CITY OF NEWBURGH
COUNCIL MEETING AGENDA
September 12, 2013
7:00 pm

Mayor:

1. Prayer

2. Pledge of Allegiance

City Clerk:

3. Roll Call

Proclamation:

4. National Hispanic Heritage Month

Communications:

5. Approval of the minutes of the Work Session meeting of August 15, 2013, and the City Council meeting of August 19, 2013.

Public Hearing:

6. A joint public hearing of the City Council and the Planning Board to receive comments on the application of Mill Street Partners, LLC for a large-scale mixed-use development Special Use Permit concerning the redevelopment of the Mid-Broadway site.

7. A public hearing to receive comment regarding a recommended amendment to the fiscal year 2013 Community Development Block Grant budget of the City of Newburgh.

8. Continuation of the public hearing concerning a local law amending Chapter 70 entitled "Parking Violations Bureau" of the Code of the City of Newburgh to increase fines for certain parking violations.

Comments from the public regarding the agenda:

Comments from the Council regarding the agenda:

City Manager's Report:

9. Local Law No. 2
A local law amending Chapter 70 entitled "Parking Violations Bureau" of the Code of the City of Newburgh to increase fines for certain parking violations.

10. Resolution No. 182 - 2013
A resolution approving the City of Newburgh's amended Consolidated Housing and Community Development Strategy and Action Plan for fiscal year 2013.

11. Resolution No. 183 - 2013
A resolution of the City Council of the City of Newburgh amending Resolution No. 126-2013 of June 19, 2013, an Agreement for Youth Services Subcontracts of FY 2013 Community Development Block Grant Funds.

12. Resolution No. 184 - 2013
A resolution authorizing the Interim City Manager to execute Supplemental Agreement No. 5 with the New York State Department of Transportation in connection with additional construction inspection work on Robinson Avenue/Route 9W to provide for funding in the amount of $388,841.00 with one hundred percent reimbursement thereof via the New York State Department of Transportation from Federal Economic Recovery Act funds.

13. Resolution No. 185 - 2013
A resolution of the City Council of the City of Newburgh amending Resolution No. 223-2012, the 2013 Budget for the City of Newburgh, New York, to transfer $59,150.00 from auditing services to planning and management development – other services to pay Wallace, Roberts and Todd for the final nomination study and authorizing the Interim City Manager to execute an escrow agreement with the Newburgh Community Action Committee in connection with the Completion of Step 2 Brownfield Opportunity Area Program Grant from the New York State Department of State for the Northern Newburgh Brownfield Opportunity Area.

14. Resolution No. 186 - 2013
A resolution authorizing the interim City Manager to enter into a license agreement with the Greater Newburgh Partnership, Inc. to allow for the painting and maintenance of a mural on the retaining wall located on City-owned property within the right of way along the east side of Colden Street.

15. Resolution No. 187 - 2013
A resolution authorizing the Interim City Manager to submit an application to the Orange County Youth Bureau for 2014 Grant Funding to support programs for Orange County Youth to allow for the continuation of the Playground on Wheels and the Youth Voice Programs.

16. Resolution No. 188 – 2013
A resolution dedicating a portion of Liberty Street from Farrington Street to Third Street as Reverend Sylvester McClearn Way.

17. Resolution No. 189 - 2013
A resolution accepting a donation of a peace pole for the park at the foot of Broadway from the Peace Bell Organization.

18. Resolution No. 190 – 2013
A resolution of the City of Newburgh authorizing the Interim City Manager to execute a payment in lieu of tax agreement by and among the City of Newburgh and, Independence Square Housing Development Fund Company, Inc. and Independence Square Limited Partnership.

19. Resolution No. 191 – 2013
A resolution authorizing the transfer of 34 Lander Street and 38 Lander Street to the Newburgh Community Land Bank.

20. Resolution No. 192 – 2013
A resolution authorizing the transfer of 29 Chambers Street and 33 Lander Street to the Newburgh Community Land Bank. (4 votes).

21. Resolution No. 193 – 2013
A resolution to authorize the settlement in the matter of Binor Faison, Charles Parker and Leander Williams against the City of Newburgh in the amount of three hundred fifty thousand dollars.

22. Resolution No. 194 – 2013
A resolution approving the City of Newburgh's amended Community Development Block Grant Action Plan fro fiscal year 2011 in the amount of $64,853.00.

Old Business:

New Business:

Public Comments Regarding General Matters of City Business:

Further Comments from the Council:

Adjournment:

LOCAL LAW NO.: 2 - 2013

OF

SEPTEMBER 12, 2013

A LOCAL LAW AMENDING CHAPTER 70 ENTITLED "PARKING VIOLATIONS BUREAU" OF THE CODE OF THE CITY OF NEWBURGH TO INCREASE FINES FOR CERTAIN PARKING VIOLATIONS

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 70 Entitled 'Parking Violations Bureau' of the Code of Ordinances of the City of Newburgh to Increase Fines for Certain Parking Violations ."

SECTION 2 – AMENDMENT

Chapter 70 entitled "Parking Violations Bureau" is hereby amended to read as follows:

§ 70-17. Schedule of fines and penalties.

The schedule of fines and penalties shall be as follows:

Violation	Fine
Failure to deposit required coins in a parking meter, overtime parking in a metered space or other meter violation	~~$15.00~~ 30.00
Parking prohibited beyond time limit allowed, other than parking meter	~~$10.00~~ 30.00
Parking over lines	~~$10.00~~ 30.00
Improper Angle Parking	~~$10.00~~ 30.00
Parking on the sidewalk	~~$10.00~~ 30.00
Parking prohibited upon publicly or privately owned premises without permission	~~$10.00~~ 30.00
Parking in City lot without permit	~~$10.00~~ 30.00
Restricted Parking near Newburgh Free Academy and St. Luke's Cornwall Hospital; Gidney Avenue Parking Lot	~~$10.00~~ 30.00
Stopped, standing or parked facing wrong direction	~~$10.00~~ 30.00
Stopped, standing or parked more than 12 inches from curb	~~$10.00~~ 30.00

Underlining denotes additions
~~Strikethrough~~ denotes deletions

Parking prohibitions:	
Parking prohibited at any time	~~$10.00~~ 30.00
Parking prohibited during certain hours	~~$10.00~~ 30.00
Parking prohibited on alternate days	~~$25.00~~ 30.00
Parking prohibited on alternate days – snow emergency	$50.00
Parking prohibited on alternate days – street cleaning	$50.00
Parking prohibited on snow emergency routes	$50.00
Parking prohibited in a taxi stand	~~$10.00~~ 30.00
Parking prohibited in a bus stop	~~$10.00~~ 30.00
Parking prohibited in a loading zone	~~$10.00~~ 30.00
Parking prohibited in boat trailer parking zone	~~$10.00~~ 50.00

Violation	Fine
Standing prohibitions:	
Standing prohibited at any time	~~$10.00~~ 30.00
Standing prohibited during certain hours	~~$10.00~~ 30.00
Standing prohibited from here to corner	~~$20.00~~ 30.00
Stopping prohibitions:	
Stopping prohibited at any time	~~$10.00~~ 30.00
Stopping prohibited during certain hours	~~$10.00~~ 30.00
Stopping prohibited from here to corner	~~$20.00~~ 30.00
Stopped, standing or parked on a sidewalk	~~$20.00~~ 30.00
Standing or parked in front of a public or private driveway	~~$25.00~~ 30.00
Expired certificate of inspection or registration	~~$20.00~~ 30.00
Stopped, standing or parked within 15 feet of a fire hydrant	~~$25.00~~ 100.00
Double parking	~~$25.00~~ 50.00
Obstructing traffic	~~$25.00~~ 50.00
Interfering with snow removal	$50.00
Public Safety Reserved Parking	~~$10.00~~ 30.00
Abandoned vehicle	$100.00
Parking/Standing within 50 ft of Firehouse	~~$10.00~~ 50.00
Handicapped parking violations per § 1203-c of the Vehicle and Traffic Law	$100.00

NOTE: In addition, a surcharge of $30 has been levied by the state of New York for handicapped parking violations pursuant to § 1809-b of the Vehicle and Traffic Law.

