, cabinets, primary and auxiliary power supplies, power meters, support structures, mounting hardware, and all related or ancillary devices which may be owned by Licensee or Licensee's customers which shall be installed, maintained, operated or used by Mobilitie to provide Service.

1.4. "Mobilitie" shall mean MOBILITIE, LLC, organized under the laws of the State of Nevada and to which the Commission has issued a certificate to operate as a provider of telecommunications services.

1.5. "Fee" means any one-time or recurring amount to be paid by Mobilitie pursuant to this Agreement. Without limiting the generality of the foregoing. "Attachment Fees" means Fees paid in consideration of Attachments to Facilities, and "ROW Fees" means Fees paid to cover the reasonable costs for CITY to administer access to its ROW.

1.6. "Facility" or "Facilities" means any CITY-owned or leased structure upon or within which it is technically feasible to place Equipment, including, but not limited to any CITY -owned light poles or fixtures, traffic signal poles, or conduit in CITY Rights-of-Way.

1.7. "Node Poles" means those utility poles or Facilities to which Mobilitie proposes to attach items of Equipment, other than wires and fiber optic cabling.

1.8. "Pole Placement" means the placement of a new wooden, metal or concrete pole or other vertical structure in CITY ROW when necessary or useful for Mobilitie's provision of Service. "Pole Placement" does not include replacement of existing Utility Infrastructure poles.

1.9. "Restore" means returning a CITY Facility or ROW to the condition it was in prior to Attachment, excepting reasonable wear and tear.

1.10. "Rights-of-Way" or "ROW" means the public ways and other areas now or hereafter existing that are owned by or otherwise subject to the jurisdiction and control of CITY , including without limitation, all space in, upon, above, along, across, under, and over any or all of the following: highways, streets, roads, lanes, courts, ways, alleys, boulevards, paths, curbs, sidewalks, bridges, overpasses, underpasses, tunnels, parks, parkways, waterways, easements, conduit, vaults, access manholes and "handholes".

1.11. "Service" means the transport, transmission and reception of signals carrying voice and data communications, including but not limited to format and/or protocol conversion and point-to-point transport of signals over fiber optic cables and other wireline connections as Mobilitie provides as authorized by the [PUC/PSC] or Federal Communications Commission.

1.12. "State" means the State of New York.

1.13. "Utility Infrastructure" means existing poles and/or conduits owned or controlled by public or private utility companies, other than CITY-owned utility companies that are located in the ROW.

2. Grant of Access and Occupancy Rights

2.1. Attachment to Third-Party Property. Subject to obtaining an existing utility easement or other suitable form of written permission of the owner(s) of the affected property, CITY hereby authorizes and permits Mobilitie to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Equipment in or on Utility Infrastructure or other structures lawfully owned and operated by public utility companies or other property owners and located within or outside the Rights-of-Way. Upon request by CITY, Mobilitie shall furnish to the City documentation in a form reasonably acceptable to the City of such permission from the individual utility or property owner. City shall provide a response to Mobilitie within thirty days of submission of a completed application to access the ROW. A denial of an application for the Attachment of Equipment to Utility Infrastructure or other third-party poles or structures shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties if Mobilitie's Equipment proposed for use is not materially different is size, shape and color of telecommunications or electrical equipment then existing in the ROW. The reason for any denial shall be provided in writing with the denial.

2.2. Approval of Equipment Design, Configurations and Attachments. Mobilitie will submit to CITY an application with a proposed design for any Equipment that Mobilitie proposes to use in CITY Rights-of-Way. Such application shall include a map or annotated aerial photograph identifying which Utility infrastructure or Facilities Mobilitie seeks to use for Attachments.

2.3. Change in Equipment. If Mobilitie proposes an Attachment or installation of Equipment that differs in a material way from existing Equipment, then Mobilitie shall first obtain the written approval for the use and installation of the Equipment from an authorized representative of CITY.

2.4. Equipment Attachment to Facilities. CITY hereby grants to Mobilitie the nonexclusive right, privilege, and license to enter and occupy CITY's Rights-of-Way. Such right to enter and occupy shall be for purposes of, and/or in connection with, Attachments of Equipment, and shall be subject to applicable rules, regulations or statutes setting forth non-discriminatory and reasonable controls as to the time, place and manner in which CITY's Rights-of-Way are accessed and occupied in order to protect the health, safety and welfare of the public.

