

A regular meeting of the City Council of the City of Newburgh was held on Monday, June 13, 2016 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The prayer was led by Nelson McAllister, Pastor of Calvary Full Gospel Family Church, and the President of the Christian Minister Fellowship.

Pledge of Allegiance/Juramento a la Alianza

Roll Call/ Lista de asistencia

**Mayor Kennedy, Presiding; Councilwoman Abrams, Councilwoman Angelo,
Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman
Rayford-7**

Communications/Comunicaciones

Approval of the minutes of the meeting of May 23, 2016

CARRIED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy-7

MAYOR ANNOUNCEMENTS

Mayor Kennedy thanked the Town of New Windsor and its Supervisor, who has offered to fill the City Pool with water from its municipality. This makes it possible to open the pool for children and families, while following the water restrictions at the same time. She thanked the Town for being a good neighbor.

Second, she updated us on the Repko Funding Project. The project will consist of the renovation of fifteen buildings, thus providing forty-five total affordable housing units for families. This is the kind of thing she has been focusing on, which will help to bring stability to the neighborhoods.

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

WATER CRISIS UPDATE

City Manager Michael Ciaravino presented a brief timeline of how the City switched over from utilizing water at Brown's Pond to using water from the Catskill's Aqueduct after we discovered the presence of PFOS in the water at Washington Lake. It was primarily attributed to a stream that leads from Stewart Airport. The elevation is 150 feet above Washington Lake. Upon consultation with City staff, as well as officials at the County and State Departments of Health, Ciaravino made the decision to declare an Emergency and cut off water use at Washington Lake. At that point we diverted to Brown's Pond. The water at Brown's Pond has now been reduced to such a level that to continue using that source would threaten aquatic, amphibious, and other forms of life that are in the water. There has been a lot of effort to do this, but the positive result of it is that we got the job done. Right now, we are at 100% use of the Catskills water.

There are still a lot of details that need to be ironed out. Ciaravino had the opportunity to speak with Congressman Senator Sean Patrick Maloney, as well as Congressman Dan Kildee, whose congressional district encompasses Flint, Michigan. We should all rest assured that we have received tremendous compliments on how we handled the situation, how we disclosed it, and how we immediately switched to a pure water source. There is still a lot of testing that needs to be done. But all of the leaders of this community will continue to move forward to seek the truth. He presumes that this is going to involve dredging and a cleanout, because the PFOS embeds itself deeply into the water. He is hopeful that one day we can return to Washington Lake. The quality of the lake literally speaks the future of the City of Newburgh. We have worked with the Federal EPA to hold a public informational meeting to address the city's drinking water. The meeting will be held on Monday June 20, 2016 at Mount Saint Mary College-Aquinas Hall Auditorium at 6:00 P.M. It is important for all of us to be informed and ask questions.

The conditions at Washington Lake put us on a Level 3 Water Emergency. As such, we have to take the most extreme conservation measures. We are restricted from using water for recreational purposes. As the Mayor pointed out earlier, the Town of New Windsor has offered to draw water from one of its fire hydrants to bring water to our

pool. While we appreciate the Town's generosity to get us through the bind this summer, we have to consider the expense of the water. It is roughly 170,000 gallons involved, so we want to be able to reimburse the Town at a later date.

WATER DEPARTMENT

Acting Superintendent Wayne Vradenburgh reported that 114 leaks have been detected. One in particular was a leak at Mount Saint Mary's College. It is described as a Class One Leak, which means that it is in excess of 50,000 gallons per day. Not only are we conserving, but we are working to iron out all the leaks in the City. He pointed out that this is a positive development under Vradenburgh's leadership.

FIRE DEPARTMENT

The department responded to 210 emergency calls. Five of those calls were building fires. Out of that number, four were ruled *accidental*, and one is still being investigated. Our Career Fire Academy had a graduation ceremony at Mount St. Mary College. We are trying to spread the news amongst the regions for their trainees to have an opportunity to get First Rate training through our Newburgh Fire Department. There has been an expressed interest in our next Fire Training Academy. The Fire Prevention Bureau has been busy performing commercial and rental inspections. 390 Violations were issued in May. The bureau will continue to focus on commercial inspections. Our Fire Boat is in the process of becoming activated. It has undergone its pump testing and sea trials, and it is now on a trailer awaiting delivery to us. Ciaravino pointed out that the fire boat was successfully tested in a national emergency on the river, in advance of it being activated.

ASSESSOR

Grievance Day was held on May 24, 2016. The Board of Assessment Review heard all of the requests. They are scheduled to reconvene on June 15th, 2016 to discuss and formulate and review data for recommendations. For those persons who filed a grievance, you can expect to hear a response shortly.

POLICE DEPARTMENT

A major raid and sting of a huge heroin operation was conducted on June 7th. We all know how poisonous heroin is, and because the addiction becomes automatic the drug can poison a community, literally. We are pleased with the operation. We are working with the Codes Office to bring the properties involved in the sting up to code. Many people have stated that they feel safer walking the streets. We are not going to rest on our laurels, especially in light of the recent shooting that occurred over the weekend. We are going to move forward with a plan that has proven to be very effective for us.

FISHING

He announced that fishing is permitted at Masterson's Lake Park. Per EPA Advisory, it is permitted on a *catch and release* basis. According to the advisory, the PFOS collects in the fatty tissue of the fish. We should all play it safe and not eat the fish that we catch. The advisory is available in both English and Spanish to reach everybody in the community.

COMPTRROLLER

Ciaravino commented about the recent resignation of the Comptroller. He stated that it is a sickening development, but it is one that he has confronted head-on. He wanted to assure everyone that he is looking into this matter with a fresh set of eyes. We are in the process of conducting a thorough review, and we are going to proceed with a mind toward fairness and justice. This also goes for any disciplinary action that is taken toward an employee. He is not here to promise an outcome, but he will promise a *process*. If we find that the information indicates that a number of actions need to be undone or reversed, then we will do that. This also includes the additional investigation that is ongoing, and is being led by the Orange County DA's Office.

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

PRESENTATIONS/Presentaciones

There were none at this time.

COMMENTS FROM THE PUBLIC REGARDING THE
AGENDA/Comentarios del publico con respecto a la agenda

Staurt Sachs read and submitted his comments regarding Resolution #146-2016. He is concerned that the developer built an 11ft. trench. Children of all ages ride their bikes, and they play soccer and basketball. The hole was very deep and it was left unsecured all night long. If a tragedy occurred then we would be liable. She stated that this developer did exactly the same thing three years ago. Sachs feels that the city should sever its relationship and contract with the developer, and seek a development company that is more responsible.[See Comments Attached]

Jeff Woody commented about Resolution #147-2016. He thanked the city for allowing them to use the lot for the past five years for the Farmer's Market. They have enjoyed helping out the community, and it has been growing each year. He hopes that the resolution is passed tonight so that they can continue to serve the community.

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

COMMENTS FROM THE COUNCIL REGARDING THE
AGENDA/Comentarios del Consejo con respecto a la agenda

There were none at this time.

CITY MANAGER'S REPORT/Informe del Gerente de la Ciudad

Resolution No. 136 - 2016 - Emergency Demolition of 73-77 William Street

ADOPTED

Mayor Kennedy pointed out that this is being paid out of CDBG funds. She is not happy about it, but it seems to be completely unavoidable by New York State regulations.

Councilwoman Abrams explained that the cost is high because these buildings have to be demolished and disposed in a certain way due to the lead and asbestos contained in them.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 137 - 2016 - Chazen Companies Groundwater Analysis at Brown's Pond

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Mejia, Kennedy - 5
Nays: Holmes, Rayford-2**

Resolution No. 138 - 2016 - Purchase of 156 Lander Street

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 139 - 2016 - Purchase of 274 First Street

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 140 - 2016 - Purchase of 113 & 115 Washington Street

TABLED

Mayor Kennedy asked Kelson what are the time restrictions involved regarding the project.

Kelson stated she asked that same question when she met with the Pastor and the Project Manager. She was told that there are some concerns about securing financing for the project. They have requested that the vacant land be sold to them unencumbered.

Kennedy stated that she doesn't know if she would support that request if they are unable to raise the money.

Kelson explained that the Church has been viewing the two parcels of land for a long time. The church had been paying the taxes on one of the parcels for several years, under a mistaken belief that if they had continued to pay the taxes, at some point they would be granted title to the property. When the taxes became delinquent, the city was then able to take title. They would like the land because it is adjacent to the church. They feel that they have been a good neighbor and they would continue to maintain the property. Their ultimate goal is to complete the project, as proposed. If it is not successful in this format, then they have expressed to her that they would like to own the land still.

Kennedy stated that Habitat for Humanity has expressed a desire to build affordable housing on the lot, as well. She stated that she could support the Church obtaining the parcel that is directly connected to it. But she does not know if she could support the Church obtaining the parcel that is not directly next to it.

Director of Planning and Development Deirdre Glenn stated that the map that Habitat filed years ago was designed to stop at three lots. There are a total of five lots on Washington Street. Habitat owns three of the lots, when it bought them out from Leyland. It was never intended for Habitat to build on the other two lots. It was always intended that AME Zion Church would acquire those parcels for the very purpose that they are asking for them today.

Councilman Harvey feels that they should table the resolution for more discussion so that they can come to an agreement on a timeline.

Councilwoman Holmes pointed out that there is a timeline on the back of the contract.

Kelson explained that that is the Church's project timeline. She clarified Harvey's and Kennedy's concerns in that the conditions, in which the City is selling the land, do not include any covenants or other restrictions that require the Church to complete the project within a specific period of time. They have specifically requested that the deed not be prepared in that way. Kelson discussed site control with their project manager. They told Kelson that in order for them to gain access to federal sources, they would need to own the property rather than just have site control.

Harvey stated that he supports the purchase of the property. But he feels that it would be part of the council's fiduciary responsibility to have an agreed upon timeline.

Mayor Kennedy remarked that for whatever the reason, the council didn't cover that topic on Thursday and probably should have discussed it. It is better to do it now, because it sets a precedent.

Councilwoman Holmes read what she assumed to be a timeline.

Harvey stated that that is a timeline from the other party's point of view. It is not legally agreed on by our Corporation Counsel.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Kennedy - 4

Nays: Mejia, Rayford-2

Resolution No.141 - 2016 - Surplus of 15 IBC Totes from the Water Department

ADOPTED

Mayor Kennedy pointed out that this is a way for people to collect rainwater off of their homes. The totes are rather large, and the person's home would have to be engineered to accommodate the large structure. We have fifteen container totes available.

Michael Ciaravino explained that it would be done by a lottery system. He is prepared to administer it immediately upon passage of the resolution by the council. Anyone interested should contact his office.

Councilwoman Abrams described the dimensions of the containers. They are roughly 4ft. high by 4 ft. wide by 4 ft. deep. A container would be good for a garden, and it would be large enough to accommodate an entire neighborhood. The trick is that someone would have to be able to get the structure into a pickup truck to be hauled away.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 142 - 2016 - CDBG - Summer Interns

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Mejia, Rayford, Kennedy - 6
Nays: Holmes-1**

Resolution No. 143 - 2016 - Extension to Close Title on 100 Courtney Avenue and 92 Overlook Place

ADOPTED

Councilwoman Abrams stated that Michael T. Brown is a great developer. He has done a lot of work in Ward Two, and it is great thing for him to have these properties.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 144 - 2016 Extension of Time to Close Title for 63 Grove Street

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 145 - 2016 - Supporting CFA Application of Safe Harbors for Main Street Grant

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 146 - 2016 - Development and Land Disposition Agreement with Mill Street Partners LLC

ADOPTED

Councilwoman Abrams intended to vote in favor of this to correct the typo, but she doesn't feel that Mill Street Partners is the right group for this property.

Mayor Kennedy stated that she intends to vote in favor of it, and she totally supports renovation and development to help bring the neighborhoods back to life. She is disappointed to hear that another trench was dug, and that the work was not properly overseen by the Codes department.

MOTION TO SUSPEND THE RULES OF PROCEDURE

Councilman Harvey moved and Councilwoman Holmes seconded that the rules of procedure be suspended to allow comment from Lead Counsel of Mill Street Partners.

Ayes- Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Rayford, Mayor Kennedy-5

Noes- Councilwoman Abrams, Councilwoman Mejia-2

CARRIED

David J. Cooper, Esq., Zarin and Steinmetz Attorneys, stated that previous public comments about what happened at the site were not accurate. As a part of the site plan approval process they are required to investigate certain archeological aspects of the site. The trenches were not 11 ft. deep. They were 9 ft. deep, and as such, did not require a City permit. Everything has been worked out with the building department. The trenches are filled and are secure now. However, the issue before us tonight is to correct

the Scribner's error. He does not feel this is the appropriate forum to discuss anything else. The excavators have been instructed to erect fences around the trench. Unfortunately there was a small portion of the fence that was not secured. Once the developer was informed about the issue they went out to the site and secured it.

MOTION TO EXTEND THE SUSPENSION OF RULES OF ORDER

Councilwoman Abrams moved and Councilman Harvey seconded that the suspension of rules of order be extended.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Mayor Kennedy-5

Noes- Councilwoman Mejia, Councilwoman Rayford-2

CARRIED

Councilwoman Rayford stated that she did not feel we should suspend the rules for public commenters. If he wanted to speak about the issue he should have brought up his points earlier during public comment period. We have a full agenda tonight, and we must move on.

Councilman Harvey wanted hear more about this contentious topic being that he is relatively new to the council and felt that it would be appropriate to allow him to speak.

Drew Kartiganer remarked that his own property is near the site. He insisted that the trench was over 11 feet deep. He stated that it was unsecured, unprotected, and it was left like that overnight. When the building inspector came to inspect, only the trench in the front was shown, not the one in the back. Yellow tape was the only safeguard. He stated that this group did this before when they dug a series of trenches well over 6 feet deep in 2013. This is city-owned property and no permit was filed, so there is no insurance. If someone gets hurt, then the City of Newburgh is liable. Kartiganer feels that the work they have done at that site is short of "competent and professional."

MOTION TO REINSTATE THE RULES OF ORDER

Councilman Harvey moved and Councilwoman Abrams seconded that the rules of order be reinstated.

Ayes- Councilwoman Abrams, Councilwoman Angelo, Councilman Harvey, Councilwoman Holmes, Councilwoman Mejia, Councilwoman Rayford, Mayor Kennedy-7

CARRIED

Councilman Harvey stated that he supports the project. Since he assumed his seat on the council, it appears as though this project has continuously "kicked the can down the road," though he doesn't know on whose part. He had supported the project, but after hearing some of the comments from residents of integrity, he feels that that support is starting to wane. He feels that this project should have been up and running already. Also any time a prospective developer bypasses the Codes department, it doesn't gain any continued support. He stated that he would support anything that is going to be an economic stimulus for the city, yet there are some things that need to be checked on this project.

Councilman Harvey moved and Councilwoman Mejia seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 147 - 2016 - License Agreement with House of Refuge

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 148 - 2016 - US Department of Justice 2016 Cops Hiring Program Grant to promote Community Policing

ADOPTED

Mayor Kennedy stated that this involves a large cash match. This is a resolution to apply for the grant. When it comes time, if we have identified sources of funding for the match, then we will have to decide whether we will accept the grant or not. We need our police officers, and we want it to work. By that time, she is hoping that we have a better understanding of the budget for next year.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7

Resolution No. 149 - 2016 - Catholic Youth Organization (CYO) Fitness Program Grant

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 150 - 2016 - Youth Program at the Activity Center

ADOPTED

Mayor Kennedy pointed out that we are already in this program now. This resolution clarifies how it will be paid.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 151 - 2016 Emergency Demolition - 316 First St

ADOPTED

Mayor Kennedy pointed out that we don't have a choice on this one. It is a falling building and we have to take action on it.

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 152 - 2016 Full Time Account Clerk - Comptroller's Office

ADOPTED

Kathryn Mack spoke about additional information she had for the council. As a temporary position she can only bring someone on for four months, so what they discussed at the work session would only get her through October. She doesn't want to negate all of the pros. If she could get another person then that individual could help with the 2017 budget and also help her with the needs of the office. She understands the council's hesitation to make decisions regarding her office because she is not the permanent Comptroller. She requested that she be able to bring back the issue to the council in July.

Harvey asked if the verbiage changed since Thursday's work session. They had agreed that they couldn't make a decision like that because the 2016 budget had already been set. It was his understanding that we were going to provide the additional body until the end of the fiscal year, and then vote on whether the position would continue in 2017.

Mayor Kennedy stated that these are some of the hard places the city finds itself in. The contingency fund dwindles, yet she knows that that office needs more help. She remarked that all of our city departments need help. Yet we have a budget that doesn't support all of the help that the city needs.

Harvey understood where the confusion lay, in that he didn't realize that we can only hire someone on a temporary basis for four months. He supports this resolution because he does not want to set Mack up for failure for not having adequate man power. He pointed out that we have members in our audience that are asking for the reinstatement of a former employee in the finance office. He asked the City Manager what is the prospect, amidst the criminal investigation that is occurring, of having Helen Murphy reinstated to help out in that office. He feels that part of the council's fiduciary responsibility is to listen to its staff when it is crying out for additional help in a department.

The City Manager commented that he can't make an immediate decision tonight regarding the reinstatement of Ms. Murphy. First and foremost we need to know what happened. This is being done in conjunction with the District Attorney's Office. We have been truthful, open and transparent. And this process will be the same. We are going to proceed methodically to a just conclusion. As such, he is unable to make a commitment today. In that further spirit of transparency, in the Acting Comptroller and him bringing up the four month temporary-basis rule, we were not trying to pull a fast one. Had the council passed it to get them through the rest of the year, it could have actually been done. But that is not what we are about, so we wanted to bring it to the council's attention and disclose that additional information tonight.

Councilman Harvey feels that Ciaravino does things with integrity. He totally supports how the City Manager goes about his business. But a lot of times when there are investigations the council does not have a timeline for completion. It seems like this body has a history of "kicking the can down the road." He pointed out that things don't come

to swift resolutions, and this bothers him. He understands bureaucratic structures and how they take time. But when issues deal with human beings and their careers, then people need and deserve those hard deadlines just as much as the council does.

Mack pointed out that if the person takes healthcare, the salary would be in the range of \$55K-60K.

Councilwoman Holmes intends to vote against it. She feels that we need to resolve the other issues, such as our water problem. Also, what if we can't afford to keep someone on after December? She understands that there is a General Fund and an Enterprise Fund, but she hopes that this water crisis doesn't fall on the taxpayers. Holmes is not trying to slight anybody in his or her department, but she feels that she needs to look at the bigger picture as a taxpayer.

Mayor Kennedy stated that she intends to vote in favor of it. You can't put demands on a department, say that you want a better budget process for next time, and then not give them the resources to get the work done.

Councilwoman Mejia remarked that she intends to support the resolution. But she recalled discussions from the 2015 budget season, in which the department did not bring forth a staffing plan that could have been funded had the previous council approved it. So this going forward for 2017, this is a position that could continue along those lines because some of those cost saving mechanisms that we discussed are still applicable.

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Angelo, Harvey, Mejia, Kennedy - 5

Nays: Holmes, Rayford-2

Resolution No. 153 - 2016 - 104 South Lander St.

ADOPTED

Councilwoman Abrams moved and Councilwoman Angelo seconded.

Ayes: Abrams, Harvey, Holmes, Mejia, Rayford, Kennedy - 6

Resolution 154 - 2016 440 Carpenter Ave.

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 155 - 2016 - 163 S. William St.

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 156 - 2016 - 47 Lander St.

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 157 - 2016 7 Van Ness St.

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 158 - 2016 - 140 W. Parmenter

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 159 -2016 - 88 Carpenter Ave.

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 160 - 2016 Gasland

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 161 - 2016 - Guyt \$500

ADOPTED

**Councilwoman Abrams moved and Councilwoman Angelo seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

Resolution No. 162 -2016 Woodson

ADOPTED, AS AMENDED

The City Manager detected an error in the amount of the claim. The amount of the claim should be \$5,216.00.

Councilman Harvey moved and Councilwoman Mejia seconded that the resolution be amended to reflect the correct claim amount.

**Councilman Harvey moved and Councilwoman Mejia seconded.
Ayes: Abrams, Angelo, Harvey, Holmes, Mejia, Rayford, Kennedy - 7**

NEW BUSINESS

Councilman Harvey mentioned that his neighbor has complained to him about the loud music at the *Mexican Rodeo*. His neighbor talked to the Police Chief. Subsequently police officers were able to get them to lower the music briefly, but then the music was loud again. Harvey brought up this issue tonight to see if they could come to a resolution. The music doesn't bother him personally, but it was quite loud that it could be heard for miles throughout the city, which could cause a disturbance to the surrounding neighborhoods.

Mayor Kennedy remarked that the rodeo provides a nice income for the Armory. There should be a way to monitor the noise level. She knows there is a way to situate the microphones so that they point downward rather than broadcasting the sound upward.

Councilwoman Holmes stated that she received complaints, as well, and she did speak with Mr. Kaplan about it. He proceeded to monitor the noise levels after she talked to him. City of Newburgh Police, as well as Town of New Windsor Police came out to assess the noise levels. Some area residents agreed that the noise did get reduced to some extent. It appeared that the residents were satisfied, because she didn't receive any more calls of complaint.

Councilwoman Mejia asked if anyone had actual data about what the decibels were in the area. She would love for us to have actual data when we discuss these things, because what is noise to one person could be music to someone else. Also, she would love for us to discuss events without labeling them. It is not a *Mexican Rodeo*. It is a rodeo in the City of Newburgh. It is open to everyone and it brings a lot of people together in our community. When we start boxing each other into these labels, then it does not make for the community that we all want.

The City Manager commented that the fire department has purchased a decibel meter, so it may be very possible to perform the measurements.

Police Chief Dan Cameron remarked that the Armory had their own decibel meter because they are trying hard to stay within the parameters of the City Code. Our officers went up and verified the reading with Armory staff. He knows there was an initial complaint, but then the noise levels went down, and then increased again shortly thereafter.

Councilwoman Abrams is concerned because she is always calling the department because some people constantly ride through the streets with loud bass systems in their cars. You can't hear yourself think when the music is that loud. She asked how many

decibel meter readers do the police department own. She commented that if we had the meters situated on city blocks then we would make a fortune in fines to help bring in revenue. As our city shifts in character and as we promote economic development, we have to be more mindful and we have to continue to support events in our city.

Chief Cameron responded that the PD has none. Michael Ciaravino pointed out that there are three meters in the fire department.

Councilman Harvey stated that he did not intend to offend anyone. The complainant described the event as a *Mexican Rodeo* in the email to him, so this is how he presented it on the official record.

Councilwoman Rayford remarked that the traffic was grid-locked when she drove past the event. Thank God there was no emergency, or else an ambulance would not have been able to get through in time. She would appreciate if the coordinators could perform traffic control. The parking is horrendous, and when the event is finished it looks like a dumpster. It is a well-attended event and she supports it 100%, but they need more internal traffic and garbage control, because cleanup by DPW should not have to be footed by the taxpayers of this city. We need to find some ways to help the Armory with this event, because it is growing.

Mayor Kennedy summed up these issues as *Growing Pains*. As the city becomes a venue for more events to occur we have to understand how we manage them. We want events because it is good for the city. Staff from the Armory are here tonight. They have informed us that they are going to actively monitor the decibels. From Councilwoman Mejia's point of view we have to monitor *all* of our events, as we can't just point out one particular event. And from our citizens' point of view we have to be inclusive and flexible. The rodeo shuts down before bedtime, generally speaking.

Councilwoman Mejia would like the council to review data from the report they were issued by Chief Cameron regarding the accidents at the intersection of First Street and Liberty Street. She requested that it be put on the agenda for July.

Mayor Kennedy commented that this is important discussion because you can not see what is coming. She has literally had to inch out her car and pray that no cars are coming. We have to do something to make that intersection safer, yet it is not the only hazardous intersection in the city. We need to come up with a general plan to deal with this, instead of something specific.

Harvey would like an update on road repaving. Are there any new timelines. Also the traffic light at the intersection of Route 9W and North Street was out again this morning. He would like to know what is wrong with the light because it is a very busy intersection, and it is dangerous for motorists.

George Garrison, DPW, stated that there is a problem with the conflict monitor in the traffic signal and we are waiting for a new one. Whenever there is a conflict it

automatically goes into flash mode. It has to be reset. As far as road repaving, we were planning to do some of it at the end of this month and in July. And then he was going to do some more of it later on in the year. But he stated he would comment more about road repaving later in the meeting.