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

This Local Law shall be effective immediately upon adoption in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

CITY OF NEWBURGH --- PARKING VIOLATIONS BUREAU
NEW FINE SCHEDULE

Violation No.	Ordinance	Charge	Existing Fine Amt	NEW Fine Amt
00	288-50 / 288-89	Meter Parking	$15.00	$ 30.00
01	288-20A	Parking Over Lines	$10.00	$ 30.00
03	288-36 / 288-87 / 288-88	Alternate Side-of-the-Street Parking	$25.00	$ 30.00
04	1201-A(2)	Parking/Standing 50' Firehouse	$10.00	$ 50.00
05	288-36.1	Prohibited During Street Cleaning	$50.00	$ 50.00
07	288-35 / 288-85	No Ticket for City Lot	$10.00	$ 30.00
08	288-21 / 288-71	No Parking Zone	$10.00	$ 30.00
09	288-20B	Double parking	$25.00	$ 50.00
10	1203©	Facing Wrong Way	$10.00	$ 30.00
11	1202-1(B)	Parking on Side Walk	$10.00	$ 30.00
12	288-54	Obstructing Traffic	$25.00	$ 50.00
13	288-20C	Blocked Public or Private Driveway	$25.00	$ 30.00
14	1202-3B	Fire Hydrant	$25.00	$ 100.00
15	288-33A / 288-82	Restricted Parking Newburgh Free Academy	$10.00	$ 30.00
16	1224	Abandoned Vehicle	$10.00	$ 100.00
17	288-40	Interfering with Snow Removal	$50.00	$ 50.00
19	288-36	Alternate Side Parking - Snow Removal	$50.00	$ 50.00
20	288-38 / 288-38 / 288-49	Parking on Snow Emergency Routes	$50.00	$ 50.00
21	288-21.1 / 288-71.1	Restricted Parking on Dubois Street	$10.00	$ 30.00
23	1203-B2 / 288-34 / 288-84	Parking in Handicap Space/Zone	$130.00	$ 130.00
24	288-22 / 288-72	No Stopping	$10.00	$ 30.00
25	288-23 / 288-73	No Standing	$10.00	$ 30.00
26	288-24 / 288-74	Parking Prohibited Certain Hours	$10.00	$ 30.00
27	288-25 / 288-75	No Stopping Certain Hours	$10.00	$ 30.00
28	288-26 / 288-76	No Standing Certain Hours	$10.00	$ 30.00
29	288-27 / 288-77	Time Limit Parking	$10.00	$ 30.00
30	288-28 / 288-78	Improper Angle parking (45 degrees)	$10.00	$ 30.00
31	288-36 / 288-57	Alternate Side / Snow Emergency	$50.00	$ 50.00
32	288-29.1 / 288-90	No Parking Boat Trailer Parking Zone	$10.00	$ 50.00
33	288-30 / 288-80	No Parking Taxi Stands	$10.00	$ 30.00
34	288-31 / 288-81	No Parking Bus Stops	$10.00	$ 30.00
35	288-32A	Public Safety Reserved Parking	$10.00	$ 30.00
36	288-33A / 288-83	No Parking Gidney Ave Student Parking Lot	$10.00	$ 30.00
37	288-33B	Restricted Parking St Lukes Cornwall Hospital	$10.00	$ 30.00
38	1203A	12" From Curb - 2-Way Street	$10.00	$ 30.00
39	1203B	12" From Curb - 1-Way Street	$10.00	$ 30.00
40	288-29/288-79	No Parking Loading Zone	$10.00	$ 30.00

RESOLUTION NO.: 182 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION APPROVING THE CITY OF NEWBURGH'S AMENDED CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2013

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has submitted a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, the U.S. Department of Housing and Urban Development has increased the award amount by $179,561.00 and requires an amendment of Resolution #224-2012; and

WHEREAS, this one-year Action Plan contains the following amended activities and budget for the City's 2013 Community Development Block Grant Entitlement Program;

	Activity	Current Amount	Amended Budget	Add. Amt
1.	Youth Services:	$73,000.00	$93,000.00	$20,000.00
2.	Façade Improvement Program	$150,000.00	$200,000.00	$50,000.00
3.	Downing Park Greenhouse	$100,000.00	$200,000.00	$100,000.00
4.	Scattered Sidewalk Program	100,000.00	$109,561.00	$9,561.00
	TOTAL :			**$179,561.00**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the Amended Action Plan and associated budget; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and is hereby authorized to sign the one-year Action Plan contract, and he is further directed and authorized to act in connection with the submission of a one-year Amended Action Plan and to provide such additional information as may be required.

RESOLUTION NO.: 183 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH AMENDING RESOUTION NO.: 126-2013 OF JUNE 19, 2013 – AN AGREEMENT FOR YOUTH SERVICES SUBCONTRACTS OF FY 2013 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the City Council of the City of Newburgh approved the allocation of Community Development Block Grant ("CDBG") funds to specific youth sub-contracts as a part of Resolution No. 126 – 2013 of June 19, 2013; and

WHEREAS, U.S. Department of Housing and Urban Development has increased the amount of funding awarded to the City of Newburgh for Federal Year 2013 entitlement funds; and

WHEREAS, this Council has determined the best use of the funds is an increase of funding by $2,500.00 to the recipients awarded funds as a part of Resolution No. 126-2013 of June 19, 2013;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 126-2013 of June 19, 2013 is amended to increase funding by $2,500.00 to the sub-recipients set forth below and that the Interim City Manager be and he is hereby authorized to amend the execute an agreement between the City of Newburgh and the following sub-recipients:

Organization	Funding Requested	Project Description
SUNY Orange	$7,500.00	**STEP Program:** Students Taking an Effective Path to Success addresses improving educational outcomes for 15 young people
Newburgh Armory Unity Center	$7,500.00	**Summer Weekend Program:** Launch weekend program including reading, gardening and sports (evening basketball and workshops).
Ebenezer Boxing	$7,500.00	**Hook Elite Boxing Club:** funding boxing program including mentoring at risk youth.

Nora Cronin	$7,500.00	**Graduate Support Program:** Funding a middle school graduate mentor program to assisting students to transition into high school.
Literacy Orange	$7,500.00	**Afterschool Reading Program:** financial literacy program and family literacy development for 16 7th, 8th, & 9th graders.

YMCA	$7,500.00	**Leaders Club:** Provide Leadership training, personal growth and development to Newburgh Youth providing teens with role models.
Total Funding to be Awarded:		**$45,000.00**

RESOLUTION NO.: 184 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT NO.: 5 WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH ADDITIONAL CONSTRUCTION INSPECTION WORK ON ROBINSON AVENUE/ROUTE 9W TO PROVIDE FOR FUNDING IN THE AMOUNT OF $388,841.00 WITH ONE HUNDRED PERCENT REIMBURSEMENT THEREOF VIA THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FROM FEDERAL ECONOMIC RECOVERY ACT FUNDS

WHEREAS, the **Reconstruction of Robinson Avenue: Broadway-North City Line** Identified as **PIN 8239.16**, an Economic Recovery Project (hereinafter "the Project") in the **City of Newburgh, in Orange County**, is eligible for funding under Title 23 US Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds; and

WHEREAS, Resolution No 176-2009 adopted by the City Council of the City of Newburgh on November 16, 2009 approved of and agreed to provide 100% of the non-federal share of the costs of construction and construction inspection work; and

WHEREAS, it was subsequently found necessary to undertake additional construction inspection work not contemplated in the original agreement authorized by the previous Resolution; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction inspection work for the Project; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of additional construction inspection;

NOW, THEREFORE, the City Council of the City of Newburgh, New York, duly convened does hereby:

RESOLVE, that the City Council of the City of Newburgh hereby approves the Project; and it is hereby further

RESOLVED, that the City Council of the City of Newburgh agrees to advance the Project through the City of Newburgh's resources and agrees that the City of Newburgh's Council hereby authorizes the City of Newburgh to pay in the first instance the full federal and full non-federal costs of any and all phases(s) or portions thereof; and

RESOLVED, that the City Council of the City of Newburgh makes a 100% commitment of the non-federal share (if any) of the additional cost of Construction Inspection phases(s) of work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to the State/Local Agreement; and it is hereby further; and

RESOLVED, that the sum of **$388,841.00 ($8,968,841.00 minus previous of $8,580,000.00)** is hereby appropriated from Robinson Avenue ARRA Funding, H1.0000.4286.5100.2010, and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that upon the completion of the construction of the Project, or a fully usable portion thereof, the City of Newburgh agrees to maintain the Project, or fully usable portion thereof, at their sole cost and expense; and it is hereby further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the City Council of the City of Newburgh shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **City Manager** thereof, and it is further

RESOLVED, that the City Manager is hereby authorized to execute all necessary Agreements or certifications on behalf of the City of Newburgh, subject to the City of Newburgh's Attorney's approval as to form and content, with NYSDOT in connection with the advancement or approval of the Project identified in the State/Local Agreement; and providing for the administration of the Project and the City of Newburgh's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that in addition to the Interim City Manager, the following municipal titles: Mayor, Commissioner of Public Works, City Engineer, Corporation Counsel and Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the City of Newburgh, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution shall be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

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

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2013.