2.5. Pole Placements. In the event that an Mobilitie application for Attachment is deemed impractical or denied by CITY due to lack of existing Facilities, the parties agree that either Mobilitie shall be granted the right for Pole Placement in the Rights-of-Way or CITY shall place a Facility for Attachment of Mobilitie's Equipment. City shall provide a response to Mobilitie within thirty days of submission of a completed application. The reason for any denial shall be provided in writing with the denial. A denial of an application for Pole Placement shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of Mobilitie' s Equipment if the Equipment proposed conforms to Equipment which is already existing.

2.5.1. If the parties agree that Pole Placement is to be effected by Mobilitie, Mobilitie shall bear the entire cost and expense of all placement, installation, construction, and maintenance for Pole Placement.

2.6. Structural Integrity of Facility. If Mobilitie selects a Facility that is structurally inadequate to accommodate Equipment, Mobilitie may at its sole cost and expense replace the Facility with one that is acceptable to and approved by the City and dedicate such Facility to the CITY, provided that Mobilitie shall be entitled to a credit against the Attachment Fees otherwise payable with respect to such Facility that is equal to the out-of-pocket cost of such replacement Facility paid by or for the account of Mobilitie.

2.7. Assignment of Cost. Except as otherwise provided in this Agreement, Mobilitie shall bear the entire cost and expense of all placement, installation, construction, maintenance, and operation of Equipment and/or Attachments and Pole Placements by Mobilitie in the Rights-of-Way, and shall hold CITY harmless from any such costs or expense.

2.8. Power for Equipment and Facilities. Mobilitie will be solely responsible for establishing electrical power services for all of its Equipment and for the payment of all electrical utility charges to the applicable utility company. Notwithstanding this provision, CITY and Mobilitie may mutually agree that Mobilitie may power its Equipment Attachments to Facilities from a power source available at or associated with the relevant CITY Facilities.

2.9. Additional Future Attachments. Mobilitie may apply to CITY to expand its initial Network installation through the same process as specified in this Section 2.

3. Term

Unless otherwise agreed, the term of this Agreement shall commence on the Effective Date and continue thereafter for an initial period of ten (10) years (the "Initial Term"). Mobilitie shall have the right to extend this Agreement for up to four renewal terms of five (5) years. The Agreement shall renew unless Mobilitie gives CITY written notice of its election not to renew this Agreement not less than 180 days prior to the expiration of the Initial Term or a Renewal Term.

4. Fees

4.1. ROW Fees. Mobilitie shall pay ROW Fees to cover CITY's reasonable cost of administering Mobilitie's access to and occupancy of CITY's ROW for new Pole Placement and for installation of Mobilitie Equipment within, over or under CITY's ROW, including Attachments to facilities owned by third parties. Such ROW Fees shall be computed on the basis of the rates set forth in Exhibit A attached and shall be based only on the number of Node Poles in use by Mobilitie within the geographic boundaries of CITY during the relevant period. Subject to Section 5.3, Mobilitie may remove any Equipment or Attachments in the ROW at any time and the corresponding ROW Fees shall cease upon removal.

4.2. Attachment Fees. Mobilitie shall pay Attachment Fees to CITY for each CITY-owned or leased Facility to which Mobilitie makes an Attachment. Such Attachment Fees shall be computed on the basis of the rates set forth in Exhibit A attached. Notwithstanding the foregoing, Mobilitie shall not be liable for payment of any Attachment Fee if for any reason CITY's Facility is or subsequently becomes unusable for Attachments, or Mobilitie withdraws its application for Attachment to such Facility before completing such Attachment or putting the Equipment into productive service. Subject to Section 5.3, Mobilitie may remove any Attachment at any time and the corresponding Attachment Fees shall cease upon removal.

4.3. Other Fees and Compensation. The foregoing Fees are in addition to and not in lieu of any other non-discriminatory administrative fees and charges, imposed by CITY in connection with the issuance of construction permits, provision of copies of records, etc.

4.4. Payment Terms. All Fees payable pursuant to this Section 4 shall be paid annually in advance no later than January 31st of each year, and shall be based on the total Fees due for all Equipment, Attachments, and/or Node Poles occupying City ROW and/or Facilities as of December 3rd of the previous year. Initial Fees for all new Equipment, Attachments, and/or Node Poles placed on City ROW and/or Facilities shall be paid in advance and due within 30 days of the date on which construction of the Equipment, Attachments, and/or Node Poles is completed (the "Commencement Date"). There shall be no proration of Fees.

