

A regular meeting of the City Council of the City of Newburgh was held on Tuesday, October 13 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Pastor Dextro Tiller followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia- 6

Absent: Councilwoman Angelo - 1

PRESENTATIONS

John Aber, Comptroller presented the Fiscal Year 2016 Proposed Budget to the City Council.

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Holmes seconded that the Minutes of the September 28, 2015 Council Meeting be approved.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

CARRIED

CITY MANAGER UPDATE

City Manager, Michael Ciaravino gave an update on some key highlights and progress in City departments.

City Of Newburgh Proposed 2016 Budget



Michael G. Ciaravino
City Manager

John J. Aber
City Comptroller



2016 Managers Proposed Budget

The FY2016 City Managers Proposed General Fund Budget is \$43,216,587

The FY2016 City Managers Proposed Enterprise Fund Budget is \$15,045,083

The Goals of the 2016 Budget include:

Continue to control expenses without reducing services

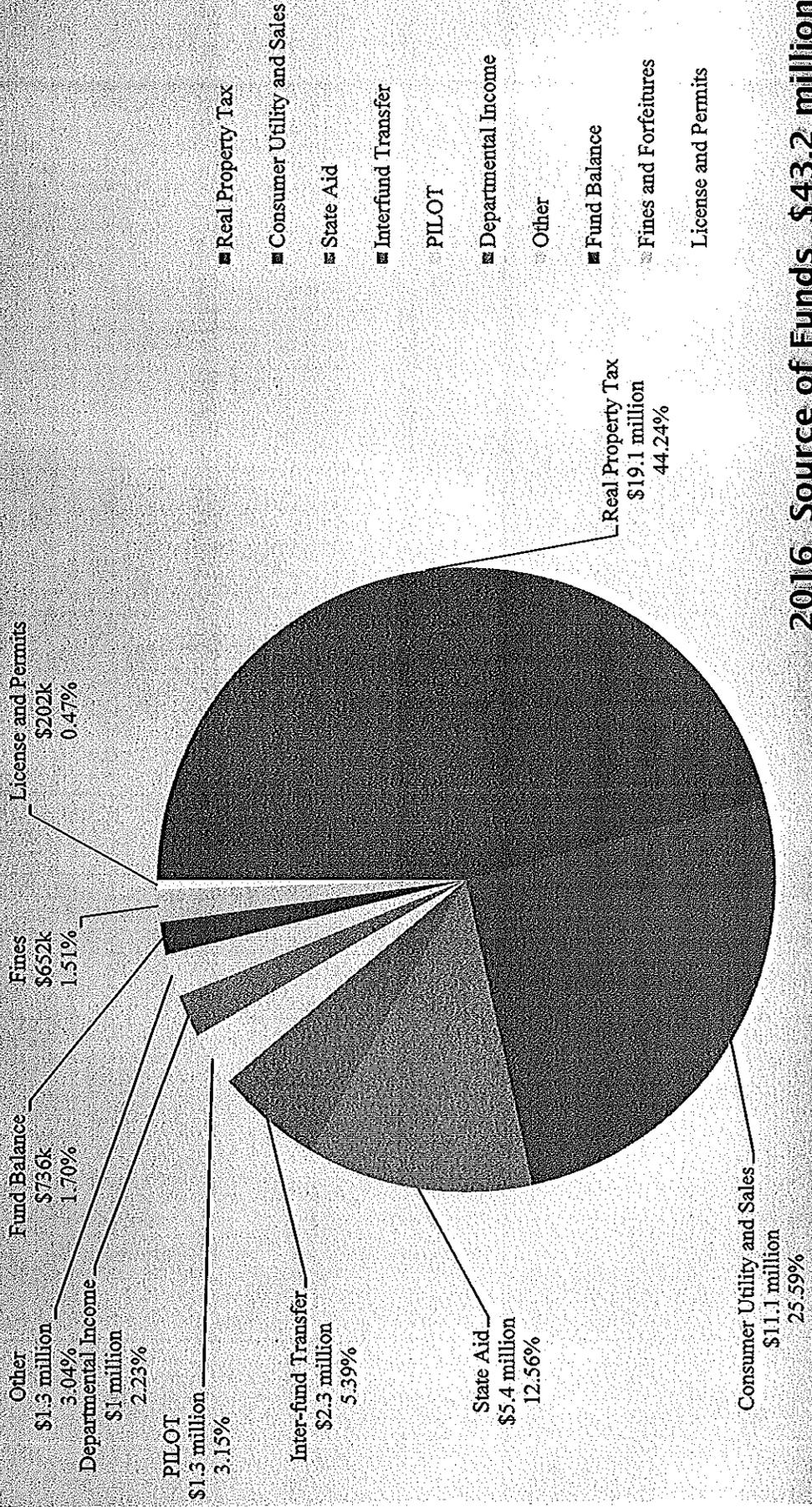
Exploring and implementing new revenue sources

Increase collaboration amongst departmental resources including personnel and equipment