Councilwoman Angelo thanked George Garrison and his staff. Every morning she drives to work, she notices that Broadway is spotless. She has seen a difference in all of the streets. But she is still concerned about the weeds, because they carry a lot of ticks. The kids don't realize that when they run through them.

Mayor Kennedy commented that as we get our summer help we will be able to work on the weeds. We have summer interns, which are helped funded through Orange County, and this is some of the work that they will be able to perform.

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

OLD BUSINESS

There was no old business to come before the council.

PUBLIC COMMENTS REGARDING GENERAL MATTERS OF CITY BUSINESS

Omari Shakur spoke about the stop sign at the intersection of First Street and Liberty Street. Another bad accident almost occurred and the kids are out there playing. Second, he spoke about the water crisis. Everyone keeps asking him about the water, but he has told them to speak to their elected officials because he was not elected. He asked if there is something in place to get the children tested for ingesting the water. He does not want to wait two years down the line to find out something is wrong with the children because of the water. Third, he discussed the School District's Superintendent. He asked of the literacy, attendance and graduation rates increased since Padilla has been there? Things look better since he came onboard, but he would like to hear what the city thinks. Shakur stated that if the school does better for our children, then we do better as a community.

Liz Pastore owns 17 Johnston Street, which is attached to 19 Johnston Street. 21 Johnston Street and 23 Johnston Street fell on her building, and the collapse has caused structural damage to her building. She has met with city staff a few times, and nothing has been done yet. Access to her property has been restricted by the city, she has lost revenue. She needs to know what is going on. She stated that this issue was presented to Corporation Counsel back in December. She is being taken to court this week for not boarding up her side of the building that she can't even gain access.

Drew Kartiganer appreciated the council suspending the rules of order to allow him to speak. He discussed Mill Street Partner's plan for parking. He feels that they are about 100 parking spaces short of the recommendations. A parking study was done in 2013, in which they were told they needed 165 spaces. This project has been hanging around since 2011, and it is not economic development. He stated that is it going to suck resources out of Newburgh, and not give anything back in return. There is no green space or open space for the children to play. He feels that this project is going to suck up tax revenue and destroy the inner-city section, because it won't be able to attract business.

Stuart Sachs discussed a few more issues about the project. He stated that Mill Street Partners doesn't want to separate storm from sewer, which is a basic requirement for all new development under New York State Law. You are supposed to return the storm water to the groundwater before it joins the sewer system. This would be an unbelievable amount of water if there is even a single inch of rain. Second, Sachs commented that the group wants to pay \$45K in taxes per year for 30 years. This is an unbelievable giveaway. He asked the council, "Who is going to pay the school taxes?" He feels that the burden will fall on the rest of the taxpayers. Third, why would anyone build a wood structure versus a steel structure; even though, in doing so, it would probably meet the minimum standard of codes.

Sabrina Thorpe remarked that all of us are concerned about generating revenue. In Poughkeepsie when she goes to the waterfront she has to pay the meter to park. Yet when she goes down to the Newburgh riverfront she can sit there for hours and pay absolutely nothing.

Michelle Kelson pointed out that there are parts of the riverfront that the city owns. They have researched the idea of putting meters on the city-owned parts of the waterfront.

Philip Gouts spoke about decibel readings. He has sustained most of his hearing loss as a result of working at the Orange County Fairgrounds for seventeen years. Loud music is damaging to children's hearing, and it is irreversible once it occurs. Second, he commented that after the parade Broadway looked like a ghost town. None of the stores were open. He asked the council of its plan to bring and welcome the people and have them spend money in the city.

George Garrison commented as both a resident and staff member of the city. For weeks he has been hearing about the repaving. He understands the sentiment. But since 2010 we haven't done any paving because there was no money in the budget to do it. There was CHIPS money, yet he only has a certain amount of personnel. Everybody else can lament about how they don't have the staff to complete the work, but then when he asks for more staff he doesn't seem to get it. Every other neighboring municipality has the workers they need. He has to split up his staff between duties. He sends his reports in to City Hall every day.

Councilman Harvey interjected that every time he sits at this table he is going to bring up the topic of road repaving. He feels that everybody seems to kick the can down the road.

Nelson McAllister stated that is OK if we have arguments, as long as we come out with one accord. And that is to benefit *every* citizen in the City of Newburgh. No matter the costs, if a department head needs the help to get the work done then we need to give him the resources. Second, he pointed out that the rodeo brings so many people to the Newburgh, especially when the Times Herald Record prints words giving the perception that our city is such a dangerous place. He encouraged everyone to go to the Armory and discover all of the good things that are happening there. If we want a decibel reading meter, then it can be purchased from Radio Shack for less than \$100. Third, he suggested that we lower the speed limit in the city to 20 miles per hour, and then *enforce* it. This can help lower the risk of accidents.

Brenda McPhail commented that she understands what George Garrison is talking about. He tried to get her a fulltime job in the DPW, but it was nobody's fault except her own people. She feels that her own people did not want to see her go higher. So why would she come up here and get mad at an individual when someone else did her

wrong? McPhail stated that she knows a *Man Who Sits High and Looks Low*. She is leaving up to *Him* to take care of it, and she wonders who is going to be next.

There being no one else wishing to speak, this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilwoman Abrams stated that the availability of PFOS testing for children is a good question. She knows that parents can get children tested for lead poisoning through the Orange County Health Department's program. She is very grateful to the Town of New Windsor for giving us water for our pool this summer. As a goodwill gesture perhaps we could offer their children Newburgh Resident rates for our summer programs in exchange for helping us out.

Councilwoman Angelo thanked everyone for participating in the Memorial Day Parade. She thanked Habitat for Humanity for the beautiful house they revealed over the weekend. Angelo called for prospective vendors for the Fourth of July Celebration in the city. The rain date is July 5th. Next, she mentioned that the street corner begging is getting out of hand. She does not want to say anything negative about poor people, yet she doesn't know how we can get a handle on this problem. She stated that if she won the lottery she would give her winnings to the City of Newburgh to help people in need.

Councilman Harvey remarked that the meeting regarding the School Superintendent Dr. Robert Padilla is tomorrow evening at 7:00 P.M at Temple Hill School. Regardless of your position on the issue, this is an important matter concerning our children. Harvey hopes that everyone will attend. Second, he is disappointed to hear that a taxpayer has had three meetings cancelled with the Department of Planning and Development concerning the collapse of a building right next to hers. He is interested in learning more about this situation, because it sounds like the woman has some serious grievances that need to be addressed. Third, every time he sits at this table he is going to speak about road repaving. He is a firm believer that anytime you have urban blight in your city, including condemned buildings and corroded roads full of potholes, it is directly correlated to human behavior. The money has been budgeted for this already. Here it is the middle of June and we are still waiting for the shovels to be put into the ground. We need to stop filling up these holes. These roads need to be stripped down and repaved, like they do in New Windsor, Town of Newburgh and Balmville. Harvey stated that since he wasn't a part of the 2016 Budget approval, he ensured everyone that he would be the biggest advocate and supporter of any future budgeted plan for road repaving. He also pledged his support to give Mr. Garrison the necessary manpower he needs to complete the task. Our infrastructure is an important asset in our community. He says that we continue to kick the can down the road, because we don't come up with *solutions* to our problems. Next we have to ask ourselves what we are going to do to move forward on these issues. He stated that he would be the first person to help with that effort.

Councilwoman Holmes remarked that she understands both Harvey's and Garrison's positions. We sit here and we pass resolutions to amend the budget, and to add positions to other departments, yet we really haven't added any new positions in DPW, like we do for other departments. She knows that Garrison has been in touch with Best Resources

to help put residents to work. Hopefully after we get through this water emergency there will be some money left over to address repaving in an accurate time. Second, she addressed Ms. Pastore and stated that she was on the council when the building collapsed. She hopes that they will be able to come to a solution concerning the matter. Third, she suggested that Omari contact the NYS Department of Health with his concerns about PFOS testing. Holmes commented that she is glad to see Helen Murphy in the audience, and her prayers go out to her. She hopes that they can resolve the issue so that she can return to city employment. She agrees with a resident that there should be more metered parking in the city. Holmes pointed out that there is a food pantry every day of the week at the churches, so there are resources that exist where we can send people in need. Next, Holmes stated that she does not agree with negative public sentiment about Mill Street Partners. She feels that MSP was deceived and the project was prolonged. We should give them a chance. Last, she publicly thanked Mr. Kaplan for all that he does for this city. Whenever she calls him he is there for her and leads her in the right direction.

Councilwoman Mejia, in echoing a statement from the opening prayer "in being One with the community," acknowledged the victims, families and loved ones affected by the Orlando shooting. Second, perhaps a debriefing from Corporation Counsel would be in order to bring everyone on the council up to speed on Pastore's property. Also this issue involves a *Zombie Property*. Third, in discussing the waterfront area, we found out that only two parcels of land are city-owned. Subsequently a resolution was passed to begin the process for metered parking. This is one of the things that is currently on the pending list, as there are staffing issues involved, like who will be entrusted to install the metering systems, and such. Mejia stated that she would put up the maps of the two city-owned parcels to help keep the public informed. Fourth, she thanked Richard Harper for his service on the Conservation Advisory Council, which led her to comment on the topic of vacancies on the boards. She encouraged people to submit their letters of interest. Next, she applauded Councilman Harvey for committing his full support to getting additional manpower in DPW. Every block in our city needs to be paved, but if we have a Repaving Management Plan in place then it would take the politics out of it and it would look at the city, as a whole. Also she commented about the Summer Youth Employment Program. Perhaps we could utilize that supplemental assistance from our summer interns to do tasks, such as cutting the grass and other maintenance duties. Last, she pointed out that the next meeting for Ward One will be held on July 8th at 7:00 P.M. at the Heritage Center, located at 123 Grand Street, Newburgh, N.Y. Everyone is invited to attend.

Councilwoman Rayford stated that she has worked in the Newburgh School District for eleven years, and has had four children go through the district. Dr. Padilla is showing everyone that there should be accountability between the staff and the students. Her hat goes off to him for the tremendous job that he has done during his tenure. She stated that people don't like change. It is uncomfortable for many people, as there is no more favorites or favoritism. She hopes that everything goes in his favor during the District's meeting. Second, she wasn't on the council, but she was in the audience when the collapsed building was addressed. She ensured the owner that she would get together

with her colleagues and move forward on it so that Pastore can do what she needs to do. Third, she stated that she spoke with Orange County Legislator Curlie Dillard two weeks ago. He is awaiting word from the Sheriff's Office concerning flagging and paving assistance that may be able to be provided to us by some of the inmates. Fourth, she congratulated the Class of 2016. She encouraged them to further their education, and stated that the sky is the limit. We talk about raises for employees, yet we can't even fill up our own pool. She encouraged us to put our children first. Shame on us for not taking care of our own community. She thanked the Kaplan Family Foundation for its financial support of the Newburgh Zion Lion's *Stop the Violence* event. The event was well attended, and everybody got along. She pointed out that the Newburgh Boys and Girls Club did not participate in the event. She stated what a shame that they did not participate. She feels that the city gives the organization hundreds of thousands dollars for City of Newburgh children. Last, she announced another upcoming event. This event will honor those families who have lost loved ones to violence in our city. Rayford stated that we can't continue to sweep these tragedies under the rug anymore. Everybody is looking for a solution. Tonight she wore her Clergy collar for a reason. She must preach *The Word*. She recited 2 Chronicles 7:14.

Mayor Kennedy remarked that her heart goes out to the victims in Orlando. This is a symptom of what's wrong in our world. She spoke about violence. It begins in the mind and heart. Violence in our language has to be dealt with too, as we judge people and make assumptions. She mentioned the recent raid that removed a lot of people off the street that were involved with drugs and violence. This did not occur overnight; law enforcement has been collecting data for over a year. Contrary to what people may think, the police are not turning a blind eye. She implored everyone to hold their judgments just because it may look like nothing is being done about the crime. You do not know all that is going on behind the scenes. There are seven people on this council who are trying to turn around a city that has been in a hole for fifty years. It is not going to be turned around in one day, or even one year. Second, she mentioned that they struggle with priority of projects. Everyone sitting on this council has projects, including her. Coming from the Corporate World, she was frustrated when she first came into City Government because she wanted everything to happen right away. She was involved in that entire financial meltdown in 2012 when a no one was able to be reimbursed for *anything*. We have come a long way just from that, yet we still don't have any money to waste. Indeed she voted in favor of bringing on an additional person in the accounting department, but she has voted in favor of programs in our youth department also. Third, she discussed the rampant panhandling. Kennedy has a list of places where people can get food if they are hungry. People don't go where there is actually help. If a person is not willing to take a hand up then that is his or her own problem. This led her to speak on the fact that we have a lot of mental health issues on the street too. We need to deal with it in a different way than what we have been doing in the past. Fourth, she discussed priority of projects. Many city departments have needs and the council has to work with them to try to understand what the priorities are in this city. Much of our resources have gone toward our water emergency. As a council we have to be more aware of the various demands of our departments because they are coming in at a tremendous rate. It is not easy to do. Last, she encouraged everyone to go

to the School Board meeting and support Dr. Padilla. He has been making strides in our school district that has been needed for years. We have seen a new interaction between the school board and the City of Newburgh, as well as a positive interaction with the schools and non-profit organizations. Right now the board is split between those members who want to keep him and those who don't want to retain him. It's all politics, as usual. Kennedy stated that Padilla has done far greater for our schools than any issues that the school board may have. We need stability, we need to stay the course and support him.

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

ADJOURNMENT

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

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CITY CLERK

Stuart Sachs
28 Lander Street
Newburgh, NY

I rise to speak to you about Mill Street Partners, and the Mid Broadway Development.

Last Wednesday, the developer dug a trench, over 11' deep. The trench was unsecured in the sense that one could walk right up to the edge of the hole and insert a tape measure, which I did. This particular City owned lot on Johnston Street is also used by neighborhood kids as a play ground. Kids of all ages, from the very young – 4, 5, 6 years old, to much older teenage kids. They ride bikes, kick soccer balls and play basketball. They are there every day when school gets out until it gets dark, and all day on weekends. So on a site with kids the developer saw fit to dig a very deep hole and leave it completely unsecured all day, and after my complaint, they placed a portable fence next to the hole... slightly better, but one could simply walk around it to gain access to the trench all night long.

When you dig a trench, you are required to file with the Codes department in a timely fashion, and request a mark up, so utility companies can mark the pavement where critical and possibly dangerous infer-structure (like gas, water and sewer lines) are so that the excavator doesn't rupture a gas line causing explosion. There were no markup lines around the trench, or on the sidewalk, or in the street.

Any deep trench has to be shored up before anybody can work in the trench. This is because trenches can collapse. OSHA requires shoring as a basic safety measure to protect the lives of workers. Trenches occasionally collapse, and then you have to dig the guy out by hand before he suffocates. There was no shoring, nor any attempt to improve the safety of the trench.

So, this is a bad thing, a very dangerous thing, and it was on City owned property, so if a tragedy happened, we, the City, would be sued for damages.

This is particularly bad because Mill Street showed the Codes Department the very shallow and wide excavation on Broadway which was not dangerous, but they neglected to show the inspector the much deeper and much more dangerous trench a few hundred feet up Johnston St.

They will say oops, mistake, sorry.... But, in this case it doesn't wash because they did the exact same thing 3 years ago. Except then it was even worse because they failed to notify Codes at all, and did the excavation early on a Saturday morning. In the words of the codes officer who reviewed the pictures, it was an OSHA violation. One might think that using an excavator from Poughkeepsie early on a Saturday morning was also a deliberate attempt to bypass our codes department.

~~Now Mill Street apologized in 2013, and said it wouldn't happen again. They said specifically that they would follow all City Codes and inspections on their work site. They did it once, and said I'm sorry give me a second chance, I won't do it again. But now, they did it again.~~

The City of Newburgh has recently severed it's relationship with several employees for violating rules, laws and regulations. Some of them long term, and respected employees, but the violation was such that the City immediately severed it's relationship with them. I suggest that the same thing has happened here. By virtue of their repeated violation of City, State, and Federal code and safety regulations, Mill Street has already relieved itself of it's contract extension. I urge the City to immediately sever it's relationship and contract with Mill Street Partners, and seek out a more responsible contractor.

Lead Counsel for Mill Street Partners - Commented at City Council Mtg. of 6/13/16

David J. Cooper, Esq.

Zarin + Steinmetz

81 Main Street Suite 415

White Plains, NY 10801

(914) 682-7800



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RESOLUTION NO.: 136 - 2016

OF

JUNE 13, 2016

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT
WITH B.S.B. CONSTRUCTION, INC. FOR THE
EMERGENCY DEMOLITION OF 73-77 WILLIAM STREET AT A COST OF
\$156,312.00**

WHEREAS, the City of Newburgh determined that the collapsing structure located at 73-77 William Street represented an immediate threat to the public health and safety to the neighborhood and pedestrians and vehicular traffic along William Street; and

WHEREAS, pursuant to the City of Newburgh's Emergency Procurement Policy, it was determined that B.S.B. Construction, Inc. was fully qualified and provided the lowest price to complete the demolition of the collapsing structure located at 73-77 William Street; and

WHEREAS, funding for such demolition work will be derived from Community Development Block Grant Funds; and

WHEREAS, this Council has determined that it is in the best interests of the City of Newburgh and its further development to enter into a contract for such demolition services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with B.S.B. Construction, Inc. in the amount of \$156,312.00 for the demolition of the structure located at 73-77 William Street.

RESOLUTION NO.: 137 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
THE CHAZEN COMPANIES, INC. FOR A SOURCE WATER INVESTIGATION
AT BROWNS POND AT A COST OF \$12,000.00

WHEREAS, The City of Newburgh recently was required to switch from its primary water source due to the presence of PFOS in Washington Lake; and

WHEREAS, due to the limited size of the secondary water source, which cannot independently sustain the City's needs, the City wishes to investigate the possible presence of groundwater resources in the aquifer below Brown's Pond; and

WHEREAS, The Chazen Companies have submitted a proposal for hydrogeologic services to explore new drinking water sources for the City of Newburgh; and

WHEREAS, the cost for these services will be \$12,000.00 and such funding shall be derived from F.8389.0448.5022.0000 - PFOA/PFOS Tracking -Other services Environmental; and

WHEREAS, the City Council has determined that such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with The Chazen Companies, Inc. for hydrogeologic services to explore new drinking water sources for the City of Newburgh at a cost of \$12,000.00.

137-14

THE
Chazen
COMPANIES[®]

Proud to be Employee Owned

Engineers
Land Surveyors
Planners

Environmental & Safety Professionals
Landscape Architects

May 2, 2016

Mr. Michael G. Claravino, City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Source Water Investigations
Proposal # PM16-084

via email: nfay@cityofnewburgh-nv.gov

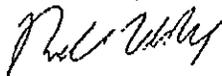
Dear Mr. Claravino:

The Chazen Companies (Chazen) appreciates being considered to help your engineering department explore new drinking water sources for the City of Newburgh. Our hydrogeologic services are available to help consider yields from wells being considered on municipal property near Brown's Pond or other locations. I will personally be the City's senior level contact for this assignment.

At the suggestion of Mr. Jason Morris, City Engineer, this proposal establishes a time and materials budget of 60 to 80 hours of preliminary service to be allocated at his or your direction. Work may include review of former reports, site visits, communication on your behalf to regulators, and preliminary field services. Our invoices will include comments so you may see how work is allocated. A time-and-materials budget of \$12,000 is recommended. Change orders will be provided for any discrete drilling or testing services.

As a courtesy to the City, both in recognition of the urgency of this matter as well as in a measure of appreciation for our various recent opportunities to work for the City, we will provide these services at the same discounted rates used for the recently-awarded Phase I LTCP Green Infrastructure assignment; these rates are normally reserved for Chazen's Municipally-Designated-Engineer clients. As an existing Chazen client, your signature below is sufficient to authorize this work per other existing contract terms.

We are ready to work with you immediately. Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Services.

Enclosure

cc: file

Authorization

Date

5/4/16

RESOLUTION NO.: 138 - 2016

OF

JUNE 13, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 156 LANDER STREET (SECTION 18, BLOCK 3, LOT 14)
AT PRIVATE SALE TO MICHELE WILLIAMS FOR THE AMOUNT OF \$3,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 156 Lander Street, being more accurately described as Section 18, Block 3, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
156 Lander Street	18 - 3 - 14	Michele Williams	\$3,000.00

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

138-16

Terms and Conditions Sale

156 Lander Street, City of Newburgh (18-3-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

- by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
 10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
 11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
 12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
 13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
 14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
 15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
 16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
 17. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

RESOLUTION NO.: 139 - 2016

OF

JUNE 13, 2016

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 274 FIRST STREET (SECTION 22, BLOCK 6, LOT 22)
AT PRIVATE SALE TO WILLIAM J. MCCARTNEY III FOR THE AMOUNT OF
\$6,400.00**

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

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

WHEREAS, the City of Newburgh desires to sell 274 First Street, being more accurately described as Section 22, Block 6, Lot 22 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
274 First Street	22 - 6 - 22	William J. McCartney III	\$6,400.00

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

Terms and Conditions Sale
274 First Street, City of Newburgh (22-6-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

TABLED

RESOLUTION NO.: 140 - 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 113 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 8) AND 115 WASHINGTON STREET (SECTION 39, BLOCK 3, LOT 7) AT PRIVATE SALE TO ZION NEWBURGH COMMUNITY DEVELOPMENT CORPORATION FOR THE AMOUNT OF \$100.00

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

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

WHEREAS, the City of Newburgh desires to sell 113 Washington Street and 115 Washington Street, being more accurately described as Section 39, Block 3, Lots 8 and 7, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, Zion Newburgh Community Development Corporation have offered to purchase the property at private sale for the purpose of constructing a three-story building that will consist of a community space on the first floor and four apartments on the second and third floors; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before September 12, 2016, being ninety (90) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
113 Washington Street	39 - 3 - 8	Zion Newburgh Community	\$100.00
115 Washington Street	39 - 3 - 7	Development Corporation	

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

10-16

Terms and Conditions Sale
113 Washington Street, City of Newburgh (39-3-8)
115 Washington Street, City of Newburgh (39-3-7)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax year of 2015-2016, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2015-2016, and subsequent levies up to the date of the closing. Upon the closing, the property shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before September 12, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and

unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 141 - 2016

OF

JUNE 13, 2016

A RESOLUTION DECLARING FIFTEEN INTERMEDIATE BULK CONTAINER TOTES TO BE SURPLUS EQUIPMENT AND AUTHORIZING DISTRIBUTION TO CITY RESIDENTS FOR RAIN WATER RETENTION AND STORAGE

WHEREAS, the City of Newburgh Water Department possesses 15 intermediate bulk container ("IBC") totes, for which there is a cost associated to return to the supplier and which are no longer of value or use to the City; and

WHEREAS, the IBC totes can be repurposed for rainwater retention and storage; and

WHEREAS, this Council has determined that providing IBC totes to City residents at no charge for rain water retention and storage is in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 15 intermediate bulk container totes be declared surplus by the City of Newburgh and offered to City residents for the purpose of collecting and storing rainwater.

RESOLUTION NO.: 142 -2016

OF

JUNE 13, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO ADD TWO TEMPORARY INTERN POSITIONS IN THE
DEPARTMENT OF PLANNING AND DEVELOPMENT**

WHEREAS, the Department of Planning and Development proposes to add two temporary interns for the summer of 2016; and

WHEREAS, adding the two temporary summer intern positions in the Department of Planning and Development requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016 and funding for such temporary summer intern positions will be derived from the CDBG budget; and

WHEREAS, the City Council has determined that adding the two temporary summer intern positions in the Department of Planning and Development is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to add two temporary summer intern positions within the Department of Planning and Development with funding to be derived from the CDBG budget.

RESOLUTION NO. 143 - 2016

OF

JUNE 13, 2016

**A RESOLUTION AUTHORIZING THE
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTIES
LOCATED AT 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27)
AND 92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24)
SOLD AT PRIVATE SALE TO MICHAEL T. BROWN**

WHEREAS, the Council of the City of Newburgh, New York, by Resolution Nos. 259-2015 and 260-2015, respectively, of October 13, 2015, authorized the sales of 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) to Michael T. Brown; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before February 8, 2016; and

WHEREAS, by Resolution No.: 56-2016 of March 14, 2016, the City Council authorized a sixty (60) day extension to close on or before April 7, 2016; and

WHEREAS, Mr. Brown has successfully closed on 123 S. William Street and is in the process of completing the rehabilitation; and

WHEREAS, Mr. Brown has requested a further extension of time to close until August 31, 2016 as he intends to use the same construction crew to renovate each property and wishes to stagger the closings to minimize over-extension of his resources; and

WHEREAS, this Council has determined that granting the requested extension 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 an extension of time to close title for the properties located at 100 Courtney Avenue (Section 48, Block 1, Lot 27) and 92 Overlook Place (Section 45, Block 8, Lot 24) is hereby authorized until August 31, 2016.