4.5. Changes to Laws and Regulations Affecting Fee Rates. Mobilitie and CITY acknowledge and agree that, in order to expedite the development and construction of Mobilitie's DAS Network for the benefit of residents and visitors in CITY the rates set forth in Exhibit A have been negotiated by the parties without complete information concerning their reasonableness relative to the costs to be incurred by CITY or the rates being charged to others for similar access, use and attachments in the same or contiguous market areas, and without regulatory review. Therefore, during the term of this Agreement if: (a) lower rates are established or charged to Mobilitie's competitors as a result of any ordinance or regulation subsequently adopted by CITY or by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non- appealable determination that the rates set forth in Exhibit A or any portion thereof or any rates for similar access, use or attachments in the same or contiguous market areas that are equal to or lower than such rates are not reasonable or legal, then the parties shall negotiate in good faith to reduce the rates set forth in Exhibit A accordingly. Further if by the State or any federal agency having jurisdiction over such determinations; or (b) a court or regulatory agency makes a final, non-appealable determination that the terms and conditions of access to the ROW or rights of attachment to Facilities is materially different from or in addition to the rights set forth herein, the Parties will negotiate in good faith to amend the Agreement to reflect such determinations.

5. Construction

5.1. CITY Approval. Prior to commencing construction, Mobilitie shall identify to City Manager those portions of CITY's Rights-of-Way that Mobilitie needs to access and/or occupy, and CITY's Facilities, if any, upon which Mobilitie seeks to make Attachments. Further, Mobilitie shall provide a map or annotated aerial photograph identifying which Facilities Mobilitie seeks to use for Attachments. The City will identify those Facilities to which Mobilitie can attach its Equipment. CITY shall have forty-five (45) days to review and approve Mobilitie's construction plans, which approval shall not be unreasonably withheld, conditioned or delayed. CITY shall notify Mobilitie in writing of its approval or disapproval of Mobilitie's proposed construction plans and Attachments. In the event that CITY personnel fail to deliver to Mobilitie written notice of approval or disapproval of such plans and Attachments within forty-five (45) days, such plans and Attachments shall be deemed approved by CITY. Mobilitie shall have the ability to use contractors pre-approved by the CITY to perform pre-construction and make-ready work.

5.2. Avoidance of Interference. Mobilitie agrees that the placement, installation, construction, maintenance, operation and removal of Equipment installed in CITY Rights-of-Way and its Attachments to CITY Facilities or Utility Infrastructure shall be carried out in such locations and in such manner so as not to unreasonably interfere with water, gas, sewer pipe, traffic signal, street light and other utilities and conduits already existing.

5.3. Permits. Mobilitie further agrees to obtain all necessary excavation or encroachment permits setting forth time, place and manner restrictions necessary to protect the health, safety and welfare of the public, prior to commencing construction required for Equipment Attachment or Pole Placement in CITY's Rights of Way or Facilities. CITY agrees to cooperate in expediting the issuance of such permits as reasonably requested by Mobilitie in order to meet the reasonable requirements of Mobilitie's customers and the telecommunications services needs of end users served by them.

5.4. Street Furniture Cabinets. If a portion of Mobilitie's Equipment, not including antennas, cannot be accommodated on CITY's Facilities, the parties agree that Mobilitie may place such equipment in above-ground street furniture and equipment cabinets located in the Rights-of-Way, subject to the review, and approval of the CITY Planner, or in his/her discretion, Planning Board of equipment size, design and location as part of the City's management of its rights of way. In no instance shall the installation of any of Mobilitie's Equipment in street furniture or equipment cabinets block pedestrian walkways in the ROW or result in violation of the Americans with Disabilities Act. If Mobilitie cannot obtain necessary permits, approvals or other authorizations to place street furniture or equipment cabinets in the Rights-of-Way, parties agree that Mobilitie may place Equipment in below-ground vaults, and that CITY shall authorize such vaults expeditiously pursuant to applicable City Code zoning and undergrounding provisions. In such instance, Mobilitie will be responsible for all costs associated with such below-ground vaults, including without limitation relocation costs of any public improvements or public utilities facilities.