_____
Clerk, City of Newburgh

PIN 8239.16
08/29/2013dh

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: **City of Newburgh**
PIN: **8239.16**
BIN: N/A
Comptroller's Contract No: **D017299**
Supplemental Agreement No. **5**
Date Prepared & By: 08/29/2013dh

SUPPLEMENTAL AGREEMENT NO 5 to D017299

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

City of Newburgh (the Municipality/Sponsor)
Acting by and through the **City Manager**
With its office at **83 Broadway, City of Newburgh, Orange County, New York**

This amends the existing Agreement between the parties in the following respects only:

✘ Amends a previously adopted Schedule A by:

- ☐ amending a project description
- ☐ amending the contract end date
- ✘ amending the scheduled funding by:
  - ☐ adding additional funding:
    - ☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
    - ☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
  - ✘ increasing funding for a project phases(s) – construction - _____
  - ✘ adding a pin extension (.323)
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing a project phase(s)
  - ☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

✘ Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Schedule A (07/13)
Press F1 to read instructions in blank fields

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8239.16

OSC Municipal Contract #: D017299

Contract Start Date: 5/25/2001 (mm/dd/yyyy) **Contract End Date:** 12/30/2012 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 5

Agreement Type: ☒ Locally Administered
Municipality/Sponsor (Contract Payee): City of Newburgh
Other Municipality/Sponsor (if applicable):

☐ State Administered
List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS

Work Type: HWY RECONST
County (If different from Municipality):

Marchiselli Eligible ☒ **Yes** ☐ **No** *(Check, if changed from last Schedule A):* ☐
Project Description: Robinson Avenue: First Street-North City Line, City of Newburgh cont. on footnoote.

Marchiselli Allocations Approved FOR All PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☒	Cumulative total for all prior SFYs	$106,000.00	$9,000.00	$1,087,000.00	$1,202,000.00
☐	Current SFY	$	$	$	$ 0.00
Authorized Allocations to Date		$ 0.00	$ 0.00	$ 0.00	$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8239.16.121	Current	STP (80%)	$894,000.00	$715,200.00	$134,100.00	$44,700.00	$0.00
	Old	STP (80%)	$894,000.00	$715,200.00	$134,100.00	$44,700.00	$0.00
8239.16.221	Current	STP (80%)	$38,090.00	$30,472.00	$5,713.50	$1,904.50	$0.00
	Old	STP (80%)	$38,090.00	$30,472.00	$5,713.50	$1,904.50	$0.00
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
	Current		$	$	$	$	$
	Old		$	$	$	$	$
TOTAL CURRENT COSTS:			$932,090.00	$745,672.00	$139,813.50	$46,604.50	$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES *For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."*

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8239.16.321 322.323	Current	Other (see footnote)	$8,968,841.00	$8,968,841.00	$0.00	$0.00
	Old	Other (see footnote)	$8,580,000.00	$8,580,000.00	$0.00	$0.00
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
. . .	Current		$	$	$	$
	Old		$	$	$	$
TOTAL CURRENT COSTS:			$8,968,841.00	$8,968,841.00	$ 0.00	$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:	$0.00

D. Total Project Costs *To compute Total Costs in the last column, right click in the field and select "Update Field."*

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
$9,714,513.00	$139,813.50	$0.00	$46,604.50	$9,900,931.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Doreen Holsopple** Phone No: 845-431-5977

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- This Schedule A increases the ARRA funding for the construction inspection phase by $388,841.
- Other Funds: This project is funded 100% Federal Aid Economic Stimulus Recovery funds for the construction and construction inspection phases.
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- 8239.16; 08/29/2013dh

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: **City of Newburgh**
PIN: **8239.16**
BIN: N/A
Comptroller's Contract No: **D017299**
Supplemental Agreement No. **5**
Date Prepared & By: 08/29/2013dh

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____

Print Name: _____

Title: _____

Date: _____/_____/_____

Municipality/Sponsor Attorney:

By: _____

Print Name: _____

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

On this _____ day of _____, 2013 before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

_____
Notary Public

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law§ 112

RESOLUTION NO.: 185 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH AMENDING RESOLUTION NO: 223-2012, THE 2013 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FIFTY-NINE THOUSAND ONE HUNDRED FIFTY ($59,150.00) DOLLARS FROM AUDITING SERVICES TO PLANNING AND MANAGEMENT DEVELOPMENT – OTHER SERVICES TO PAY WALLACE, ROBERTS AND TODD FOR THE FINAL NOMINATION STUDY AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN ESCROW AGREEMENT WITH THE NEWBURGH COMMUNITY ACTION COMMITTEE IN CONNECTION WITH THE COMPLETION OF STEP 2 BROWNFIELD OPPORTUNITY AREA PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT FOR THE NORTHERN NEWBURGH BROWNFIELD OPPORTUNITY AREA

WHEREAS, the Newburgh Community Action Committee ("NCAC") has applied for and was awarded a Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State to complete a Nomination for a 137 acre area characterized by at least two large brownfield sites that are located within the northern section of the City of Newburgh with the primary objective to return long dormant brownfield sites to productive economic and social use (the "Project"); and

WHEREAS, the NCAC has applied for a Step 3 Brownfield Opportunity Area Program grant from the New York State Department of State to complete an Implementation Strategy for the Project, which includes funding for site assessment activities on the parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property") owned by the City of Newburgh Industrial Development Agency (the "IDA"); and

WHEREAS, the City and the IDA are parties to an Agreement to facilitate the relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the NCAC requires the assistance of the City to complete the Nomination phase of the Project in order to be eligible for a grant award to complete the Step 3 Implementation Strategy for the Project; and

WHEREAS, completion of the Nomination phase of the Project and the award of the Step 3 Implementation Strategy grant is necessary for the redevelopment of the City and non-City

brownfield sites and for the successful relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the completion of the Nomination phase requires the payment of Fifty-nine Thousand One Hundred Fifty ($59,150.00) Dollars to Wallace, Roberts and Todd for the completed Nomination Study, as well as certain other costs and expenses incurred by consultants engaged by the NCAC and the disbursement of grant funds in the Step 2 Nomination phase in furtherance of the Project ("Expenses"); and

WHEREAS, the City and the NCAC wish to enter into an Agreement, which includes the establishment of an Escrow Fund to govern the payment by the NCAC of certain expenses related to the Project;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to make a payment of Fifty-nine Thousand One Hundred Fifty ($59,150.00) Dollars to Wallace, Roberts and Todd for the completed Nomination Study and that Resolution No: 223-2012, the 2013 Budget of the City of Newburgh, is hereby amended as follows:

	Decrease	Increase
A.1900.1976 – Auditing Services	$59,150.00	
A.8684 – Planning and Management Development .0448 – Other Services		$59,150.00

and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that the Interim City Manager be and he is hereby authorized Committee in substantially the same form and with other provisions as Corporation Counsel may require for the payment of certain costs and expenses in connection with Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State.