RESOLUTION NO. 144 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING AN
EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY
LOCATED AT 63 GROVE STREET
(SECTION 26, BLOCK 6, LOT 7.1) SOLD AT PRIVATE SALE
TO PATRICK COUSINS

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 310-2015 of December 14, 2015, authorized the sale of 63 Grove Street (Section 26, Block 6, Lot 7.1) to Patrick Cousins; and

WHEREAS, the City Manager has granted the sixty (60) day allotted extension to close title on said premises on or before May 13, 2016; and

WHEREAS, in order to obtain the necessary funding the purchaser of the property has requested an additional extension of time to close title; and

WHEREAS, this Council has determined that granting the requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the extension of time to close title for the property located at 63 Grove Street is hereby authorized until September 16, 2016.

RESOLUTION NO.: 145 - 2016

OF

JUNE 13, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2016 CONSOLIDATED FUNDING APPLICATION OF SAFE HARBORS OF THE HUDSON, INC. TO THE OFFICE OF COMMUNITY RENEWAL, NEW YORK STATE HOUSING TRUST FUND CORPORATION FOR A NEW YORK MAIN STREET GRANT

WHEREAS, the New York Main Street Stabilization Program is intended to assist with environmental remediation and associated construction costs as well as other innovative approaches to stabilizing and developing downtown, mixed-use buildings and downtown and neighborhood revitalization efforts; and

WHEREAS, Safe Harbors of the Hudson intends to apply for funding under the New York Main Street Stabilization Program to support the restoration of the roof of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, Safe Harbors is collaborating with the Newburgh Community Land Bank and the City of Newburgh in the downtown location of the Ritz Theater to identify concentrated and well-defined Main Street areas to leverage and maximize the impact of funding on the community;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2016 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Stabilization Program to secure state funding for the Ritz Theater roof restoration.

RESOLUTION NO.: 146 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CORRECTION OF EXHIBIT "A" - "LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER" TO THE DEVELOPMENT AND LAND DISPOSITION AGREEMENT WITH MILL STREET PARTNERS, LLC TO CORRECT THE INADVERTENT OMISSION OF THE PROPERTY KNOWN AS 18 JOHNSTON STREET (SECTION 30, LOT 3, BLOCK 38) IN CONNECTION WITH THE REDEVELOPMENT OF CITY OWNED PROPERTIES KNOWN AS THE MID-BROADWAY SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

WHEREAS, the City Council has reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

WHEREAS, Section 5.04 of the Development Agreement authorized by Resolution No. 194-2012 of October 22, 2012 provides that "The City hereby agrees to sell and convey the City owned parcels listed in Exhibit A to the Developer in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law."; and

WHEREAS, Exhibit "A" - "List of City-Owned Parcels to be Conveyed to Developer" inadvertently omitted the property known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 on the official Tax Map of the City of Newburgh; and

WHEREAS, it was the intention of the City and the understanding of the Developer that 18 Johnston Street was a parcel included in the 1.8 acre principal site to be developed; and

WHEREAS, the City and the Developer wish to correct the omission in Exhibit "A" and to clarify that 18 Johnston Street was intended to be one of the parcels to be conveyed to the Developer pursuant to the Development and Land Disposition Agreement, as amended, and the Exhibits thereto; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City authorizes the correction to the Exhibit "A" - "List of City-Owned Parcels to be Conveyed to Developer" to include the inadvertently omitted the property known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 on the official Tax Map of the City of Newburgh and further authorizes the sale and conveyance of the City-owned parcel known as 18 Johnston Street, more accurately described as Section 30, Block 3, Lot 38 in accordance with the terms and provisions of the Development and Land Disposition Agreement with Mill Street Partners, LLC, as amended.

16-16

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is dated as of Oct. 23, 2012 and entered into by the City of Newburgh (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and Mill Street Partners, LLC, a limited liability company organized and existing under the laws of the State of New York, having an office at 853 Broadway, New York, New York 10003 (the "Developer").

RECITALS:

WHEREAS, in response to a Request for Qualifications (RFQ) solicitation by the City, the Developer was designated as the preferred developer to redevelop certain parcels of land commonly known as the Mid Broadway Redevelopment Opportunity located in the City of Newburgh; and

WHEREAS, the RFQ by the City sought proposals from private developers to create a dense, mixed use commercial and residential development which was sensitive to Newburgh's historic design aesthetic, environmentally sustainable, and which generated pedestrian use along Broadway; and

WHEREAS, such redevelopment is intended to include the acquisition, demolition and new construction of a mixed-use project consisting of housing and commercial components (the "Development") along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York; and

WHEREAS, the City desires that the Developer be formally designated as the Developer for the Development; and

WHEREAS, the City and the Developer acknowledge that the development of the Mid Broadway Redevelopment Opportunity is a public-private partnership whose success relies and depends upon the close coordination and collaboration between the City and the Developer to achieve the City's and Developer's redevelopment goals and objectives; and

WHEREAS, the parties intend for this Agreement to govern their relationship, and to set forth the respective roles and obligations of the parties with respect to the Development;

NOW, THEREFORE, in consideration of the foregoing recitals and underlying promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE I
TERMS OF ENGAGEMENT**

1.01 Agreement Term. This Agreement shall be effective as of the date hereof and shall expire twenty-four (24) months after its execution if the Developer has not secured the Public Funding sufficient to begin construction of the Development, or on the date on which a valid permanent certificate of occupancy is issued for the Development (or phase thereof, if the project is phased), or upon an earlier termination of this Agreement in accordance with the terms hereof. The term of this Agreement may be extended upon the mutual agreement of the parties hereto. Any provisions of this Agreement that are expressly identified to survive a termination of this Agreement shall survive such termination.

1.02 The Development. The Development shall consist of a mixed-use project consisting of housing and commercial components along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York. The Development may be constructed in one phase (consisting of approximately 103 residential rental apartment units, together with a ground floor supermarket and/or other retail space and sufficient parking spaces) or may be constructed as a

two-phase project [with the Phase 1 Project consisting of approximately sixty-seven (67) residential rental apartment units, together with a ground floor supermarket and/or other retail space and sufficient parking spaces and the Phase 2 Project consisting of the new construction of approximately thirteen (13) two-family attached residential townhomes, together with sufficient parking spaces]. In either case, total residential development shall not exceed 105 residential units and the Development shall provide, at a minimum, at least one parking space per residential unit.

(b) Notwithstanding anything contained herein to the contrary, the City and the Developer reserve the right to revise the above development program in order to create a financially feasible project which achieves the City's and Developer's redevelopment goals and objectives. The approval of the City under such circumstances shall not be unreasonably withheld or delayed and, if so approved, the parties shall use good faith efforts to negotiate such amendment(s) to this Agreement as may be necessary or appropriate.

1.03 Exhibits. This Agreement contains the following Exhibits, which are attached hereto and incorporated as though fully set forth herein:

Exhibit A: List of City-Owned Parcels To Be Conveyed to Developer

Exhibit B: Development Schedule and Milestones

Exhibit C: Escrow Agreement

1.04 Cooperation. The City and the Developer shall each cooperate with one another in good faith to successfully consummate the Development. Such cooperation shall include reasonable efforts to respond to one another as expeditiously as possible with regard to requests for information or approvals required under this Agreement. With regard to materials or documents requiring the approval of one or more parties, if such materials or documents are not

approved as initially submitted, then the parties shall engage in such communication as is reasonably necessary under the circumstances to resolve any issues so that approval may be given. A spirit of good faith and a mutual desire for the success of the Development, subject to applicable financial constraints and regulatory limitations, shall govern the parties' relationship under this Agreement.

1.05 Communication. In connection with the Development, the following individuals shall serve as the primary points of contact for each party:

For the City: Richard F. Herbek, City Manager

For the Developer: Patrick Normoyle, Manager

In all cases in this Agreement where information, notices and documents, etc. are to be transmitted from, between or among the parties, such transmission shall be made through the contact persons described above or such other persons as the City or the Developer, as applicable may hereafter designate, so as to keep one another informed of all material events, information and communications relating to the Development.

1.06 Developer not an Agent. The Developer is hereby formally designated as the developer for the Development. Notwithstanding anything to the contrary contained in this Agreement, the City shall not have any liability nor duty to any person, firm, corporation, or governmental body for any act or omission or commission, liability, or obligation of the Developer arising from the action or inaction of the Developer under this Agreement.

1.07 Time of Performance. The Developer shall use its good faith efforts to complete the Development and meet all Developer Milestones and Milestone Deadlines (as described in Exhibit B), subject to and conditioned upon (i) acquisition of the development sites by the Developer in accordance with Section 5.04 below; and (ii) receipt of all financing necessary to

complete the Development, including receipt of Public Funds (as hereinafter defined); provided, however, that notwithstanding the foregoing, upon the execution and delivery of this Agreement by all parties the Developer shall promptly commence initial planning, design and local municipal approval activities related to the Development. The City shall diligently perform their obligations contained herein as and when required of this Agreement.

1.08 Quality of Work under this Agreement. The Developer shall perform the duties required to effectuate the Development described herein in a competent and professional manner. The Developer shall furnish the skill and judgment necessary to complete the Development in compliance with the Development Schedule and in an expeditious and efficient manner consistent with the terms and provisions of this Agreement.

ARTICLE II OVERALL DESIGN AND APPROVAL RESPONSIBILITIES

The Developer shall, at its sole cost and expense, have the authority and obligation, subject to and conditioned upon (i) acquisition of the development sites by the Developer in accordance with Section 5.04 below; and (ii) receipt of all financing necessary to complete the Development, including receipt of Public Funds, to:

2.01 Complete the Design of the Project. (a) The Developer will oversee and complete the design of all elements of the Development described in this Agreement, including the plans and specifications for each Project (the "Plans and Specifications").

2.02 Obtain Permits and Other Approvals. The Developer shall diligently and in good faith pursue such actions as may be reasonably necessary or appropriate to obtain all building and construction permits, licenses, easements, and local governmental approvals necessary to obtain, establish, or construct the Development, including necessary utilities, roads, and other infrastructure improvements contemplated by the construction documents for the

Development (the "Construction Documents"). The City will provide reasonable assistance in obtaining these items, if and to the extent requested by the Developer.

2.03 Reimbursable Municipal Expenses. In addition to other costs to be paid as described in this Agreement, and fees legally required to be paid to the City as part of the zoning and building permit process, the Developer shall be liable for and shall reimburse the City for all of the reasonable costs and expenses paid by the City to its consultants' for adopting modifications to the City's Zoning Ordinance to permit the proposed development and reviewing the Project under SEQRA (subject to SEQRA's statutory fee limitation), and for all other reasonable consultant expense incurred by the City in furtherance of the Project (including, but not limited to, defending any lawsuits, environmental consultant costs, and the review and analysis of Developer's financial information) (the "Reimbursable Municipal Expenses"), subject to the periodic review and approval of the consultant expenses in accordance with the Escrow Agreement attached hereto as Schedule C. Subject to Developer's right to dispute bills and invoices presented to it hereunder, the City shall pay Reimbursable Municipal Expenses in accordance with the terms and conditions of the Escrow Agreement, (subject to Developer's obligation to replenish said Escrow as set forth therein). Upon the execution of this Agreement and the Escrow Agreement (attached hereto as Schedule C) by all parties hereto, the Developer shall deposit with the City an advance in the amount of \$10,000.00 Dollars, which funds shall be held in a separate account maintained by the City (the "Escrow Account"), and applied solely to the payment of Reimbursable Municipal Expenses. When the Escrow Account is reduced below \$5,000.00 , the Developer shall deposit an additional sum of money so as to maintain the Account at or near \$ \$10,000.00. In the event of a dispute concerning Reimbursable Municipal Expenses the parties shall promptly confer in a good faith effort to resolve the dispute, provided,

that such dispute shall not be cause for non-performance by any party of any of its obligations hereunder.

2.04 Comply with Laws and Permits. The Developer shall cause the Development to be designed and constructed in compliance with all applicable Federal, state and local laws, codes, ordinances, rules and regulations.

2.05 Complete Construction. The Developer shall complete the construction of each Project in accordance with the Plans and Specifications.

2.06 Oversee Marketing. The Developer shall direct and oversee all marketing efforts for the Development in order to ensure that the residential units are leased and/or sold to qualified applicants and the commercial space is leased and/or sold to commercial tenants pursuant to leases or other agreements negotiated by the Developer.

ARTICLE III PROJECT FINANCING AND CLOSINGS

3.01 Public Funds. The Developer will seek to secure public funding including various grants, subsidies, private equity through various tax credit programs, and conventional financing sufficient to fund the project costs associated with the Development. The funding programs may include but not be limited to the following funding programs: Low Income Housing Tax Credit program (including both the "4%" and "9%" programs), New York State Housing Trust Fund program, New York State HOME program, New York State Affordable Home Ownership Development program, Orange County HOME program, Federal Home Loan Bank of New York Affordable Housing Program, and other relevant funding programs. The

Developer will provide copies of all funding applications submitted for the Development to the City. In addition, the Developer will provide copies of all market studies, environment site assessments, and any geotechnical reports prepared for the Development. If the Developer has not secured the Public Funding sufficient to begin construction of the project within twenty-four (24) months of the execution of this agreement, the Developer may, at its election, extend the term of this agreement for another twelve (12) month period by making a payment of \$50,000 to the City and the approval by a majority vote of the City Council.

3.02 Designation as a Priority Project. To secure the completion of the Development in accordance with this Development Agreement, the City shall designate the Mid Broadway Redevelopment Project as a Priority Project of the City of Newburgh and shall cooperate with the Developer in securing the Public Funds needed to complete the Development. The City shall issue letters of support, resolutions of support, and other evidence of the Development's designation as a Priority Project for the City of Newburgh. Given the importance that the sources of Public Funds place on local financial support, the City shall also prioritize the Mid Broadway project when awarding funding from the City grant programs, including but not limited to funding from the City's Community Development Block Grant (CDBG) program.

3.03 Payment in Lieu of Taxes (PILOT). In order to create a financially viable project, the City shall grant a PILOT to the Development. The term and level of payments for the Development will be determined within one hundred eighty (180) days of execution of the Development Agreement.

3.04 Closing. The City and the Developer will participate in one or more closings for the construction financing of the Development, at which time all of the documents as may be required by the lenders and investors for the construction of the Development (or phase thereof) will be executed (the "Project Documents").

3.05 Deed. The Project shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to complete construction of the Project in compliance with all State, County and Local standards for occupancy within thirty (30) months of the date of the deed. Within such thirty (30) month time period the Developer must obtain a Certificate of Occupancy for all buildings within the Project. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the thirty (30) month period. If the Developer has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy is issued.

ARTICLE IV DEVELOPER MILESTONES AND MILESTONE DEADLINES

4.01 Upon a good faith reasonable determination by the City of the achievement of any Completion Milestone described in Exhibit B and at the request of the Developer, the City shall issue a written Certificate of Completion with respect to such Milestone. Such Certificate of Completion shall constitute the City's confirmation that the Milestone has been completed in compliance with this Agreement. The City and the Developer agree to negotiate in good faith

and determine such additional or different Milestones and/or Milestone Deadlines during the planning of the Development as may be necessary to effectively and efficiently complete the Development.

**ARTICLE V
DUTIES AND RESPONSIBILITIES OF THE CITY**

5.01 In General. The City shall promptly review any matter submitted by the Developer for approval hereunder and advise the Developer of approval or of why approval is being reasonably withheld. In connection with any request for approval of the Development, the City shall respond to any request within ten (10) business days.

5.02 Development Support. The City shall provide assistance for the Development with local governmental agencies and other similar applicable parties, and will consider reasonable requirements imposed on the Development by any lenders and equity investors lending to or investing in the Development. The City shall provide assistance reasonably requested by the Developer in obtaining licenses, approvals, permits and other cooperation from local, state, and Federal agencies and local governmental bodies; provided, however, that except as otherwise specifically described herein, the Developer shall have the primary responsibility for obtaining such approvals and cooperation.

5.03 Specific Responsibilities. The City shall:

A. Act reasonably and take all reasonable actions as are within its authority and as are reasonably necessary to complete the development and construction of each Project;

B. Investigate the feasibility and advisability of approving requests by the Developer (or where the granting authority is another governmental entity, consider recommending that such entity approve such request of the Developer), including but not limited to the following:

- i. adopting modifications to the City's Zoning Ordinance to permit the proposed Development;
- ii. authorizing (through a license agreement between the City and the Developer) the use of up to twenty-six (26) parking spaces in the Lander Street Parking Lot, to be used solely by the Development, in each instance subject to any applicable requirements of the City Code.

5.04 Acquisition and Conveyance of Development Sites. (a) The City hereby agrees to sell and convey the City owned parcels listed in Exhibit A to the Developer in accordance with the terms and provisions of this Agreement and subject to compliance with applicable law. Insurable title to the development parcels shall be conveyed by the City to the Developer at or prior to closing of the construction financing for the Development (or phase thereof) subject only to such exceptions to title as the Developer (and its financing sources) may approve, which approval will not be unreasonably withheld.

(b) The purchase price for the City owned parcels shall be subject to and conditioned upon (x) an appraisal of the highest and best use prepared by a licensed appraiser in conformance with the Uniform Standards of Professional Appraisal Practice; (y) any additional requirements dictated by each Project's financing sources, including the sources of Public Funds; and (z) the Developer's receipt of all financing necessary, including receipt of Public Funds described in Section 3.01 above, sufficient to complete the Development as herein described.

(c) The closing of the transfer of title for the City owned parcels shall occur at or prior to the closing of the Developer's construction financing for the Development (or phase

thereof). Any and all closings shall be held at the offices of the Developer's construction lender or such lender's counsel's office. At each such closing the City shall execute and deliver to the applicable Owner Entity a bargain and sale deed in recordable form with covenants against grantor's acts. The City shall be responsible for all taxes, assessments and water and sewer rents accrued against the City owned parcels as of the date preceding the closing date for the conveyance of such parcels. The Developer shall be responsible for all taxes, assessment and water and sewer rents accruing against the conveyed parcels on and after the closing date for such parcels. The City, as applicable, shall pay and be responsible for any and all real property transfer and similar taxes.

ARTICLE VI

TERMINATION, DEFAULT AND REMEDIES

6.01 Events of Default. Any of the following shall constitute an "Event of Default" by the Developer under this Agreement, subject to the provisions of Section 6.02, if such event has a material adverse impact upon the Development:

- (a) failure of Developer to complete any Milestone by the applicable Milestone Deadline within sixty (60) days after receiving written notice of such failure by the City, subject to the provisions of Sections 6.02 and 6.04 below;
- (b) failure of the Developer to pay or perform any other material obligation of Developer under this Agreement, and such failure continues and remains uncured for a period of sixty (60) days after receiving written notice thereof by the City; provided, however, that if such failure cannot reasonably be cured within such sixty (60) day period, the Developer shall have a period of sixty (60) additional days to cure such failure, so long as the Developer diligently pursues such cure;

- (c) if any representation of Developer under this Agreement is or becomes untrue or inaccurate in any material adverse respect and is not cured or commenced to be cured within sixty (60) days after receiving written notice thereof by the City;
- (d) if (i) the Developer consents to the appointment of a receiver, trustee or liquidator for the Development or for any substantial part of its property, or (ii) a bankruptcy or similar proceeding is commenced by the Developer under the laws of any jurisdiction, or if any such proceeding is and such proceeding commenced against the Developer under the laws of any jurisdiction is not stayed or dismissed within ninety (90) days after its institution; or
- (e) the unilateral withdrawal by the Developer as the Developer of the Development.

If an Event of Default shall occur and continue beyond the expiration of any applicable notice and cure period, the City may terminate this Agreement with respect to the Development or phase thereof, whichever shall be the subject matter of such Event of Default, upon giving written notice thereof to the Developer, and may exercise all other rights or remedies available to it in law or in equity.

6.02 Force Majeure. If the Developer is delayed in achieving any Developer Milestone due to unforeseeable causes beyond the control of the Developer, then the applicable Developer Milestone shall be extended for a period of time corresponding to the period of delay, with a reasonable adjustment to any other applicable milestones affected by the delay. Such causes include, but shall not be limited to acts of God, war, terrorism or public enemy, acts of any governmental entity or agency in either its sovereign or contractual capacity (including the failure of any governmental entity or agency to timely issue any necessary permits or approvals), fires, floods, epidemics, strikes or labor disputes, freight embargoes, unusually severe weather,

delays of any subcontractor or supplier arising from unforeseeable causes beyond the control of the Developer, or litigation by third parties.

6.03 No Fault Termination. Notwithstanding the foregoing, Developer shall not be in default of this Agreement and this Agreement may be terminated by the Developer upon notice to the City and if, through no fault of the Developer, (a) one or more environmental, geophysical or similar conditions detrimental to the Development is discovered and the cost to be borne by the Developer is extraordinary and renders the Project infeasible, or (b) the Developer, through no fault of its own (including, but not limited to, due to rejection of an application to one or more applicable funding sources for a portion of the Public Funds), cannot obtain the necessary financing to complete the Development (or phase thereof). If this Agreement is so terminated, no party shall have any liability to the others hereunder with respect to the Development (or phase thereof), whichever shall be the subject matter of such termination.

6.04 Default by the City. In the event that the City materially fails to comply with the terms of this Agreement and such failure causes a delay in the development process or in the achievement of one or more Milestones, then the Developer shall be provided with an extension of the appropriate or affected Milestone Deadlines in order to allow additional time to complete the work affected by such default or, at the option of the Developer, the Developer may terminate this Agreement with respect to the Development, but only if the City fails to cure such default and comply with the terms of this Agreement within a period of sixty (60) days after receiving written notice thereof from the Developer. Upon such termination, the Developer may exercise any right or remedy available to it in law or at equity.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.01 Representations of the Developer. As of the date of this Agreement, the Developer represents that:

A. *Organization and Powers.* The Developer is a limited liability company, validly existing and in good standing under the laws of the State of New York. The Developer has the power and authority to own its assets and properties, to carry on its activities as now conducted by it, to execute, deliver and perform this Agreement.

B. *Authorization, Binding Agreement.* The execution, delivery and performance by the Developer of this Agreement have been duly authorized by all requisite action.

C. *Litigation.* There is no known action, suit or proceeding pending or, to the best knowledge of the Developer, threatened before any court or government or administrative body or agency which may reasonably be expected to (i) result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the Developer, or (ii) impair the ability of the Developer to perform its obligations under this Agreement.

7.02 Representations of the City. As of the date of this Agreement, the City represents that:

A. *Power, Binding Agreement.* The City has the power, authority and legal right to enter into and perform this Agreement, the execution, delivery and performance of which have been duly authorized by all requisite action.

B. *No Litigation.* There are no pending or, to the best knowledge of the City, threatened actions or proceedings before any court or administrative agency which would materially adversely affect the ability of the City to perform their obligations under this

Agreement, or any other agreement or instrument entered into by the City pursuant to this Agreement.

ARTICLE VIII INDEMNIFICATION

8.01 Indemnification by the Developer. The Developer shall indemnify, defend and hold the City and its respective officers, elected officials, employees and agents harmless from and against all claims, damages, demands, liabilities, obligations and causes of action of any kind whatsoever brought by third parties and suffered by the City (collectively "Claims"), including, but not limited to costs, expenses and reasonable attorneys' fees expended in settlement or defense of any Claim, if and to the extent caused by the fraud, gross negligence or willful misconduct of the Developer or any of its respective officers, directors, employees or agents.

8.02 Indemnification by the City. The City shall indemnify, defend and hold the Developer and its respective affiliates officers, directors, employees and agents harmless from and against all claims, damages, demands, liabilities, obligations and causes of action of any kind whatsoever brought by third parties and suffered by the Developer (collectively "Claims"), including, but not limited to costs, expenses and reasonable attorneys' fees expended in settlement or defense of any Claim, if and to the extent caused by the fraud, gross negligence or willful misconduct of the City or any of its respective officers, elected officials, employees or agents.

ARTICLE IX MISCELLANEOUS

9.01 Notices. All notices, requests, demands, approvals or other communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed

given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

If to City: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Richard F. Herbek

With copies to: City of Newburgh
83 Broadway
Newburgh, NY 12550
Attn: Michelle Kelson, Esq.