5.5. Compliance with Law. When placing, installing, constructing, maintaining, operating, removing or relocating Equipment or Pole Placement in CITY Rights-of-Way, or making Attachments to CITY Facilities, Mobilitie shall comply with all applicable federal and State statutes, regulations and orders, including but not limited to the [state Commission or legislative construction standards], National Electric Code (NEC) and/or National Electric Safety Code (NESC)]. Mobilitie shall also comply with all CITY technical specifications and requirements that are reasonable and non-discriminatory with respect to their impact on telecommunications services and Mobilitie as a provider thereof, and all applicable national, State and local building, electrical and safety codes.

5.6. Restoration. If the placement, installation, construction, maintenance, operation, removal or relocation of Equipment or poles by Mobilitie disturbs or alters CITY Rights-of-Way or Facilities, Mobilitie, at its own expense shall restore such CITY Rights-of-Way or CITY Facilities to their original condition, normal wear and tear excepted.

6. Maintenance

6.1. Proper Maintenance. Mobilitie shall maintain its Equipment and poles located in CITY Rights-of-Way and its Attachments in such condition that they shall not constitute a danger to the health, safety and welfare of the public.

6.2. Right of Entry. Mobilitie may enter upon CITY Rights-of-Way and CITY Facilities to maintain or repair Equipment or poles from time to time without prior approval of CITY.

6.3. Removal or Replacement of Equipment. Mobilitie may remove or replace any items of Equipment as reasonably required in connection with the ongoing provision of Services without prior approval of CITY, so long as any replacement Equipment is substantially the same as that which has been removed with regard to size, weight and physical configuration. Removal of Equipment from any Rights of Way or Attachment shall not constitute termination of this Agreement.

6.4. Permits. In the event maintenance or repair activities will disturb or block pedestrian or vehicular traffic in CITY Rights-of-Way, Mobilitie shall obtain all permits required by CITY prior to commencing such maintenance or repair.

7. Relocation of Equipment

7.1. Notice. CITY may request relocation of Mobilitie's Equipment by delivering written notice to Mobilitie identifying the need for such relocation and alternative CITY Rights-of-Way and/or CITY Facilities to which Mobilitie may relocate its Equipment.

7.2. Timeframe. After receiving notice, Mobilitie shall relocate its Equipment to alternative CITY Rights-of-Way and CITY Facilities identified by CITY as soon as practicable, but in no event sooner than one-hundred and eighty (180) days after receipt of such notice. Mobilitie and CITY may mutually agree to relocation of Equipment in less than 180 days to respond to emergencies or other similar extraordinary circumstances.

7.3. Cost of Relocation. In the event relocation of Equipment is necessitated by construction, repair, maintenance, relocation or elimination of any CITY Rights-of-Way or CITY and CITY fails or refuses to provide Mobilitie access to and use of reasonably comparable alternative locations in the ROW or alternative Facilities for such relocation CITY, the cost and expense of such relocation shall be borne by CITY (or such other party as CITY may designate), and Mobilitie shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to

Mobilitie or suitable alternative ROW access or Facilities are identified, engineered and approved by CITY to support said relocation activities. Similarly, in the event relocation of Equipment is necessitated by the needs of another party (other than CITY), the cost and expense of such relocation shall be borne by such other party, and Mobilitie shall not be required to relocate such Equipment until adequate assurance of payment or reimbursement is delivered to Mobilitie by such other party. Notwithstanding any other provision hereof, in the event that CITY or the State enacts an ordinance, law or regulation requiring that all aerial (e.g., pole-mounted) wires and cables in some or all of the geographic area of the CITY be relocated to underground installations in the ROW, Mobilitie shall be permitted to participate in any joint build program for underground installation of telecommunications and other compatible utility wirelines and cables and to pay only its reasonably determined proportional share of the cost of all such relocations covered by the joint build program. In all other events, the cost and expense of relocation of Equipment shall be borne by Mobilitie.

7.4. Exclusions. Mobilitie shall not be required to relocate any poles Mobilitie has placed in CITY Rights-of-Way excepting only such actions initiated as a result of an approved acquisition by CITY or other such entity exercising their rights under imminent domain.