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2013, by and between **THE CITY OF NEWBURGH**, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York (the "City") and the **NEWBURGH COMMUNITY ACTION COMMITTEE,** a domestic not-for-profit corporation with offices at Grand Street, Newburgh, New York (the NCAC"):

W I T N E S S E T H :

WHEREAS, the City desires to facilitate redevelopment of City and Non-City property for commercial and other appropriate uses in the northern section of the City; and

WHEREAS, the NCAC has applied for and was awarded a Step 2 Brownfield Opportunity Area Program grant from the New York State Department of State to complete a Nomination for a 137 acre area characterized by at least two large brownfield sites that are located within the northern section of the City of Newburgh with the primary objective to return long dormant brownfield sites to productive economic and social use (the "Project"); and

WHEREAS, the NCAC has applied for a Step 3 Brownfield Opportunity Area Program grant from the New York State Department of State to complete an Implementation Strategy for the Project, which includes funding for site assessment activities on the parcel of land known as 5 Scobie Drive and more accurately described as Section 1, Block 1, Lot 6 as shown on the tax map of the City of Newburgh (the "IDA Property") owned by the City of Newburgh Industrial Development Agency (the "IDA"); and

WHEREAS, the City and the IDA are parties to an Agreement to facilitate the relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the NCAC requires the assistance of the City to complete the Nomination phase of the Project in order to be eligible for a grant award to complete the Step 3 Implementation Strategy for the Project; and

WHEREAS, completion of the Nomination phase of the Project and the award of the Step 3 Implementation Strategy grant is necessary for the redevelopment of the City and non-City brownfield sites and for the successful relocation of Hudson Valley Lighting, Inc. to the IDA Property; and

WHEREAS, the completion of the Nomination phase requires the payment of certain costs and expenses incurred by consultants engaged by the NCAC and the disbursement of grant funds in the Step 2 Nomination phase in furtherance of the Project ("Expenses"); and

WHEREAS, the City and the NCAC wish to enter into an Agreement, which includes the establishment of an Escrow Fund to govern the payment by the NCAC of certain Expenses related to the Project; and

WHEREAS, the City and the NCAC desire to appoint the City Comptroller as escrow agent (the "Escrow Agent"), and the Escrow Agent agrees to serve in such capacity and act in accordance with the provisions hereof,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the NCAC agree as follows:

1. The City shall make a payment of $59,150.00 to WRT for the Nomination Study completed by WRT in connection with the Step 2 Nomination Phase of the Project.

2. Escrow Agent. The City and the NCAC hereby appoint the Escrow Agent to act in accordance with the provisions of this Escrow Agreement, and hereby designate it with the authority to receive, deposit and withdraw said funds from the Escrow Fund in order to pay the Expenses, as those terms have been defined herein.

3. Escrow Fund. The City shall open an interest bearing account for the deposit of the Step 2 Nomination Phase grant funds (the "Escrow Fund"). The NCAC, upon receipt of any Step 2 Nomination Phase grant funds from the NYS Department of State, shall tender such funds to the City for deposit into the Escrow Fund.

4. Use of Escrow Fund. The Escrow Fund shall be used to pay reimbursements for all eligible Project Expenses.

5. Consultants. The City reserves the absolute right in its full discretion to review the Step 2 Nomination Phase work of the Project Consultants and/or terminate their retention.

6. Consultants Invoices. The City shall require that all invoices submitted by the consultants ("Consultant(s) Invoice(s)") to the City in connection with the Project shall set forth in written form with sufficient specificity (i) descriptions of all work performed on a daily basis, (ii) total time spent performing such work on a daily basis, (iii) the charge for such work, including individual billing rates, (iv) a particular statement of any disbursements charged, and (v) the total fees charged for each bill or invoice. (vi) The City shall require that invoices comport with the defined tasks as defined in the Nomination Study Scope of Work. The Consultants Invoices shall be transmitted to the Escrow Agent, who shall transmit a copy by mail or facsimile to the duly authorized representative of the NCAC as soon as reasonably possible after receipt of same, for review and approval.

7. Approval of Invoices; Objections. The City shall have the power to review, approve and authorize the Escrow Agent to promptly release that amount of the Escrow Fund to pay the invoiced Expenses. Prior to making payment of any of the Expenses out of the Escrow Fund, the City and/or the Escrow Agent shall be entitled to request additional information or further documentation with respect to the accuracy and veracity of any bill, invoice and/or statement for services which is tendered to the Escrow Agent in connection with the Project. In the event that the City disapproves a Consultant Invoice or receives a written objection to any Consultant Invoice within seven (7) business days of NCAC's receipt of such

Invoice, the Escrow Agent may pay from the Escrow Fund any undisputed portion of the Consultant Invoice as set forth herein. All objections hereunder shall provide a detailed elaboration describing the disputed task and associated costs.

8. Appeals Procedure. In the event the City disapproves a Consultant Invoice or the Escrow Agent receives a timely objection to any Consultant Invoice as set forth above, the City and the Consultant and/or NCAC and/or other objecting party shall affirmatively seek to resolve said disagreement in a timely manner. If they are unable to resolve the disagreement within five (5) days of the City's disapproval or the Escrow Agent's receipt of the written objection as set forth above, the Escrow Agent shall refer such dispute to (" ") for its review and determination. The Escrow Agent shall provide with true and correct copies of all written records relevant to the dispute, and shall examine the record and issue a written decision within five (5) business days of its receipt of the written objection regarding the reasonableness of the disputed expense. The determination of the shall be reasonable and binding. The Parties agree that the Escrow Agent may pay from the Escrow Fund reasonable Expenses as determined by the .

9. Accounting. The Escrow Agent shall provide the NCAC and/or the NYS Department of State with a full written accounting of the Escrow Fund within thirty (30) days of any written request thereof.

10. Payment of All Consultants Invoices. The NCAC shall ensure that all Consultants Invoices regarding the Expenses are submitted to the City until all Consultant Invoices are paid in full as set forth herein and the Step 2 Nomination grant has been closed out with the NYS Department of State (the "Termination Date"). In no event shall the Escrow Fund remain in effect more than 60 days after the Termination Date.

11. Refund of Escrow Fund. At the expiration of the Termination Date, the Escrow Agent shall pay to the Developer the balance of the proceeds contained within the Escrow Fund.

12. Indemnity. The Escrow Agent and undertake to perform only such duties as are specifically set forth in this Escrow Agreement. The Escrow Agent and shall not be liable for any action taken or omitted by them in good faith and believed by them to be authorized hereby or within the rights or powers conferred upon them hereunder, nor shall they be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind, unless caused by their own gross negligence or willful misconduct. The City and the NCAC, in equal part, shall indemnify the Escrow Agent and and hold them harmless from and against, and shall reimburse them with respect to, any and all losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by the Escrow Agent and in connection with their duties hereunder.

13. Entire Understanding. This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

14. Modification. Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. This Agreement and the provisions hereof may not be modified, changed, waived, discharged or terminated orally.

15. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties, their related entities, successors and assigns.

16. Legal Interpretation. All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

17. Severability. Should any provision contained within this Agreement be determined to be invalid or illegal, such invalidity or illegality shall not affect in anyway any other provision hereof, all of which shall continue, nevertheless, in full force and effect.

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

To the City:

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: James A. Slaughter, Interim City Manager

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Kathryn Nivins, Acting City Comptroller

with a copy to:

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Michelle Kelson, Esq., Corporation Counsel

To the NCAC:

With a copy to:

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

CITY OF NEWBURGH

By:

_____

James A. Slaughter, Interim City Manager

Dated: _____

NEWBURGH COMMUNITY ACTION COMMITTEE

By:

_____

Dated: _____

RESOLUTION NO.: 180 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE GREATER NEWBURGH PARTNERSHIP, INC. TO ALLOW FOR THE PAINTING AND MAINTENANCE OF A MURAL ON THE RETAINING WALL LOCATED ON CITY-OWNED PROPERTY WITHIN THE RIGHT OF WAY ALONG THE EAST SIDE OF COLDEN STREET

WHEREAS, The Greater Newburgh Partnership, Inc. ("GNP") is a non-profit organization created for the improvement of the City of Newburgh, the greater Newburgh area and its many stakeholders; and

WHEREAS, the City of Newburgh is the owner of real property located within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York; and

WHEREAS, the GNP has offered to provide services to the City by painting a mural and maintaining same on the aforementioned property and has requested access to the property to conduct these activities; and

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

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into the attached license agreement with The Greater Newburgh Partnership to allow access to City-owned property within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York for the purpose of painting and maintaining a mural.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and thirteen, by and between the GREATER NEWBURGH PARTNERSHIP, INC., with offices at _____ as "LICENSEE"; and 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";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to and performing work upon 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 title:

SCHEDULE "A"

Within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984 and as shown on New York State Department of Transportation Alignment Plan, Drawing No. 10, dated December 1984, City of Newburgh, New York

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:

First: Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located within the ROW along the East side of Colden Street as defined by the Right of Way boundary of the area formerly known as Smith Street, together with a parcel of land acquired by the New York State Department of Transportation from Varick Homes Housing Development Fund Company, Inc. as depicted on Map 38 Section 45 on June 18, 1984, as shown on the Map attached hereto as Schedule "A" and the retaining wall situated thereon, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary; for the purposes of creating and painting a mural on the wall and maintaining said mural on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to do such work and maintain said mural 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.