If to Developer: Mill Street Partners, LLC
853 Broadway
New York, NY 10003
Attn: Patrick Normoyle

With copies to: Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany NY 12207
Attn: Steve Heyman

9.02 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transaction contemplated by this Agreement.

9.03 Assignment. This Agreement shall not be assignable by any party, without the prior written consent of the other parties; provided, however, that the Developer may, without such consent but with notice to the City per Section 9.01, assign or sub-contract this Agreement or any of its rights and responsibilities hereunder to an affiliate of the Developer or to an entity controlled by, or under common control with, the Developer, but no such assignment shall relieve the Developer of its obligations hereunder absent the prior written consent of the City.

9.04 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.

9.05 Interpretation and Governing Law. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by all parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of New York.

9.06 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.

9.07 Final Agreement. Unless otherwise provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.

9.08 Modification of Agreement. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby. This Agreement may not be altered, modified, rescinded, or extended orally.

9.09 Waivers. The failure of any party to insist in any one or more case upon the strict performance of any of the obligations under this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy. No waiver by any party of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the party to be charged. In addition to the other remedies herein provided, either party may restrain by injunction the violation or threatened violation of either parties obligations under this Agreement and may obtain specific performance by either party of its obligations under this Agreement.

9.10 Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

9.11 Certain Approvals. Unless otherwise stated, all approvals or consents required of either party hereunder shall not be unreasonably withheld, delayed, conditioned or denied.

9.12 References to this Agreement. All references to this Agreement shall include all documents and exhibits incorporated by reference.

9.13 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

9.14 Construction. Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.

9.15 Authority to Execute. The undersigned represent and warrant that they are duly authorized to execute and deliver this Agreement.

9.16 Resolution of Disputes. It is mutually agreed by and among the parties, that the respective parties hereto shall and they hereby do agree to resolve all claims, controversies, disputes and disagreements (collectively, a "Dispute") by submitting the Dispute to determination by mediation. In the event the parties are not able to resolve a Dispute through mediation, any party may bring an action in any Federal or New York State court of competent jurisdiction located within the City, County and State of New York.

9.17 Non Discrimination. The Developer covenants and agrees that it shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting

discrimination or segregation by reason of age, race, creed, religion, sex, color, national origin, ancestry, sexual orientation or affectional preference, disability, or marital status in the sale, lease or occupancy of the Phase 1 Project or Phase 2 Project, or any part thereof.

**ARTICLE X
ACCESS TO THE DEVELOPMENT PARCELS**

10.01 Access to Development Parcels. From and after the date of this Agreement, the City hereby grants to the Developer and Developer's employees, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the City-owned parcels listed in Exhibit A and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary for the purposes of inspecting the property which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, and such other tests and evaluations as are reasonably required for an evaluation of the property and the prosecution of any applications for governmental approvals.

10.02 Compliance with Existing Laws. Developer agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

10.03 Indemnification and Hold Harmless. Developer hereby agrees to defend, indemnify and hold City harmless against any claims, actions and proceedings brought against City arising out of, in connection with and/or relating to Developer's use of the premises. Developer has posted evidence of and shall maintain public liability insurance naming the City as additional insured in a minimum coverage amount of One Million (\$1,000,000.00) Dollars.

Such insurance shall be maintained until either the City-owned parcels are conveyed to the Developer or this agreement is terminated subject to the terms of this agreement.

10.04 Third Party Contractors and Consultants. Developer may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Developer retains such agents, Developer and such agents shall name the City as additional insured under insurance coverage concerning Developer's performance of the tasks referenced herein.

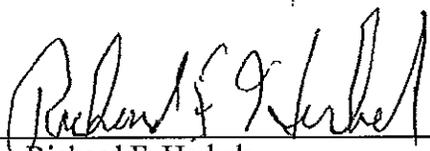
10.05 Commencement. The license or privilege hereby given shall commence upon the execution of this development agreement between City and Developer.

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

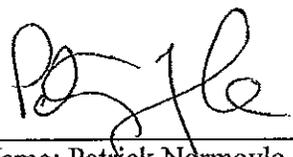
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IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized signatories on or as of the date first written below.

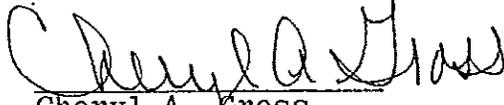
CITY OF NEWBURGH

By:  10/23/12
Name: Richard F. Herbek
Title: City Manager
Date

MILL STREET PARTNERS, LLC

By:  10/23/12
Name: Patrick Normoyle
Title: Manager
Date

APPROVED AS TO FORM


Cheryl A. Gross
Comptroller

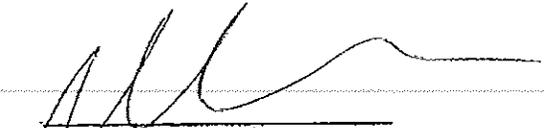

Michelle Kelson
Corporation Counsel

EXHIBIT A

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

EXHIBIT B
DEVELOPMENT SCHEDULE
and
MILESTONES

EXHIBIT A

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

SBL	Address	Assessed Value
30-3-24	132 Broadway	2,100
30-3-25	136 Broadway	2,100
30-3-26	138 Broadway	1,600
30-3-27	140 Broadway	1,300
30-3-28	142 Broadway	1,300
30-3-29	142A Broadway	500
30-3-30	144 Broadway	1,300
30-3-31	146 Broadway	1,500
30-3-32	148 Broadway	2,100
30-3-33	6 Johnston Street	1,000
30-3-34	10 Johnston Street	1,600
30-3-35	12 Johnston Street	1,600
30-3-37	16 Johnston Street	4,300
30-3-23	6 Lander Street	1,800
30-3-22	8 Lander Street	5,800
30-3-21	14 Lander Street	2,400

**EXHIBIT B
DEVELOPMENT SCHEDULE AND MILESTONES ***

The City and the Developer shall use good faith efforts to adhere to the following development schedule and to meet the development milestones noted below. All deadlines are based on execution of the final development agreement.

Milestone	Deadline**
Execute Development Agreement	October 23, 2012
Developer Commences Preparation of Preliminary Engineering and Site Plan	October 24, 2012
City Commences Preparation of Zoning Modifications to Permit Development	November 13, 2012
Developer submits applicable applications and/or petitions for project approvals within the jurisdiction of the City and its municipal boards ("City Approvals")	March 1, 2013
City Adopts Zoning Modifications to Permit Development	April 1, 2013
Developer Submits NYS HCR or NYS HFA Funding Application	NYS HCR: November 29, 2012 or NYS HFA: January 15, 2013
COMPLETION MILESTONE 1: Developer Obtains Financing Commitments	Sixty (60) days from receipt of written funding award from NYS HCR or NYS HFA
COMPLETION MILESTONE 2: Developer Secures All City Approvals	Ninety (90) days from receipt of written funding award approval
Developer Completes Plans and Specifications	One hundred fifty (150) days from receipt of written funding award approval
COMPLETION MILESTONE 3: Developer Obtains Building Permit	One hundred eighty (180) days from receipt of written funding award approval
COMPLETION MILESTONE 4:	Two hundred seventy (270) days from

Developer Closes on Project Financing	receipt of written funding award approval
Developer Commences Construction	Thirty (30) days from closing of project's construction financing
COMPLETION MILESTONE 5: Developer Completes Construction	Twenty one (21) months after commencement of construction

* If the Project is executed as two distinct phases, the above schedule will apply to the Phase 1 project. The Development Schedule and Milestones for the Phase 2 project will be determined after commencement of construction of the Phase 1 project.

** All deadlines assume, and are contingent upon, execution of the Development Agreement by the City and the Developer by October 23, 2012.

EXHIBIT "C"

ESCROW AGREEMENT

THIS AGREEMENT is made this 23rd day of October, 2012, by and between THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, Newburgh, New York 12550 (the "City") and the MILL STREET PARTNERS LLC, a limited liability company organized under the laws of the State of New York with offices at 853 Broadway, New York, New York 10003 (the Developer):

WITNESSETH:

WHEREAS, the City desires to facilitate redevelopment of the City's downtown and promote a mixture of residential, retail and other appropriate uses on City-owned property, more commonly referred to as the Mid-Broadway Opportunity; and

WHEREAS, the City and the Developer entered into a Development Agreement dated _____, 2012 (the "Development Agreement"), for a mixed-use project consisting of housing and commercial components along Broadway, Johnston Street, and Lander Street in the City of Newburgh, New York; and

WHEREAS, the Developer, pursuant to the Development Agreement, provided an escrow deposit of \$ _____ to reimburse the City for outside consultant and other expenses incurred by the City in furtherance of the Project; and

WHEREAS, the Developer and the City have entered into a Development Agreement, in order to set forth certain understandings among them with respect the environmental review concerning the implementation of the Project, subject to the New York State Environmental Quality Review Act and the regulations promulgated thereunder by the Commissioner of the New York State Department of Environmental Conservation (collectively, "SEQRA"); and

WHEREAS, the Development Agreement provides, among other things, that the Developer shall be liable for and reimburse the City for all reasonable costs and expenses paid by the City to its consultants for reviewing the Developer's application for the Project (the "Application") under SEQRA, and for other consultant expenses incurred by the City in furtherance of the Project ("City Expenses"); and

WHEREAS, the City and the Developer wish to enter into an Escrow Agreement to govern the payment by the Developer of the City Expenses of the City and its Consultants pursuant to the terms and conditions set forth therein; and

WHEREAS, the City and the Developer 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 Developer agree as follows:

1. Escrow Agent. The City and the Developer 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 City's Expenses, as those terms are hereinafter defined.

2. Escrow Fund. The Developer will deposit with the City the sum of Ten Thousand Dollars (\$10,000 .00) (the "Initial Deposit"), which shall be placed in an interest bearing account, and interest earned thereon shall be added thereto (the Initial Deposit, together with Additional Deposits as hereinafter defined, and the interest earned thereon shall be referred to as the "Escrow Fund").

3. Use of Escrow Fund. The Escrow Fund shall be used to pay for all City Expenses.

4. Consultants. The City reserves the absolute right in its full discretion to retain and control the work of the consultants in connection with their review of the Application and/or terminate their retention.

5. 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. 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 Developer as soon as reasonably possible after receipt of same, for review and approval.

6. Automatic Approval of Invoices. Unless the Escrow Agent receives a written objection to any Consultant Invoice within seven (7) business days of the Developer's receipt of such Invoice, the Escrow Agent shall promptly release that amount of the Escrow Fund to pay the invoiced City Expenses. All objections hereunder shall provide a detailed elaboration describing the disputed task and associated costs. The Escrow Agent may pay from the Escrow Fund any undisputed portion of the Consultant Invoice as set forth above. In making payment of any of the City Expenses out of the Escrow Fund, the Escrow Agent shall be entitled to rely upon 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; provided, however, that upon each payment of the City Expenses out of the Escrow Fund, the Escrow Agent shall provide the Developer with a true and correct copy of the invoice or bill being paid.

7. Appeals Procedure. In the event the Developer timely objects to any Consultant Invoice as set forth above, the Escrow Agent and the Developer shall affirmatively seek to resolve said disagreement in a timely manner. If they are unable to resolve the disagreement within ten (10) days of the Escrow Agent's receipt of the written objection as set

forth above, the Escrow Agent shall refer such dispute to the City Attorney ("City Attorney") for its review and determination. The Escrow Agent shall provide the City Attorney with true and correct copies of all written records relevant to the dispute, and the City Attorney shall examine the record and issue a written decision within ten (10) business days of its receipt of the written objection regarding the reasonableness of the disputed expense. The determination of the City Attorney shall be reasonable and binding. The Developer agrees that the Escrow Agent may pay from the Escrow Fund reasonable City Expenses as determined by the City Attorney.

8. Accounting. The Escrow Agent shall provide the Developer with a full written accounting of the Escrow Fund within thirty (30) days of any written request thereof.

9. Additional Deposits.

(i) The Developer agrees to ensure that throughout the City's review of the Application, and until all Consultants Invoices regarding the City Expenses have been submitted and paid in full as set forth herein (the "Termination Date"), the Escrow Fund shall be replenished to \$10,000.00 at any time the balance is below \$5,000.00 by making additional deposits ("Additional Deposits") in such amount or amounts as the Escrow Agent, in its sole and reasonable discretion, shall determine is necessary to replenish the Escrow Fund to \$10,000.00. Such Additional Deposits shall be made by the Developer within ten (10) business days after written request for same is made by the Escrow Agent. In no event shall the Escrow Fund remain in effect more than 60 days after the Termination Date.

(ii) In the event the Developer fails or refuses to make such Additional Deposits in such amounts and in the manner required herein, then notwithstanding anything to the contrary contained or agreed to in any other contract or agreement between the Developer and the City, the City shall, at its sole option, stop processing the Application unless and until such time as the Developer makes such Additional Deposit.

10. Payment of All Consultants Invoices. The Developer agrees that in the event it withdraws the Application or otherwise terminates the City's review of the Application, all City Expenses incurred up to and including that point in time shall be paid out of the Escrow Fund pursuant to the terms set forth herein, including, those costs incurred but not yet submitted to the Escrow Agent for payment.

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 the City Attorney undertake to perform only such duties as are specifically set forth in this Escrow Agreement. The Escrow Agent and the City Attorney 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 Developer, in equal part, shall indemnify the Escrow Agent and the City Attorney 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 the City Attorney 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: Richard F. Herbek, City Manager

City of Newburgh
City Hall – 83 Broadway
Newburgh, New York 12550
Attention: Cheryl Gross, 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 Developer:

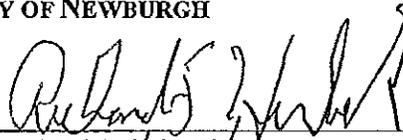
Mill Street Partners, LLC
853 Broadway
New York, New York 10003
Attention: Patrick Normoyle

With a copy to: Cannon Heyman & Weiss
54 State Street, 5th Floor
Albany, New York 12207
Attention: Steve Heyman, Esq.

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

CITY OF NEWBURGH

By:



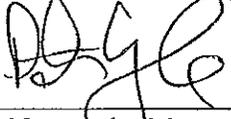
Richard F. Herbek, City Manager

Dated:

10/23/12

MILL STREET PARTNERS, LLC

By:



Patrick Normoyle, Manager

Dated:

10/23/12

RESOLUTION NO.: 112 -2013

OF

MAY 28, 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH CERTIFIED APPRAISAL SERVICE
FOR PROFESSIONAL APPRAISAL SERVICES AT A COST OF \$4,500.00
TO PREPARE AN APPRAISAL OF CITY-OWNED PROPERTIES
KNOWN AS THE MID-BROADWAY SITE

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

WHEREAS, the Development Agreement obligates the City to obtain an appraisal of the highest and best use prepared by a licensed appraiser in conformance with the Uniform Standards of Professional Appraisal Practice in order to determine the acquisition price of the City-owned property; and

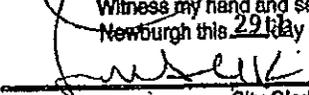
WHEREAS, it is necessary and appropriate to retain licensed appraiser to perform this service; and

WHEREAS, after due consideration and evaluation the firm of Certified Appraisal Service has been identified as qualified, able and cost-effective and the preferred firm to provide said services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh with Certified Appraisal Services to prepare an appraisal of the City-owned properties known as the Mid-Broadway site at a cost of Four Thousand Five Hundred (\$4,500.00) Dollars.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 28, 2013
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 29 day of May 20 13


City Clerk

COMPLETE APPRAISAL
OF REAL PROPERTY

Mid-Broadway Redevelopment Project
Mill Street Partners
Proposed Mixed-Use & Residential Development
17 City Parcels
CAS File #N13-0174

IN A SUMMARY REPORT

As of July 15, 2013

Prepared For:

Ms. Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12250

Prepared By:

Certified Appraisal Service
626 East Main Street
Middletown, NY 10940
845-343-6463

CERTIFIED APPRAISAL SERVICE

CERTIFIED APPRAISAL SERVICE

626 East Main Street, Middletown, NY 10940
Phone (845)-343-6463 Fax (845) 343-7733

August 30, 2013

Ms. Michelle Kelson
Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Mid-Broadway Redevelopment Project
Mill Street Partners
Proposed Mixed-Use & Residential Development
17 City Parcels
CAS File #N13-0174

Dear Ms. Kelson:

In fulfillment of our agreement as outlined in the Letter of Engagement, Certified Appraisal Service is pleased to transmit our complete summary narrative appraisal report estimating the market value of the fee simple estate in the subject property.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. This report is not to be used in connection with obtaining financing or establishing an assessment or taxable value.

This report was prepared for the above addressed client in connection with establishing a fair market sale price that will be used in negotiation with an appointed developer of the project. This appraisal is not to be considered as a recommendation to the Seller, Client, buyer or anyone to buy, sell, develop, finance or do anything with the property. It may not be distributed to or relied upon by other persons or entities without written permission of Certified Appraisal Service.

This appraisal report has been prepared in accordance with our interpretations of your guidelines, the regulations of OCC and the Uniform Standards of Professional Appraisal Practice, including the Competency Provision and The Financial Institutions Reform, Recovery and Enforcement act (FIRREA) and the guidelines of federal regulatory agencies.

The property was inspected by and the report was prepared by William E. Buchalter, New York and Florida, Certified General Appraiser.

Ms. Kelson, Esq.
City of Newburgh
Mid-Broadway Redevelopment Project

Page 2

August 30, 2013

As described herein, the subject site contains some 17+/-city tax parcels comprising approximately 2.38 acres of land situated on the north side of Broadway between Johnston and Lander Street in the City of Newburgh, New York. As of the appraisal date, the project has received concept approval from the City of Newburgh for up to a maximum of 105 residential units plus an unspecified amount of ground floor retail space suitable for a "supermarket" as stated in City Resolution 194-2012 dated October 22, 2012. The prospective developer "Mill Street Partners, LLC sought to amend the city resolution terms as it relates to the number and size of the units to be built and has purportedly completed preliminary market study addressing the residential component of the project. The developer has proposed that the project size be amended to 91 residential units and 12,400 square feet of retail space.

Due to the amended size of the project (reference is made to 91-105 units) and the somewhat lack of confirmed specific plans, project details and financing, the Appraiser has had to rely on Client and Developer provided data and concept materials to develop an estimated value for the site. Such value is considered to be prospective and somewhat hypothetical in nature, that is, it is based on conditions that do not presently exist but are assumed to exist for the purpose of the report. The report results are presented in a range and based on the number of units that are proposed for the site, even though such number of units may ultimately vary based on financing and other factors.

In order to go forward, the project will require subsidies from one or more of several federal, state and/or local agencies. The residential component is proposed to be financed through the NY State Housing Finance Agency. The commercial component financing is yet to be identified in any specific terms. Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property from a marketing perspective of the undeveloped vacant land subject to the necessary approvals for the residential units only. The retail commercial component is not considered to be a viable free market economic addition to the site or project at this time and is therefore not given any value.

Further, it is recognized that the value stated herein is based on the *extraordinary assumption* that the property will be legally suitable to develop, and that financing can be obtained for development of up to 91 residential apartment units, commonly referred to as "affordable housing".

Ms. Kelson, Esq.
City of Newburgh
Mid-Broadway Redevelopment Project

Page 3

August 30, 2013

Therefore, based on our inspection and analysis, we have formed the opinion that the most likely sales price for the subject property, subject to obtaining approvals and financing for up to 91 units of affordable housing and subject to the assumptions, limiting conditions, certifications, and definitions contained herein, as of July 15, 2013, is approximately as follows:

91 Units @ \$4,800/unit = \$436,800 Say... \$437,000

(Four Hundred Thirty Seven Thousand Dollars)

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits and Addenda.

Respectfully Submitted,

CERTIFIED APPRAISAL SERVICE



William Buchalter
Certified General Appraiser
NYS Certification #46-5527

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name: Mid-Broadway Redevelopment Project

Location: Broadway, Johnston and Lander Street
Newburgh, New York

General Overview: The subject site contains some 17+/- city tax parcels comprising 2.38 acres of vacant land that, as of the appraisal date, had received concept approval for 105+/- apartment style affordable apartment units plus approximately 12,400 square feet of retail space. The developer is recommending 91 units to be built.

Interest Rights Appraised: Fee Simple

Tax Description: Various Tax Parcels (See detail sheet)
City of Newburgh, NY

Land Size: 2.38 +/- Acres

Inspection Date: June 22, 2013

Effective Appraisal Date: July 15, 2013

Date of Report: August 30, 2013

Value By Market Data Approach: \$437,000

Highest And Best Use: Residential Multi-Family Apartments

Reputed Owner: City of Newburgh

Value Conclusion: \$437,000

CAS

CERTIFIED APPRAISAL SERVICE

Introduction

Purpose of Appraisal and Limitation of Use

The purpose of this appraisal is to estimate the market value of the property as of July 15, 2013 in connection with establishing a fair market sale price that will be used in negotiations with an appointed developer of the project. The report is intended for its specified use. It may not be distributed to or relied upon by other persons or entities without written permission of Certified Appraisal Service. Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property only from a marketing perspective of the undeveloped approved units. It is recognized that the value stated herein is based on the hypothetical condition that the property is suitable for development of 91 restricted units commonly referred to as "affordable housing". Liability of the appraiser, the appraisal company and its employees is limited to the fee collected for the preparation of the appraisal.

Extent of the Appraisal Process

The preparation of this appraisal consisted of:

- Inspection of the site on 6/22/13 and discussion with the developer, Mill St Partners, LLC and project market study consultant, Mr. Scott Allen of GAR Associates.
- Research and collection of market data related to occupancies, asking rents, concessions, development costs and operating expenses of competing properties which included interviews with surveyors, engineers and on-site managers and a review of our own data base from previous appraisal files.
- An exterior inspection of comparable sales data was made when appropriate.
- Market inquiries into recent sales of similar properties to ascertain sale prices per unit, per square foot, per acre, etc. This process involved telephone interviews with sellers, buyers and/or participating brokers.
- Some degree of due diligence to determine the existence of apparent adverse conditions.
- Development of the appropriate approach(es) to value.
- Arriving at a value conclusion and writing this report.

CAS

CERTIFIED APPRAISAL SERVICE

1045

Introduction

Method of Appraisal

This report is designed as a summary complete narrative report. Three standard methods of appraisal were considered.

1. The Market Data Approach indicates a value based upon an analysis of sales of similar type properties.
2. The Cost Approach is utilized to reflect the replacement cost of the improvements, less depreciation, plus the value of the land.
3. The Income Approach is used to reflect value based upon the potential income stream generated by the real estate.

The subject property consists primarily of vacant land. There is one small residential improvement that is to be acquired by the developer but not included in this valuation. Vacant land does not generally lend itself to the valuation by the Cost or Income Approach. The Market Data Approach is therefore primarily relied upon. Because this is a summary narrative report, the full and complete transaction data, tax and assessment data, comparable sales adjustment grid, income and expense analysis and accompanying maps may not be included.

Definitions of Value, Interest Appraised, and Other Pertinent Terms

"Market Value" (as defined by "The Appraisal of Real Estate" Tenth Edition) - means the most probable price which a property should bring in a competitive and open market under all conditions requisite to fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and consider their own best interest;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property, sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

CAS

CERTIFIED APPRAISAL SERVICE

Introduction

Fee Simple

An absolute fee; a fee without limitations, any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power and taxation. An inheritable estate.

Leasehold

A property held under tenure of lease. The right of use and occupancy of real property by virtue of a lease agreement. The right of a lessee to use and enjoy real estate for a stated term and upon certain conditions, such as the payment of rent.

Leased Fee Estate

On ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Market Rent

The rental income that a property would most probably command in the open market; indicated by the current rents paid and asked for comparable space as of the date of the appraisal.

Cash Equivalent

A price expressed in terms of cash, as distinguished from a price expressed totally or partly in terms of the face amounts of notes or other securities that cannot be sold at their face amounts.

Value As Is

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Introduction

Market Value As If Complete and Approved on Appraisal Date

Value of the property with all site approvals, zoning, proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions, as of the date of the appraisal, yet not necessarily having achieved a stabilized occupancy.

Prospective Value on Completion of Construction

The value of a property on the date that construction is completed based on market conditions forecast to exist as of that completion date. This value is not the market value as of a specified future date, but rather is a forecasted value based on assumptions that may or may not occur.

Prospective Value on Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing cost, and other carrying charges are assumed to have been absorbed.