Continued focus on code enforcement



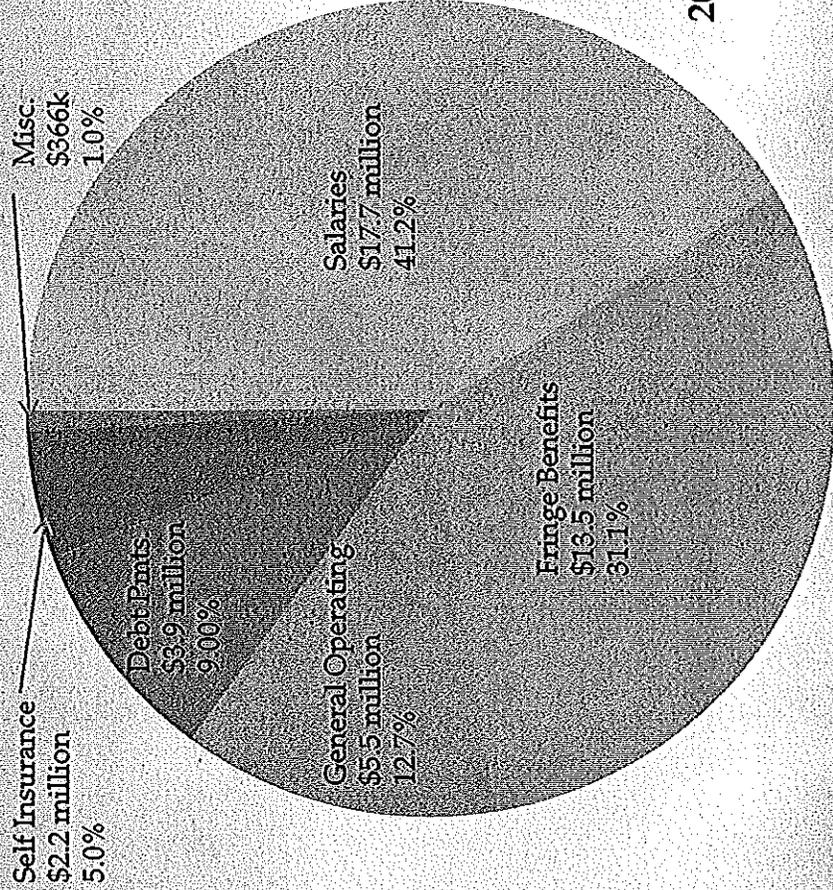
General Fund Revenue



2016 Source of Funds \$43.2 million



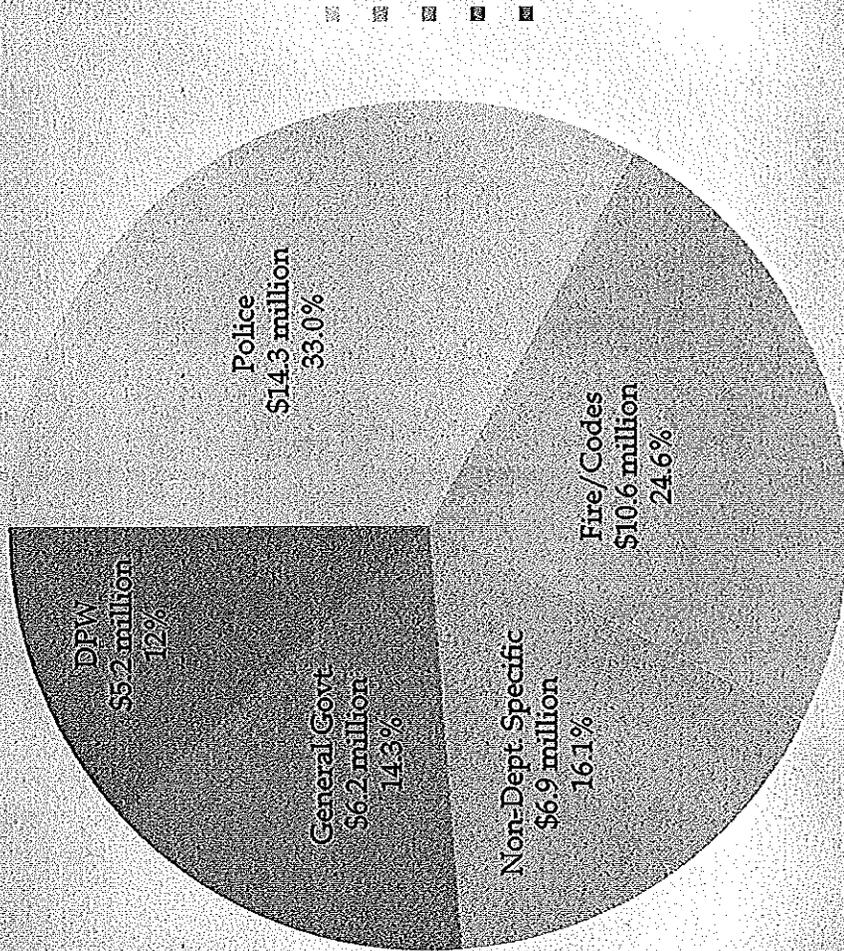
General Fund Expense



2016 Use of Funds \$43.2 million

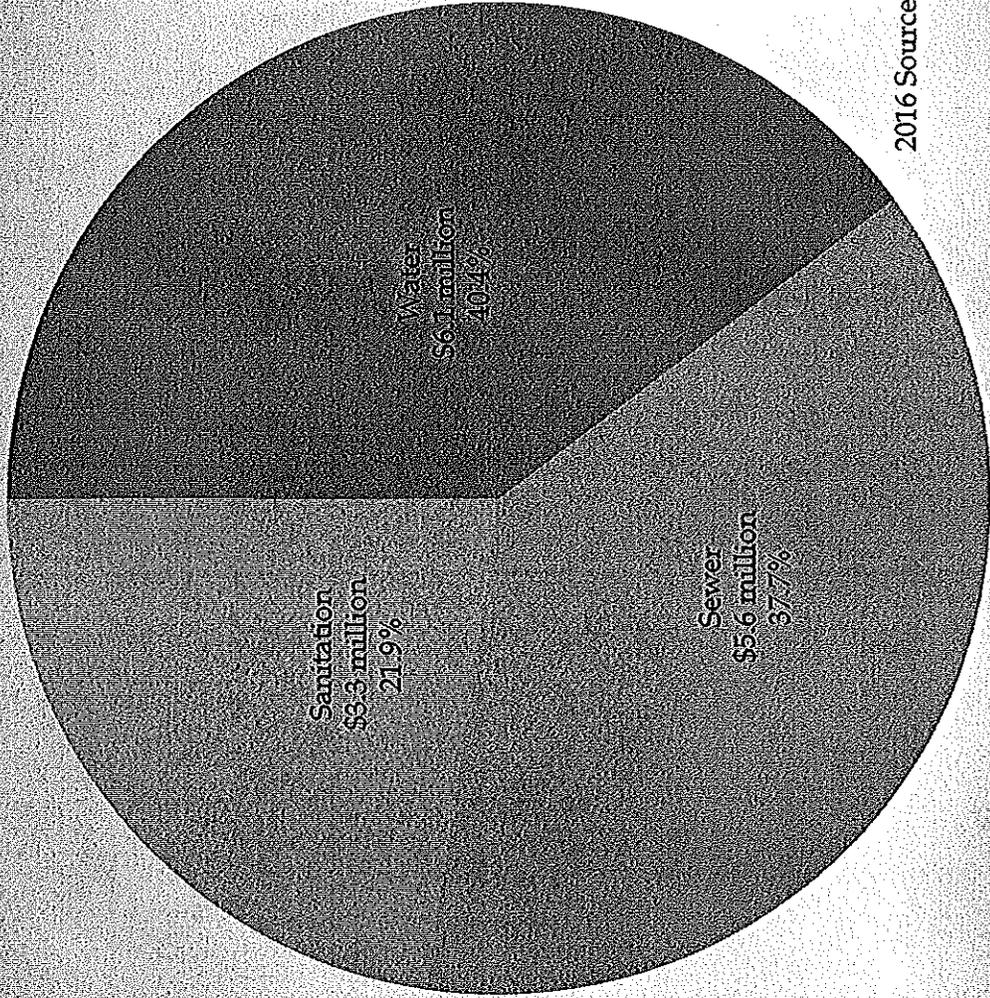


General Fund Expense Allocation





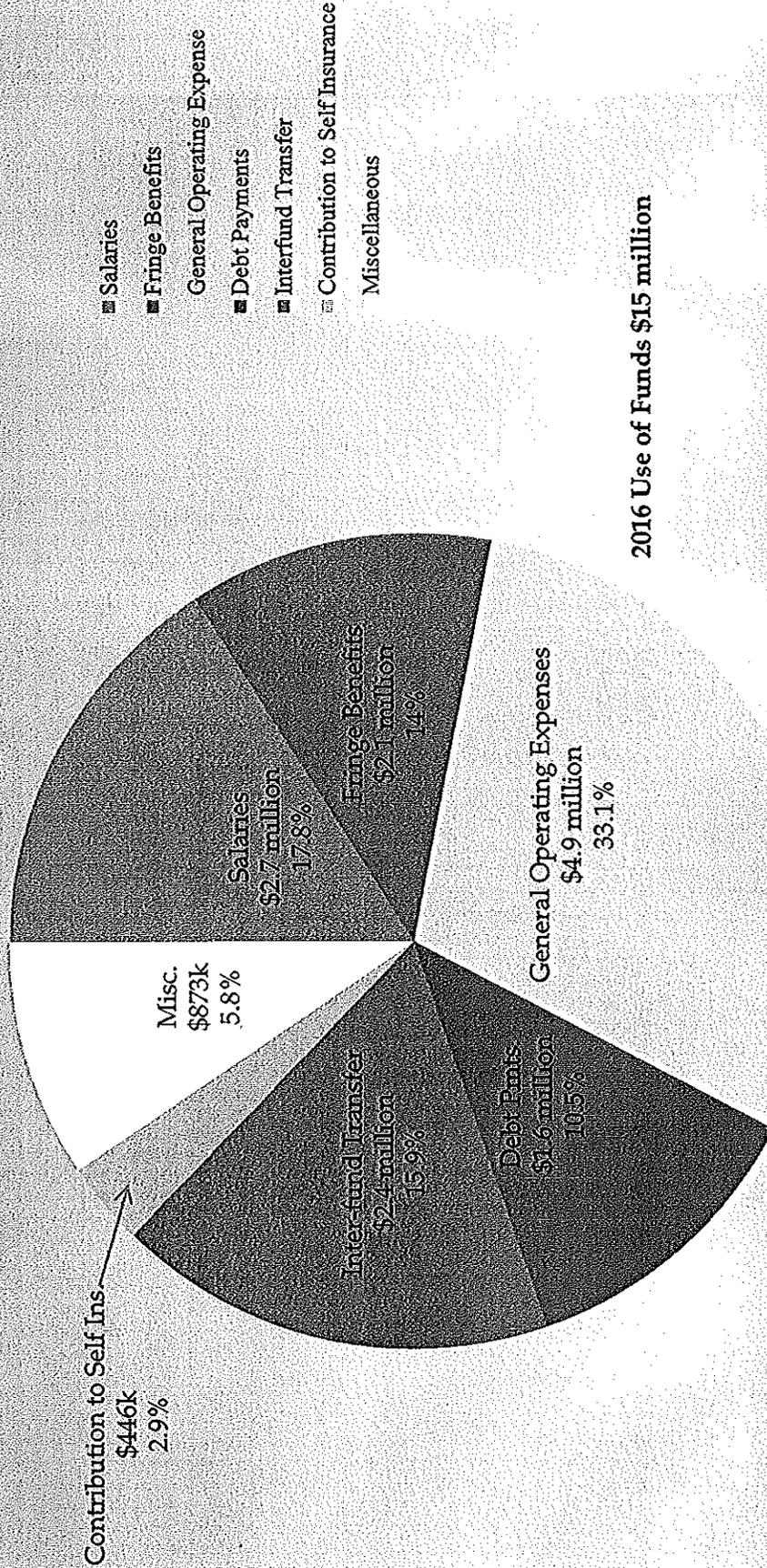
Enterprise Revenue



2016 Source of Funds \$15 million



Enterprise Expense

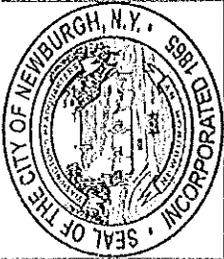


2016 Use of Funds \$15 million



Highlights of 2016 Proposed Budget

1. Decrease in the Property Tax Levy for the second consecutive year.
 1. Anticipated decrease in Homestead rate of \$0.04 per thousand
 2. Anticipated decrease in Non-Homestead rate of \$0.004 per thousand
2. Provides \$540k for paving city streets
3. Funds contractual obligations for the new IAFF and CSEA labor contracts
4. Funds restoration of the 2.5% salary reduction (from 2009 fiscal crisis) for non-bargaining staff
5. Funds the hiring of two additional Part-time inspectors for Code Enforcement
6. Provides two Assistant Engineers to manage the implementation of the Department of Environmental Conservation (DEC) mandated Long Term Control Plan (LTCP Sewer), administer Municipal Separate Storm Sewer System (MS4) compliance mandates and the Inter-Municipal Water Connection Projects (Water)
7. Provides funding to replace malfunctioning Information Technology (IT) Servers
8. Provide an additional mechanic for DPW to maintain and repair all Water Department vehicles and equipment
9. Hiring additional seasonal worker for DPW Parks
10. Upgrading an Animal Control Specialist (ACS) to full time for the Police Department
11. Creates a capital reserve account for the Water Fund
12. Provides capital funds to continue improvements at the sewer treatment plant
13. Provides funding to purchase a new street sweeper in the Sanitation Fund



Next Steps

- October 13, 2015
Presentation of the 2016 City Manager's Proposed Budget to the Newburgh City Council and residents
- October 14, 2015
Submission of the 2016 City Manager's Proposed Budget to the Office of the State Comptroller
- October 19, 2015
Budget Work Sessions with City Council begin
- October 30, 2015
Budget Work Sessions end
- November 9, 2015
Public Hearing Scheduled on 2016 Budget
- November 23, 2015
City Council Adopts the 2016 Budget
- January 1, 2016
FY2016 Budget Year begins

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Janet Gianopoulos, City of Newburgh requested that the Budget Presentation be posted on the Website as soon as possible so that the citizens and taxpayers can look at it. She noted that the City Manager's Update was excellent and he seems to be addressing a lot of issues in a straight forward way so she hopes that in regard to our municipality he will aim for nothing less than being the best in New York.

Sheila Murphy, City of Newburgh suggested that instead of putting the Budget on the Website they should put it into a booklet for the residents to purchase if they want to. Resolution #253-15 authorizes General Liability Insurance for one year on the city owned tax foreclosed properties but what about the properties that have been sitting for years? She noted that people can't walk on sidewalks around these city owned properties or they will fall and get hurt so she feels that the insurance should be for as long as the property is owned by the City.

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

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Mayor Kennedy asked if the Proposed Budget could be posted on the Website with copies at the Library and a few other public locations for people to view.

John Aber, Comptroller said that there will be copies available at the Public Library and in the City Clerk's Office. In the past they have sold copies to the public at twenty-five cents per page which can get expensive as the book is over one hundred pages.

Mayor Kennedy noted that there will be a copy at the Library and the Clerk's Office and it will also be posted online. In regard to the Liability Insurance, that's something that has to be renewed each year. We have to carry Liability Insurance on all of our buildings so this is a yearly renewal process.

Councilwoman Holmes agrees that the sidewalks need to be fixed so she hopes that with this Budget they do something with the CDBG money for that to be done.

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

RESOLUTION NO.: 252- 2015

OF

OCTOBER 13, 2015

**A RESOLUTION TO IMPLEMENT A CITY-WIDE
CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER
ON OCTOBER 30TH AND 31ST
FROM 9:00 P.M. UNTIL 6:00 A.M.**

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October, 30th and 31st are associated with Halloween related activities, including “Trick or Treating” and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. each day, starting at 9:00 p.m. on Friday, October 30, 2015, and ending at 6:00 a.m. on Sunday, November 1, 2015; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City’s young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor’s parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

Councilwoman Mejia moved and Councilwoman Holmes seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 253-2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING APPROVAL OF A GENERAL
LIABILITY INSURANCE POLICY FOR CITY-OWNED TAX
FORECLOSED PROPERTIES FOR THE PERIOD OF
OCTOBER 27, 2015 TO OCTOBER 26, 2016**

WHEREAS, the City of Newburgh has maintained general liability insurance coverage for City-owned tax-foreclosed properties since 2010; and

WHEREAS, Arthur J. Gallagher of New York, Inc. has recommended a renewal of liability insurance coverage for Fiscal Year 2015-2016;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning October 27, 2015 through October 26, 2016 with all liability insurance to be provided by Nautilus Insurance Company; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. to provide for insurance coverage for the City-owned tax foreclosed properties for the period of October 27, 2015 to October 26, 2016.

Councilwoman Abrams moved and Councilwoman Holmes seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 254 - 2015

OF

OCTOBER 13, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPTION AND PURCHASE AGREEMENT WITH FD WATER STREET HOLDINGS LLC FOR THE SALE AND REDEVELOPMENT OF REAL PROPERTY KNOWN AS 35-37 BROAD STREET (SECTION 10, BLOCK 3, LOT 2.2), 207 WATER STREET (SECTION 12, BLOCK 3, LOT 2.1), 207 WATER STREET REAR (SECTION 12, BLOCK 3, LOT 4), 209 WATER STREET (SECTION 12, BLOCK 3, LOT 3), 215 WATER STREET (SECTION 12, BLOCK 3, LOT 1.2), 182 WATER STREET (SECTION 12, BLOCK 6, LOT 4) AND 248 WATER STREET (SECTION 10, BLOCK 4, LOT 3) WITH A PROPOSED PURCHASE PRICE OF \$213,300.00

WHEREAS, the City of Newburgh is the owner of real property located at 35-37 Broad Street, 207 Water Street, 207 Water Street Rear, 209 Water Street, 215 Water Street, 182 Water Street and 248 Water Street, being more accurately described as Section 10, Block 3, Lot 2.2; Section 12, Block 3, Lot 2.1; Section 12, Block 3, Lot 4; Section 12, Block 3, Lot 3; Section 12, Block 3, Lot 1.2; Section 12, Block 6, Lot 4; and Section 10, Block 4, Lot 3, respectively, on the Official Tax Map of the City of Newburgh; and

WHEREAS, FD Water Street Holding LLC has presented a proposal for the purchase and development of the aforementioned parcels; and

WHEREAS, the parties wish to enter into the Option and Purchase Agreement in substantially the form attached hereto; with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law and as are in the best interests of the City of Newburgh; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh and its continuing development to enter into such Option and Purchase 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 prepare and execute an option and purchase agreement, in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with FD Water Street Holding LLC, and other related documents as may be required by the Corporation Counsel.