Third: Licensor acknowledges that the use of the subject properties shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Fourth: Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor due to the negligence of Licensee, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Fifth: Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall name Licensor as additional insured under insurance coverage concerning Licensee's performance of the tasks referenced herein.

Sixth: This Agreement and the license or privilege term commences on the date of this Agreement and will be subject to renewal on mutual agreement of both parties for additional one (1) year terms each.

Seventh: 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 hold said premises.

Eighth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said facilities shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on map or plan hereto attached and hereby made a part hereof.

Remainder of this page intentionally left blank

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
James A. Slaughter, City Manager

GREATER NEWBURGH
PARTNERSHIP, INC.

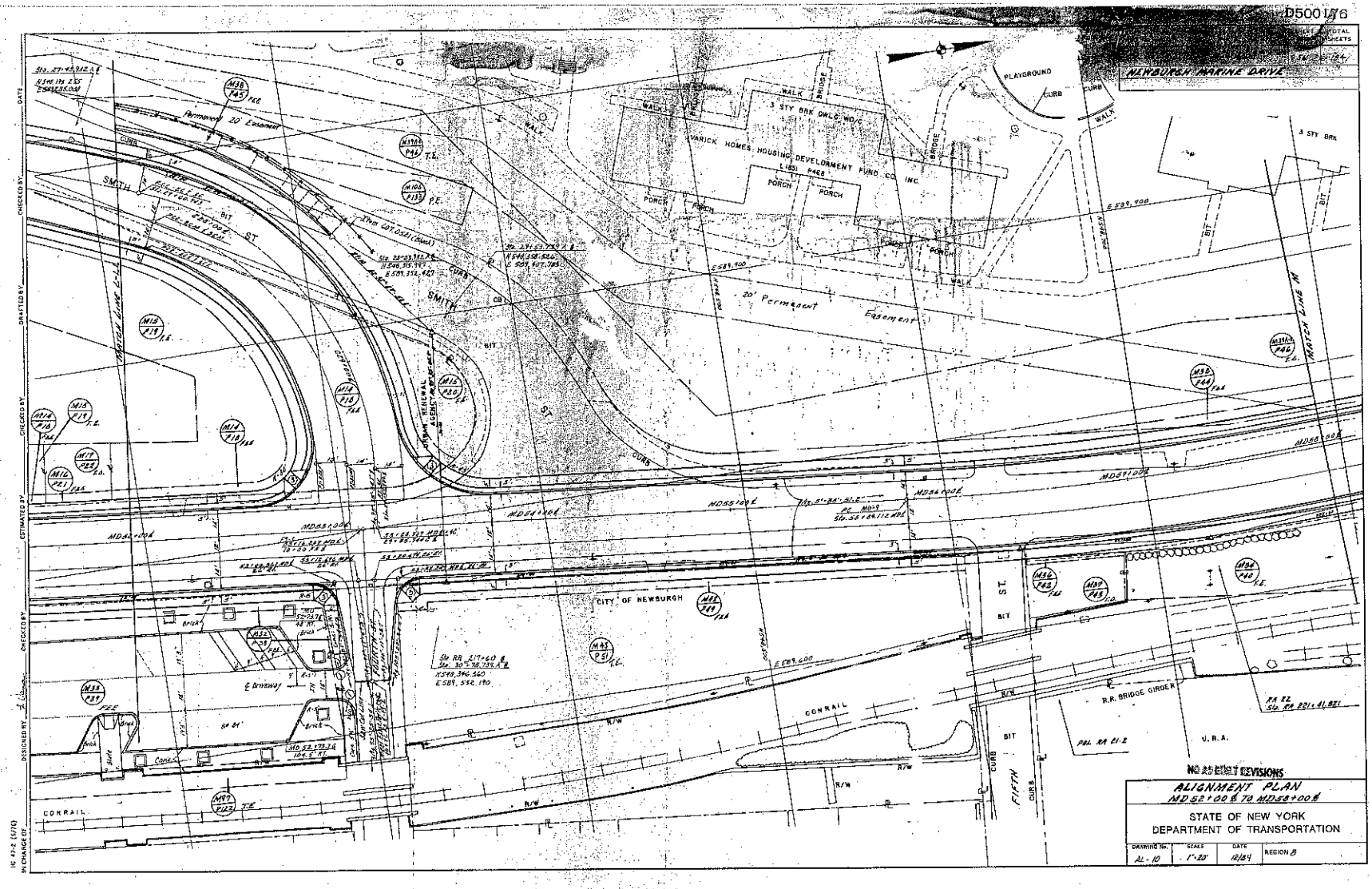
LICENSEE

By: _____
Name:
President

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JOHN J. ABER
City Comptroller


D500176
NEWBURGH MARINE DRIVE
PLAYGROUND
CURB
WALK
BRIDGE
3 STY BRK DWLG WD/C
VARICK HOMES HOUSING DEVELOPMENT FUND CO. INC.
PORCH
3 STY BRK
Permanent 20' Easement
SMITH ST
BIT
20' Permanent Easement
MATCH LINE M
MATCH LINE L-L
CITY OF NEWBURGH
CONRAIL
R/W
R.R. BRIDGE GIRDER
U.R.A.
FIFTH ST
NO AS BUILT REVISIONS
ALIGNMENT PLAN
MD52+00 ℄ TO MD58+00 ℄
STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DRAWING No. AL-10
SCALE 1"=20'
DATE 12/84
REGION 8

RESOLUTION NO.: 187 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT AN APPLICATION TO THE ORANGE COUNTY YOUTH BUREAU FOR 2014 GRANT FUNDING TO SUPPORT PROGRAMS FOR ORANGE COUNTY YOUTH TO ALLOW FOR THE CONTINUATION OF THE PLAYGROUND ON WHEELS AND THE YOUTH VOICE PROGRAMS

WHEREAS, the Orange County Youth Bureau has advised that they are accepting applications for 2014 grant funding to support programs for Orange County Youth ages 21 and under which provide services, opportunities, and is designed to improve youth and community outcomes; and

WHEREAS, the Youth Bureau wishes to submit an application for grant funding to allow for the continuation of the Playground on Wheels and Youth Voice Programs; and

WHEREAS, the Playground on Wheels is a seven (7) week summer program which was created to provide extended recreation and educational daily activities to youth that reside in low income neighborhoods with high drug traffic, lack of parental supervision, and are economically disadvantaged; and

WHEREAS, the Youth Voice Program Project is designed to engage young people with leaders in the community and create a youth community newspaper which will publish once a month; and

WHEREAS, this Council has determined that making such application is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to submit an application on behalf of the City of Newburgh Youth Bureau to the Orange County Youth Bureau for grant funding to allow for the continuation of the Playground on Wheels and the Youth Voice Programs; and

BE IT FURTHER RESOLVED, that the Interim City Manager is further authorized to accept such grant if awarded and to execute the necessary documents as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 188 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION DEDICATING A PORTION OF LIBERTY STREET FROM FARRINGTON STREET TO THIRD STREET TO REVEREND SYLVESTER MCCLEARN WAY