7.5. Relocations at Mobilitie's Request. In the event Mobilitie desires to relocate any Equipment from one Facility to another, Mobilitie shall so advise City. City will use reasonable efforts to accommodate Mobilitie by making another reasonably equivalent Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

8. Indemnification

8.1. Scope of Indemnification for CITY. Mobilitie shall indemnify and hold harmless CITY, its elected and appointed officers, its council members, boards, commissions, employees, and agents from any and all injury, claim, demand, judgment, liability, or damage arising out of or resulting from Mobilitie's negligence in the placement, installation, construction, maintenance, operation and removal of Equipment in CITY's Rights-of-Way or on CITY Facilities or otherwise in the performance of this Agreement. Mobilitie shall not be obligated to hold harmless or indemnify CITY for any injury, claims, demands, judgments, liabilities or damage to the extent that they are due solely to the gross negligence or intentional and/or willful acts of CITY, or any of its officers, council members, boards, commissions, employees, or agents.

8.2. Scope of Indemnification for Mobilitie. CITY shall indemnify and hold harmless Mobilitie and its officers, directors, shareholders, employees, and agents from any and all injury, claim, demand, judgment, liability, or damage arising out of or resulting from any negligence by CITY or its officers, boards, commissions, employees, or agents in connection with this Agreement. CITY shall not be obligated to hold harmless or indemnify Mobilitie for any injury, claims, demands, judgments, liabilities or damage to the extent that they are due solely to the gross negligence or intentional and/or willful acts of Mobilitie.

8.3. Excluded Damages. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred, or alleged to have been incurred, by anyone.

8.4. Notice. Any party seeking indemnification hereunder ("Indemnitee") shall notify the other party ("Indemnitor") within fifteen (15) days of the nature and amount of a claim arising under this Section, and the method and means proposed by the Indemnitee for defending or satisfying such claim.

8.5. Representation. The Indemnitor shall pay for all costs and expenses, including reasonable legal fees, of defense for Indemnitee in any claims or actions subject to indemnification hereunder, provided that so long as the Indemnitor has undertaken and is vigorously pursuing such defense it shall not be responsible for additional legal fees and expenses incurred by the Indemnitor. The Indemnitee shall cooperate and consult with the Indemnitor respecting the defense and satisfaction of such claims, including the selection of and direction to legal counsel, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. The Indemnitee will be allowed, at its own expense, to appear and defend or assist Indemnitor in the defense of such claims.

8.6. Breach of Agreement. In the event that any claim, complaint or litigation is brought by either party to this Agreement against the other for breach of this Agreement, or for an interpretation of this Agreement, each party shall bear its own costs, including legal fees and expenses.

9. Insurance

9.1. General Liability Insurance. Mobilitie shall maintain and keep in effect during the Term of this Agreement, commercial general liability insurance with a combined single limit with respect to each occurrence of not less than $1,000,000, insuring Mobilitie (and naming CITY as an additional insured) against loss, damage, cost, expense or liability for any damage to any property or injury, illness or death of any person occurring or arising as a result of the negligence of Mobilitie in connection with the placement, installation, construction, maintenance, operation and removal of Equipment in CITY 's Rights-of-Way or in connection with any Attachment on CITY Facilities.

9.2. Other Insurance. Mobilitie shall maintain and keep in effect during the Term of this Agreement, worker's compensation insurance as required by law.

9.3. Proof of Insurance. Mobilitie shall provide insurance certificates or other reasonable evidence of all insurance coverage required under this Agreement to CITY upon request.

10. Security

Not less than ten (10) business days prior to the first Attachment of Mobilitie Equipment to CITY Facilities or the first installation of Mobilitie Equipment within, over or under the CITY's ROW, Mobilitie shall provide CITY with security for the proper removal of such Equipment and restoration of such Facilities or ROW in the form of a bond in the amount of Twenty Five Thousand ($25,000.00) Dollars. The Bond shall be reasonably acceptable to CITY, and such Bond or a substantially equivalent replacement shall be maintained in effect throughout the term of this Agreement.

11. Assignment

11.1. Assignment without approval. Mobilitie shall have the right to assign this Agreement and all rights and obligations accorded Mobilitie to a wholly-owned subsidiary or a parent entity of Mobilitie without the prior written consent of CITY. In the event Mobilitie assigns this Agreement to a subsidiary or parent, entity, Mobilitie shall provide CITY with notice of such assignment.

11.2. Assignment requiring approval. Mobilitie must obtain the prior written consent of CITY in order to assign this Agreement, or any right or obligation under this Agreement, to a third party other than a wholly-owned subsidiary or parent entity of Mobilitie. Such consent shall not be unreasonably withheld, conditioned or delayed by CITY.