Councilwoman Abrams moved and Councilwoman Mejia seconded that the resolution be adopted.

Councilwoman Lee motioned that this resolution be tabled. She would like to see the proposed plan and she doesn't feel comfortable with this purchase price. She wants to know what the assessment is to date because this sounds like it's an offer.

Michelle Kelson, Corporation Counsel explained that the assessment of all the properties was given to the Council prior to the last Work Session. It was attached to the Agreement and has been in all of the documents that the Council received for the previous Work Session and tonight's meeting. The total assessment for the properties is \$300,200.00.

Councilwoman Holmes agreed that this should be tabled because this is prime waterfront property. They say it will take them about four years so she needs to think about this more because for four years somebody else can step in and pay \$330,000.00 for this property.

Councilwoman Lee thinks they need to see a proposed plan. If we are being asked to hold on to it for four years, she needs an ironclad reason as to why. Since this is a project that will go into effect after many of them are off the City Council there is no reason to address this now. She doesn't know what the rush is.

Councilwoman Abrams has been thinking about this a lot and she feels that since this property has been vacant for so long they should strike when the iron is hot. Take the money and run. This is a project where they have not requested a PILOT or a tax break for this property so there is no time like the present to say yes to this.

Councilwoman Lee said that is what she's concerned about. They are really just asking us to hold it and set it aside for them so there is no reason to do this right now.

Councilwoman Abrams said it is a Binder like when you buy a house.

Councilwoman Lee said we have Binders which is part of the problem because they are just sitting and the City looks a mess. We have all of these Agreements out there and nothing has been done.

Councilman Brown said that this is a decision that should be made by future Council as he and Councilwoman Lee will not be here to see this project through so they should not be voting on it. Real estate goes up in price not down and at the riverfront he is sure it will be going up so he has a problem with the purchase price. He feels this should be tabled for future Council to consider.

Councilwoman Mejia said that if developers are coming to our table with a proposal she doesn't want to postpone decisions because part of the Council will not be here and if there are holes in this project which does not work for a majority of this Council then let's talk about what those holes are and aggressively tackle them. She doesn't want to send a signal to potential developers that we don't have our act together. We just went through the Budget and unless we start to increase our tax base we are going to be having the same discussion every year. She added that we know what our jewels are so let's start to

aggressively bundle them because if we are not willing to move forward and table this what's next?

Councilwoman Holmes asked what guarantee do they have that they are within four years going to do something with this property. We are just letting them hold it to do what they wish.

Councilwoman Lee doesn't think they are saying anything other than to table it for a later date. They are reading too much into it and they have more pressing projects on the table right now. Some projects have been asked to wait for as much as a year so she doesn't understand how this project jumped to the head of the class. They need to just wait because to tie property up for four years she feels is unfair to the taxpayers. It is a little too non-committal to ask her to wait four years before the development idea is crafted. They need to table this and let the next Council address it because they will do much more research. They have been told that there is no proposed plan and that they are not looking for aid. They have also been told that they are not looking for a tax break but none of that is in writing and she is not comfortable with that. She feels they should have something etched in stone and they shouldn't have to wait four years. Her motion is to table this resolution.

Mayor Kennedy said that they have been talking since she has been on this Council about building the tax base and the green space down there where the City was torn down fifty years ago needs to be rebuilt. They have talked about building mixed use down there where we have business along Water Street and bringing some of that money up off the waterfront as well as needing to have market rate rentals and housing. She noted that this is not a new idea as it has been in the making for almost three years and they have already invested a considerable amount of money on building plans which they have brought to us.

Deiedre Glenn, Planning & Development Director said that the project first started back in 2008 with Leyland before they pulled out and the first architectural plans for this land was done as part of that project. She thinks that the Kaplan family has been asking for an option to buy and they are not sure if they will start with Regal Bag on that side of the road or with fresh land to bring development across the road. They have invested twice in architectural plans and are consulting with a Firm in Goshen but before they finalize those plans they want to know that they have secured the land. They have had a License in the past to do testing but this is what they are asking for at this point.

Councilman Brown asked Corporation to correct him if he is wrong. This developer had a License Agreement to go on that property and came back stating that they weren't willing to develop the property because of some kind of cost.

Michelle Kelson, Corporation Counsel said that her recollection is that the Council granted them a License to do some development work and they were working with a particular consultant at that time. Her recollection is that they chose not to proceed at that time because the market wasn't there to support the project that they were looking to develop. This project was always intended to be market rate, not subsidized and in 2010 and 2011 she doesn't think that there had been enough recovery in this area for them to feel comfortable in actually starting the total investment at that time.

Councilman Brown said we have a piece of property down at the river that is certainly assessed at \$320,000.00 and it would be a mistake to sell it for \$213,000.00.

Michelle Kelson, Corporation Counsel said that they are not just talking about one parcel. They are talking about several parcels that have been identified and the sum total of the assessed value is \$300,200.00. The document that they have been presented with was given at a previous Work Session and then given to them for further discussion. She was not here on Thursday night and does not know if there was an intention to further discuss as she was instructed to prepare a resolution. There certainly was no intention on the staff's part to push or move this forward at a rate that they are not comfortable with. She has no objection to tabling this but said to understand that the intent was to get the dialogue moving. If there is more information that they want or if they want to talk about other parts or terms of this agreement, the developers have always made themselves available.

Mayor Kennedy asked if there has been any discussion about doing it at the assessed rate because she would hate to see this fall apart over that amount of money as this could be a very big project for us. She asked how the Council would feel if they got the actual assessed value of this as an option.

Councilwoman Lee asked Deirdre Glenn how many developers have come to her recently to discuss an agreement about this property.

Deirdre Glenn, Planning & Development Director responded, "*None*".

Councilwoman Lee feels that they can wait until January. What is the rush?

Mayor Kennedy said that business is a strange thing. When people are in the mode to go and you throw a bunch of things in front of them they may change their mind and go someplace else.

Councilwoman Mejia said that if they are going to be waiting until January to make all of the decisions then she will just come back in January.

Councilwoman Abrams said it seems like they are kicking the can down the road too far. She thinks they should just table it for one week and talk about it.

Councilwoman Lee said that there is a motion on the table already.

Councilwoman Abrams asked if it would be tabled for a certain length of time.

Michelle Kelson, Corporation Counsel said that the way Roberts Rule of Order works is that it is tabled for one meeting and then it's lifted from the table but if it doesn't then it disappears and that number can be used for something else.

Councilman Brown said that if they are going to table it then let's table it for a reason. He told Deirdre Glenn that he thinks there should be a conversation between her and Mr. Kaplan about that purchase price. He would not be comfortable selling that property at that price especially below the assessed value. The assessed value is not the appraised value which would be a better determination of what price it should be sold at. They are talking about

premium Real Estate which they have given away before for almost nothing and received almost nothing out of it.

Michelle Kelson, Corporation Counsel said that those are items that they can certainly discuss and reach out to continue those dialogues. These are things that she expressed concerns about before bringing it to Council but they wanted them to have the document to get their input. This is exactly the kind of feedback that she hoped they would have gotten at the Work Session and then if they weren't prepared to move forward based on the terms that had been presented they could have advised Deirdre and herself or the developer's representatives that they needed continuing discussions.

Councilwoman Lee said that there are six Council members here tonight and three of them are saying to table this and three are saying not to table. What happens in a case like that?

Michelle Kelson, Corporation Counsel said that you need a majority vote to table so if you have a tie then it won't be tabled.

Councilwoman Lee said, *"What if we vote no?"*

Michelle Kelson, Corporation Counsel said if you vote no then this has been rejected and they can't continue to revisit it. She suggested to those considering voting no to the table that if they have any intent of seriously continuing to negotiate with the developer that voting to table would send a better message than voting it down.

Councilwoman Lee still feels this should be tabled so that they are not forced into a position of turning it down and she would like to see a proposed plan.

Mayor Kennedy said that they have brought us a proposed plan.

Councilwoman Lee said it's kind of light. She would like to see something a little more detailed.

Mayor Kennedy asked, *"How much money do you want them to invest beyond what they have already invested as far as a plan?"*

Councilwoman Lee said, *"That is a question for Mr. Kaplan. If I am going to have to deal with a hostile question, let it be from the person who is actually doing the work not the one who is trying to carry the torch for political purposes".*

Mayor Kennedy said, *"I'm not carrying the torch for political purposes."*

Councilwoman Lee said, *All I said was let's table it".*

Mayor Kennedy said we have a motion on the table to table and they will take a vote. She heard a recommendation from Councilman Brown that they would like to entertain this in two weeks with a price discussion.

Councilwoman Lee said that was her not Councilman Brown. She suggested they get the information and come back to the Council in a couple of weeks.

Michelle Kelson, Corporation Counsel said that she and Deirdre Glenn have duly noted a list of items that are of concern.

Councilwoman Abrams said as long as she understands that they are tabling this just until the next meeting and not until January then that is fine with her.

Councilwoman Lee moved and Councilwoman Holmes seconded that the resolution be tabled.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

TABLED

10/13/15

OPTION AND PURCHASE AGREEMENT

THIS OPTION AND PURCHASE AGREEMENT (this "**Agreement**"), effective as of _____, 2015 (the "**Effective Date**"), by and between **CITY OF NEWBURGH, NEW YORK**, a municipal corporation of the State of New York having an address at City Hall, 83 Broadway, Newburgh, New York 12550 (together with its successors and assigns, "**Seller**" or "**City**"), and FD Water Street Holdings LLC, a New York limited liability company with an address c/o Joan P. Kaplan, 5 Dogwood Hills Road, Newburgh, NY 12550 (together with its successors and assigns, "**Buyer**"). Pursuant to this Agreement, Seller hereby grants to Buyer an exclusive option to purchase the Property (as described below) (the "**Option**").

RECITALS

WHEREAS, Seller owns several parcels of unimproved real property situated at 35-37 Broad Street, 207 Water Street, 207 Water Street rear, 209 Water Street, 215 Water Street, 182 Water Street and 248 Water Street, Newburgh, Orange County, New York (the "**Real Property**"); and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to obtain from Seller, an exclusive option to purchase the Real Property from Seller on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and intending to be legally bound hereby, the Parties do hereby stipulate, covenant and agree as follows:

1. Property: "**Property**" as used in this Agreement shall collectively mean the following:

- (a) The Real Property, being identified as Tax Parcel ID Nos. 10-3-2.22, 12-3-2.1, 12-3-4, 12-3-3, 12-3-1.2, 12-6-4 and 10-4-3 and consisting of approximately 5.75 acres as more fully described in **Exhibit "A"** attached hereto and incorporated herein and all appurtenances and hereditaments thereto ("**Land**");
- (b) All rights, privileges, grants and easements appurtenant to or burdening Seller's interest in the Land, if any, including, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way, variances and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances in

connection with, in relation to, or used in connection with the beneficial use and enjoyment of the Land ("**Additional Rights**"); subject to the zoning and other ordinances, codes and regulations of the City and the City Charter; and

2. Option Period: Seller hereby grants to Buyer, and Buyer hereby obtains from Seller, an exclusive option to purchase the Property on the terms and conditions set forth in this Agreement commencing on the Effective Date and continuing through midnight of the fourth anniversary of the Effective Date (the "**Option Period**").