WHEREAS, Reverend Sylvester McClearn was very deeply committed to the youth and families of the City of Newburgh, New York; and

WHEREAS, Reverend McClearn and Wife Billie Marie owned and operated the House of Fashion, the Go Young Shop, the Ice Cream Hut and Mom's Kitchen on Broadway in the City of Newburgh; formed and sponsored two basketball teams and two softball teams; and

WHEREAS, in 1974 the McClearn's were recognized in Black Enterprise Magazine as up and coming entrepreneurs in the United States; and

WHEREAS, Reverend McClearn was regarded as one of the hardest working Pastors, an active participant in the civil rights movement, and a community leader for his involvement as President of the Greater Newburgh Ministerial Association, as a campaign leader for education, and his involvement with the Newburgh Drug Task Force, NAACP, New City Partners of Newburgh, the Black Ministerial Fellowship of Newburgh, as five year Chairman for the Dr. Martin Luther King Jr. Celebration, Chairman of the Black and Hispanic Coalition of Newburgh, champion for voter registration, and Founder and Chairman of the Board of Newburgh Interfaith Emergency Housing for the Homeless; and

WHEREAS, Reverend McClearn received numerous awards for his love and dedication to our community; and received awards such as Newburgh Distinguished Citizen, Martin Luther King Jr. Distinguished Service, Most Deserving Black, Human Rights Commission, Founders Certificate of Appreciation for Project Life, Most Prestigious Black, Certificate of Special Congressional Recognition, Coalition for People's Rights Appreciation, the City of Newburgh Certificate of Appreciation, African American History Committee, Orange County Distinguished Services, Black Ministerial Fellowship Presidential Award of Excellence and Newburgh Drug and Alcohol Extraordinary Service Award; and

WHEREAS, it is fitting and appropriate that Rev McClearn's life and the heritage of his work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles he represented and of our ongoing obligations to treat one another with tolerance, compassion and understanding;

NOW, THEREFORE, BE IT RESOLVED, that the street known as Liberty Street, from Farrington Street to Third Street, shall be dedicated as "Rev. Sylvester McClearn Way" ; and

BE IT FURTHER RESOLVED, that the Interim City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

CITY OF NEWBURGH --- PARKING VIOLATIONS BUREAU
NEW FINE SCHEDULE

Violation No.	Ordinance	Charge	Existing Fine Amt	NEW Fine Amt
00	288-50 / 288-89	Meter Parking	$15.00	$ 15.00
01	288-20A	Parking Over Lines	$10.00	$ 15.00
03	288-36 / 288-87 / 288-88	Alternate Side-of-the-Street Parking	$25.00	$ 25.00
04	1201-A(2)	Parking/Standing 50' Firehouse	$10.00	$ 50.00
05	288-36.1	Prohibited During Street Cleaning	$50.00	$ 50.00
07	288-35 / 288-85	No Ticket for City Lot	$10.00	$ 25.00
08	288-21 / 288-71	No Parking Zone	$10.00	$ 25.00
09	288-20B	Double parking	$25.00	$ 50.00
10	1203©	Facing Wrong Way	$10.00	$ 25.00
11	1202-1(B)	Parking on Side Walk	$10.00	$ 25.00
12	288-54	Obstructing Traffic	$25.00	$ 50.00
13	288-20C	Blocked Public or Private Driveway	$25.00	$ 25.00
14	1202-3B	Fire Hydrant	$25.00	$ 100.00
15	288-33A / 288-82	Restricted Parking Newburgh Free Academy	$10.00	$ 15.00
16	1224	Abandoned Vehicle	$10.00	$ 100.00
17	288-40	Interfering with Snow Removal	$50.00	$ 50.00
19	288-36	Alternate Side Parking - Snow Removal	$50.00	$ 50.00
20	288-38 / 288-38 / 288-49	Parking on Snow Emergency Routes	$50.00	$ 50.00
21	288-21.1 / 288-71.1	Restricted Parking on Dubois Street	$10.00	$ 15.00
23	1203-B2 / 288-34 / 288-84	Parking in Handicap Space/Zone	$130.00	$ 130.00
24	288-22 / 288-72	No Stopping	$10.00	$ 25.00
25	288-23 / 288-73	No Standing	$10.00	$ 25.00
26	288-24 / 288-74	Parking Prohibited Certain Hours	$10.00	$ 25.00
27	288-25 / 288-75	No Stopping Certain Hours	$10.00	$ 25.00
28	288-26 / 288-76	No Standing Certain Hours	$10.00	$ 25.00
29	288-27 / 288-77	Time Limit Parking	$10.00	$ 25.00
30	288-28 / 288-78	Improper Angle parking (45 degrees)	$10.00	$ 15.00
31	288-36 / 288-57	Alternate Side / Snow Emergency	$50.00	$ 50.00
32	288-29.1 / 288-90	No Parking Boat Trailer Parking Zone	$10.00	$ 50.00
33	288-30 / 288-80	No Parking Taxi Stands	$10.00	$ 25.00
34	288-31 / 288-81	No Parking Bus Stops	$10.00	$ 25.00
35	288-32A	Public Safety Reserved Parking	$10.00	$ 25.00
36	288-33A / 288-83	No Parking Gidney Ave Student Parking Lot	$10.00	$ 15.00
37	288-33B	Restricted Parking St Lukes Cornwall Hospital	$10.00	$ 15.00
38	1203A	12" From Curb - 2-Way Street	$10.00	$ 15.00
39	1203B	12" From Curb - 1-Way Street	$10.00	$ 15.00

40	288-29/288-79	No Parking Loading Zone	$10.00	$ 25.00

RESOLUTION NO.: 189 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION ACCEPTING A DONATION OF A PEACE POLE
FOR THE PARK AT THE FOOT OF BROADWAY
FROM THE PEACE BELL FOUNDATION

WHEREAS, the Peace Bell Foundation has generously offered to donate a peace pole to the City of Newburgh; and

WHEREAS, this peace poll will replace the current pole in the park at the foot of Broadway; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh and its further enhancement to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a peace poll from the Peace Bell Foundation for the park at the foot of Broadway, with the sincere thanks of the City Council on behalf of all of the residents of the City of Newburgh.

RESOLUTION NO.: 190 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION OF THE CITY OF NEWBURGH AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PAYMENT IN-LIEU OF TAX ("PILOT") AGREEMENT BY AND AMONG THE CITY OF NEWBURGH, INDEPENDENCE SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC. AND INDEPENDENCE SQUARE LIMITED PARTNERSHIP

WHEREAS, the City of Newburgh (the "City") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for persons with low incomes; and

WHEREAS, Independence Square Housing Development Fund Company, Inc., a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation (the "HDFC"), and Independence Square Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified property located at 70 Lake Street, 205 Lake Drive and 11 Washington Terrace, City of Newburgh, County of Orange, State of New York, more accurately described as Section 33, Block 7, Lots 24, 29.3 and 30 on the official Tax Map of the City of Newburgh (the "Land"), for the purpose of construction on the Land of a housing project for persons of low income, said project to consist of: (i) the acquisition of the Land; (ii) the construction thereon of Seventy-Four (74) units of housing for persons of low income to be known as Independence Square (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Land and the Improvements, the "Project"); and

WHEREAS, the HDFC will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the HDFC will acquire fee title to the Land, as nominee for the Partnership, and will convey its equitable and beneficial interests in the Land to the Partnership in furtherance of the development of the Project; and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Land constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

WHEREAS, the HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Council Members to exempt the Project from real property taxes; and

WHEREAS, the HDFC will be a co-general partner of the Partnership; and

WHEREAS, the Partnership and the HDFC will be willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to the Council Members for approval;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh, New York, hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approves the proposed PILOT Agreement by and among the City, the Partnership and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement; and it is

FURTHER RESOLVED, that the Interim City Manager be and he is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City; and it is

FURTHER RESOLVED, that this resolution shall take effect immediately.

Duly adopted by the Council Members
on the ____ day of _____, 2013.

Approved: _____
Veto: _____
Not Endorsed: _____

CERTIFICATION

The undersigned, being the duly elected Clerk of the City of Newburgh, hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the Council Members of the City of Newburgh on _____, 2013, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.