11.3. Sub-licensing. Mobilitie, as an integral part of its business operations, shall be permitted to sub-license or sublease to third-party wireless telecommunications providers any, all, or a portion of its rights under this Agreement, including but not limited to placement of Attachments within City ROW, without the City's prior written consent. Furthermore, the installation and use of internal space within Mobilitie's Attachments for third party wireless providers utilizing Mobilitie's Service and/or the use of Mobilitie's Attachments by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or overlashing is expressly permitted by this Paragraph 11.3.

11.4. Financing Arrangements. City acknowledges that Mobilitie may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Equipment (the "Collateral") with third party financing entities. In connection therewith, City (i) consents to the installation of the Collateral consistent with the other terms of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time consistent with the other terms of this Agreement without recourse to legal proceedings.

12. Termination

12.1. Termination by Mobilitie. Mobilitie may terminate this Agreement, at its election and without cause, by providing written notice of termination to CITY at least ninety (90) days prior to the effective date of such termination.

12.2. Termination by either party. Either CITY or Mobilitie may terminate this Agreement for an uncured material breach by the other party. The party asserting a breach must first provide written notice of the existence of a material breach to the breaching party. Such notice shall state the grounds for termination in reasonable detail. The party receiving notice of termination for cause shall have thirty (30) days to cure, or commence and vigorously pursue good faith efforts to cure the alleged material breach if such breach cannot reasonably be cured within 30 days. A notice of termination for cause issued by CITY shall be issued only after the completion of a public proceeding, during which Mobilitie shall have a full opportunity to be heard and to respond to any notice of grounds to terminate.

13. Notices

13.1. Service of Notice. All notices required or permitted to be given to either party by the other party under any provisions of this Agreement shall be in writing. Notice shall be deemed served when delivered by hand or by a private delivery service to the other party's address set forth below during normal business hours. If a Notice is mailed, service is deemed complete upon the earlier of actual delivery or the close of business on the third business day following the date when the Notice is placed in a receptacle regularly maintained by the U.S. Postal Service addressed to the party at the address set forth below with postage pre-paid.

13.2. Notice shall be given to the following:

CITY:	
Name:	Michael G. Ciaravino
Title:	City Manager
Address:	83 Broadway Newburgh, NY 12550

With a copy to: Michelle Kelson, Esq.
Corporation Counsel
83 Broadway
Newburgh, NY 12550

Mobilitie:
Name:
Title:
Address: 660 Newport Center Drive
Suite 200
Newport Beach, CA 92660
Attention: Asset Management

14. Validity and Construction of Agreement

14.1. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, all of which together shall constitute the same instrument. Execution and delivery may be accomplished by facsimile or other electronic means.

14.2. Severability. If one or more of the provisions in this Agreement are held by an agency or court of competent jurisdiction, in a final, non-appealable order, to be invalid, void, voidable, unenforceable or illegal, such provision shall be deemed severable from the remaining provisions of this Agreement. Such invalid, void, voidable, unenforceable or illegal provision shall not affect the remaining provisions of this Agreement so long as the material purposes of this Agreement can be determined and effected.

14.3. Entire Agreement. This Agreement states the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by the parties hereto. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. No waiver of any right or remedy hereunder shall be effective unless and until set forth in a writing delivered to the other party, and a waiver, forbearance or other failure to enforce any right or remedy on any given occasion or under any specified circumstance shall not be construed as, or have the effect of, a waiver of such rights or remedies on any other occasion or under any other circumstances.

14.4. Amendment. This Agreement may be amended only by the Parties hereto by an entrustment in writing signed by or on behalf of each of the parties hereto.

14.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State, without reference to its conflicts of laws principles.

14.6. Change of Law. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

15. Force Majeure.

No failure by a party to perform its obligations in accordance with this Agreement shall be deemed a material breach or grounds for termination if such failure to perform occurred as a result of circumstances beyond such party's reasonable control as described below. Further, the time for performance of any duties or obligation of CITY or Mobilitie shall be extended for the period during which performance was delayed or impeded due to causes beyond such party's control, including but not limited to strikes, lockouts, labor disputes, supply shortages, utility outages, cable dig-up by third party, civil disorders, actions of governmental authorities, actions of civil or military authority, national emergency, insurrection, riots, war, acts of terrorism, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for a period equal to the period of the preventing circumstance or delay. If Mobilitie or CITY claims the existence of a circumstance preventing performance, the party claiming the delay shall notify the other party in writing of that fact within ten (10) days after the beginning of any such circumstance. Economic hardship, misfeasance, or malfeasance of a party's directors, officers, employees, council, officials or agents shall not be considered as a condition beyond the fault or control of the defaulting party.