3. Option Price:

(a) Simultaneously with the execution hereof, Buyer shall pay to Seller an option fee equal to **TWENTY-ONE THOUSAND THREE HUNDRED THIRTY DOLLARS** (\$21,330.00), representing the entire amount to be paid for the Option (the "**Option Price**").

(b) In the event that Buyer fails to timely pay any portion of the Option Price, Seller may provide Buyer with written notice advising Buyer of such failure to pay, and within ten (10) business days of receipt of such notice, Buyer shall have the right to cure such default by paying the amount due plus a five percent (5%) premium on such amount. In the event Buyer fails to make such payment within such ten (10) business day period, Seller may terminate this Agreement by written notice to Buyer and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price that were due and payable prior to that date as liquidated damages (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a breach of this Agreement by Seller.

(c) If Buyer fails to exercise the Option by the end of the Option Period, this Agreement shall terminate and Buyer's Option to purchase the Property shall be extinguished, and Seller shall retain the Option Price as liquidated damages (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller, in which event the Option Price shall be refunded to Buyer within thirty (30) days of the end of the Option Period.

4. Exercise: Buyer may, in its sole and absolute discretion, exercise the Option by written notice to Seller (the "**Buyer Option Notice**") or terminate the Option by written notice to Seller at any time (the "**Buyer Termination Notice**"). The Option must be exercised no later than the last day of the Option Period in order to be timely. In the event Buyer fails to deliver to Seller the Buyer Option Notice on or before the expiration of the Option Period or sends a Buyer Termination Notice on or before the expiration of the Option Period, this Agreement shall terminate and Seller shall retain the Option Price (provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated), except in the event of a material breach of this Agreement by Seller.

5. Purchase Price: If Buyer elects to exercise this Option pursuant to this Agreement, the total purchase price for the Property shall be (i) **TWO HUNDRED THIRTEEN THOUSAND THREE HUNDRED DOLLARS (\$213,300.00)**, less (ii) the Option Price paid by Buyer to Seller prior to the exercise date (the "**Purchase Price**"). Upon payment of the Purchase Price, all right, title and interest to the Property shall transfer to Buyer.

6. Rights of Buyer During Option Period:

- (a) From and after the Effective Date, Seller hereby grants Buyer a license to enter the Land pursuant to which the Buyer and its agents shall have the right to access the Property during normal business hours for the purpose of conducting due diligence at Buyer's sole cost and expense. If Buyer intends to conduct invasive testing on the Property, Buyer's right of access to conduct that invasive testing shall require at least twenty-four (24) hour advance notice to Seller. This right of entry shall be conditioned upon Seller, or a representative or agent designated by Seller, having the right to be present on the Property with Buyer or its representatives at the time or times that Buyer is on or about the Property for the purpose of conducting invasive testing, at no cost to Buyer.
- (i) In conducting any inspection of the Property or otherwise accessing the Property, Buyer shall at all times comply with all laws and regulations of all applicable governmental authorities. Buyer shall have no right to materially alter the Property without the express written approval of the Seller, or to damage the Property in any respect in connection with its inspections, except in accordance with the terms and conditions of this Agreement. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer or Buyer's Representatives relating to such inspection and/or its other access shall be at the sole cost and expense of Buyer. In the event that the Closing hereunder shall not occur for any reason whatsoever Buyer shall restore the Property to its original condition or as close thereto as is reasonably feasible, at its sole expense.
- (ii) Buyer hereby agrees to indemnify and hold Seller absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or inspections. Seller hereby agrees to indemnify and hold Buyer absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees (such fees also to include those in connection with all post-judgment and appellate proceedings), for injury to persons and physical damage to property related to or arising from the Property other than caused by Buyer's entry upon any portion of the Property owned by Seller and the performance (by Buyer or Buyer's Representatives) of the tests and/or

inspections. The terms of this Subparagraph 6(a) shall survive the termination of this Agreement or the delivery and recording of the deed(s).

(iii) Buyer shall, at its sole expense, obtain and maintain prior to entering the Property, and as to (i) and (ii) above, shall cause Buyer's Representatives to obtain and maintain prior to entering the Property, from a financially sound insurance company or companies having an AM Best rating of not less than "A", policies of insurance for the following types of coverage and with limits of liability not less than the minimum amounts set forth below:

(A) Workers' compensation and disability insurance with statutory limits and employers' liability insurance with limits of not less than \$500,000,

(B) Automobile liability insurance including bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate, and

(C) Commercial general liability insurance with limits of not less than \$2,000,000 combined single limit, which may be arranged through a combination of primary and excess policies (umbrella) if necessary, for claims of bodily injury and/or property damage, written on an "occurrence" basis and including coverage for personal injury liability, products and completed operations, independent contractors, blanket broad form contractual liability, and explosion, collapse, and underground hazards.

(iv) Prior to entering the Property, Buyer and Buyer's Representatives, whichever of them is then entering the Property, shall provide Seller with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect and that Seller has been named an additional insured under said policies. Said certificate(s) shall also show the expiration date of each policy and provide that Seller shall be given at least ten (10) days' prior written notice of any cancellation or material modification thereof. Neither the purchase of any policy of insurance nor the furnishing of evidence thereof to Seller pursuant hereto shall relieve Buyer of its indemnification obligations hereunder.

(b) If Buyer is at any time not satisfied with any diligence findings or fitness for purpose of the Property in its sole discretion, Buyer may terminate this Agreement by sending Seller Buyer's Termination Notice, whereupon this Agreement shall terminate and Seller and Buyer shall be relieved of all further obligations hereunder except for any indemnification obligations that are expressly provided to survive the termination of this Agreement, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable following the expiration of the Diligence Period as of the date of the termination of this Agreement, except in the event of a material breach of this Agreement

by Seller. Subject to the limitations set forth herein, Buyer may conduct any due diligence it may desire, including, without limitation:

- Physical Inspection. Buyer may obtain physical inspections of the Property;
- Title. Buyer may obtain a title commitment ("**Title Commitment**") from a nationally recognized title company of its choosing (the "**Title Company**").
- Survey. A survey of the Property may be ordered by the Buyer. Any survey shall be certified to Seller, Buyer, and Title Company. If so certified to Seller, the description from the survey shall be used in the Deed.
- Environmental Site Assessment. An Environmental Site Assessment of the Property may be obtained by the Buyer.
- Soil and Drainage Inspection. Subject to the provisions of the final paragraph of this Section 6(b), Buyer may obtain soil and drainage inspections and tests concerning the Property.

During the Diligence Period and subject to the final paragraph of this Section 6(b), Buyer may conduct all other soil inspections, surveying, and review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information, service agreements, management contracts, and other agreements related to the Property, together with all other tests, inspections and investigations that Buyer deems necessary, in Buyer's sole and absolute discretion. Seller shall provide such cooperation and access as shall be reasonably necessary for Buyer to promptly perform such due diligence. All tests, inspections and investigations completed by Buyer or Buyer's agents or contractors shall be at Buyer's sole cost and expense and shall be completed in a manner so as to not unreasonably interfere with Seller's ownership of the Property. If this transaction does not close, Buyer agrees to promptly repair any damage to the Property caused by Buyer's entry onto the Property to complete these tests and investigations, at its sole cost. In any case, Buyer, in addition to that set forth above, shall indemnify and hold Seller harmless for any direct, out-of-pocket loss, expense, damage, claim, liability or cost (including, without limitation, litigation costs) arising out of the performance of the tests or inspections conducted by Buyer or its agents pursuant to this paragraph, to the extent any such liability is not the result of an act or omission of Seller.

Notwithstanding anything herein to the contrary, Buyer shall not conduct or authorize any invasive or intrusive physical or environmental testing (including, without limitation, any subsurface or groundwater testing or sampling) without the approval of Seller's Engineer and Seller's prior written consent of the scope and specifications of such proposed testing, which consent shall not be unreasonably withheld or delayed by Seller. Except for disclosures required by applicable law or by regulatory authorities, Buyer will not reveal to any third

party not approved by Seller (other than Buyer's agents, consultants, investors, permitted assignee, attorneys and other representatives assisting Buyer in connection with the transaction contemplated hereby, and only then, subject to the confidentiality requirement set forth herein, and as may be required by law) the results of its inspections.

In the event of the expiration or termination of this Agreement for any reason whatsoever other than a breach or default by Seller under this Agreement, Buyer shall, promptly after such expiration or termination after written request therefor by Seller, (1) return to Seller any and all due diligence materials and other information or documentation provided by Seller to Buyer and (2) deliver to Seller the results of any soil tests or environmental reports commissioned by Buyer to the extent Seller is permitted to do so pursuant to any engagements letters governing such tests or reports. Buyer shall not be obligated to deliver to Seller any other due diligence materials and other information or documentation obtained by, or made available to Buyer, on its own or from or at the behest of Seller in connection with its investigation of the Property (including all copies and abstracts thereof and including all environmental reports prepared by or on behalf of Buyer) to the extent such materials, information or documentation is owned and controlled by Buyer, unless Seller reimburses Buyer for the cost of obtaining such due diligence reports.

7. Conveyance of Title: If the Option is exercised by Buyer, Seller shall convey title to the Property to Buyer by Quitclaim Deed free and clear of all exceptions, liens and encumbrances, other than current taxes not yet due and payable; any state of facts which an accurate survey would show; any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, or the effect of any noncompliance or violation thereof; and any special assessment affecting the property (collectively, "Permitted Exceptions"), said title to be insurable (subject to the Permitted Exceptions) by a Title Insurance Company licensed to do business within the State of New York at ordinary rates payable by Buyer unless Buyer shall have waived such objections as hereinafter provided. The Deed shall contain a covenant by Seller as required by Section 13 of the Lien Law. The payment of the New York State Transfer Tax, if any, shall be the obligation of the Buyer.

If the Option is exercised, Buyer acknowledges that, except as expressly set forth herein, it will be acquiring the Property in its physical condition "AS IS" condition as of the Effective Date, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. In addition, except as expressly set forth herein, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the condition of the Property, its fitness for any particular purpose, or its compliance with any laws. Buyer further acknowledges that it will have had the opportunity to fully inspect the Property and review all factors relevant to its anticipated use.