_____

Name:
Title: City Clerk

AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)
BY AND AMONG THE CITY OF NEWBURGH, INDEPENDENCE SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC. AND INDEPENDENCE SQUARE LIMITED PARTNERSHIP

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the "Agreement"), dated _____, 2013, by and among the **CITY OF NEWBURGH, NEW YORK**, a New York incorporated municipality, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **INDEPENDENCE SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a to-be-formed Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **INDEPENDENCE SQUARE LIMITED PARTNERSHIP**, a to-be-formed New York limited partnership, having its principal office located c/o Warwick Properties, Inc., 2 Liberty Court, Suite 3, Warwick, New York 10990 (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Company is, or will become, the beneficial and equitable owner, of certain real property located in the City of Newburgh, County of Orange, State of New York, as more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the HDFC will be a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law ("PHFL"); and

WHEREAS, the HDFC will be the co-general partner of the Partnership; and

WHEREAS, the HDFC will be formed and the Partnership will be formed for the purpose of providing residential rental accommodations for persons of low-income; and

WHEREAS, the Partnership will develop, own, construct, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of Seventy-Four (74) residential rental units for persons of low income (the "Project"); and

WHEREAS, the HDFC's and the Partnership's plan for the use of the Property constitutes a "housing project" as that term is defined in the PHFL; and

WHEREAS, the HDFC will be a "housing development fund company" as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to PHFL Section 577, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the Council Members of the City of Newburgh, New York, by Resolution No. -2013 adopted August 19, 2013, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Orange County ("County"), the City of Newburgh ("City"), the Newburgh Enlarged City School District ("School District") or other taxing jurisdiction (collectively, the "Taxing Jurisdictions").

2. This tax exemption will operate for a period of fifteen (15) years from the HDFC's acquisition of the Property. This Agreement shall not limit or restrict the HDFC's or Partnership's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, the Partnership shall make annual payments in lieu of taxes ("PILOT") in the amount set forth in this section, which payments shall cover all Local and Municipal Taxes owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. The PILOT shall be in the amount of the greater of Twenty-two Thousand Two Hundred and 00/100 ($22,200.00) Dollars at Three Hundred and 00/100 Dollars ($300.00) per dwelling unit per year or Four and 79/100 (4.79%) Percent (prorated for the year of acquisition by the HDFC).

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and (i) the HDFC and the Partnership operate the Project and the Project in conformance with Article XI of the PHFL; (ii) the HDFC will assume sole legal and beneficial ownership of the Property and the Project and will operate the Project in conformance with Article XI of the PHFL; or (iii) in the event an action is brought to foreclose a mortgage upon the HDFC, and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL and such successor in interest shall operate the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and the Partnership and their respective successors and assigns, including the successors in interest of the HDFC and the Partnership. There shall be no assignment of this Agreement except with consent of the other party, which consent shall not be unreasonably withheld.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

10. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the above described property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

11. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Partnership have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

CITY OF NEWBURGH

DATED: _____, 2013

By:_____
Name: James A. Slaughter
Title: Interim City Manager

INDEPENDENCE SQUARE HOUSING DEVELOPMENT FUND COMPANY, INC.

DATED: _____, 2013

By:_____
Name: Jonah Mandelbaum
Title: President

INDEPENDENCE SQUARE LIMITED PARTNERSHIP

By: Independence Square Associates, LLC,
its Managing General Partner

DATED: _____, 2013

By:_____
Name: Jonah Mandelbaum
Title: Manager

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year 2013, before me personally appeared James A. Slaughter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On the _____ day of _____ in the year 2013, before me personally appeared Jonah Mandelbaum, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

EXHIBIT A

RESOLUTION NO.: 191 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION AUTHORIZING THE TRANSFER OF
34 LANDER STREET (SECTION 30, BLOCK 3, LOT 14) AND
38 LANDER STREET (SECTION 30, BLOCK 3, LOT 12)
TO THE NEWBURGH COMMUNITY LANDBANK

WHEREAS, pursuant to Resolution No. 255-2010 of November 8, 2010, as amended by Resolution No. 47-2011 of February 28, 2011, the City of Newburgh created a land bank with a Board of Directors consisting of eleven (11) members under the New York State Private Housing Finance Law, and known as the Newburgh Housing Development Fund Corporation/Newburgh Community Land Bank; and

WHEREAS, in July 2011, New York State enacted Article 16 of the New York State Not-for-Profit Corporation Law (the "Land Bank Act") providing for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, by Resolution No. 34-2012 of March 12, 2012, this City Council authorized the City Manager to take all necessary steps to apply for land bank approval from the Empire State Development Corporation and on May 17, 2012, the Empire State Development Corporation approved the City's application to form the Newburgh Community Land Bank; and

WHEREAS, the Newburgh Community Land Bank is ready to acquire City-owned properties consistent with its mission to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank has requested real property known as 34 Lander Street and 38 Lander Street, more accurately described as Section 30, Block 3, Lot 14 and Section 30, Block 3, Lot 12), respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, this Council has determined that transferring title to 34 Lander Street and 38 Lander Street is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh 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; and

Property address	Section, Block, Lot	Purchaser
34 Lander Street	30 - 3 - 14	Newburgh Community Land Bank
38 Lander Street	30 - 3 - 12	Newburgh Community Land Bank

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule A; and

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

SCHEDULE "A"

Priorities Concerning the Disposition of Properties Newburgh Community Land Bank

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the City of Newburgh, the laws of the state of New York, the articles of incorporation and bylaws of the City of Newburgh Land Bank, and the public purposes set forth therein.

As approved by the Board of Directors on September 19, 2012.

1. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three different factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short and long term neighborhood and community development plans. Within each factor is a ranking of priorities. The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the aggregate policies and priorities. The Board and Staff of the Land Bank shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Quality housing.
2. Return of the property to productive tax paying status.
3. Commercial and mixed use development.
4. Long term "banking" of properties for future strategic uses.
5. Provision of financial resources for operating functions of the Land Bank.

Priorities as to the Nature of the Transferee

1. Individuals who will own and occupy the residential property.
2. Qualified Landlords or real estate investors.
3. Qualified real estate developers; Entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporations and a private for-profit entity.
4. Businesses that will own and occupy commercial property.
5. Qualified nonprofits corporations that will hold title to the property on a long-term basis (primarily rental properties) or hold title to the property for purposes of subsequent redevelopment and re-conveyance to private third parties for homeownership.
6. Local government entities for public purpose use.

2. Land Disposition Policies

These policies pertain to transfers of property that may be vacant, improved or ready to occupy.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Treasurer shall be ineligible to be the transferee of such property from the Treasurer.
2. The transferee must not own any real property that: a) has any un-remediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.
3. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
4. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
5. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
6. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
7. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
8. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
9. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.

10. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
11. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
12. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).
13. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.
14. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure with in a time frame negotiated by the Land Bank.
2. The property may not be used solely as rental property.
3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either: a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or b) repay the land bank the difference between the purchase price and the initial fair market value.