16. Confidentiality

Non-public information provided by either party to this Agreement, including network deployment plans and technical and operational details, shall to the extent allowed by law be kept confidential and used only for purposes related to the performance of this Agreement. Both CITY and Mobilitie shall take reasonable steps to protect confidential information obtained from the other in connection with performance of this Agreement from public disclosure or unauthorized use.

Remainder of this page intentionally left blank

IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives.

CITY OF NEWBURGH, NY

By: ______________________________
Michael G. Ciaravino
Title: City Manager
Date:
Per Resolution No:

MOBILITIE, LLC

By: ______________________________
____
Title: ______________________________
Date:

CITY

Telecommunications Attachment and Rights-of-Way Agreement

Exhibit A

Fee Rates

TELECOMMUNICATIONS ATTACHMENT & RIGHT OF WAY ACCESS FEES	
ROW Fees	
Placement of Equipment cabinet on ground space within ROW	$360.00 per yr., per equipment cabinet
Placement of new, Mobilitie-owned pole, upon which Mobilitie will place Equipment in ROW	$360.00 per yr., per pole
Placement of Equipment upon Utility Infrastructure in ROW	$360.00 per yr., per pole
Placement of new, Mobilitie-owned conduit within the ROW	$0.50 per linear foot of ROW occupied, one-time fee
Attachment/Use Fees	
Attachment of Equipment to City-owned Facility	$360.00 per yr., per pole
Placement of Mobilitie fiber in City-owned conduit	$0.50 per linear foot of conduit occupied, one-time fee

LOCAL LAW NO.: 1 - 2018

OF

JANUARY 22, 2018

A LOCAL LAW AMENDING CHAPTER 270, ARTICLE VIII ENTITLED
"EXEMPTION FOR COLD WAR VETERANS"
TO REMOVE THE TEN YEAR LIMITATION

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 270, Article VIII entitled 'Exemption for Cold War Veterans' of the Code of the City of Newburgh to remove the ten year limitation".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the real property tax exemption in the City of Newburgh for cold war veterans authorized by Real Property Tax Law Section 458-b to remove the ten year limitation on the exemption as authorized by Chapter 290 of the 2017 Session Laws of New York effective September 12, 2017.

SECTION 3 - AMENDMENT

Chapter 270 Article VIII entitled "Exemption for Cold War Veterans" of the Code of the City of Newburgh is hereby amended to read as follows:

ARTICLE VIII

Exemption for Cold War Veterans

§270-53 Purpose.

The City of Newburgh hereby elects to provide for a Cold War Veterans Exemption pursuant to Section 458-b of the Real Property Tax Law of the State of New York.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

§270-54 **Exemption.**

A. "Qualifying residential real property" shall be exempt from taxation to the extent provided for in Real Property Tax Law Section 2(a)(ii), being fifteen (15%) percent of the assessed value of such property; provided, however, that such exemption shall not exceed twelve thousand ($12,000.00) dollars or the product of twelve thousand ($12,000.00) dollars multiplied by the latest state equalization rate of the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

B. <u>The exemption authorized by this Chapter shall apply to qualifying owners of qualifying real property for as long as they remain qualifying owners, without regard to a ten year limitation.</u>

§270-55 **Disability Exemption.**

In addition to the exemption provided by Real Property Tax Law Section 458-b subdivision (a), the City of Newburgh hereby adopts the following disability exemption as provided in subdivision (b) of said law: where the Cold War Veteran received a compensation rating from the United States Department of Veterans Affairs or from the United States Department of Defense because of a service connected disability, qualifying residential real property shall be exempt from taxation to the extent of the product of the assessed value of such property, multiplied by fifty (50%) percent of the Cold War Veteran disability rating; provided, however, that such exemption shall not exceed forty thousand ($40,000.00) dollars, or the product of forth thousand ($40,000.00) dollars multiplied by the latest state equalization rate for the assessing unit, or, in the case of a special assessing unit, the latest class ratio, whichever is less.

<u>SECTION 4</u> - <u>EFFECTIVE DATE</u>.

This Local Law shall take effect immediately, in accordance with the provisions of New York State Municipal Home Rule Law.