8. Closing:

- (a) If the Buyer exercises the Option, the closing (the "**Closing**") for the delivery of the Deed and other instruments contemplated by this Agreement and payment of the Purchase Price shall be on a date within twenty (20) days after delivery of the Buyer Option Notice (the "**Closing Date**") or on such later date as the Parties mutually agree, provided, however, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing Date shall be on the next business day. The Closing shall be held at the offices of the Corporation Counsel of Seller in the City of Newburgh, New York, or at such other place as the parties hereto shall mutually agree.
- (b) In the event that Seller defaults in or otherwise avoids performance under this Agreement, Buyer may terminate this Agreement by notice to Seller, and thereupon all obligations of the parties under this Agreement shall terminate other than any party's indemnification covenants and agreements contained herein which by the specific terms of this Agreement are stated to survive any expiration or termination of this Agreement and provided that Seller shall refund to Buyer the Option Price previously paid to Seller, together with the reasonable out of pocket costs incurred by Buyer for title examination, survey work and due diligence costs incurred by Buyer, in an aggregate amount not to exceed \$200,000.
- (c) If for any reason whatsoever the Seller shall be unable to convey title to the Property in accordance with the terms of this Contract then the sole obligation and liability of the Seller to Buyer shall be to refund to Buyer the Option Price and the costs incurred by Buyer for title examination, survey work and due diligence (in an aggregate amount not to exceed \$200,000, excluding the payment in respect of the Option Price), and upon the making of such payments, this Contract shall be deemed cancelled and shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract.
- (c) In the event that Buyer exercises the Option but Buyer defaults in its obligation to close, Seller may terminate this Agreement and, in addition to Seller retaining the Option Price previously paid to Seller, Seller shall be entitled to seek payment of the balance due on the Purchase Price, but not specific performance for the conveyance of the Property on the terms and conditions set forth in this Agreement.
- (d) At the Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:
 - (i) The Deed, along with required recording forms TP-584 and RP-5217;

- (ii) A closing statement specifying the Purchase Price, prorations, credits, adjustments and costs in connection with the transaction; and
 - (iii) Physical possession of the Land.
- (e) At Closing, Buyer shall deliver to Seller the following items:
- (i) Immediately available funds by bank check or certified check in an amount equal to the Purchase Price;
 - (ii) A closing statement specifying the Purchase Price, prorations, adjustments and costs in connection with the transaction;
 - (iii) Such documents as may be required by the Buyer's title company; and
 - (iv) Any and all other items contemplated by the terms of this Agreement.
- (f) The following shall be prorated between Seller and Buyer as of 12:01 a.m. on the date on which the Closing occurs: (i) real estate taxes and assessments, if any and (ii) utilities.
- (g) Buyer shall be responsible for the payment of New York State Transfer Tax, if any and all other closing costs and fees, other than any of Seller's expenses in connection with this transaction.

9. Broker: Each Party represents and warrants that no broker or agent has been engaged with respect to this transaction. Seller agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Buyer shall ever incur because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Buyer agrees to indemnify Seller and hold Seller harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which Seller shall ever incur because of any claim of any broker or agent claiming through Buyer, whether or not meritorious, for any such fee or commission. The provisions of this paragraph shall survive the closing.

10. Seller and Buyer Obligations and Representations:

- (a) Until this Agreement is terminated or expires, Seller agrees to the following:
- (i) Seller will not directly or indirectly offer or advertise the Property for sale or lease, nor show it to any prospective buyer or tenant;
 - (ii) Seller will not, without Buyer's prior written consent, enter into any contract or lease or assume any obligation that will adversely affect Seller's ownership or occupation of the Property or create any lien, easement or encumbrance on the Property;
 - (iii) Seller will timely pay in full all obligations relating to Seller's ownership of the Property;
 - (iv) Seller will comply with all applicable laws that affect the Property;
 - (v) Seller will cooperate with all reasonable requests by Buyer with respect to any permits or approvals that Buyer is seeking for the Property including being co-applicant to the extent necessary and not opposing the issuance of such permits and approvals;
 - (vi) Seller will take no willful or intentional actions which directly or indirectly adversely and materially impact the validity or enforceability of this Agreement or the value of the Property; and
 - (vii) Seller will maintain the Property consistent with its current condition and past practices.
- (b) Seller shall promptly notify Buyer if any of the following occurs during the Option Period, or if Buyer exercises the Option, until the Closing:
- (i) any notice or other communication from any governmental or regulatory agency or authority in connection with environmental conditions of the Land and/or the transactions contemplated by this Agreement;
 - (ii) any actions, suits, claims, investigations or proceedings commenced or, to the knowledge of Seller, threatened against, relating to, involving, or otherwise affecting Seller or the Property which relate to the consummation of any of the transactions contemplated by this Agreement; and
 - (iii) any fact, event, transaction or circumstance, as soon as practical after it becomes known to Seller, that (x) Seller reasonably believes would adversely affect or could adversely affect the ability of Seller to maintain in full force and effect title to the Property or convey good and marketable fee simple title to the Property to Buyer, or (y) results, or is reasonably likely to result, in a

material adverse effect to the Property or that could prevent, materially delay or adversely affect the consummation of the transactions contemplated by this Agreement.

- (c) If, at any time during the Option Period, Seller commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to pay any taxes or penalties, (each a "**Violation**"), Seller agrees (i) to promptly notify Buyer of such Violation, (ii) that Buyer may, in Buyer's sole discretion, take all such action as Buyer deems necessary to cure such Violation on behalf of Seller, if Seller refuses to do so, and (iii) to promptly reimburse Buyer for all reasonable costs and expenses incurred in the event Buyer elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Buyers, at their election, to credit the costs against the Purchase Price). Seller shall further notify Buyer of any government notice or communication related to the Property, any new or threatened legal actions related to the Property or any fact or occurrence which could adversely affect the value of or title to the Property. If, at any time during the Option Period, Buyer commits a material breach of any agreement affecting the Property or violates any applicable laws, rules, regulations, conditions or restrictions, including, without limitation, the failure to conduct its tests or inspections in a manner that complies with all such applicable laws, rules, regulations, conditions or restrictions relating to the Property, (each a "**Violation**"), Buyer agrees (i) to promptly notify Seller of such Violation, (ii) that Seller may, in Seller's sole discretion, take all such action as Seller deems necessary to cure such Violation on behalf of Buyer, if Buyer refuses to do so, and (iii) to promptly reimburse Seller for all reasonable costs and expenses incurred in the event Seller elects to take any action permitted by the preceding section (ii) hereof (or in the event of a material breach of this reimbursement obligation, permit Sellers, at their election, to credit the costs against the Purchase Price). Buyer shall further notify Seller of any government notice or communication related to the Property received by Buyer, any new or threatened legal actions related to the Property or any fact or occurrence that could adversely affect the value of the Property.
- (d) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until and at the time of the Closing, Seller represents and warrants as follows:
- (i) Seller is the sole owner of the Property.
 - (ii) [Pursuant to Resolution No.: -2015 adopted by the City Council of the Seller on _____, 2015,], Seller has full right, power and authority to enter into this Agreement, and has undertaken all necessary procedures in accordance with applicable law to sell, convey and transfer the Property to Buyer in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Seller represents and warrants that such person is duly authorized to act on behalf of Seller in executing this

Agreement, and that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms.

- (iii) Seller is not insolvent and has not made, nor anticipates making, a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or, to Seller's knowledge, suffered the filing of an involuntary petition by Seller's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, admitted in writing its inability to pay its debts as they generally come due or made an offer of settlement, extension or composition to its creditors generally.
- (iv) There are no pending or, to Seller's knowledge any threatened, actions, lawsuits, delinquent taxes or pending or threatened government actions relating to the Property; provided, however, the foregoing shall not include any such actions, lawsuits, taxes or government actions involving Buyer's proposed commercial project and related improvements.
- (v) To Seller's knowledge, there are no unrecorded rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights available to any party other than Buyer or contractually required consents to transfer pertaining to the Property. Seller has not granted to any person, firm or entity, other than Buyer, any right to purchase, lease or otherwise acquire the Property or any part thereof.
- (vi) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound, and will not result in the imposition of any lien or encumbrance against the Property.
- (vii) There are no service contracts, utility agreements, maintenance agreements and other contracts or agreements currently in effect with respect to the Property (except those that may be terminated upon not more than 30 days' notice without premium or penalty).
- (viii) There are no leases, subleases, concession agreements or other rental, transfer or occupancy arrangements allowing for the occupancy of the Property or permit any party the use thereof.
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.
- (x) Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to

Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

- (xi) Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness or correctness of any information or report prepared by any party other than Seller or its affiliates. Seller does not provide any representation or warranty to Buyer concerning the skill or competency of any third party producing such information.
- (xii) No work has been performed on behalf of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.
- (xiii) Seller has not received notice of violations of the laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the Property, including, without limitation, those relating to Hazardous Substances (hereinafter defined), nor does Seller have knowledge of any facts which, if known by any such authority, would cause a violation to be placed thereon.
- (xiv) Seller has no knowledge of any ordinance or resolution authorizing improvements, the cost of which might be assessed against the owner of the Property, and, to the best of Seller's knowledge, information and belief, no such ordinance or resolution is pending or contemplated.

- (xv) The sale or conveyance of the Property contemplated herein is not subject to approval by any Court having jurisdiction over the Property, including but not limited to a Bankruptcy Court.

Seller's representations and warranties set forth in this Section 10 shall survive Closing.

- (e) As of the Effective Date and at all times during the Option Period, or if Buyer exercises the Option, until the Closing, Buyer represents and warrants as follows:
 - (i) Buyer has full right, power and authority to enter into this Agreement, and to acquire the Property in accordance with the terms and provisions of this Agreement. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.
 - (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party or by which Buyer is bound.
 - (iv) Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer nor, to Buyer's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Buyer nor, to Buyer's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used by Buyer in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-

money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a list maintained by the federal government or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

- (v) Buyer's intended market rate rental residential project ("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 Buyer is required to complete construction in compliance with all State, County and Local standards for occupancy within three (3) years of the date of the deed, plus any unused portion of the Option Period as defined in Paragraph 2 above. As an example, if the Option is exercised two years after the date of the Option, then the time limit during which the project must be completed shall be the three (3) years indicated above plus two (2) additional years of the unused Option Period, for a total of five (5) years from the date of the deed. Within such time period, including any unused portion of the Option Period, the Buyer must obtain a Certificate of Occupancy for all buildings on the property. Notwithstanding the preceding provisions of this paragraph, the Buyer may request of the Newburgh City Manager that the time period to complete construction be extended so long as Buyer is in good faith moving forward with construction of the Project. In addition, the Buyer may request of the Newburgh City Manager that the time period to complete construction shall be extended if delay is caused by war, weather, acts of god or other circumstances outside Buyer's control (strikes, etc.) or market conditions. The City Manager shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the City Manager denies Buyer's request, Buyer may submit such request to the City Council which shall respond to Buyer's request(s) within a reasonable period of time and shall not unreasonably deny any request by Buyer to extend the construction time deadline. If the Buyer has not complied with the above provisions regarding rehabilitation of the property and timely completion of the project, then the title to the property shall revert to the City. 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, except that the property may be conveyed or transferred to another entity in which Buyer has an ownership interest.

- (vi) With respect to the Buyer's intended Project to be constructed on the Property, the Buyer represents that it will ask its engaged construction managers to try to meet a hiring goal during construction of a minimum of thirty (30%) percent of the total paid construction work shall be performed by qualified City of Newburgh residents for contracting, subcontracting and servicing opportunities for development and construction. The Buyer will ask its contractors to promote apprenticeship training as authorized by Section 816-b of the New York Labor Law in that each contractor, its successor and assigns, and subcontractors shall to the extent reasonably practicable, employ

in its regular work force City of Newburgh residents who are enrolled and participating in an Apprenticeship Program.

Buyer's representations and warranties set forth in this Section 10 shall survive Closing.

11. Risk of Loss; Condemnation:

(a) In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within thirty (30) days of such notice, may either terminate this Agreement, obtain an assignment of insurance proceeds from Seller or apply insurance proceeds actually received by Seller as of the Closing to the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller.

(b) Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Buyer and Seller will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may either terminate this Agreement, obtain an assignment of condemnation proceeds from Seller or apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price. If Buyer elects to terminate this Agreement pursuant to this paragraph, Seller shall refund to Buyer the Option Payment.

12. Termination of Option: Notwithstanding anything contained in this Agreement to the contrary, Buyer, in its sole and exclusive discretion, may terminate this Agreement at any time during the Option Term by delivering to Seller a Buyer Termination Notice. In the event of such a termination by Buyer, except in the case where such termination results from a material breach by Seller or as otherwise expressly provided herein, Seller shall be entitled to retain the Option Price made as of the date the Buyer Termination Notice is delivered, provided that Buyer shall pay to Seller any unpaid Option Price that was due and payable as of the date the Agreement is terminated. In no event shall Buyer be entitled to any damages or relief (including, without limitation, consequential damages, lost profits, or equitable relief).