Subject Property

Due to the size and scope of the project and the complexity of the developmental conditions that would be required, this appraisal examines the property from a marketing perspective of the undeveloped vacant land, *subject to* obtaining the necessary approvals. It is recognized that the value stated herein is based on the extraordinary assumption that the property is suitable for and may ultimately be approved for development of up to 91 units of "affordable housing". This appraisal is made with the understanding that the present ownership includes all the rights that may lawfully be owned and is therefore, titled in fee simple.

Extraordinary Assumptions and Hypothetical Conditions

This appraisal is made with the extraordinary assumption that the property will be suitable to develop as planned and that financing can be obtained for development for up to 91 residential apartment units, commonly referred to as "affordable housing".

CAS

CERTIFIED APPRAISAL SERVICE

1048

Description of Property/ Assessments/Taxes

REVISED EXHIBIT A (17 Parcels)

LIST OF CITY-OWNED PARCELS TO BE CONVEYED TO DEVELOPER

SBL	Address	Assessed Value
30-3-24	132 Broadway	2,100
30-3-25	136 Broadway	2,100
30-3-26	138 Broadway	1,600
30-3-27	140 Broadway	1,300
30-3-28	142 Broadway	1,300
30-3-29	142A Broadway	500
30-3-30	144 Broadway	1,300
30-3-31	146 Broadway	1,500
30-3-32	148 Broadway	2,100
30-3-33	6 Johnston Street	1,000
30-3-34	10 Johnston Street	1,600
30-3-35	12 Johnston Street	1,600
30-3-37	16 Johnston Street	4,300
30-3-38	18 Johnston Street	154,100
30-3-23	6 Lander Street	1,800
30-3-22	8 Lander Street	5,800
30-3-21	14 Lander Street	<u>2,400</u>
	Total	\$186,400

CAS

CERTIFIED APPRAISAL SERVICE

1049

Delineation of Title Deed Reference & Taxes

The assessments shown above in "Exhibit A" are representative for the entire property as of the effective valuation date. It is anticipated that the developer would come to some sort of PILOT (payment in lieu of taxes) agreement with the municipality. The proposed development purportedly would be allowed by the City of Newburgh to use a portion of a municipal parking lot located along Lander Street; identified as Section 30 Block 4 Lot 20.2 in the City of Newburgh. There is an additional parcel that is part of the development plan but is not owned by the City of Newburgh, identified as Section 30 Block 3 Lot 36. This parcel has a residential improvement on it but is purportedly to be acquired from the current owner at the developer's expense.

The collective assessment for the entire property is \$186,400 imputing a full market value of \$186,400 according to the assessor's equalization rate of 100%.

The subject parcels in shown in Revised Exhibit A are currently owned by the City of Newburgh and are currently tax exempt. The property was acquired by the City at various tax sale proceedings over the past years for non-payment of real estate taxes.

Property Description

Location: Broadway Between Johnston and Lander Streets,
Newburgh, NY

Shape: Rectangular

Land Area: 17+/- Parcels 2.38 ± acres

Frontage: 216 feet along Broadway; 553 feet along Johnston
Street; 436 feet along Lander Street

Topography: The property is generally level with the various
street grades and throughout the site, sloping
upward from Broadway and along Johnston Street.

Utilities: Public Water and Sewer Service from the City of
Newburgh

Zoning: R2 – Residential & TC-1 Tourist Commercial

Site Disclaimers

Soil Conditions: We did not receive nor review a detailed soils
condition map. The subject property has some
lands within a designated Wetland area. However,
we assume that the soil's load-bearing capacity is
sufficient to support any proposed structure. We
did not observe any evidence to the contrary
during our physical inspection of the property. The
tract's drainage appears to be adequate.

Easements and Restrictions: We were not given a title report to review. We do
not know of any easements, encroachments, or
restrictions that would adversely affect the site's
use. However, we recommend a title search to
determine whether any adverse condition exists.

Flood Hazard: According FEMA flood zone mapping, the subject
property is not within a flood hazard area.

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1051

Property Description

Wetlands: We did not review any wetlands mapping but since it is a City lot that was previously constructed upon, Wetlands are not anticipated to be an issue.

Environmental Hazards: We observed no evidence to toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the services of a professional engineer for this purpose.

General Description

The subject property consists of an irregular rectangular shaped 2.38+/- acre site that is comprised of some 17 city tax parcels. The subject is located along Broadway between Johnston and Lander Streets in the downtown section of Newburgh, NY. Broadway is a four lane thoroughfare connecting the outer portions of the city and leading to and terminating at the Hudson River. Johnston and Lander Streets are one-way, two-lane paved city streets running north and south from Broadway.

The property is generally level with the various road grades and throughout the site, sloping upward from Broadway and along Johnston Street. The site has 216 feet along Broadway; 553 feet along Johnston Street; 436 feet along Lander Street. The site has access to public water and sewer service from the City of Newburgh.

Soil Conditions

The characteristics of the soils on a parcel of land play an important roll in determining the developmental potential for the property. This is because most municipalities will require that development take place upon soils that are suitable for foundations, septic systems, driveways and road beds. Also, any areas that are low lying or within potential state or federal wetlands, must be delineated and mapped before any subdivision or development can take place. Often soil conditions, as determined from United States Department of Agriculture and Soil Conservation Service mapping, can provide a limited but valuable guideline for land development potential.

The subject property soils fall into several categories. The primary area of concern is the ability for the soil to sustain building construction and to accommodate septic systems, when required. Since the proposed development is to rely on a central water and sewer system, the concern regarding the percolation of the soil is less significant than if septic systems were to be utilized. The property is in the process of applying for approval for multi-family apartments. Any adverse soil or environmental conditions will have to be address by the proposed plan.

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CERTIFIED APPRAISAL SERVICE

1052

Location and Neighborhood Description

The subject property is located in a primarily commercial neighborhood within the City of Newburgh, situated in the downtown business district along lower Broadway. Newburgh is within the northwest portion of Orange County, New York. Newburgh is the largest of three cities in Orange County and is located adjacent to the Hudson River.

The subject is located along Broadway between Johnston and Lander Streets. Broadway is a four lane thoroughfare connecting the outer portions of the city and leading to and terminating at the Hudson River. Johnston and Lander Streets are one-way two-lane paved city streets running north and south in the center from Broadway. The neighborhood along Broadway is approximately 60% built-up with numerous vacant commercial building and cleared lots. The area along Johnston and Lander Streets is approximately 70 percent built-up and has a variety of residential, commercial and institutional type uses in the surrounding properties. The immediate surrounding area is mostly urban in nature which has been redeveloped with a few government related entities, including a nearby community college, subsidized housing and private retail stores. Otherwise the immediate surrounding area would be described as "economically distressed".

Some surrounding buildings have a first floor commercial occupancy with either residential units or an expansion of the ground floor operation on the floors above. There are a number of dilapidated and apparent abandon buildings within the surrounding blocks. Many nearby buildings were in the process of being renovated until the recent economic downturn, at which point much, if not all of the renovation and rehabilitation effort stopped.

The subject area is afforded relatively easy access to the areas major commuter arteries, Route 84 and I-87. Both are within 3 miles and provide access to various parts of New York State. Local shopping can be found within the City of Newburgh, while mall shopping is available within 2-15 miles at Newburgh, Walden or Middletown. The area affords itself relatively easy access to recreational and cultural amenities.

Located in Newburgh are such places of interest as the Washington's Headquarters and the waterfront along the Hudson River. Newburgh, as well as surrounding townships, is an area that had experienced steady growth both residentially and commercially in the four years previous to the Spring of 2006, which is estimated to have been the "height" of the real estate market. *However, we are now in a period in which demand has slowed, listing prices have been reduced and buyers' incentives are being offered on many properties. There is substantial foreclosure activity and distressed sales in the City of Newburgh.*

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1053

Location and Neighborhood Description (Cont.)

The limited growth that has taken place within the City is driven by these aforementioned market forces and the close proximity to transportation routes I-84, Newburgh-Beacon Bridge and the Stewart International Airport which has recently come under the ownership of the NY-NJ Port of Authority. Industrial warehouses, manufacturing and light assembly plants are abundant throughout the area and to some extent within the city. Retail development has been significant along the commercial corridors of I-84, Route 32, Route 17K and in the Towns of Newburgh and New Windsor.

Transportation for area residents is primarily by automobile with bus, rail and airline transportation at a reasonable distance. Schools are within walking distance although many students are bussed.

The general appeal of surrounding properties is poor to fair. Market time for multi-family and commercial property is typically in excess of 12 months.

Topographically the site is generally level. The site is accessible from Broadway, Johnston and Lander Streets. A nearby municipal parking lot located across Lander Street is purportedly included to be used as some sort of off-street parking for the site.

The site is served by municipal water, sewer gas and electric. There are overhead street lights and on-street parking as well. Drainage for the site appears adequate. The lot is not located in a flood hazard zone as per City of Newburgh flood map #36071C01442 dated 08/03/09. The property is in a R2 Zone which is a residential district; and a TC-1 zone which is a Tourist Commercial Zone.

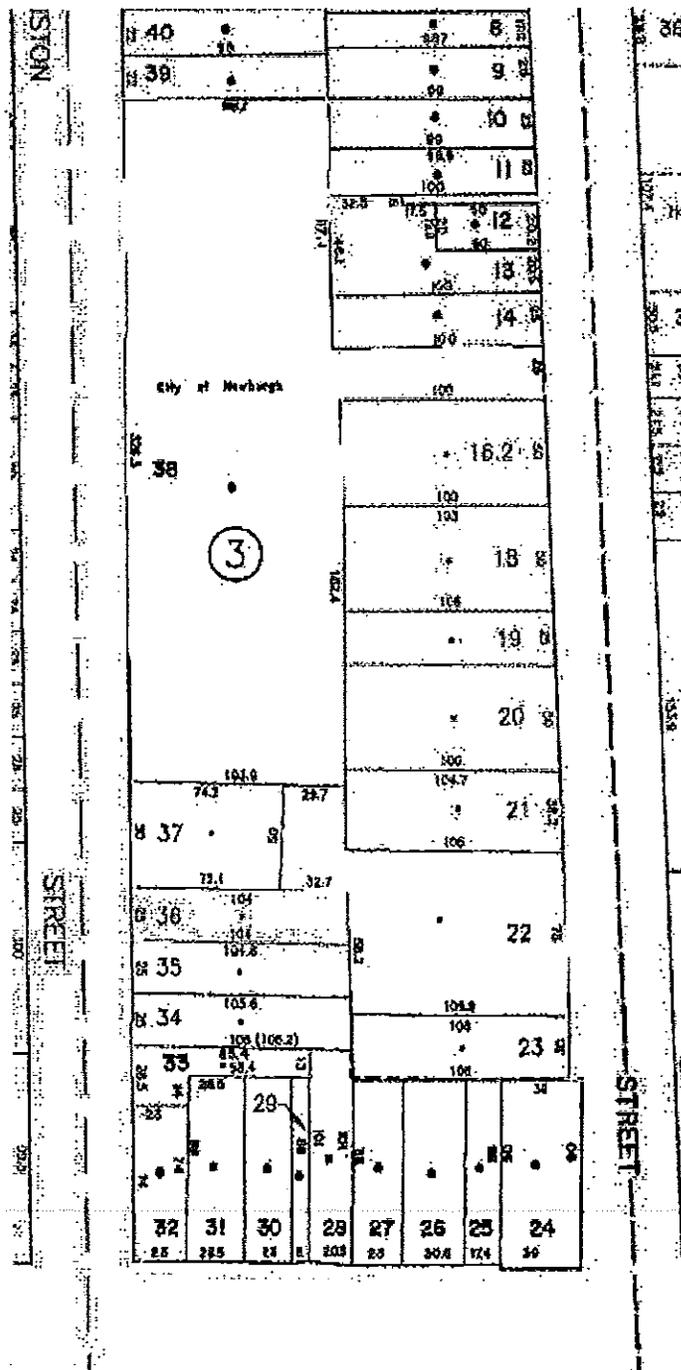
Zoning Map



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Tax Map



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1056

Development Potential

During certain previous periods of the 1970's, 1980's and most recently since 2001, vacant land has been in high demand due to the expansion of population and the desire and need for more housing in the Orange County and surrounding areas. As a result, almost any vacant parcel of land is viewed from a "developmental potential" perspective when estimating its market value.

Zoning was historically the primary factor of consideration when determining the use potential for a particular property. However, as suitable parcels have become less available, more stringent regulation that extends beyond the underlying zoning is imposed on development and even greater emphasis is placed on the various characteristics of the land, such as soils, topography, road frontage, permeability and the current or future availability of municipal services. Also, the attitude of the local citizenry and its government, along with the perception of a project, can impact the developmental potential for a particular parcel of land.

For these reasons, similar sized and zoned parcels of land can bring vastly different prices when sold. Although it is the Appraiser's job to estimate and adjust for these differences when comparing sales to a subject property, it is often a difficult process due to the lack of firm engineering and feasibility data. Also, understanding and estimating the present and future climate within the local government for a particular development project can be highly problematical.

The subject property consists of an irregular rectangular shaped parcel of land that is approximately 2.38 acres in size and comprised of some 17 city tax parcels. There is substantial road frontage on three public streets. The property is situated in the downtown section of the City of Newburgh

The City of Newburgh is desirous of having this site developed with some type of residential and retail service stores that would include a supermarket to serve the area residents. Unfortunately, at this time, there is little market demand to develop a project of this type unless there were some type of government subsidy or grant that would ensure its economic viability. A resolution by the City of Newburgh to support a development plan for the property was set forth in May of 2012 when the property was optioned by the current developer, Mill Street partners, LLC. The plan called for a residential apartment and townhouse project of up to 103 units along with a commercial retail component of approximately 12,400 square feet, even though there is no ready market demand for the retail space and an occupant is yet to be identified. The plan was later refined to a housing project that would be limited to 91 units constructed in one or more phases. Concept approval was purportedly given by the City of Newburgh at a January 2013 work meeting subject to more detailed plans and specifications. This appraisal is therefore made with the extraordinary condition that the subject property will be approved for 91 units of affordable rental housing.

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1057

Development Potential (Cont.)

A preliminary market analysis was completed by GAR Associates of Amherst, New York that addresses the feasibility of a tax credit incentive construction for the residential portion of the project and suggests certain market level rents that would be supported if the project were completed. This is an important analysis because barring other economic benefits or incentives, the project will have to rely on subsidized rentals to make it economically viable. While this is the usual case for any tax incentive or subsidized project, a developer cannot pay more for a site than the rents will economically support. The value of the site therefore becomes less of a "market value" and more of a "likely transaction value" based upon the ultimate subsidies that the project can obtain.

Since no feasibility analysis was made as to the viability of commercial component of the project, this appraisal does not address any value that may be associated with the commercial component. In general, for projects of this type, any commercial component development which will likely require a substantial tax or construction incentive/grant. Further, the source of such funding has yet to be identified and may indeed not be available at this time. Therefore, it is reasonable to conclude that there is no independent commercial demand for the property or inherent value that can be apportioned to the commercial aspect of the project; and it is therefore not considered in this report.

In any event, this appraisal should not be construed as a recommendation by the Appraiser to the Client, buyer, seller, reader or anyone to buy, sell, lend, develop, construct or do anything with regard to the property being appraised. The appraisal is confined to the proposed number of units approved, with the hypothetical condition that such approvals and financing for same would be forthcoming in a reasonable period of time of say not more than 24 months.

Highest and Best Use

Highest and Best use may be defined as: That use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported and financially feasible and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

In estimating highest and best use, four stages are included in the analysis.

- | | |
|--------------------------------|--|
| Possible Use: | Determine the physically possible use for the subject site. |
| Permissible Use: | Determine which uses are legally permitted for the subject site. |
| Feasible Use: | Determine which possible and permissible uses will produce a net return to the subject site. |
| Highest & Best Use: | Determine which use, among the feasible uses, is the most profitable use of the subject. |

The Highest and Best Use of the land as if vacant and available for use may be different from the highest and best use of the improved property. The subject property consists of primarily vacant downtown City of Newburgh owned land that in one way or another had been abandoned by private owners. Previous efforts to sell this property on the open market have proven futile. Only developers who can obtain some type of tax credit or rent subsidy seem to be interested in the property. Substantial site planning and feasibility work has been completed to date by a developer chosen by the City. A preliminary feasibility plan has developed and identified a rent structure that would work for the property as a "subsidized project". The property is within a zone that would permit its proposed use for residential housing as well as any commercial component.

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1059

Highest and Best Use (Cont.)

The City Council has given concept approval for the construction of up to 91 units of affordable housing. Although this appraisal does not seek to affirm the development plan per se, it is our opinion that the proposed site plan and use as a multi-family housing project represents the highest and best use for the site.

Photographs of Subject Property



View West along Broadway at the
Property Frontage

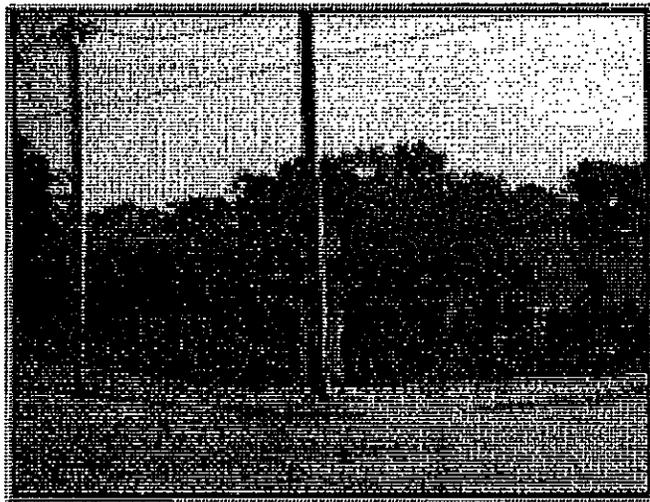


View into the property from Broadway



View North along Johnston Street

Photographs of Subject Property



View toward the subject property
from the Intersection of Broadway
and Lander Street

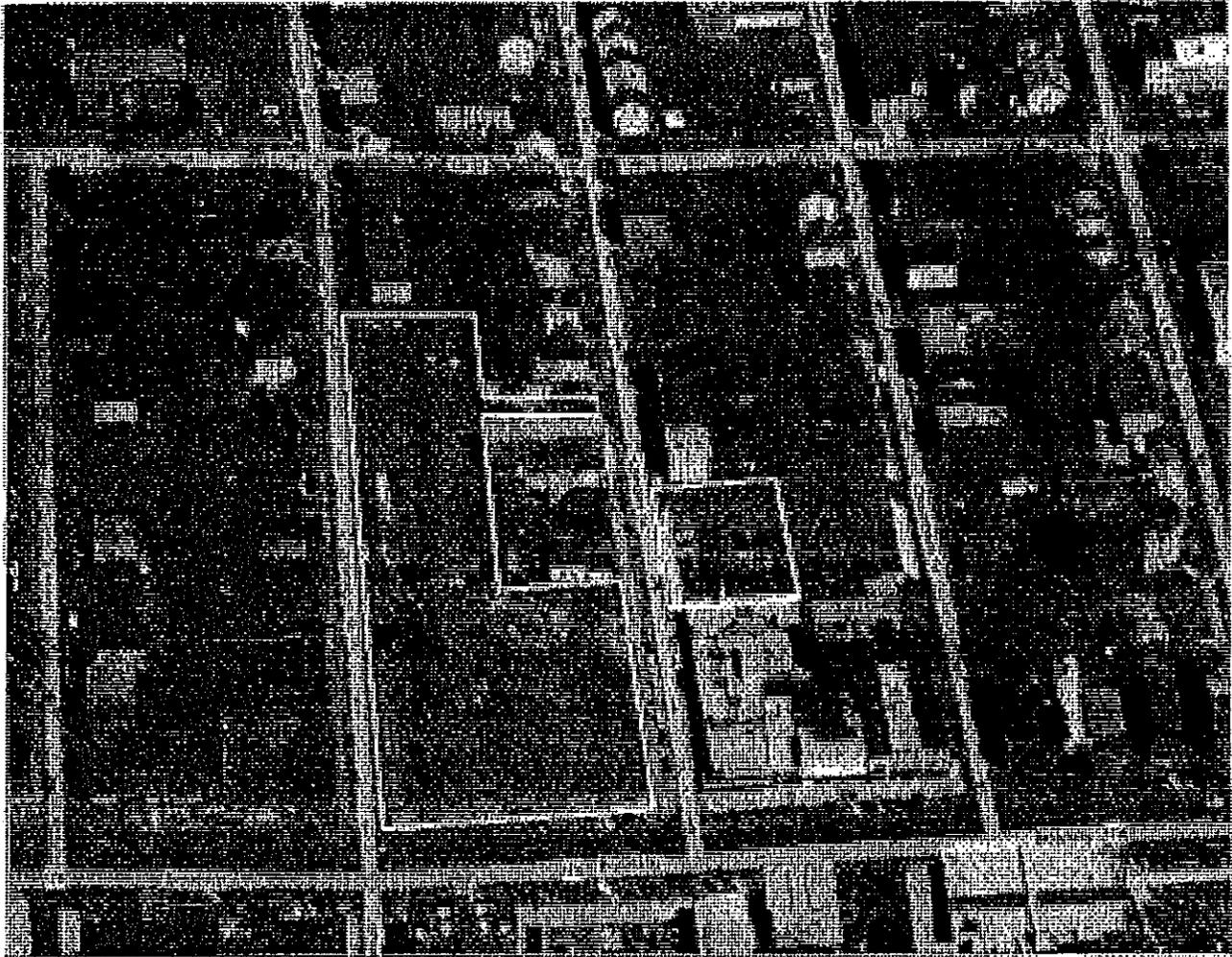


View of Existing Building on Parcel to
be acquired by developer



View of Subject from
Broadway

Aerial View



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1064

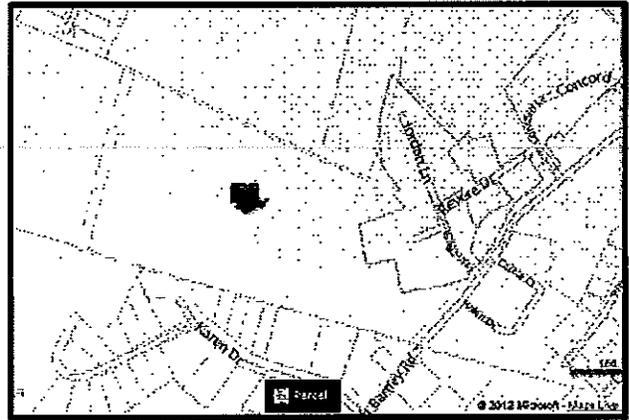
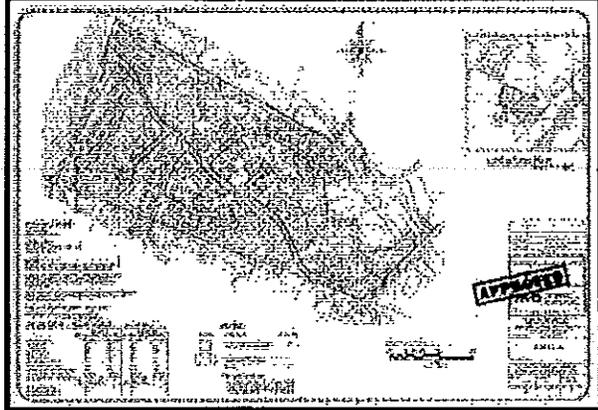
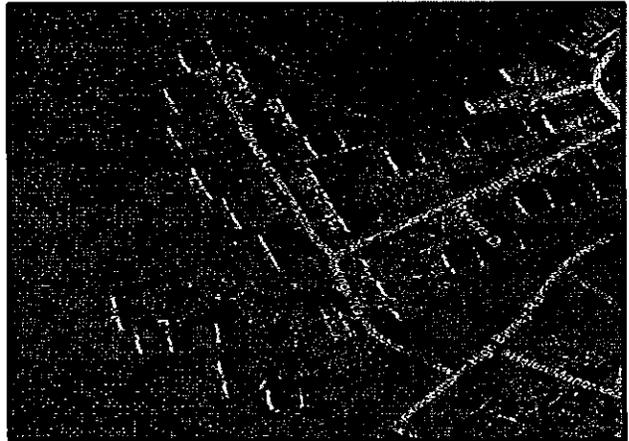
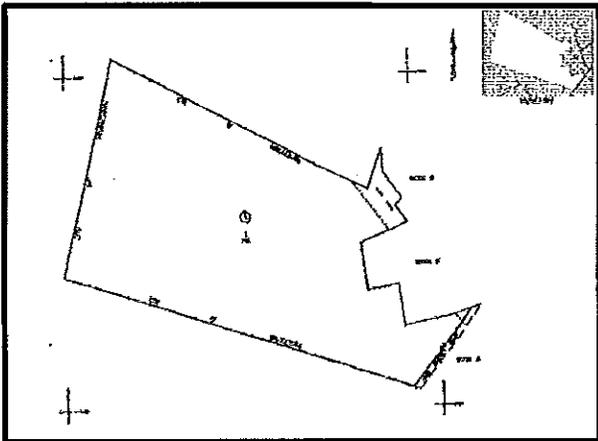
Market Data Approach

The Market Data Approach involves comparing prices paid for properties that are similar to the subject and sold recently. Adjustments are made for differences noted between the subject and the comparables. Items considered are time, size, location, terms of sale, other refinements, etc. Adjustments are made from the comparable to the subject. Several sales of properties most similar and approximate to the subject are recited, along with an adjustment grid. The adjusted values reflect market reactions to those items of significant variation between the subject and the comparable. If a significant item in the comparable is superior to or more favorable than the subject property, a minus adjustment is made, thus, reducing the indicated value of the subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus adjustment is made, thus, increasing the indicated value of the subject.