<u>Underlining</u> denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: 25 - 2018

OF

JANUARY 22, 2018

A RESOLUTION ADOPTING RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2018

NOW, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts for use the Rules of Order and Procedure as set forth in the copy attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take at the next Council meeting subsequent to its adoption.

City of Newburgh City Council
Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate. The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances. <u>Further comments from the Council shall be limited to 3 minutes for each Council Member.</u>

B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.

B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.

C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an emergency item concerning the public health, safety or welfare not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals, discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment period of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

B. Speakers must adhere to the following guidelines:

1. Speakers must be recognized by the presiding officer.
2. Speakers must step to the front of the room.
3. Speakers must give their name, street name without number and organization, if any.
4. Speakers must limit their remarks to 3~~5~~ minutes~~ on a given topic~~. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3~~5~~ minutes has expired.
5. Speakers may not yield any remaining time they may have to another speaker.

6. Council members may, with the permission of the presiding officer, interrupt a speaker during their remarks, but only for the purpose of clarification or information.
7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff. <u>All speakers addressing the City Council at a public meeting shall speak from the public microphone with employees and agents of the City having the option to speak from the head table using a microphone. In no circumstances shall any speaker sit in front of the head table with his or her back to the public.</u>
8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote, request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.
9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

~~(a) Speakers shall sign-in with the Clerk in writing prior to the beginning of the hearing by providing their name, street name without number, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.~~

(a~~b~~) The Presiding Officer shall recognize each speaker, in the order listed on the sign-in sheet, when the hearing is commenced. Speakers shall identify themselves, their street name and organization, if any, prior to the remarks.

(b~~c~~) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.

(c~~d~~) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

(d~~e~~) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(e~~f~~) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(f~~g~~) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions. Work Session items requiring the preparation of a resolution, ordinance or local law shall be submitted to the City Manager's office no later than close of business on Wednesday in the week before the work session. Discussion items for work sessions shall be submitted to the City Manager's office no later than noon on the Friday immediately preceding the work session. The 2016 Council Meeting schedule is attached to these Rules and Order of Proceedings.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001
Amended: February 25, 2002 (Rule XII added)
January 10, 2014 (Rule IV)
February 22, 2016
April 24, 2017 (Rule VII(B) amended)
January 22, 2018 (Rule II, Rule VII(B), Rule IX(a) amended)

RESOLUTION NO.: __26__ - 2018

OF

JANUARY 22, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO PREPARE A REPORT ON PROPERTIES SOLD BY THE CITY

BE IT RESOLVED, by the City Council of the City of Newburgh, New York that within 90 days, the Department of Planning and Economic Development, with assistance from other City departments as necessary, shall prepare a report of all houses sold by the City in the last six years with the following information:

1. Address

2. Date of sale

3. Price

4. Name and address of purchaser

5. Date of Certificate of Occupancy issued and for how many dwelling units at the location or if none, note no Certificate of Occupancy

6. Is the house occupied and is it occupied by the owner?

7. The assessment at the time of sale from the City and the current assessment of the property

8. A separate list of those purchasers who have not obtained their Certificate of Occupancy in a timely manner who have purchased multiple properties from the City and include those purchasers with the same principals when different corporate, partnership and LLC names are used.

RESOLUTION NO.: 27 - 2018

OF

JANUARY 22, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH TO PREPARE A MULTI-YEAR PLAN FOR STREET PAVING

BE IT RESOLVED, by the City Council of the City of Newburgh, New York that within 180 days, the Department of Public Works shall prepare a multi-year plan to fix and pave all the streets which plan shall include anticipated costs and Federal and State aid.

RESOLUTION NO.: __28__ - 2018

OF

JANUARY 22, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CONDEMNING THE PRESIDENT'S COMMENTS ON IMMIGRATION

WHEREAS, the United States of America has a proud history of welcoming immigrants to its shores; and

WHEREAS, the United States of America has been built on the backs of immigrants throughout its history; and

WHEREAS, the City of Newburgh has always been a welcoming city to all who wish to settle here; and

WHEREAS, the City of Newburgh is made up of people who trace their roots from every corner of the world; and

WHEREAS, the City of Newburgh has always benefitted from each new wave of immigrants and continues to benefit from those who seek a better life and wish to live out the American Dream;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Newburgh hereby condemns in the strongest way the racist and vulgar comments on immigration made by the President.