13. Regulatory Compliance. Each of the Parties shall comply with all applicable laws, rules, and regulations with respect to the transactions contemplated hereby.

14. Governing Law; Jurisdiction; Miscellaneous:

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and both Seller and Buyer shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith to agree upon and implement replacement terms that most closely preserve the economic costs and benefits inherent in the impossible or unenforceable provision(s). In the event of a dispute under this Agreement, Buyer and Seller agree that the appropriate forum for any such disputes shall be a court of competent jurisdiction in Orange County, New York. The court shall award the reasonable attorney's fees and other costs and expenses related to the dispute to the prevailing party.

- (b) Except as otherwise expressly set forth in this Agreement, each Party will pay its own (and its representative's) fees and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and the negotiation of the transaction documents. In the event of litigation between the Parties, the prevailing Party shall be entitled to be awarded all fees, costs and expenses incurred in respect of such litigation, including reasonable attorneys fees.

- (c) Nothing in this Agreement shall be construed as implying or intending any third party beneficiaries to this Agreement.

- (d) Each party acknowledges that it has had the opportunity to have counsel review this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

- (e) Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, shall be deemed given when received or when receipt is refused, and shall be addressed to the Parties as follows:

(i) If intended to Seller, to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager

with copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Office of Corporation Counsel

(ii) If intended to Buyer, to:

FD Water Street Holdings LLC
c/o Joan P. Kaplan
5 Dogwood Hills Road
Newburgh, NY 12550

with copy to:

Glen L. Heller, Esq.
Drake Loeb PLLC
555 Hudson Valley Avenue
Suite 100
New Windsor, NY 12553

(f) This Agreement may be executed in multiple counterparts each of which shall be considered an original. Any signature page that is faxed or transmitted electronically shall be effective as an original signature page. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- (g) This Agreement constitutes the entire agreement between the Parties and shall supersede all prior negotiations, understandings and agreements of the Parties relative to the subject matter of this Agreement. This Agreement cannot be amended except as agreed to in writing by the parties.
- (h) Nothing contained herein shall create a joint venture or partnership between Buyer and Seller, or an agency principal relationship.
- (i) This Agreement is solely for the benefit of Buyer and Seller and nothing contained in this Agreement shall be deemed to confer upon anyone other than Buyer and Seller any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement are imposed solely and exclusively for the benefit of each such party as provided therein and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Buyer or Seller will refuse to consummate the transactions contemplated by this Agreement in the absence of strict compliance with any or all thereof and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Buyer or Seller (as applicable) if, in each party's sole discretion, such party deems it advisable or desirable to do so.
- (j) The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof. All references herein to the word "including" shall be deemed to be references to "including, without limitation."
- (k) Buyer and Seller each acknowledge and agree that this Agreement is legally binding document and that each party has had a fully opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.
- (l) This Agreement may not be assigned or transferred, directly or indirectly, by Seller without the prior written consent of Buyer. This Agreement may not be assigned or transferred, directly or indirectly, by Buyer without the prior consent of Seller; provided, however, this Agreement may be assigned by Buyer without Seller's consent to any corporate affiliate of Buyer, meaning any entity in which the principals of Buyer have an ownership interest. In the event that Buyer assigns this Agreement,

such assignment shall not release Buyer from its obligations under this Agreement, but rather Buyer and the applicable assignee shall be jointly and severally liable for such obligations. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not intended and shall not be construed to create any rights in or to be enforceable in any part by any other person or entity.

- (m) The submission of a draft of this Agreement or a summary of some or all of its provisions, or the acceptance of a letter of intent to an agreement, does not constitute a grant of an option or an offer to sell the Property, it being understood and agreed that neither Seller nor Buyer shall be legally bound with respect to the granting of an option or the sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Buyer and a fully executed copy has been delivered to each of them.

Seller and Buyer execute this Agreement on the date(s) shown, intending to bind themselves and their respective heirs, personal representatives, executors, successors and assigns.

BUYER:

FD Water Street Holdings LLC

By: _____

Name: JOAN P. KAPLAN

Title: Manager

SELLER:

CITY OF NEWBURGH, NEW YORK

By: _____

Name: Michael G. Ciaravino

Title: City Manager

Per Resolution No.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That certain parcel of land located at _____, together with the improvements thereon, situated in Newburgh, Orange County [**Legal description to be confirmed.**]

WATER STREET OPTION CONTRACT PARCEL LIST

Address	S-B-L	Lot size	Class code	2016 AV	Taxable status
35-37 Broad Street	10-3-22.2	2.7 acres	311	95,000	Wholly exempt
207 Water Street Rear	12-3-4	.16 acres	311	4,200	Wholly exempt
207 Water Street	12-3-2.1	.29 acres	311	17,500	Wholly exempt
209 Water Street	12-3-3	.13 acres	311	2,900	Wholly exempt
215 Water Street	12-3-1.2	1 acre	311	54,000	Wholly exempt
182 Water Stret	12-6-4	1 acre	330	56,700	Wholly exempt
248 Water Street	10-4-3	315x69 or .5 acre	330	69,900	Wholly exempt

RESOLUTION NO.: 255 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND TO ACCEPT IF AWARDED
A GRANT AVAILABLE UNDER THE FISCAL YEAR 2014
FEMA ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM TO
PROVIDE SUPPORT FOR THE PURCHASE OF A
VEHICLE EXHAUST SYSTEM FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2014 Federal Emergency Management Agency (“FEMA”) Assistance to Firefighters Program; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community by funding equipment procurement and training to enhance community protection from fire; and

WHEREAS, if awarded, such funding will provide for the purchase of a new vehicle exhaust system; and

WHEREAS, if awarded, said grant will provide \$25,000.00 and require a one-time City match of \$2,272.00; and

WHEREAS, the one-time City match shall be derived from A3412.0415; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for and to accept if awarded a grant made available under the Fiscal Year 2014 FEMA Assistance to Firefighters Grant Program to provide support for the purchase of a vehicle exhaust system for the City of Newburgh Fire Department.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 256 - 2015

OF

OCTOBER 13, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF PART OF MORTGAGED PREMISES FROM A MORTGAGE ISSUED TO THE WHEELMAN'S CLUB, LLC FOR PREMISES LOCATED AT 49 GRAND STREET (SECTION 31, BLOCK 1, LOT 10)

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, by an Assignment and Assumption of Mortgage Without Covenant between the NCDA f/k/a the Newburgh Urban Renewal Agency to the City of Newburgh, executed on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, included a mortgage issued to The Wheelman's Club, LLC for premises located at 49 Grand Street (Section 31, Block 1, Lot 10) in the principal sum of Seven Thousand Five Hundred (\$7,500.00) Dollars; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Release of Part of Mortgaged Premises, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Release 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 execute the attached Release of Part of Mortgaged Premises in connection with a mortgage issued to The Wheelman's Club for premises located at 49 Grand Street (Section 31, Block 1, Lot 10).

Councilman Brown asked Corporation Counsel for an explanation.

Michelle Kelson, Corporation Counsel said that we had the Community Development Agency several years ago and they provided certain funding to a number of businesses in the City of Newburgh to perform work on and improve their properties. Those funds were

secured with bond and mortgage and in this particular group of funding there was an amortization of the funds in the mortgage instrument that decreased over time so if the property owner who secured the funding complied with the improvement requirements and held the property for the time period specified in the mortgage then the mortgage would gradually amortize from a one hundred percent loan to a one hundred percent grant. In this situation they have complied with the terms of the funding agreement and did hold the property for the time period specified. They have now sold the property to a third party and the title company for the third party is seeking an instrument that they can record in the chain of title that specifically identifies that those terms have been complied with. As the Council also knows, the Newburgh Community Development Agency was dissolved by State Legislation and prior to that dissolution we had the City Council and the NCDA at the time assign all of the assets and liabilities of that Agency to the City of Newburgh so that we would be able to manage those assets and liabilities going forward. It now becomes the responsibility and obligation of the City of Newburgh pursuant to the assignment and transfer document to continue to administer these programs. They are eligible for this release and the former owner and the new owner are requesting that the City authorize the release so that they can clear the chain of title.

Councilwoman Mejia moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RELEASE OF PART OF MORTGAGED PREMISES

This Indenture made this _____, 2015,

Between The City of Newburgh, a New York Municipal Corporation, having its principal office at 83 Broadway, City Hall, Newburgh, NY 12550, party of the first part,

and The Wheelman's Club, LLC, a New York Limited Liability Company having its principal office at 77-79 Broadway, Newburgh, NY 12550, part of the second part,

WHEREAS, the party of the first part is the holder of the following mortgage and of the bond secured thereby; mortgage dated December 11, 2002, made by The Wheelman's Club, LLC to Newburgh Community Development Agency n/k/a Newburgh Community Development Agency, in the principal sum of \$7,500.00 and recorded on May 12, 2003 in the Orange County Clerk's Office in Mortgage Book 11045 at page 928, which Mortgage was assigned to The City of Newburgh on November 15, 2010 and recorded on November 22, 2010 in the Orange County Clerk's Office in Mortgage Book 13085 at page 845, covering certain lands and tenements, of which the lands hereinafter described are part, and

WHEREAS, the party of the first part, at the request of the part of the second part, has agreed to give up and surrender the lands hereinafter described unto the party of the second part, and to hold and retain the residue of the mortgaged lands as security for the money remaining due on said mortgage and of said bond.

NOW THIS INDENTURE-WITNESSETH, that the part of the first part, in pursuant of said agreement and in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release, and quitclaim unto the party of the second part, all that part of said mortgaged lands described in the following:

All that certain plot, piece of parcel of land together with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, State of New York, designated as 49 Grand Street, tax map parcel 31-1-10, being more particularly described at Schedule A attached hereto and made a part hereof.

Together with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the party of the first part, in and to the same, to the intent that the lands hereby released may be discharged from said Mortgage and that the rest of the lands in said Mortgage specified, may remain mortgaged to the party of the first part as heretofore.

To Have And To Hold the lands and premises hereby released and quitclaimed to the part of the first part, and to the heirs, successors and assigns, of the party of the second part, forever, free, clear and discharged of and from all lien and claim under and by virtue of the said bond and Mortgage aforesaid.

IN WITNESS WHEREOF, the party of the first part has duly executed this release the day and year first above written.

THE CITY OF NEWBURGH

By: _____
Michael Ciaravino, City Manager

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

On the _____ day of September in the year 2015, before me, the undersigned, personally appeared Michael Ciaravino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

SCHEDULE A

ALL that certain piece or parcel of land situate, lying and being in the City of Newburgh, Orange County, New York, being more particularly described as follows:

~~BEGINNING~~ at a point in the westerly line of Grand Street, said point being 215.66' as measured along said line in a northerly direction from its intersection with the northerly line of Broadway, running thence, the following courses:

1. Along lands now or formerly The Chamber of Commerce, Inc., N 73 degrees 59' 06" W 110.00' to a point;
2. Along lands now or formerly Saint Patrick's Church, N 16 degrees 40' 54" E 30.75' to a point;
3. Still along said lands, S 73 degrees 59' 06" E 110.00' to a point in the westerly line of Grand Street;
4. Along said line, S 16 degrees 40' 54" W 30.75' to the point or place of BEGINNING.

This conveyance is made subject to the following covenants and restrictions that shall bind the party of the second part, their successors, heirs and assigns.