In our analysis of the subject property we have investigated and considered sales and pending sales of properties having characteristics similar to the subject. The subject property was analyzed on a "per unit" basis, subject to being suitable for 91 subsidized residential apartment units of affordable housing, which is considered to be the Highest and Best Use of the property at this time. The subject property was compared to sales of similar type lands, which have received some measure of approval for multi-family home sites. Most weight was given to the sales and transactions shown on the following conveyance sheets.

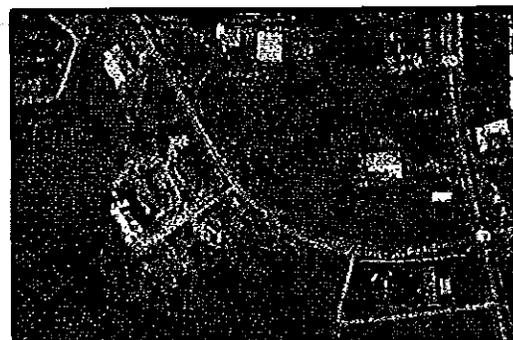
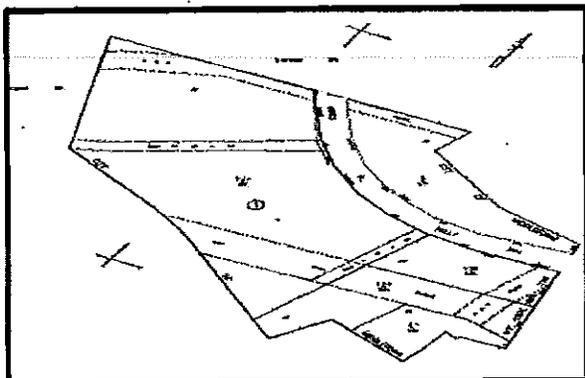
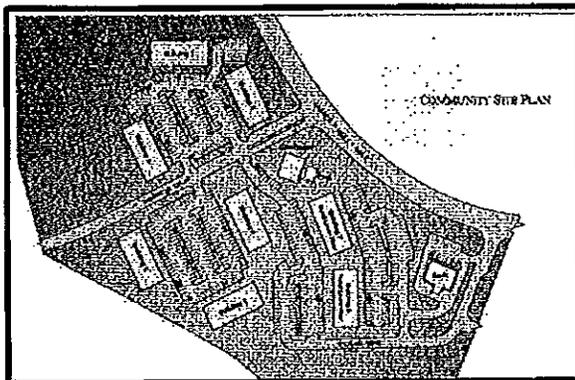
COMPARABLE SALES DATA #1 **Prepared By/Date: DW 11/12 12100-03**

Grantor: High Barney Road LLC
Grantee: HBR Homes LLC
Date of Sale: 7/12/2012
Liber/Page: Liber 13377 Page 388
Municipality: City of Middletown - Section 50 Block 1 Lot 1
Zoning: SR3-B Suburban Residential
Sales Price: \$1,404,928 (\$9,893 per approved unit)
Size: 36.30 acres (\$38,703/Acre)
Verified By/Date: MLS, ORPS, Or Co Real Prop
Recent Sales: No sales in previous 12 months.
Location: 112-126 High Barney Road, Middletown, NY
Description: The sale is a vacant parcel of land which is 36.30 acres in size located at the southern end of the City of Middletown. It is situated along High Barney Road which off of Co. Rt. 78 which is a heavily traveled road. It is within close proximity to shopping areas, schools including the community college and major roadways for commuting. The site has been fully approved for 142 condo units, all of which are three bedroom units.



COMPARABLE SALES DATA #2 **Prepared By/Date: DW 11/12 09100-05**

Grantor: First Falcon Realty, Inc.
Grantee: Sterling Parc at Mdn LLC
Date of Sale: 5/11/2009
Liber/Page: Liber 12890 Page 1939
Municipality: City of Middletown - Section 64 Block 1 Lot 1.21
Zoning: C-3 Commercial
Sales Price: \$2,800,000 (\$500,000 Allocated to Cmcl Pads) \$11,979/Unit
Size: 20.00 acres (\$140,000/Acre)
Verified By/Date: MLS, ORPS, Or Co Real Prop
Recent Sales: No sales in previous 12 months.
Location: 11-33 James P Kelly Way, Middletown, NY
Description: The sale is a vacant parcel of land which is 20 acres in size located at the southern end of the City of Middletown. It is situated along James P. Kelly Way, off of County Route 78 which is a heavily traveled county road. It is within close proximity to shopping areas, schools including the community college and major roadways for commuting. The site has been fully approved for (192) 1 & 2 bedroom condo units which vary in size from 816 – 1,231 square feet in size. Included in the approvals are two commercial pads (\$500,000 allocated) each approved for 18,000 sf two story buildings, resulting in a net value of the approved residential units to \$11,979. Utilities include municipal water, sewer, electric and natural gas. There are two overhead power line easements and two rights of ways which run through the property.



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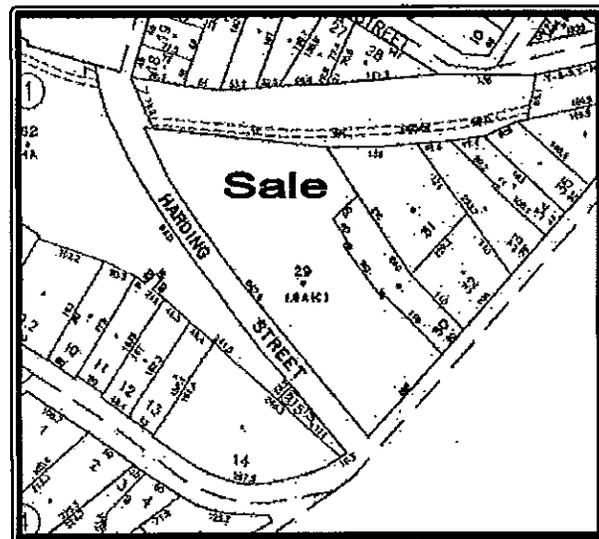
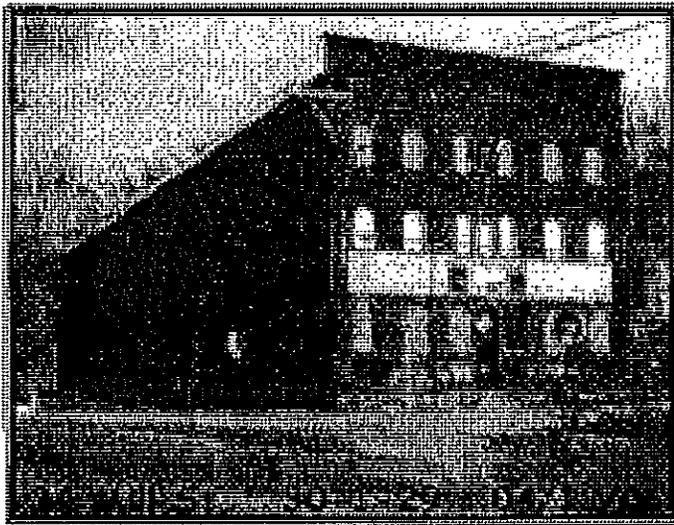
1067

COMPARABLE SALES DATA #3 **Prepared By/Date: WB 08/13 Pending 2013**

Grantor: Mountain Gate Estates LLC
Grantee: Mill St Partners, LLC
Date of Sale: Sale Pending as of 09/01/2013
Liber/Page: Pending
Municipality: City of Middletown Section 30 Block 1 Lot 29
Zoning: C-3 Commercial Multi-Family
Sales Price: \$550,000 (\$13,039/unit)
Size: 1.6 Acres/42 Units (\$343,750/acre)
Verified By/Date: Developer 08/2013

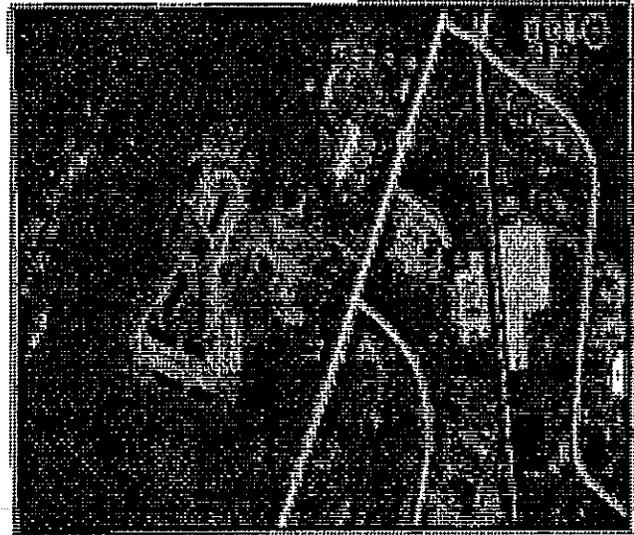
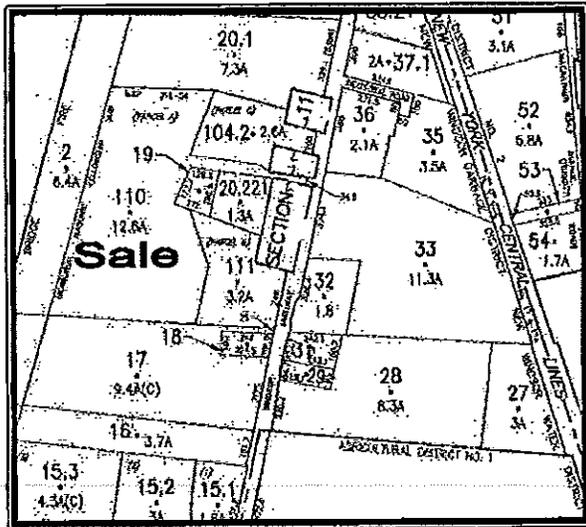
Location: 34 Mill St. Middletown, NY

Description: The sale consists of an old 3 story mill type structure approximately 30,000 square feet in size that is planned to be renovated and converted into 42 units of affordable housing. Project required and received approval from NYSHC Authority for the tax subsidies in a recent round of bidding. Construction and closing is anticipated for late 2013. The site is a level corner parcel located along Fulton Street just outside of the downtown business area. Site was sold subject to approvals for 42 apartments and a small ground floor retail component.



COMPARABLE SALES DATA #5 **Prepared By/Date: WB 11/12 11-620-04**

Grantor: Masonic Fellowship Inc.
Grantee: Mason's Ridge Housing Dev.Fund Inc.
Date of Sale: 4/19/2011
Liber/Page: Liber 13169, Page 271, Deed Date 4/28/2011
Municipality: Town of New Windsor
Section 9 Block 1 Lot 110
Zoning: C- Design Shopping
Sales Price: \$700,000 (\$8,333/unit)
Size: 12.6 Acres/84 Units (\$55,555/acre)
Verified By/Date: Public Records/ORPS/ 11/2012
Location: 80 Windsor Highway, New Windsor, NY
Description: The sale is a 12.6-acre parcel of vacant parcel approved for 11 two story town house style rentals of affordable housing. A total of 84 units of two and three bedrooms each. Property was sold subject to approvals of "workforce" type housing. Natural gas, municipal water & sewer are available. Site has minimal 34 feet frontage and is accessed via a long drive from Windsor Highway. Site density is 6.6 units/acre.



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1070

Adjustment Grid

Item	Subject Broadway Newburgh	Sale #1 Highway Middletown	Sale #2 J.P. Kelly Way Middletown	Sale #3 24 NW St Middletown	Sale #4 501 Road Monroe	Sale #5 80 Windsor New Windsor
Sale Price	NA	\$1,404,928	\$2,800,000	\$550,000	\$850,000	\$700,000
Spec. Handling	NA	\$0	-\$500,000	\$0	\$0	\$0
Date	7/15/13	7/12/12	6/11/09 -10%	8/15/13	8/15/13	4/19/11
Adjusted Price	NA	\$1,404,928	\$2,070,000	\$550,000	\$850,000	\$700,000
Price/Unit or Sq Ft	NA	\$9,894	\$10,781	\$13,095	\$7,083	\$8,333
Location	Fair	Superior	Superior	Superior	Superior	Superior
Zoning	R2 & TC-1	SR3-B Suburban	C-3 Commercial	Comm Multi-Fam	Res-Multi	R1- Residential
Parcel Size	2.38 acres	38.3 ac	73.8 ac	1.6 ac	10.1 ac	12.6 ac
Number of Units	91	142 Sim	192 Inf	42 Sup	120 Sim	84 Sim
Topo-Utility	Level/Clear	Rolling, woods & /Sim	Sloping, woods & wetland /Sim	Level /Sim	Level, Rolling, Wooded /Sim	Level, Rolling, Open /Sim
Development Potential	Good	Superior	Superior	Superior	Superior	Superior
Approvals	Subj. To 91 Units	Approved	Approved	Approved	Pending	Approved
Value Adjustments (To Adjusted Price)						
Adjusted Price/Unit	NA	\$9,894	\$10,781	\$13,095	\$7,083	\$8,333
Location	Fair	-15%	-20%	-15%	-20%	-20%
Number of Units	91	0%	10%	-10%	0%	0%
Topo-Utility	Level/Clear	0%	0%	0%	0%	0%
Development Potential	Fair	-20%	-20%	-20%	-20%	-20%
Approvals	Subj. To 91 Units	-20%	-20%	-20%	0%	-20%
Total Adjustments	NA	-55%	-50%	-65%	-40%	-35%
Adjct. Price/Unit	NA	\$4,452	\$5,391	\$4,583	\$4,250	\$5,417

Market Approach to Value (Factors of Adjustment)

Special Financing/Other: Unusual terms of sale, financing or other known concessions are adjusted for. There was no special financing associated with the transactions other than those seeking "affordable tax credits" which would be subject to that requirement and availability. Sale #2 included two commercial "pads" that were to be developed either commercially or with some type of mixed use. The Appraiser has made an allocation of \$500,000 representing the estimated value for these sites and adjusted the gross selling price accordingly.

Date (Time): Time adjustment reflects any changes in market values and market related conditions that may have occurred between the comparable date of sale and the effective date of the appraisal. It is the Appraiser's opinion that market conditions for multi-family and residential building sites continued to improve through the Spring of 2006 at which point some analysts have marked in retrospect was a date which represented the "height" of the real estate market. Therefore, sale #2 was adjusted downward 10% representing the continued decline (at least for the subsequent 2 year period) in values for properties of this type, even though it was recognized by the market place that we were in a housing slump. However, with multi-family project sites, sometimes there is an extended period which is required to obtain approvals and therefore, since the sales may have been contracted on a "subject to approval" basis, there is a less influence on market declines than would result from other non-contingent transactions. The time adjusted sales price is then used as the benchmark from which all other adjustments are made.

Location: Each of the sales is within Orange County but within different townships or municipalities. However, it is perceived now that developable property in most areas of Orange County needs to be evaluated in terms of both the receptiveness of the local municipality to a development plan and the relative location to population and business centers. The subject is located within an economically depressed area of the City of Newburgh. It is generally perceived that rental rates that can be obtained are somewhat lower than the competing surrounding areas and the comparable locations. Approvals are more difficult to obtain in the competing areas, thus making the approvals, when obtained, more valuable and appealing to investors. Sales #1, 2, and 3 are located in north central Orange County in an area that is considered somewhat superior in terms of demand and appeal as are sales #4 and 5. The sales were adjusted accordingly, allowing less of an adjustment for sales 1 and 3 which are situated in more remote areas (#1) or within a downtown city area.

Parcel Size: Generally, parcels of larger size tend to sell for less per acre than similar smaller parcels. However, since this analysis is completed on a per unit basis rather than a per acre basis, the land size in and of itself is relatively insignificant; and only as it may relate to site amenities or appeal of the project overall. No adjustments have been made for land size per se.

Market Approach to Value (Factors of Adjustment)

Number of Units: This adjustment pertains to the number of units in the project and whether that would have any impact on the buyer's willingness to pay a certain price. Generally, in large project comparisons, more units will tend to sell for less per unit than a similar sized smaller project. However, depending on the location and market, unit density and quantity does not appear to matter. All of the sales represent projects that are within the 42- 192 unit range. With the exception of sale #3 at 42 units, no discernible adjustment can be inferred from the market place, therefore no adjustment is made.

Topo/Utility: This adjustment reflects the condition of the land regarding soils, wet areas, water access, frontage and suitability in terms of its current and/or proposed use. The subject property is a level cleared site in the down town area. No issues are anticipated with regard to site preparation. However, additional costs may be incurred in order to construct sufficient off-street parking for the project. Sale #3 which is similar in site size, has an existing building that will be renovated for the project use, thus making it somewhat superior to the subject. Water and sewer service will be made available. Each of the comparables was considered similar in this regard.

Development/Potential: This factor of adjustment reflects the ability to develop the site in accordance with the zoning, topography, road frontage and configuration of the land. The subject property has received a concept approval from the City of Newburgh for the construction of 91 -103 affordable 1, 2 and 3 bedroom apartment units. Complete design engineering and approval process must be completed. An additional commercial retail component is being requested by the City of Newburgh which may not necessarily be economically feasible and will require an additional subsidy, thus further limiting the feasibility of the project. Projects that are restricted in this way are generally considered inferior to projects that allow a more liberal parameters, as is the case with each of the sales. However, affordable housing projects in general are not as sensitive to the product mix because they are purposely designed for a particular housing target. Thus, the adjustment for any of these differences is relative to a number of factors such as location and demand. Adjustments were made to each of the sales representing the Appraiser's opinion of how this difference in unit mix and the fact that the subject property is an affordable housing project weighs in comparison to the comparable sales.

Approvals: This factor of adjustment considers the stage at which a particular property is in with regard to final approval. As the length of time for which final construction approval is extended into the future, the present value of that approval lessens. This is because of the uncertainty of future market conditions, carrying costs and risk that is associated with unforeseen delays in the approval process. The subject property has received only concept approval for a 91 -103 unit affordable housing community. For all intents and purposes, while this is akin to a reasonable expectation that final approval would be eventually forthcoming from the City of Newburgh, the developer must still obtain financing approval from the various governmental agencies to approval

CAS

CERTIFIED APPRAISAL SERVICE

1073

Market Approach to Value (Factors of Adjustment)

the project. This contingency could take up to 24 months or more. . The appraisal is made subject to the condition that 91 units are approved. Each of the comparables was sold or is being sold with final approval or subject to receiving it prior to closing. The sales therefore, were considered similar in this regard and no adjustment was necessary.

The adjusted sales and pending sales for the subject property range from \$4,452 - \$5,417 on a per unit basis. More emphasis is place on comparables 3, 4, & 5 which are similar affordable housing project developments. It is the Appraiser's opinion that the subject property falls within the mid-range of the adjusted sales at \$4,800 per unit, subject to receiving final approval for 91 units of affordable housing.

Indicated Value by the Market Data Approach is as follows:

91 Units @ \$4,800/unit = \$436,800 Say... \$437,000

Reconciliation & Final Value Conclusion

Reconciliation is the procedure of coordinating and integrating related factors, evaluating and testing alternative conclusions, and selecting from the indications of value derived from each of the approaches utilized in the appraisal process, to arrive at a final estimate of market value. An orderly connection of interdependent elements is a prerequisite of property reconciliation. This requires a re-examination of specific data, procedures, and techniques within the framework of approaches used to derive preliminary estimates, and fit them into a cause-and-effect relationship leading to a final conclusion.

The Market Approach identifies and measures the market reactions of typical buyers and sellers of similar and/or competitive properties. This approach reflects the buyer's judgement about the physical characteristics of the property, developmental potential, perception of the present and future market conditions, and adverse external (locational or economic) effects which, when analyzed with adequate sales data, reduces that data to an indicated value of the property being appraised.

The Market Approach to value is predicated on a comparison of recent sales of similar properties. The merits of the approach (which are limited by the heterogeneous nature of real estate, imperfect market conditions, and inherent subjectivity of adjustments) can be enhanced with the availability of market data of highly similar comparable sales. In the subject's instance, data was available and an analysis of five competitive properties produced a range in value which in turn was reduced to an "indicated value of the subject". When adequate sales are available for comparative purposes, the value developed in the Market Data Approach is a sound indicator of the subject's value. The value indicated by this approach was considered essential to this appraisal because of the absence of the Cost and Income Approaches, which were not considered appropriate for the valuation of vacant land.

The following value conclusion was derived through the application of accepted valuation theory and techniques and the range of value in this estimate was created by variations in the quality and quantity of data available for analysis and is not indicative of basic conflicts. The appraiser must use good judgement and sound logic to give weight where appropriate in light of the unique characteristics of the property being appraised.

The subject property consists of a downtown City of Newburgh 2.38 acre parcel of vacant land that has frontage on 3 city streets. The property is in the initial stage of the approval process, having received a concept approval for 91+/- units of affordable housing. Due to the size and scope of the project and the complexity of the developmental conditions that will be required, the property is analyzed from a marketing perspective of the undeveloped approved units.

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1075

Reconciliation & Final Value Conclusion

The property is analyzed on a "per unit" basis. The site is compared to other similar parcels whereby differences have been adjusted for, resulting in an indicated price per unit. When applied to the overall 2.38 acre site and subject to approval for 91 units, a market value of approximately \$4,800 per unit or \$437,000 emerges.

If the property were to be successfully developed as planned, it would require the construction of a commercial component and retail space of approximately 12,400 square feet. While there is a time frame set forth for this project to be completed, there may be unforeseen obstacles in the development process that could further delay the project. As previously stated herein, the feasibility of this project is well beyond the scope of this appraisal.

In arriving at the final value, we have blended those factors that a typical buyer/developer for affordable housing would give consideration; namely, the overall appeal, location, available utilities and setting of the property and the potential for further development as an affordable housing and retail complex. It is our opinion that the value indicated by the Market Data Approach is the most appropriate measure of value and convincingly support and accurately reflects the concepts of value

Therefore, based on our inspection and analysis, it is our opinion that the most likely sales price for the subject property 2.38 acres of vacant land with approvals for 91 affordable housing units and 12,500 square feet commercial component, as of July 15, 2013 is approximately \$437,000.