RESOLUTION NO.: 192 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION AUTHORIZING THE TRANSFER OF
29 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 19) AND
33 LANDER STREET (SECTION 30, BLOCK 4, LOT 33)
TO THE NEWBURGH COMMUNITY LANDBANK

WHEREAS, pursuant to Resolution No. 255-2010 of November 8, 2010, as amended by Resolution No. 47-2011 of February 28, 2011, the City of Newburgh created a land bank with a Board of Directors consisting of eleven (11) members under the New York State Private Housing Finance Law, and known as the Newburgh Housing Development Fund Corporation/Newburgh Community Land Bank; and

WHEREAS, in July 2011, New York State enacted Article 16 of the New York State Not-for-Profit Corporation Law (the "Land Bank Act") providing for the creation of land banks to be used by communities to facilitate the return of vacant, abandoned, and tax-delinquent properties to productive use; and

WHEREAS, by Resolution No. 34-2012 of March 12, 2012, this City Council authorized the City Manager to take all necessary steps to apply for land bank approval from the Empire State Development Corporation and on May 17, 2012, the Empire State Development Corporation approved the City's application to form the Newburgh Community Land Bank; and

WHEREAS, the Newburgh Community Land Bank is ready to acquire City-owned properties consistent with its mission to stimulate planning, economic development and neighborhood revitalization by acquiring, managing and disposing of vacant, abandoned and underutilized properties in a responsible manner in collaboration with community stakeholders, developers and other governmental agencies in order to improve the quality of life in Newburgh; and

WHEREAS, the Newburgh Community Land Bank has requested real property known as 29 Chambers Street and 33 Lander Street, more accurately described as Section 30, Block 4, Lot 19 and Section 30, Block 4, Lot 33), respectively, on the official Tax Map of the City of Newburgh; and

WHEREAS, this Council has determined that transferring title to 29 Chambers Street and 33 Lander Street is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh 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; and

Property address	Section, Block, Lot	Purchaser
29 Chambers Street	30 - 4 - 19	Newburgh Community Land Bank
33 Lander Street	30 - 4 - 33	Newburgh Community Land Bank

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh the properties are to be transferred to the Newburgh Community Land Bank subject to the Disposition Policies of the Newburgh Community Land Bank annexed hereto and made part hereof as Schedule A; and

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

SCHEDULE "A"

Priorities Concerning the Disposition of Properties Newburgh Community Land Bank

The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the City of Newburgh, the laws of the state of New York, the articles of incorporation and bylaws of the City of Newburgh Land Bank, and the public purposes set forth therein.

As approved by the Board of Directors on September 19, 2012.

1. Priorities Concerning the Disposition of Properties

The disposition of properties shall be based upon a combination of three different factors. The first factor involves the intended or planned use of the property. The second factor considers the nature and identity of the transferee of the property. The third factor addresses the impact of the property transfer on the short and long term neighborhood and community development plans. Within each factor is a ranking of priorities. The disposition of any given parcel will be based upon an assessment of the most efficient and effective way to maximize the aggregate policies and priorities. The Board and Staff of the Land Bank shall at all times retain flexibility in evaluating the appropriate balancing of the priorities for the use of property, priorities as to the nature of the transferee of properties, and priorities concerning neighborhood and community development.

Priorities for Use of Property

1. Quality housing.
2. Return of the property to productive tax paying status.
3. Commercial and mixed use development.
4. Long term "banking" of properties for future strategic uses.
5. Provision of financial resources for operating functions of the Land Bank.

Priorities as to the Nature of the Transferee

1. Individuals who will own and occupy the residential property.
2. Qualified Landlords or real estate investors.
3. Qualified real estate developers; Entities that are a partnership, limited liability corporation, or joint venture comprised of a private nonprofit corporations and a private for-profit entity.
4. Businesses that will own and occupy commercial property.
5. Qualified nonprofits corporations that will hold title to the property on a long-term basis (primarily rental properties) or hold title to the property for purposes of subsequent redevelopment and re-conveyance to private third parties for homeownership.
6. Local government entities for public purpose use.

2. Land Disposition Policies

These policies pertain to transfers of property that may be vacant, improved or ready to occupy.

1. Individuals and entities that were the prior owners of property at the time of the tax foreclosure which transferred title to the Treasurer shall be ineligible to be the transferee of such property from the Treasurer.
2. The transferee must not own any real property that: a) has any un-remediated citation or violation of the state and local codes and ordinances; b) a history of chronic code citations or violations of the state and local codes and ordinances; c) is tax delinquent; d) was transferred to a local government as a result of tax foreclosure proceedings.
3. The transferee must not have any judgments against them during the past 5 years regarding a landlord/tenant issue.
4. All tax incentives and financing necessary for the development to be completed must be committed for the development prescribed in the development agreement prior to actual disposition.
5. Options to purchase real estate may be available for a specified percentage of the purchase price with a negotiated time frame to be determined by the Land Bank. This fee will be credited to the parcel price at closing. If closing does not occur, the fee is forfeited. All option agreements are subject to all policies and procedures of the Land Bank pertaining to property transfers.
6. A precise narrative description of future use of the property is required. The future use must be in-line with local development plans. The development agreement shall apply to stated use.
7. The proposed use must be consistent with current zoning requirements or a waiver for non-conforming use is a condition precedent to the transfer.
8. Transactions shall be structured in a manner that permits the Land Bank to enforce recorded covenants or conditions upon title pertaining to development and use of the property for a specified period of time. Such restrictions may be enforced, in certain cases, through reliance on subordinate financing held by the Land Bank.
9. Any non-local residents or entities with a local agent may acquire Land Bank property only with an enforceable plan to place the property into immediate productive use (meaning the property is to be occupied immediately or with the immediate commencement of some form of development project that fits the stated mission of the Land Bank). This applies to all real property.

10. Any exception to the policies governing disposition shall be taken to the governing body of the Land Bank for approval.
11. If code or ordinance violations exist with respect to the property at the time of the transfer, the development or transfer agreements shall specify a maximum period of time for elimination or correction of such violations, with the period of time be established as appropriate to the nature of the violation of the anticipated redevelopment or reuse of the property.
12. The subject property must not have been used by the transferee or a family member of the transferee as his or her personal residence at any time preceding the submission of application (except in rental cases).
13. The Land Bank will consider 'Land Leasing' as a method of disposition in any transactions.
14. Where part or all of the consideration for the transfer is the prospective affordability of the housing units, affordability requirements may be set forth in the transfer agreement and enforceable through recorded covenants, conditions or limitations upon title.

The following additional policies shall apply to properties to be transferred to individual transferees as part of a homeownership program.

1. The owner-occupant must complete renovations and move into the structure with in a time frame negotiated by the Land Bank.
2. The property may not be used solely as rental property.
3. For properties transferred for cash consideration below full fair market value of the property, the owner-occupant must reside in the property as his or her primary residence for at least a 5-year period. If the property is sold prior to the 5-year period, the transferee must either: a) sell the property for no more than the purchase price from the Land Bank plus all cost of property improvements; or b) repay the land bank the difference between the purchase price and the initial fair market value.

RESOLUTION NO.: 193 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION TO AUTHORIZE A SETTLEMENT IN THE MATTER OF BINOR FAISON, CHARLES PARKER AND LEANDER WILLIAMS AGAINST THE CITY OF NEWBURGH IN THE AMOUNT OF THREE HUNDRED FIFTY THOUSAND DOLLARS

WHEREAS, Binor Faison, Charles Parker and Leander Williams brought an action against the City of Newburgh; and

WHERAS, the parties have reached an agreement for the payment of the settlement in the amount of Three Hundred Fifty Thousand ($350,000.00) Dollars in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City's attorneys are hereby authorized to settle the claim of Binor Faison, Charles Parker and Leander Williams against the City of Newburgh in the total amount of Three Hundred Fifty Thousand ($350,000.00) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 194 - 2013

OF

SEPTEMBER 12, 2013

A RESOLUTION APPROVING THE CITY OF NEWBURGH'S AMENDED COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN FOR FISCAL YEAR 2011 IN THE AMOUNT OF $64,853.00

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Cranston-Gonzalez National Affordable Housing Act; and

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, this plan was submitted to and approved by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City has submitted a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, the U.S. Department of Housing and Urban Development has increased the allocation of funds to the City by $64,853.00 and such increase requires an amendment to the Action Plan; and

WHEREAS, the City of Newburgh would certify that it would be adversely affected by the loss of the reallocation amounts of Community Development Block Grant funds from the New York-Jersey – White Plains, NY-NJ Metropolitan Division; and

WHEREAS, the amended budget provides for the purchase of playground equipment to be located at Tyrone Crabb Park, located at the corner of South Street and Grand Street within Census Tract 4; and

WHEREAS, this change in planned activities is considered a "substantial amendment" and will be made public by postings and public notices in the newspaper and on the City website, and the City will receive and consider comments for 7 days prior to implementing the amendment; and

WHEREAS, this one-year Action Plan contains the following amended activit ies and budget for the City's 2011 Community Development Block Grant Entitlement Program;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve the Amended Action Plan and associated budget; and

BE IT FURTHER RESOLVED, that the Interim City Manager be and he hereby is designated the official representative of the City of Newburgh and authorized to sign the one-year Action Plan contract, and he is further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required.