(i) The party of the second part recognizes that the party of the first part is a religious corporation operated under the auspices of the Roman Catholic Church and that the Premises are identified with it by reason of the party of the first part's long-continued ownership thereof. The party of the second part accordingly recognizes and agrees that any violation of any of the covenants in clauses (ii), (iii), and (iv) of this subparagraph would be seriously damaging and harmful to the reputation and standing of the party of the first part as such a religious corporation.

(ii) The party of the second part covenants that it shall not permit or conduct any obscene performances in violation of Section 235.00 of the New York Penal Code on the Premises or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Code.

(iii) The party of the second part covenants that it shall not use, permit or suffer the Premises to be used or occupied for the purpose of performing any abortion or euthanasia procedure or providing any counseling or advice recommending abortions or euthanasia or place any signs or advertising on or about said Premises that promote abortion or euthanasia.

(iv) The party of the second part covenants that it shall not use, permit or suffer the Premises to be used or occupied for purposes of astrology or fortune telling or as a night club, bar or other similar establishment excepting a sit down waiter/waitress restaurant.

(v) The covenants in (ii), (iii) and (iv) shall run with the land and shall bind the party of the second part and the heirs, legal representatives, successors and assigns of the party of the second part; and any violation of any of such covenants shall entitle the party of the first part and its successors and assigns to a permanent injunction in any Court of competent jurisdiction in the State of New York enforcing said covenants.

Schedule "A" Continued

PEDESTRIAN WALKWAY EASEMENT

The premises is conveyed subject to an Easement by the party of the first part for purposes of a Pedestrian Walkway along the westerly side of the premises herein described as follows:

BEGINNING at a point in the division line between lands now or formerly Saint Patrick's Church and the above described parcel, where said line is intersected by the westerly line of the above described parcel, said point being the north west corner of the above described parcel, running thence, the following courses:

1. Along said division line S 73°59'06" E 5.83' to a point;
2. Through the above described parcel, in part along the westerly face of the building located on said parcel, S 16°36'16" W 30.74' to a point;
3. Along lands now or formerly the Chamber of Commerce, Inc., N 73°59'05" W 5.88' to a point;
4. Along lands now or formerly Saint Patrick's Church, N 16°40'54" E 30.73' to the point or place of **BEGINNING**.

Schedule "A" Continued

EASEMENT
EMERGENCY ACCESS FROM FIRE ESCAPE AND SECONDARY ACCESS

That the premises is conveyed by the party of the first part to the party of the second part, their successors and assigns, together with a 10' easement along the northerly boundary of the property with other property owned by the party of the first part known as Tax Lot Section 31, Block 1, Lot 19 in the City of Newburgh, for the sole purpose of Emergency Access from fire escape and Secondary Access from basement stairs as further described as follows:

BEGINNING at a point in the westerly line of Grand Street where said line is intersected by the division line between lands now or formerly Saint Patrick's Church and the above described parcel, running thence, the following courses:

1. Along said division line, N 73°59'06" W 110.00' to a point
2. Through lands now or formerly Saint Patrick's Church, N 16°40'54" E 10.10' to a point;
3. Still through said lands, S 73°59'06" E 110.00' to a point in the westerly line of Grand Street;
4. Along said line, S 16°40'54" W 10.00' to the point or place of BEGINNING.

RESOLUTION NO. 257 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION PERMITTING THE TRANSFER OF REAL PROPERTY
KNOWN AS 35 SPRING STREET (SECTION 39, BLOCK 5, LOT 1)
FROM LEONARD LANGMAN TO HUDSON VALLEY PAPER WORKS, INC.
AND AUTHORIZING AN EXTENSION OF TIME TO REHABILITATE THE
PREMISES**

WHEREAS, the City of Newburgh did convey the premises located at 35 Spring Street, more accurately described as Section 39, Lot 5, Block 1 on the Official Tax Map of the City of Newburgh, by deed dated December 8, 2009; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about June 8, 2011; and

WHEREAS, Leonard Langman, the owner of the property, has commenced the rehabilitation of the property but is unable to complete same; and

WHEREAS, Mr. Langman is proposing to convey the property to Hudson Valley Paper Works, Inc., who is the owner of the adjacent parcels and who parcels and has the means to complete the rehabilitation of the property in connection with a larger neighborhood project; and

WHEREAS, Hudson Valley Paper Works, Inc. has requested that an extension of time to complete the required rehabilitation; and

WHEREAS, this City Council has determined that it would be in the best interests of the City of Newburgh to permit the property transfer and grant said extension, under certain conditions;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to grant Hudson Valley Paper Works, Inc. an extension to rehabilitate the premises known as 35 Spring Street, Section 39, Block 5, Lot 1, upon the following conditions:

2. Hudson Valley Paper Works, LLC shall obtain any building permits necessary and commence the continuation of rehabilitation of the subject premises by April 13, 2016, time being of the essence;
3. Hudson Valley Paper Works, LLC shall obtain a certificate of completion evidencing rehabilitation of the subject premises in conformance with this Resolution and conditions of the deed dated December 8, 2009, by December 31, 2017, time being of the essence.

Councilwoman Abrams moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

**RESOLUTION NO.: 258 - 2015
OF
OCTOBER 13, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 123 SOUTH WILLIAM STREET (SECTION 45, BLOCK 4, LOT 4)
AT PRIVATE SALE TO MICHAEL T. BROWN FOR THE AMOUNT OF \$10,000.00**

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 123 South William Street, being more accurately described as Section 45, Block 4, Lot 4 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
123 South William Street	45 - 4 - 4	Michael T. Brown	\$10,000.00

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

Councilman Brown said that he was looking over the proposed plan and we see that he has money but his rehab costs seem to be way off. All of the properties are pretty much similar in what it will cost to rehab but what he is going to rehab doesn't match the cost. For instance, one says that the rehab costs are going to be about \$17,000.00 not including the roof

which they don't know if it needs to be done or not. They listed siding, windows and heating systems as well as all of the copper plumbing if those buildings are vacant. You can't do all of that for \$17,000.00.

Michael T. Brown explained that all of the properties have similar issues in terms of the rehab that is needed so when you see a range between \$13,000.00 and \$17,000.00 for the cost that does not include appliances and things of that nature because he didn't think it was necessary to include that in the budget.

Mayor Kennedy said that his costs to rehab seem very low when you are talking about doing plumbing and electrical. She asked if it is a gut rehab.

Mr. Brown stated it is not a gut rehab. He obtained estimates on roof work which is around \$12,000.00 to \$15,000.00 per roof but there is no need at the current time to replace the entire roof.

Councilwoman Lee asked if the \$17,000.00 is per property.

Mr. Brown said it is approximate and it ranges from \$13,000.00 to \$17,000.00.

Councilwoman Lee said that if there is a property that requires a roof then that could cost about \$12,000.00 to \$15,000.00 additional but that is not in the projection at this point.

Mr. Brown said no as he just received the numbers for that and from a construction standpoint he didn't feel that he needed to add that in because the roof is not damaged to the point of needing a replacement.

Councilman Brown asked if Mr. Brown will be doing the rehabilitation himself.

Mr. Brown said yes he and his crew.

Councilman Brown sees that he lives in New Jersey and asked how many properties he has rehabbed in New Jersey to date.

Mr. Brown responded four to date and he is in contract for two more.

Mayor Kennedy asked how many he has done here.

Mr. Brown stated that he hasn't done any here. These would be his first.

Councilman Brown asked what his anticipated completion date is for each property. Will they be done simultaneously?

Mr. Brown said that he does have the resources do them simultaneously and in terms of a timeline assuming that the weather holds they are looking at about six months.

Councilman Brown asked if there is any opportunity for local hiring.

Mr. Brown responded that they are all local. He has been here to Newburgh nine or ten times now and has gotten to know a handful of people that work in this area. He has looked over various properties from other Landlords and talked to Property Management Groups, a handful of Agents and Deirdre and her staff.

Councilman Brown noted that in the past we have been duped by certain developers who come in and want our properties and promise us the World and give us nothing. They come in get the properties and put a second mortgage on it then take the money and run which is what we are afraid of.

Mr. Brown said that he understands. He is not promising them the World but he is promising them a solid property.

Councilwoman Lee asked what the time frame is.

Mr. Brown said approximately six months.

Michelle Kelson, Corporation Counsel said that the general terms of sale provide for eighteen months so if there is a weather delay or some unforeseen issue there is some leeway there. If he is projecting six months and it takes him a little bit longer that's fine and as soon as he is done he can come back to the Council to release those covenants.

Councilwoman Lee heard that there are people living on the property now and asked if there is an option for relocation.

Mr. Brown said that two of the properties are vacant so the only real inconvenience will be at 92 Overlook because from his view and experience the bathroom needs to be redone.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

Terms and Conditions Sale

123 South William Street, City of Newburgh (45-4-4)

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 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
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. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before December 11, 2015. *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 thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

RESOLUTION NO.: 259 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 100 COURTNEY AVENUE (SECTION 48, BLOCK 1, LOT 27)
AT PRIVATE SALE TO MICHAEL T. BROWN FOR THE AMOUNT OF \$30,000.00**

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 100 Courtney Avenue, being more accurately described as Section 48, Block 1, Lot 27 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
100 Courtney Avenue	48 – 1 – 27	Michael T. Brown	\$30,000.00

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

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

Terms and Conditions Sale

100 Courtney Avenue, City of Newburgh (48-1-27)

STANDARD TERMS:

18. 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.
19. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
20. 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.
21. The property is sold subject to unpaid taxes for the tax year 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City and County taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
22. **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.
23. 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.
24. 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.

25. 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.
26. 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.
27. 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 December 11, 2015. *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.
28. 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.
29. 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.
30. 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.**
31. 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.
32. 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.
33. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

34. 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.: 260 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24)
AT PRIVATE SALE TO MICHAEL T. BROWN FOR THE AMOUNT OF \$25,000.00**

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 92 Overlook Place, being more accurately described as Section 45, Block 8, Lot 24 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before December 11, 2015 being sixty (60) days from the date of this resolution; and

<u>Property Address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
92 Overlook Place	45 – 8 – 24	Michael T. Brown	\$25,000.00

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

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

Terms and Conditions Sale

92 Overlook Place, City of Newburgh (45-8-24)

STANDARD TERMS:

35. 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.
36. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
37. 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.
38. The property is sold subject to unpaid taxes for the tax year of 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
39. **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.
40. 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.
41. 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.

42. 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.
43. 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.
44. 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 December 11, 2015. *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.
45. 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.
46. 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.
47. 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.**
48. 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.
49. 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.
50. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

51. 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.: 261 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AMENDING RESOLUTION NO.: 217-2014
APPROVING THE CITY OF NEWBURGH'S AMENDED
COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN
FOR FISCAL YEAR 2014**

WHEREAS, by Resolution No.: 217-2014 of September 8, 2014, the City Council approved the City of Newburgh's amended Community Development Block Grant Action Plan for Fiscal Year 2014 in the amount of \$48,484.00; and

WHEREAS, the New York State Director of Community Planning and Development has advised the City of Newburgh that the U.S. Department of Housing and Urban Development has increased the allocation from \$48,484.00 to \$52,547.00; and

WHEREAS, this Council has determined that approving such increase and accepting such funds is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No.: 217-2014 approving the City of Newburgh's amended Community Development Block Grant Action Plan for Fiscal Year 2014 be and is hereby amended to provide for acceptance of funds in the amount of \$52,547.00.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2015, by and between:

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

NEWBURGH ARMORY UNITY CENTER INC, a New York not-for-profit corporation with offices at 321 South William Street, Newburgh, New York 12550 ("NAUC").