(Four Hundred Thirty Seven Thousand Dollars)

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1076

Assumptions and Limiting Conditions

The appraiser assumes and this report is submitted subject to the following limitations and conditions:

1. That title to the property is good;
2. That there are no encumbrances or defects to title other than those mentioned in this report; and that the property is free and clear of all liens;
3. That the acreage areas and lot sizes that appear in this report are correct and/or reasonably accurate but should not be construed as being exact;
4. That the property will be efficiently managed and properly maintained;
5. That no guarantee is made as to the correctness of estimates or opinions furnished by others and used in making this appraisal; that no liability is assumed on matters of a legal character affecting the property such as title defects, overlapping boundaries, etc., and that no survey has been made and certain areas mentioned in the report are subject to change in the event an actual survey is made; that no right to expert testimony is included in the fee for this appraisal, however, the appraiser is willing to testify at any time if given proper notice;
6. That the value assigned to land and improvements are their value in relation to each other and should not be used separately and the expression of such value does not necessarily confirm or deny the economic viability of any proposed project and should not be construed as a recommendation that any specific action should be taken by anyone;
7. That neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected, or any references to the Appraisal Institute, or to any associated designations;
8. Maps, plats and exhibits included are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report;
9. The property is analyzed with the assumption that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based, unless otherwise stated;
10. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used;
11. This analysis should not be considered a report on the physical items that are a part of this property. Although the analysis may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not experts in the field of construction, engineering, or legal matters, and any opinion given on these matters in this report should be considered preliminary in nature;

Assumptions and Limiting Conditions

12. The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service and all mechanicals and construction is based on a casual inspection only, and no detailed inspection was made. For instance, we are not experts on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not checked for building code violations, and it is assumed that all buildings meet the building codes, unless so stated in the report;
13. Some items such as conditions behind walls, above ceilings, behind locked doors, or under the ground are not exposed to casual view, and therefore, were not inspected. The existence of insulation (if any is mentioned) was found by conversation with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements about insulation cannot be guaranteed.
14. The principals of the transaction or entity for whom the report was prepared shall obtain a written statement from the appropriate regional office of the Federal Environmental Protection Agency or any similar Governmental department or agency that can indicate whether the subject property, or any site in the vicinity of the subject property, is, has been, or will be affected by any hazardous material. The materials may include, but are not limited to, asbestos, oil or other petroleum products, hazardous or nuclear waste, toxic substances or other pollutants which may contaminate soils or structures, or that could be detrimental to the subject property or in violation of any local, state or federal law or regulation, and which would present any actual or potential adverse effect to the subject property. In the absence of a written statement for the appropriate governmental body or bodies having jurisdiction over this matter, the principals or entities in this transaction will provide a toxic or environmental audit from a qualified consultant which will address hazardous materials as heretofore described. In further absence of such, it is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. The appraiser is not an expert in the field, and accepts no responsibility for these matters.
15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, the real estate appraiser cannot comment on compliance to ADA. A brief summary of physical aspects is included in this report. It in no way suggests ADA compliance by the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
16. The signatory of this appraisal is a fully qualified commercial appraiser who has been involved in the valuation and/or review of many similar properties. The education and experience in valuing and reviewing similar properties satisfies the competency provision of USPAP.

Certification of Appraisal

The undersigned certifies and agrees that, except as otherwise noted in the appraisal report:

1. To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
3. That I have personally inspected the subject property except if the undersigned is indicated as Review Appraiser in which case physical inspection may have only been made by the Field Appraiser and all the material contained herein was personally reviewed by the Review Appraiser. In the event that significant research assistance was provided to the appraiser, the additional undersigned will be designated as "Research Assistant" or "Appraiser Assistant".
4. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
5. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. No appraisal or other services has been provided to the subject property within the past three years by this appraiser.
6. My analyses, opinions and conclusions were developed, and this report has been prepared, in accordance with the requirements of the Code of Professional Ethics and Standards of Professional Practice and the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.
7. I have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
8. That I am professionally competent to perform this appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



William Buchalter
Certified General Appraiser
NYS Certification #46-5527

USPAP Compliant 3-15-12

WILLIAM E. BUCHALTER, CRA
Certified General Appraiser, NY, FL

Experience

Over 25 years experience in the real estate business including appraisal, brokerage, development and management in the New York Metropolitan region and Treasure Coast area of South Florida.

Market analysis and counseling services provided to major developers and property owners in Westchester, Dutchess, Rockland and Orange Counties. Assignments have included commercial and industrial properties, apartment projects, condominium developments, special use properties, hotels, golf courses, vacant land, shopping centers, service stations, theatres, and farms. These appraisals have been prepared for purposes of mortgage security, tax certiorari, condemnation, estate tax, gift tax, purchase and sale, project feasibility, investment analysis and conservation easements.

Called as a real estate valuation expert, and qualified as such to testify at proceedings of the New York State Supreme Court, various municipalities, municipal boards and agencies in tax reduction, zoning and condemnation proceedings. NY State Qualified instructor for Sales Broker and Appraiser license courses.

Designations

- Licensed Real Estate Broker, State of NY, 1972
- Graduate Realtors Institute (GRI) 1976
- Certified Residential Brokerage Manager (CRB) 1979
- Employee Relocation Council, Certified Relocation Professional (CRP) 1990
- NYS Certified General Appraiser (CGA) 1992
- NYS Small Claims Tax Assessment Hearings Officer
- Certified Appraiser, US Dept. Housing & Urban development 1999
- Florida Certified General Appraiser (CGA) 2000

Professional Affiliations

- National Association of Realtors
- Orange County Association of Realtors (Former Director)
- Greater Hudson Valley Multiple Listing (Former Director)
- Employee Relocation Council

APPRAISAL CLIENTELE SERVED

Banks and Funding Companies

Appraisal Management Company	GE Capital Mortgage Services
Bank of New York	GMAC Mortgage
Hudson United Bank	Hansen Quality
South Shore Mortgage Corp.	Home Loan and Investment Bank
Chase Manhattan Mortgage Corp	Liberty Home Funding
Clayton National	Liberty Saving Bank
NovaStar Mortgage Corp	M & T Mortgage
DiTech Funding	Mortgage Information Services
Domestic Bank	National Standard Mortgage
Ellenville National Bank	Orange County Trust Co.
FDIC	Rochester Home Equity
First Allegiance Financial	Premier National Bank
First Pioneer Farm Credit	Security National Services
First Union R.E. Loan Services	US Department of HUD
First Union R.E. Loan Services	US Real Estate Services
Fleet Bank	US Trust Company of NY
FNMA	Valuation Administrators
Freddie Mac	Walkill Federal Savings

Relocation Companies

Argonaut Realty	Executive Relocation
Associates Relocation	Prudential Relocation Management
Boatman's Relocation	Relocation Financial
Coldwell Banker Relocation	U.S. Relocation
Corp. Relocation Management	Western Relocation Management

Attorneys

Alan Joseph, Goshen	Grogan & Souto, Goshen
Allan Moeller, White Plains	James Cassazza, Washingtonville
Bonacic, Blustein & Kraulik, Middletown	Jeffrey Sherwin, Middletown
Bouck, Holloway, Kiernan, Albany	Larkin & Axlerod, P.C., Newburgh
Brand & Brand, P.C., Garden City	Levinson, Zeccola, Reineke, Central Valley

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CERTIFIED APPRAISAL SERVICE

1081

APPRAISAL CLIENTELE SERVED - Continued

Attorneys

Charles Judelson, Middletown	Marcelle Matthews, Middletown
Charles Onofrey, Port Jervis	Marton Marshak, Monroe
Craig Fine, Monticello	McAdam & Fallon, Walden
David Crook, New Jersey	Michelle Ellerin, Middletown
Dennis Caplicki, Goshen	Monroe Davis, Monticello
Drake, Sommers, Loeb, Newburgh	Monte Rosenstein, Middletown
Dranoff & Johnson, New City	Peter Ackerman, White Plains
Dupee & Dupee, Goshen	Richard Acito, Brooklyn
Ed Meyer, Middletown	Robert Dickover, Goshen
Ehrenkranz & Schultz, NYC, NY	Robert Harp, New Paltz
Eugene Grillo, Middletown	Ronald Kossar, Middletown
Francis Ferro, Milton, NY	Scortino & Albanese, Goshen
Gary Sobo, Middletown	Shapiro & Shapiro, Middletown
Gellert & Cuttler, P.C., Poughkeepsie	Shawn O'Connor, New Hampton
Gene Grobstein, Newburgh	Stewart Greenwald, Middletown
Gladys LaForge, Goshen	Ronald Cohen & Associates, Goshen
Goldstein & Stoloff, Monticello	Stern & Rindner, Goshen
Greenwald Law Offices, Goshen	Werner & Saffioti, Newburgh

Other

Allstate Insurance Co.	St. Joseph Church
Alliance Pharmaceutical	State of New York FDC
City of Middletown	Superior Services
Cornell University	Town of Goshen
County of Orange	Town of Mt. Hope
Cross Country Homes, Inc.	Town of Plattekill
ERA Curabba Realty	Town of Wallkill
Horton Memorial Hospital	Town of Warwick
Middletown Board of Education	Town of Wawayanda
Middletown Office of Community Dev.	United Special Services
Monroe Lumber Company	US Marshals Service
Mountco Construction & Development Co.	USA Waste of Hudson Valley
NYU Medical Center	Village of Kiryas Joel
Orange County Chamber of Commerce	Village of Monroe
Ral Supply Group	Village of Monticello
Salvation Army	Village of Otisville

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CERTIFIED APPRAISAL SERVICE

1082

RESOLUTION NO.: 257.2013

OF

DECEMBER 9, 2013

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE ON BEHALF OF THE CITY OF NEWBURGH
A FIRST AMENDMENT TO THE LAND DEVELOPMENT AGREEMENT WITH
MILL STREET PARTNERS, LLC FOR THE REDEVELOPMENT OF CITY OWNED
PROPERTIES KNOWN AS THE MID-BROADWAY SITE

WHEREAS, the City of Newburgh wishes to develop the City-owned .66 acre Lander Street surface parking lot (between Chambers Street and Lander Street) as well as the 1.8 acre principal site that fronts on Broadway (the "Mid-Broadway Site"); and

WHEREAS, the City has issued a Request For Qualifications (RFQ) for the development of the Mid-Broadway Site and received six (6) responses from developers interested in pursuing a development project on the Mid-Broadway site; and

WHEREAS, the City Council has reviewed the responses to the RFQ and has determined that Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. is the preferred team to develop the Mid-Broadway site; and

WHEREAS, by Resolution No. 78-2012 of May 29, 2012, the City Council authorized to the City Manager to negotiate on behalf of the City of Newburgh a Development and Land Disposition Agreement with Mill Street Partners, LLC, The Community Preservation Corp. and The Regional Economic Development Community Action Program, Inc. for the redevelopment of the Mid-Broadway site; and

WHEREAS, by Resolution No. 194-2012 of October 22, 2012, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Development and Land Disposition Agreement with Mill Street Partners, LLC (the "Development Agreement") for the redevelopment of the Mid-Broadway site; and

WHEREAS, the Development and Land Disposition Agreement require the parties to cooperate and negotiate in good faith to successfully complete the development of the project; and

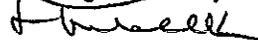
WHEREAS, the development requires an amendment to the Development Agreement to set the purchase price of the subject property and to extend the Development Agreement term until May 1, 2015; and

WHEREAS, this Council has reviewed the First Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC, attached hereto and made part hereof, and finds that entering into such amendment is in the best interest of the City of Newburgh.

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 execute the attached First Amendment to the Development and Land Disposition Agreement with Mill Street Partners, LLC for the redevelopment of the Mid-Broadway site.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 12/9/13 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of Dec. 20 13



City Clerk

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE MID BROADWAY REDEVELOPMENT PROJECT**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MID BROADWAY REDEVELOPMENT PROJECT ("First Amendment") is entered into between **THE CITY OF NEWBURGH** (the "City"), a municipal corporation organized and existing under the laws of the State of New York, having its office at 83 Broadway, Newburgh, New York 12550, and **MILL STREET PARTNERS, LLC**, a New York limited liability company with a business address at 39 West 42nd Street, 15th Floor, New York, New York 10018 (the "Developer").

WHEREAS, City and Developer are parties to that certain Development Agreement for the Mid Broadway Redevelopment Project dated October 23, 2012 (the "Development Agreement"); and

WHEREAS, the Development Agreement states that the parties shall use good faith efforts to negotiate such amendment(s) to the Agreement as may be necessary or appropriate; and

WHEREAS, the Development Agreement states that a spirit of good faith and a mutual desire for the success of the Development shall govern the parties' relationship under the Agreement; and

WHEREAS, the Development Agreement states that the term of the Agreement may be extended upon the mutual agreement of the parties; and

WHEREAS, City and Developer desire to amend the Development Agreement to (i) define the Purchase Price for the City owned parcels, (ii) modify the Agreement Term, and (iii) amend the Agreement to account for Unavoidable Delays.

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

1. Purchase Price for City Owned Parcels. The Purchase Price for the City owned parcels shall be \$437,000.00. The Purchase Price reflects the appraised value of the highest and best use prepared by Certified Appraisal Service on behalf of the City.
2. Modification to the Agreement Term. Due to a variety of factors including a revised schedule for the adoption of zoning modifications which permit the proposed Project, additional time needed for municipal staff and board review of the proposed Project, and changes to the deadlines associated with the "Public Funds" as defined in the Development Agreement, the Agreement Term is extended until May 1, 2015.

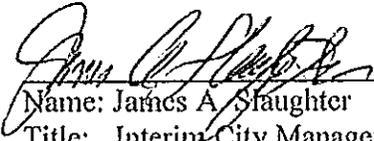
3. Inconsistency. In the event of any inconsistency between this First Amendment and the Development Agreement, this First Amendment shall control.

4. Effect on Agreement. All terms and conditions of the Development Agreement shall remain in full force and effect as written except as expressly modified by this First Amendment.

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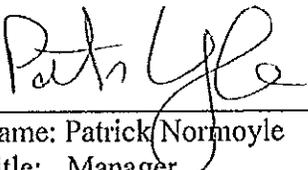
IN WITNESS WHEREOF, the parties have executed this First Amendment and this First Amendment shall be effective as of Dec. 10, 2013.

CITY OF NEWBURGH

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

December 10, 2013
Date

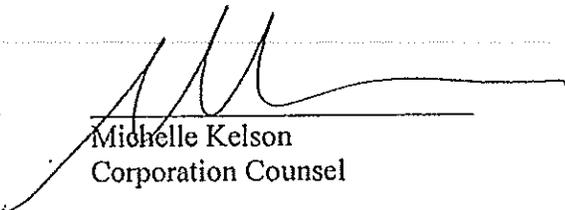
MILL STREET PARTNERS, LLC

By: 
Name: Patrick Normoyle
Title: Manager

December 10, 2013
Date

APPROVED AS TO FORM


John Aber
Comptroller


Michelle Kelson
Corporation Counsel

RESOLUTION NO.: 258 - 2013

OF

DECEMBER 9, 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, MID BROADWAY LIMITED PARTNERSHIP, AND MID BROADWAY HOUSING DEVELOPMENT FUND COMPANY, INC.

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

WHEREAS, Mid Broadway 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 Mid Broadway Limited Partnership, a to-be-formed New York limited partnership (the "Partnership"), have identified 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"), for the purpose of developing on the Property a housing project for individuals and families of low income to be commonly known as the Mid Broadway Redevelopment project, said project to consist of: (i) the acquisition of the Property; (ii) the construction of the improvements thereon of ninety-one (91) units of housing for individuals and families of low income (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 Property and the Improvements, the "Project"); and

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

WHEREAS, the HDFC has, or will, acquire fee title to the Property, as nominee for the Partnership, and has, or will, convey its equitable and beneficial interests in the Property 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 Property 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 will be a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the City Common Council to exempt the Project from real property taxes; and

WHEREAS, the HDFC is, or 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, a copy of which is attached hereto as Exhibit B;

NOW THEREFORE, BE IT RESOLVED that the City Council of Newburgh, New York, hereby exempt the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement 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, upon formation of the Partnership and the formation of the HDFC, the Interim City Manager 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 City Council
on the 9th day of December, 2013.

Approved: X
Veto: _____
Not Endorsed: _____

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

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 City Hall, 83 Broadway, Second Floor, Newburgh, New York 12550 (the "City"), and **MID BROADWAY 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 Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "HDFC"), which HDFC will hold title to the Property (as hereinafter defined) for the benefit of **MID BROADWAY LIMITED PARTNERSHIP**, a to-be formed New York limited partnership, having its principal office located c/o Mill Street Partners, LLC, 42 West 39th Street, 15th Floor, New York, NY 10018 (the "Partnership").

WHEREAS, the HDFC is, or will become, the bare legal or record owner, and the Partnership 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 is, or 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, rehabilitate, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of ninety-one (91) residential rental units for individuals and families of low income, community space and first floor commercial space to be commonly known as the Mid Broadway Redevelopment project (the "Project"); and

WHEREAS, the HDFC has or will acquire fee title to the Property, as nominee for the Partnership, and has or will convey its equitable and beneficial interests in the Property 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 Property constitutes a "housing project" as that term is defined in the PHFL; and

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

WHEREAS, pursuant to Section 577 of the PHFL, 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 adopted _____, 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 the land and the improvements included in the Project. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by any affected Taxing Jurisdiction (as defined in Subdivision 1(b) of Section 577 of the PHFL), which has jurisdiction over the Property and intending to bind the applicable Taxing Jurisdictions to the fullest extent provided under Section 577 of the PHFL (collectively, the "Taxing Jurisdictions").

2. This tax exemption will take effect on the date of the HDFC's acquisition of the fee title interest in the Property. For the residential portion of the project, the tax exemption shall continue for a period of thirty (30) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the residential units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. For the commercial portion of the project, the tax exemption shall continue for a period of fifteen (15) years following the date on which a temporary or permanent certificate of occupancy is issued for all of the commercial units comprising the Project, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. This Agreement shall not limit or restrict the HDFC's or the Partnership's right to apply for or obtain any other tax exemption to which the Property 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"). For the residential portion of the project, the Partnership shall make PILOT payments in the amount equal to 4.2% of the total residential rents of the Project per year, on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, 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. For the commercial portion of the project, the Partnership shall make PILOT payments according to the following schedule:

- Years 1 to 5: \$.25 per square foot with an annual 2% escalation beginning in Year 2
- Years 6 to 10: \$.50 per square foot with an annual 2% escalation beginning in Year 7
- Years 11 to 15: \$1.00 per square foot with an annual 2% escalation beginning in Year 12

The Partnership shall pay the annual PILOT payments on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, 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.

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 own and operate the Property and the Project in conformance with Article XI of the PHFL; or (ii) the HDFC assumes sole legal and beneficial ownership of the Property and the Project and operates 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 Property 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 operates 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 by the HDFC or the Partnership except with prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

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. No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by the individual party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this Section may be waived as herein set forth.

10. This Agreement and the performance hereunder, and all actions and special proceedings relating thereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

11. 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.

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

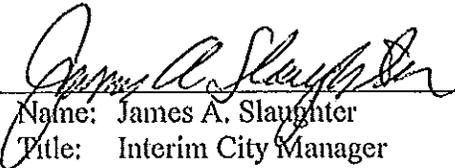
13. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, 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.

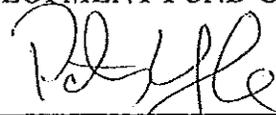
CITY OF NEWBURGH, NEW YORK

DATED: December 10, 2013

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

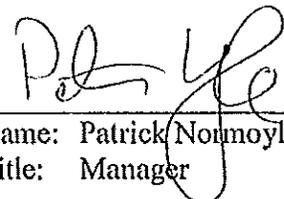
**MID BROADWAY HOUSING
DEVELOPMENT FUND COMPANY, INC.**

DATED: December 10, 2013

By: 
Name: Patrick Normoyle
Title: President

MID BROADWAY LIMITED PARTNERSHIP
BY: Mill Street Partners, LLC,
its Managing General Partner

DATED: December 10, 2013

By: 
Name: Patrick Normoyle
Title: Manager

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

On the 10th day of December 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.

Elizabeth A. Evans
NOTARY PUBLIC

ELIZABETH A. EVANS
Notary Public, State of New York
No. 01EV8279782
Qualified in Orange County
Commission Expires April 15, 2017

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

On the 10 day of DECEMBER in the year 2013, before me personally appeared PATRICK NORMOYE 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.

Lisa Rondon
NOTARY PUBLIC

LISA RONDON
Notary Public, State of New York
No. 01RO6067817
Qualified in Richmond County
Commission Expires Dec. 17, 2015

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

On the 10 day of DECEMBER in the year 2013, before me personally appeared PATRICK NORMOYE 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.

Lisa Rondon
NOTARY PUBLIC

LISA RONDON
Notary Public, State of New York
No. 01RO6067817
Qualified in Richmond County
Commission Expires Dec. 17, 2015

EXHIBIT A

SBL	Address
30-3-24	132 Broadway
30-3-25	136 Broadway
30-3-26	138 Broadway
30-3-27	140 Broadway
30-3-28	142 Broadway
30-3-29	142A Broadway
30-3-30	144 Broadway
30-3-31	146 Broadway
30-3-32	148 Broadway
30-3-33	6 Johnston Street
30-3-34	10 Johnston Street
30-3-35	12 Johnston Street
30-3-36	14 Johnston Street
30-3-37	16 Johnston Street
30-3-38	18 Johnston Street
30-3-23	6 Lander Street
30-3-22	8 Lander Street
30-3-21	14 Lander Street

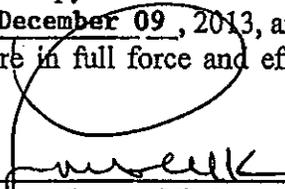
EMMA J. ANTONIUS
Notary Public, State of New York
Commission Expires Dec 17, 2011

LISA RONDON
Notary Public, State of New York
Commission Expires Dec 17, 2011

LISA RONDON
Notary Public, State of New York
Commission Expires Dec 17, 2011

CERTIFICATION

The undersigned, being the duly elected Clerk of the City of Newburgh (the "City"), hereby certifies that the attached is a true, correct and complete copy of certain resolutions unanimously adopted by the City Council Members of the City on December 09, 2013, and such resolutions have not been modified, amended or repealed and are in full force and effect as of the date hereof.



Name: Lorene Vitek
Title: Clerk

EXHIBIT A

SBL	Address
30-3-24	132 Broadway
30-3-25	136 Broadway
30-3-26	138 Broadway
30-3-27	140 Broadway
30-3-28	142 Broadway
30-3-29	142A Broadway
30-3-30	144 Broadway
30-3-31	146 Broadway
30-3-32	148 Broadway
30-3-33	6 Johnston Street
30-3-34	10 Johnston Street
30-3-35	12 Johnston Street
30-3-36	14 Johnston Street
30-3-37	16 Johnston Street
30-3-38	18 Johnston Street
30-3-23	6 Lander Street
30-3-22	8 Lander Street
30-3-21	14 Lander Street

EXHIBIT B
(PILOT Agreement)

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH HOUSE OF REFUGE
TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT
140 BROADWAY FOR THE TUESDAY FARM MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32; 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Tuesday Farm Market at 140 Broadway 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 City Manager be and he is hereby authorized to enter into the attached license agreement with House of Refuge to allow access to and use of several City-owned properties for the purpose of holding the Tuesday Farm Market.

117-16

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and sixteen, by and between the HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 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 the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

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 at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Second: Licensee agrees to use and maintain said facilities 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 property 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 arising out of, 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: This Agreement and the license or privilege term is from July 1, 2016 to October 31, 2016.

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.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By:

MICHAEL G. CIARAVINO
City Manager
Per Resolution No.

HOUSE OF REFUGE
LICENSEE

By:

BISHOP JEFFREY WOODY

Approved as to Form:

KATHRYN MACK
Acting City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 148 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A UNITED STATES DEPARTMENT OF JUSTICE
2016 COPS HIRING PROGRAM GRANT TO PROMOTE COMMUNITY POLICING
IN AN AMOUNT NOT TO EXCEED \$1,068,447.00
WITH A LOCAL CASH MATCH OF \$586,477.00

WHEREAS, the City of Newburgh Police Department performs many duties and offers a variety of services to promote public safety and health; and

WHEREAS, the City of Newburgh Police Department has identified the community policing model as an effective crime prevention tool; and

WHEREAS, the United States Department of Justice has established the COPS Hiring Program (CHP) as a competitive grant program that provides funding directly to law enforcement agencies to increase their community policing and crime prevention efforts; and

WHEREAS, the CHP establishes a funding cap in the amount of \$125,000.00 per officer position based on current entry level salaries and benefits and provides 36 month funding of four (4) additional police officers and requires at least a twenty-five (25%) percent match but includes a 12 month retention at the end of the grant period; and

WHEREAS, the City's request for grant funds under the CHP will not exceed \$1,068,477.00 and the City's match will be approximately \$586,477.00 which constitutes 54% of the benefit costs; and

WHEREAS, this Council has determined that applying for and acceptance of such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a United States Department of Justice 2016 COPS Hiring Program Grant to promote community policing, in an amount not to exceed \$1,068,477.00, with a local cash match of approximately \$586,477.00 required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

48-16



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL"

SECTION A: COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: COPS Hiring Program 2016 (CHP)	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Daniel C. Cameron Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: COPS Hiring Program / USDOJ	GRANT SUBMITTAL DATE: June 23, 2016	AMOUNT OF AWARD: \$1,181,428.00 \$1,086,477
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes / Cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$393,709.33 \$586,477	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Must retain officers for at least one year past end of funding.
PROJECT PLAN: Hire four new police officers using the funding.		
Scope of Project: Funding covers first three years with agreement from City of Newburgh to retain the officers for at least one additional year. Key Stakeholders: City of Newburgh Police		
Project Timeline: (ex. Dates) Once awarded the funding, Police Department will look to hire for the next available Police Academy.		
SECTION B: FOR REVIEW BY CITY COMPTROLLER		
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: <input checked="" type="checkbox"/> YES		
COMMENTS: city will be responsible for approximately 54% of total overall salary and benefit cost. Even		

though grant states 75% - 25% split. there is a cap on the federal share of \$125K for the 3 years¹⁰⁴



City of Newburgh

GRANT APPLICATION FORM

IN-KIND SERVICES REQUIREMENT REVIEWED? YES / NO

COMMENTS: *n/a*

STAFFING ISSUES REVIEWED? YES / NO:

COMMENTS: *5% of current staffing levels validate the request for 4 ~~more~~ personnel.*

ANY ADDITIONAL COMMENTS:

I have some concerns regarding the city's ability to retain in year four.