WHEREAS, the City is the owner of a municipal parking lot located at the Delano-Hitch Recreation Park, 401 Washington Street in the City of Newburgh; and

WHEREAS, the NAUC wishes to secure off street parking for a large event scheduled on October 18, 2015;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Parking Lot located at 401 Washington Street within the Delano-Hitch Recreation Park and that it has duly authorized this Parking License Agreement. The City hereby grants NAUC a revocable license for the parking of vehicles for the attendees of a one-day event on October 18, 2015.

Section 2. Use of Parking Spaces. The parking spaces may be used only by vehicles of the attendees of the event scheduled on October 18, 2015 and may not be sold or assigned to any other persons or entities.

Section 3. License Fee. NAUC shall charge Ten (\$10.00) Dollars per vehicle for parking within the lot. NAUC shall pay to the City, as and for a fee for the use of the designated parking lot during the period of this agreement, Fifty (50%) Percent of the gross take of parking fees for the event. Payment of such fee shall be paid by NAUC to the City within ten (10) days of the conclusion of the event.

Section 4. No Duty of Special Care. The City, by granting this License, makes no representation and assumes no duty of special care for the event attendees and their vehicles parked in the Parking Lot.

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

Section 6. Term of License. The Agreement shall commence at 12:01 am on October 18, 2015 and expire at 11:59 pm on October 18, 2015.

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

Section 8. Termination of License. Either party may terminate this agreement by giving Five (5) days written notice to the other at the address specified in this agreement

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

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: _____-2015 of October 13, 2015.

CITY OF NEWBURGH

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

NEWBURGH ARMORY UNITY CENTER, INC.

By: _____
William Kaplan, Chairman

Approved as to Form:

John J. Aber, City Comptroller

Approved as to Form:

Michelle Kelson, Corporation Counsel

RESOLUTION NO.: 262 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH THE NEWBURGH ARMORY UNITY CENTER,
INC. TO ALLOW FOR PARKING IN CITY-OWNED PARKING LOT
LOCATED IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh and the Newburgh Armory Unity Center, Inc. ("NAUC") are parties to a Management Agreement providing for the management, operation, and fundraising services for the Newburgh Armory located at 321 South William Street in the City of Newburgh; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Armory and the NAUC have had on the City of Newburgh by providing a home for recreational and educational programs that have greatly benefited the greater Newburgh community; and

WHEREAS, the NAUC is hosting a rodeo event on October 18, 2015 and expects a large number of attendees for the event in an area with limited available parking; and

WHEREAS, the City is the owner of a parking lot located within the Delano-Hitch Recreation Park which has a large number of available parking spaces to accommodate the parking needs of the event; and

WHEREAS, the NAUC has expressed an interest to enter into a License Agreement for the exclusive use of said parking lot for the event and proposed to charge a fee of Ten (\$10.00) Dollars per car during the event and share the revenue with the City; and

WHEREAS, a copy of such License Agreement is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has examined such License Agreement and determined it to be in the best interests of the City of Newburgh to enter into such;

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 License Agreement, in substantially the same form as attached hereto with other provisions as Corporation Counsel may require, with the Armory Unity Center, LLC to allow for parking on the City-owned parking lot within the Delano-Hitch Recreation Park for an event to take place on October 18, 2015.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2015, by and between:

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

NEWBURGH ARMORY UNITY CENTER INC, a New York not-for-profit corporation with offices at 321 South William Street, Newburgh, New York 12550 ("NAUC").

WHEREAS, the City is the owner of a municipal parking lot located at the Delano-Hitch Recreation Park, 401 Washington Street in the City of Newburgh; and

WHEREAS, the NAUC wishes to secure off street parking for a large event scheduled on October 18, 2015;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Parking Lot located at 401 Washington Street within the Delano-Hitch Recreation Park and that it has duly authorized this Parking License Agreement. The City hereby grants NAUC a revocable license for the parking of vehicles for the attendees of a one-day event on October 18, 2015.

Section 2. Use of Parking Spaces. The parking spaces may be used only by vehicles of the attendees of the event scheduled on October 18, 2015 and may not be sold or assigned to any other persons or entities.

Section 3. License Fee. NAUC shall charge Ten (\$10.00) Dollars per vehicle for parking within the lot. NAUC shall pay to the City, as and for a fee for the use of the designated parking lot during the period of this agreement, Fifty (50%) Percent of the gross take of parking fees for the event. Payment of such fee shall be paid by NAUC to the City within ten (10) days of the conclusion of the event.

Section 4. No Duty of Special Care. The City, by granting this License, makes no representation and assumes no duty of special care for the event attendees and their vehicles parked in the Parking Lot.

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

Section 6. Term of License. The Agreement shall commence at 12:01 am on October 18, 2015 and expire at 11:59 pm on October 18, 2015.

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

Section 8. Termination of License. Either party may terminate this agreement by giving Five (5) days written notice to the other at the address specified in this agreement

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

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the day and year first above written, pursuant to City of Newburgh Resolution No.: ____-2015 of October 13, 2015.

CITY OF NEWBURGH

By: _____

Michael G. Ciaravino, City Manager

Per Resolution No.:

NEWBURGH ARMORY UNITY CENTER, INC.

By: _____

William Kaplan, Chairman

Approved as to Form:

John J. Aber, City Comptroller

Approved as to Form:

Michelle Kelson, Corporation Counsel

RESOLUTION NO.: 263 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 9, 2015
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE
2016 BUDGET FOR THE CITY OF NEWBURGH**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2016 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 9th day of November, 2015, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

Councilwoman Abrams moved and Councilwoman Holmes seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 264 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND TO ACCEPT IF AWARDED A GRANT FROM
THE FISCAL YEAR 2015 FEMA PORT SECURITY GRANT PROGRAM
FOR THE PURCHASE OF A FIRE RESCUE BOAT
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has applied for and was awarded funds available under the Fiscal Year 2015 Federal Emergency Management Agency ("FEMA") Port Security Grant Program for the purchase of a new fire rescue boat; and

WHEREAS, the grant will support the well-being and safety of our community by funding equipment procurement to enhance community protection from fire; and

WHEREAS, the grant award is in the amount of \$248,700.00 and requires a one-time City match of \$82,900.00; and

WHEREAS, the City of Newburgh Fire Department has collected donations toward the cost of the City match and the remaining City matching funds shall be derived from A.1900.1990 Contingency; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for and to accept the grant award in the amount of \$248,700.00 under the Fiscal Year 2015 FEMA Port Security Grant Program for the purchase of a fire rescue boat for the City of Newburgh Fire Department; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept donations to offset the cost of the City match under the terms of the grant award.

Mayor Kennedy said that there was some discussion on this last Thursday but asked Chief Vatter for an update.

Michael Vatter, Fire Chief said that with the help of Congressman Maloney's Office we applied for and obtained a grant for a fire boat that is much improved over the modified

pleasure boat that we currently use. There was a twenty-five percent match to the grant and the deal was if we couldn't raise the money, which is \$80,000.00, for it we would just walk away from the deal. We currently have \$70,000.00 committed from other sources and it was a \$10,000.00 match from the City. Basically we are getting a \$390,000.00 boat for \$10,000.00.

Mayor Kennedy asked if the \$10,000.00 is in our Budget now.

John Aber, City Comptroller said that the resolution as written takes the money from Contingency to cover the match for the boat which is \$10,000.00.

Councilwoman Lee moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 265 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH NEW YORK CENTRAL MUTUAL a/s/o JESSICA CARBONE
IN THE AMOUNT OF \$6,266.57**

WHEREAS, New York Central Mutual a/s/o Jessica Carbone 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 Six Thousand Two Hundred Sixty-Six and 57/100 Dollars (\$6,266.57) 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 New York Central Mutual a/s/o Jessica Carbone in the total amount of Six Thousand Two Hundred Sixty-Six and 57/100 Dollars (\$6,266.57) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

RESOLUTION NO.: 266 - 2015

OF

OCTOBER 13, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH LAUREN JOYCE IN THE AMOUNT OF \$5,000.00**

WHEREAS, Lauren Joyce 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 Lauren Joyce 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.

Councilwoman Abrams moved and Councilwoman Holmes seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 6

ADOPTED

OLD BUSINESS

Mayor Kennedy noted that they want to make sure the item that they just tabled tonight goes back onto the Agenda and that they ask any questions they want answered between now and then.

NEW BUSINESS

Councilwoman Mejia said that they have been getting updates and she and Councilwoman Holmes have been meeting about the closure of the Drop-In Center at Ecclesia House. They took a tour last week in one of the local Churches to see if they could accommodate the Drop-In Center from 4:00 P.M. to 8:00 P.M. and they are waiting to get an estimate back as to what the cost for that will be. The meetings have included representatives from the County and one of our local Legislators but there is a cost associated with this as it is predominately run by volunteers. This would not be for overnight accommodations; it is only for the hours of 4:00 P.M. to 8:00 P.M. before the local Shelter opens for our brothers and sisters who are less fortunate.

Mayor Kennedy asked if they need to have something put on the Agenda for the next meeting.

Councilwoman Holmes said that we do have the Warming Center that was used last year at the Activity Center and if we are unable to pay this cost we should be able to accommodate these people from 4:00 P.M. to 8:00 P.M. there.

Mayor Kennedy said that if the Church here wants to do it that would be a better location.

Councilwoman Holmes agreed but doesn't think we will be able to come up with the \$50,000.00 plus the cost of renting the Church.

Councilman Brown asked if the \$50,000.00 is an annual cost and will they be looking for that money from the City.

Councilwoman Holmes said it is for the startup fee and rental so it will come from either the City or the County. She doesn't think this is going to be feasible for us to do which is why she would like to use the Activity Center. Last year a lot of people didn't go to the Activity Center but it would be something open where they can get warm and have a cup of coffee. This is something that we can offer to our residents and our homeless people. By November 1st we need to have a place for these people to go and this might not be the best location but at least we are opening the doors somewhere for them to go.

Mayor Kennedy said that if we are looking to do something like this and actually put money into it why don't we put money into the current location and help them out. If we open the Activity Center, what is the cost?

Councilwoman Holmes said that we did it last year and there is no cost because someone is there until 10:00 P.M. anyway. They just need from 4:00 P.M. to 8:00 P.M. when they can go to the Shelter.

Mayor Kennedy said that she has no problem with opening the doors at the Activity Center and asked that this be put on the Agenda for the next meeting.

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

PUBLIC COMMENTS

Chris Knasiak, City of Newburgh wanted to let everyone know that a company called Tailor Express located at the Woodbury Commons in combination with the Orange County Business Accelerator is offering a free training class and the top four students will be guaranteed a job of thirty hours a week at \$15.00 per hour. She noted that she has flyers in English and Spanish telling what needs to be done and the class times and that anyone interested needs to apply in person at Broadway Tailors on Tuesday, October 20th from 10:00 A.M. to Noon. If you know anyone with some sewing experience who would like this free training, it is a great opportunity that leads directly to a job. Information is also posted on the Working in Newburgh Facebook Page along with any job or training opportunities that she hears about. This has been a wonderful way for her to get the word out.

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

COUNCIL COMMENTS

Councilwoman Abrams said, *"Let's Go Mets"*.

Councilman Brown noted that October is Breast Cancer Awareness Month and for those who have not been checked he urged them to go get checked. This is not a disease that you can detect on your own and if detected early you can be cured. He thanked everyone for coming and wished them a good night.

Councilwoman Holmes thanked everyone for coming out and wished them a good night.

Councilwoman Mejia thanked everyone for coming.

Mayor Kennedy thanked everyone for coming and they will see them next time.

There being no further business to come before the Council the meeting adjourned at 8:50 P.M.

LORENE VITEK
CITY CLERK