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER SIGNATURE: _____

Kathryn Muehl

DATE: *5/27/16*

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER SIGNATURE: _____

[Signature]

DATE: *6-7-16*

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL SIGNATURE: _____

[Signature]

DATE: *6/18/16*



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:
<i>add to 6/9/16 with session</i>
<i>for vote at 6/13/16 Council meeting</i>

RESOLUTION NO.: 149 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A COCA COLA FITNESS CHALLENGE PROGRAM GRANT IN THE AMOUNT OF \$2,000.00 FROM THE CATHOLIC YOUTH ORGANIZATION

WHEREAS, the Catholic Youth Organization (CYO) has provided meaningful, organized activities to engage children in competitive sports events for over 75 years; and

WHEREAS, the CYO Physical Education Program is committed to providing a structured platform to improve health and fitness among children through a network of parish and school based programs which are rooted in assessing fitness levels through the Fitnessgram Program which provides feedback to the children and parents on their fitness levels and provide nutrition and wellness tips; and

WHEREAS, the goal of the CYO Fitness Challenge program is to promote healthy growth and development of children using the assessment of Fitnessgram to provide feedback; and

WHEREAS, organizations can earn a \$1,000.00 stipend for each program that participates in the challenge to be used towards the fitness program or the sports programs; and

WHEREAS, the Recreation Department wishes to participate in the Challenge for two programs with the Goldbacks Travel Basketball Program and the Healthy Orange Winter League; and

WHEREAS, this Council has determined that said grant is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Coca Cola Fitness Challenge Program Grant in the amount of \$2,000.00 from the Catholic Youth Organization; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such donation.

149-16

CYO Coca Cola Fitness Challenge Implementation Plan

We Are Excited

Updated as of August 1, 2015

For over 75 years, the CYO has provided meaningful, organized activities to engage our children in competitive sports events. These activities have provided structured and healthy competition in all of the communities comprising the vast Archdiocese of New York. We have always been keenly aware that sports are a positive means of engaging our children in fitness activities and competition. Participating in these sports allows our children to fully engage in running, jumping all while displaying their athleticism, flexibility and strength during competition. Participating in these events early in their lives can create a positive foundation for our young people to engage in an active lifestyle and build rewarding life-long habits. This grant from Coca Cola provides us with a wonderful opportunity to further enhance this mission.

What is the significance and true value of the Coca Cola Fitness Challenge Grant?

CYO brings structure and organization to the parish and school communities throughout the Archdiocese of NY and non-catholic programs. We are certain that the participation in CYO programs improves the overall fitness of the children. However, we never fully recognized just how to measure the overall improvements in the fitness levels of our participants that the CYO program provides. This grant from Coca Cola has given us the opportunity to enhance the experience for each participant. While we knew the children were active and participating, we could not provide any meaningful feedback on their participation. By incorporating the use of the Fitnessgram assessment tool, we can now add value and feedback to the children participating in the various CYO sports programs. **For the first time in 75 years, because of Coca Cola, we now have the means to provide feedback to the children and their parents that their participation in CYO sports is serving as the foundation to lifelong fitness/wellness habits.** With this grant, we have added value to their participation in CYO sports. CYO is more than just sports, it is also fitness.

Why should my school/program participate?

- You are already doing it! Your kids are running, jumping, tumbling, throwing, shooting. Let's teach them that their participation is more than just about playing a sport, let's make this a lifelong habit.
- This adds additional value to the sports or PE programs you are already doing.
- Makes each child's participation significant. Imagine showing a report generated from Fitnessgram to parents and children that their fitness levels have improved from participating in your sports program!

If my parish or school participates, what do we get?

- \$1000 stipend to be used towards the fitness program or your sports programs
- \$599 Fitnessgram software and 24-hour technical support
- Fitnessgram Manual and "how to" guidelines on performing correct exercises and administering accurate assessments.
- Nutrition and wellness tips distributed in a flyer form that can easily be distributed by the best means you deem appropriate for your community.
- Education: nutritionist available for consultation or workshop.

Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the CYO Coca Cola Fitness Challenge

646-794-2050 office 917-284-0605 cell seth.peloso@archny.org

CYO Coca Cola Fitness Challenge Implementation Plan

2

What are our responsibilities? Responsibilities of School/Parish

- Pre-season assessment to be completed by November 15th 2015, post-season assessment to be completed by May 31st, 2016 using the Fitnessgram tests consisting of the Pacer Test, Push-up, curl up and flexibility test.
- Build in these four basic exercises into your practice routine or activity planning.
- Promote fitness/wellness in your community.
- Enter Data into Fitnessgram online program for Archdiocese of New York member schools or parishes. For public, charter or community youth organizations, the excel data reporting sheet is the preferred method, which we will provide for you.

Structure:

- We will be structured as a “district” model.
- CYO administers username & passwords to participating parishes/schools for the Fitnessgram program.
- We monitor progress through Fitnessgram to assist and provide assistance when needed.

Is there any additional costs to the school or program?

- **NO.** There is no additional costs.

We are a parish based program and don't have a PE Teacher to administer the test, can we still do this program?

- **Yes.** The foundation of CYO is built upon the volunteerism of our network of 4000 coaches. We will set up your parish based Fitnessgram, supply you with the materials and instructions for the Fitnessgram.

Who is eligible to participate?

- Any child in your parish, school or sports programs between the ages of 5-17. We want to help bring awareness to every child, parent, coach to improve the health and fitness of our community and beyond.

When can we start this program, how long does it last?

- The program coincides with the academic calendar. We anticipate the pre-assessment tests to be completed by November 15th, 2015 and the post-assessment tests to be completed by May 31st, 2016.

Our school does not have a Physical Education program, can we still participate?

- **Yes.** The Fitnessgram allows you to add a Fitness/wellness component to your sports programs. Everything will be provided for you. We have consulted with Kids in the Game, a company specializing in after-school, physical education and recess fitness programming. They are currently serving many of our participating programs. They can be made available to provide the staff to administer this program.

*Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the
CYO Coca Cola Fitness Challenge*

646-794-2050 office 917-284-0605 cell seth.peloso@archny.org

CYO Coca Cola Fitness Challenge Implementation Plan

3

We don't have a Physical Education Teacher, but are very interested, can you help?

- Yes. We have consulted with Kids in the Game, a company specializing in after-school, physical education and recess fitness programming. They are currently serving many of our participating programs. They can be made available to provide the staff to administer this program that best fits the needs of the school.

What are the estimated time commitments of this?

- This program is intended to be built into what you are already doing, part of your sports programs or PE programs. **The time to administer the assessment test can be spread out and does not have to be done all in one day. A total of 2 hours is estimated to administer all 4 testing components combined.**

Do we have to promote or buy Coca Cola products?

- No. The only thing we need to worry about is improving the health & wellness of our children. There is no product endorsement requirements.

Will our personal information be shared with Coca Cola or any third party?

- No. No personal information will be shared with anyone. For teachers that will be logging in and entering the data themselves on the Fitnessgram website, the service is secure. For those programs that are out of Archdiocese network such as public, charter school or community organizations, we have set up guidelines to remain within the laws pertaining to the sharing of student data. Please inquire if you would like to know more.

If my School or Parish participates in the Coca Cola Fitness Challenge, does every child have to participate?

- No. Each child will be given the opportunity to opt-out of the program. However, we hope that parents will see that this is a great opportunity for our community to learn more about fitness & wellness and through the community support, we can leave a lasting impression with the children towards a healthier lifestyle.

We Can Make It Happen

Achieving our measurable outcomes outlined in Grant Proposal:

1. *Assess fitness levels of 24,000 youth participants over 3 years*
2. *Improve levels of health and nutrition knowledge of 24,000 youth participants and their parents over 3 years*
3. *Raise awareness of healthy habits and lifestyles in the communities we serve*

Update as of August 1st, 2015: After just concluding our second year of this 3 year grant, we have far exceeded our goals with 1 year still remaining. **142 schools/programs** across all five NYC boroughs and all counties in between Westchester all the way to Kingston NY are participating. The data is still being compiled, but over 30,000 children have participated in the program to date. We are excited for year three and the addition of 70 more programs. We hope you will join us and address this important initiative.

Visit our CYO Fitness Program Page at www.cyony.org to learn more.

Contact Seth Peloso, Director of CYO Operations-NYC to learn how your school can participate in the
CYO Coca Cola Fitness Challenge

646-794-2050 office 917-284-0605 cell seth.peloso@archny.org

RESOLUTION NO.: 150 - 2016

OF

JUNE 13, 2016

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A VENDOR SERVICES AGREEMENT WITH
BREATH OF NEW LIFE MINISTRIES AT A COST NOT TO EXCEED \$6,750.00
TO MANAGE THE HELPING YOUNG PEOPLE EXCEL PROGRAM
AT THE RECREATION DEPARTMENT**

WHEREAS, the City of Newburgh Recreation Department has established the Helping Young People Excel ("H.Y.P.E.") youth program to assist boys and girls in 6th through 8th grades with homework, provide life skills training and mentorship programs and facilitate recreational activities; and

WHEREAS, Breath of New Life Ministries has submitted a proposal to manage the H.Y.P.E. program by providing three staff members at a rate of \$15.00 per hour for three hours per day Monday through Friday from the period beginning April 18, 2016 and ending June 24, 2016; and

WHEREAS, it is necessary and appropriate to enter into a vendor service agreement with Breath of New Life Ministry to provide the services set forth in its proposal in an amount not to exceed \$6,750.00, which funding will be derived from A.7140.0110.0000.0000; and

WHEREAS, the Council has reviewed the attached Agreement and has determined that it is in the best interest of the City of Newburgh and its youth to enter into such Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute a Vendor Services Agreement with Breath of New Life Ministries at a cost not to exceed \$6,750.00 to provide staff to the Helping Young People Excel program at the City of Newburgh Recreation Department.

155-16

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2016, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **BREATH OF NEW LIFE MINISTRIES**, a firm with principal offices at 292 Ann Street Newburgh, New York 12550, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise

of _____ the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning April 18, 2016, and ending June 24, 2016.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY a weekly itemized invoice for SERVICES as set forth in Schedule A, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within thirty (30) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$6,750.00 has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to

this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim

damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants

and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency,

municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this

Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least three (3) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to

report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance

of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this

Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____
Michael G. Ciaravino
City Manager
Per Res. No.

BY: _____
Name:
Title:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Kathryn Mack
Acting City Comptroller



292 Ann St., Newburgh, NY 12550 (845) 563-0141

Derrick Stanton, Director
City of Newburgh Recreation
Newburgh, NY 12550

RE: Contract Agreement with Breath of New Life to manage the H.Y.P.E youth program

THIS AGREEMENT is made and entered into this 18th of April, by and between The City of Newburgh Recreation department (hereinafter referred to as the "OWNER") and Breath of New Life Ministries (Malinda Ware). (hereinafter referred to as "BONL").

Descriptions of the parties.

(a) Owner is a

City of Newburgh Recreation Department
83 Broadway
Newburgh, NY 12550

(b) Consultant

Breath of New Life Ministries
292 Ann St.
Newburgh, NY 12550
(Malinda Ware- Church Administrator)
(845) 563-0141



292 Ann St., Newburgh, NY 12550 (845) 563-0141

Terms

The initial terms of this agreement shall be for a period of (April 18 – June 24) (the “Initial Term”) commencing on Friday, June 24, 2016.

NAME OF PROJECT

Subject to the provisions of this Agreement, the youth program shall be known **H.Y.P.E (Helping Young People Excel)** throughout the term of this Agreement as hereinafter defined.

SCOPE OF THE PROJECT

Owner hereby engages Breath Of New Life Ministries to manage and Facilitate the **H.Y.P.E youth program** at the City of Newburgh Recreation upon the terms and conditions provided herein.

Project Execution

The City of Newburgh Recreation Department through sub-contractual services with BONL ministries will provide youth program and services between the hours of 2:30pm – 6pm (Mon – Fri) with emphasis on mentorship, life skills and a variety of fun activities.

BONL ministries will act as sole project manager for the City of Newburgh Recreation department. BONL will Create, plan and execute a variety of engaging activities to enhance the quality of life for the City of Newburgh’s Youth out of school hours.

Five - Weekly 3 hour sessions for a total of 10 weeks – (Mon – Fri) will be held at The City of Newburgh Recreation Department Activity Center.

Breath Of New Life Ministries’ staff will facilitate the various areas of concentration and help students to apply the knowledge and techniques to their specific area expertise, help with homework and provide life skill trainings along with mentorship programs for boys and girls grades 6th - 8th.

Program Description as follows:



292 Ann St., Newburgh, NY 12550 (845) 563-0141

See Attached Program Calendar (April, May and June)

Budget

In consideration and in full payment for the services to be performed under this agreement the owner hereby agrees to issue all payment to Breath of New Life Ministries. Owner agrees to issue payments not to exceed the agreed amount \$6,750. The initial supplies to include snacks will be rendered at start as per start of program date April 18th. The remaining will be invoiced weekly immediately following the initial class and retro-active as of April 18 2016 start date.. A late penalty of 1.5% will accrue each 30 days invoices are not paid.

Termination or Suspension

The H.Y.P.E. (Helping Young People Excel) youth program contract shall continue in force until terminated by mutual agreement of the parties or in the event of fraud, abandonment, insolvency, gross or willful misconduct or breach of any of the conditions of this contract. This contract will terminate immediately by providing written notice to owner, which termination will be effective upon receipt.

You can reach me at (845) 527-5156 or (845) 563- 0141. I look forward to working with you again this year.

Thank you for your time and consideration.

Malinda G. Ware, Administrator
Breath of New Life Ministries

Date

Mr. Derrick Stanton, Director City of Newburgh Recreation

Date

RESOLUTION NO.: 151 - 2016

OF

JUNE 13, 2016

RESOLUTION AMENDING RESOLUTION NO: 300-2015,
THE 2016 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$117,810.00 FROM GENERAL FUND CONTINGENCY
TO PROPERTY MAINTENANCE - OTHER SERVICES
FOR EMERGENCY ABATEMENT WORK AT 316 FIRST STREET

WHEREAS, due to an emergency threatening the life, health, safety and welfare of the residents of the City of Newburgh, emergency work has been undertaken at 316 First Street to abate the unsafe conditions; and

WHEREAS, the cost of the emergency abatement work is \$117,810.00 for which no allocation was made in the 2016 Budget; and

WHEREAS, a transfer of funds from the 2016 General Fund Contingency to Property Maintenance - Other Services is required to fund the emergency abatement work;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 300-2015, the 2016 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1990 Contingency	\$117,810.00	
A.1365.0448 Property Maintenance Other Services		<u>\$117,810.00</u>
TOTALS:	\$117,810.00	\$117,810.00

RESOLUTION NO.: 152-2016

OF

JUNE 13, 2016

**A RESOLUTION AMENDING THE 2016 PERSONNEL ANALYSIS BOOK
TO CREATE ONE NEW FULL-TIME ACCOUNT CLERK POSITION
IN THE OFFICE OF THE CITY COMPTROLLER**

WHEREAS, the Acting City Comptroller has recommended adding one full-time Account Clerk position; and

WHEREAS, the City Council has determined that adding on full-time Account Clerk position in the Office of the City Comptroller will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the addition of the full-time Account Clerk position requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2016 be and is hereby amended to create one additional full-time Account Clerk position within the Office of the City Comptroller at Grade 3, Step 1.

RESOLUTION NO.: 153 - 2016

OF

JUNE 13, 2016

A RESOLUTION RESCINDING RESOLUTION NO. 243-2015 OF SEPTMBER 28, 2015
WHICH AUTHORIZED THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE YOUTH EMPOWERMENT CENTER
FOR THE FIRST FLOOR OF 104 SOUTH LANDER STREET

WHEREAS, by Resolution No. 147-2013 of August 15, 2013, the City Council of the City of Newburgh authorized the Interim City Manager to enter into a license agreement with the Youth Empowerment Center for use of the first floor of 104 S. Lander Street for a term of one year and said License Agreement was fully executed on August 27, 2013; and

WHEREAS, by Resolution No. 261-2014 of October 14, 2014 and by Resolution No. 243-2015 of September 28, 2015, the City Council of the City of Newburgh authorized the City Manager to execute license agreements with the Youth Empowerment Center for use of the first floor of 104 South Lander Street each for a one year term, together with such other terms and conditions as may be deemed appropriate and necessary by the City Manager and the Corporation Counsel; and

WHEREAS, this Council finds that rescinding the prior resolutions authorizing the execution of the license agreements and terminating said license agreements is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 261-2014 of October 14, 2014 and Resolution No. 243-2015 of September 28, 2015 be and hereby are rescinded and that the City Manager and the Corporation Counsel be and hereby are authorized to take further and necessary action to terminate said license agreements, to regain possession of the premises and to effectuate the purposes of this resolution.

RESOLUTION NO.: 154 - 2016

OF

JUNE 13, 2016

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 440 CARPENTER AVENUE (SECTION 56, BLOCK 2, LOT 1-20)
AT PRIVATE SALE TO BRUCE R. MCLEAN**

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

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

WHEREAS, Bruce R. McLean, the former owner of 440 Carpenter Avenue, being more accurately described as Section 56, Block 1, Lot 1-20 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 440 Carpenter Avenue, Section 56, Block 1, Lot 1-20, to Northern Highlife, LLC be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$14,910.07, no later than June 30, 2016; and

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

RESOLUTION NO.: 155 - 2016

OF

JUNE 13, 2016

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 163 S. WILLIAM STREET (SECTION 45, BLOCK 2, LOT 2)
AT PRIVATE SALE TO JORGE ARIAS**

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

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

WHEREAS, Jorge Arias, the former owner of 163 S. William Street, being more accurately described as Section 45, Block 2, Lot 2 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 163 S. William Street, Section 45, Block 2, Lot 2, to Jorge Arias be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$33,910.61, no later than June 30, 2016; and

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

RESOLUTION NO.: 156 - 2016

OF

JUNE 13, 2016

**A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 47 LANDER STREET (SECTION 30, BLOCK 4, LOT 1)
AT PRIVATE SALE TO PATEN OF ORANGE COUNTY, INC.**

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

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

WHEREAS, Paten of Orange County, Inc., by Patrick Navas, the former owner of 47 Lander Street, being more accurately described as Section 30, Block 4, Lot 1 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 47 Lander Street, Section 30, Block 4, Lot 1, to Paten of Orange County, Inc. be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$78,330.80, no later than June 30, 2016; and

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

RESOLUTION NO.: 157 - 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 7 VAN NESS STREET (SECTION 29, BLOCK 6, LOT 3)
AT PRIVATE SALE TO FREDY A. ARIAS

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

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

WHEREAS, Fredy A. Arias, the former owner of 7 Van Ness Street, being more accurately described as Section 29, Block 6, Lot 3 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 7 Van Ness Street, Section 29, Block 6, Lot 3, to Fredy A. Arias be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$38,592.37, no later than June 30, 2016; and

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

RESOLUTION NO.: 158 - 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF REAL PROPERTY
KNOWN AS 140 W. PARMENTER STREET (SECTION 38, BLOCK 2, LOT 49)
AT PRIVATE SALE TO 215 WASHINGTON STREET CORPORATION

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

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

WHEREAS, 215 Washington Street Corporation, by Sixto Reyes, the former owner of 140 W. Parmenter Street, being more accurately described as Section 38, Block 2, Lot 49 on the official tax map of the City of Newburgh, has requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 140 W. Parmenter Street, Section 38, Block 2, Lot 49, to 215 Washington Street Corporation be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$8,772.31, no later than June 30, 2016; and

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

RESOLUTION NO.: 159 - 2016

OF

JUNE 13, 2016

A RESOLUTION TO AUTHORIZE THE RE-PURCHASE OF
REAL PROPERTY KNOWN AS 88 CARPENTER AVENUE
(SECTION 22, BLOCK 2, LOT 40)
AT PRIVATE SALE TO GERALD AND ALICIA JONES

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

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

WHEREAS, Citimortgage, on behalf of the former owners of 88 Carpenter Avenue, being more accurately described as Section 22, Block 2, Lot 40 on the official tax map of the City of Newburgh, requested to re-purchase the property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of 88 Carpenter Avenue, Section 22, Block 2, Lot 40, to Gerald and Alicia Jones be and hereby is confirmed and that the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of all past due tax liens, together with all interest and penalties accruing thereon, and all currently due taxes and charges are paid, in full, for a total amount of \$27,302.98, no later than June 30, 2016; and

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

RESOLUTION NO.: 160-2016

OF

JUNE 13, 2016

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5941-2014, 5902-2015 INVOLVING SECTION 3, BLOCK 3, LOT 2 (GASLAND PETROLEUM, INC.)

WHEREAS, Gasland Petroleum, Inc. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2014-2015 and 2015-2016 tax assessment years bearing Orange County Index Nos. 5941-2014, 5902-2015 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Gasland Petroleum, Inc. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 3-3-2 remain at an assessed value of \$544,000.00 and the Petition filed by Petitioner with regard to the tax year 2014-2015 be dismissed; and
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2015-2016 as tax map number 3-3-2 be set at an assessed value of \$410,000.00.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax years 2016-2017 & 2017-2018 as tax map number 3-3-2 remain at an assessed value of \$410,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

20-16
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of:
GASLAND PETROLEUM,

CONSENT JUDGMENT

Petitioner,
-against-

Index No. 2014-005941
Index No. 2015-005902

CITY OF NEWBURGH, A Municipal Corporation,
and its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

For Review of the Assessment of Certain Real Property
under Article 7 of the Real Property Tax Law.

-----X
UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties, it is

ORDERED, that the Petition filed by Petitioner regarding the real property of the
Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as follows:

Tax Map No. 3-3-2

be dismissed in its entirety; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh
tax rolls for the tax year 2015-16 as follows:

Tax Map No. 3-3-2

Be reduced in assessment from \$544,000.00 to a total assessment of \$410,000.00 for a total
reduction in assessment of \$134,000.00, prior to the application of any real property tax
exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for
the 2015-2016 School, County and City taxes be adjusted accordingly and that the Petitioner be
reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the

case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that the taxes regarding the real property of the Petitioner described

on the City of Newburgh tax rolls for the tax years 2016-2017 & 2017-2018 as follows:

Tax Map No. 3-3-2

be frozen at a total assessment of \$410,000.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ____ day of _____, 2016 at Goshen, New York.

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:
Per Res. No.

KAREN E. HAGSTROM, ESQ.
Corbally, Gartland and Rappleyea, LLP
Attorney for the Petitioner
Dated:

Joanne Majewski, IAO
Assessor
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents (2014-2015)
Dated:

RESOLUTION NO.: 161 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH COLLEEN GUYT IN THE AMOUNT OF \$5,000.00

WHEREAS, Colleen Guyt brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand and 00/100 (\$5,000.00) 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 Manager is hereby authorized to settle the claim of Colleen Guyt in the total amount of Five Thousand and 00/100 (\$5,000.00) Dollars and that the City Manager and the Corporation Counsel be and hereby are authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 162 - 2016

OF

JUNE 13, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH KELLY WOODSON IN THE AMOUNT OF \$5,216.00

WHEREAS, Kelly Woodson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Two Hundred Sixteen and 00/100 (\$5,216.00) 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 Manager is hereby authorized to settle the claim of Kelly Woodson in the total amount of Five Thousand Two Hundred Sixteen and 00/100 (\$5,216.00) Dollars and that the City Manager and the Corporation Counsel be and hereby are authorized to execute documents as the City's attorney may require, to effectuate the settlement as herein described.