City of Newburgh Council Work Session
Sesión de trabajo del Concejal de la Ciudad de Newburgh
October 8, 2015
6:00 p.m.
AGENDA

1. Presentations/Presentaciones:

   a. A presentation will be given by Jonathan Gatsick and Joan Kaplan from FD Water Street Holdings LLC regarding their plans of development and the Option to Purchase Agreement.

2. Agreements, Grants & Contracts/Acuerdos & Becas:

   a. Resolution No. 252-2015
   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.

   b. Resolution No. 253-2015
   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.

   c. Resolution No. 254- 2015
   A resolution amending Resolution No. 208-2015 of September 14, 2015 authorizing an amendment to the terms of sale and an extension of time to close title on the conveyance of real property known as 41 Wisner Avenue (section 32, block 1, lot 8) at private sale to veterans leading the way for the amount of $3,150.00.

   d. Resolution No. 255- 2015
   A resolution authorizing the City Manager to apply for and accept if awarded a grant available under the fiscal year 2014 FEMA Assistance to the Firefighters Grant Program to provide support for the purchase of vehicle exhaust system for the City of Newburgh Fire Department.

e. Resolution No. 256-2015
A resolution authorizing the City Manager to executive a Release of Part of Mortgaged premises from a mortgage issued to the Whellman's Club, LLC for premises located at 49 Grand Street (section 31, block 1, lot 10)

3. Economic Development and Planning:

a. Resolution No. 257 -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.

b. Resolution No.258 – 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.

c. Resolution No. 259 -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.

d. Resolution No. 260- 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.

e. Resolution No. 261- 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.

4. Recreation:

a. Resolution No. 262 – 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.

5. Finance:

a. Resolution No. 263-2015
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.

6. Discussion Items:

   a. Former Provan Site Environmental Restoration Site (ERP) at 210 Mill Street. (Deirdre Glenn)

   b. 360 Liberty St. (Councilwoman Holmes)

7. Executive Session:

   a. Pending Litigation

Draft 09/21/15

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. <u>Property</u>: "**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

DRAFT

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

DRAFT

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. <u>Rights of Buyer During Option Period</u>:

(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).

DRAFT

(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:

DRAFT

- 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.

DRAFT

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. <u>Conveyance of Title</u>: 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. <u>Closing</u>:

(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

DRAFT

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:

DRAFT

(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;

DRAFT

(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 affects 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

DRAFT

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.

DRAFT

(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

DRAFT

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.

DRAFT

(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)).

DRAFT

(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.

DRAFT

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

DRAFT

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

DRAFT

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

DRAFT

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.

DRAFT

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.

DRAFT

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**.]

DRAFT

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.

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.

RESOLUTION NO.: 254 - 2015

OF

OCTOBER 13, 2015

A RESOLUTION AMENDING RESOLUTION NO. 208-2015 OF SEPTEMBER 14, 2015 AUTHORIZING AN AMENDMENT TO THE TERMS OF SALE AND AN EXTENSION OF TIME TO CLOSE TITLE ON THE CONVEYANCE OF REAL PROPERTY KNOWN AS 41 WISNER AVENUE (SECTION 32, BLOCK 1, LOT 8) AT PRIVATE SALE TO VETERANS LEADING THE WAY FOR THE AMOUNT OF $3,150.00

WHEREAS, by Resolution No. 208-2015 of September 14, 2015, the City Council of the City of Newburgh authorized the sale of real property known at 41 Wisner Avenue, more accurately described as Section 32, Block 1, Lot 8 on the official tax map of the City of Newburgh, to Veterans Leading the Way upon receipt of the purchase price of $3,150.00; and that said purchase price must be paid no later than November 13, 2015, and in accordance with certain terms and conditions of sale; and

WHEREAS, the parties have agreed to modify the terms of sale and additional time to close title and the City Council of the City of Newburgh has determined that it would be in the best interests of the City of Newburgh to modify the terms of sale and to extend the time to close title;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 208-2015 of September 14, 2015 is hereby amended to extend the time to close title on the sale of 41 Wisner Avenue to Veterans Leading the Way until December 11, 2015; and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the purchase price of $3,150.00; and that said purchase price must be paid no later than December 11, 2015, and in accordance with the amended terms and conditions of sale as annexed hereto and made part hereof; and

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

Terms and Conditions Sale
41 Wisner Avenue, City of Newburgh (32-1-8)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid taxes for the tax years of 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2015 County Taxes and 2015-2016 School Taxes and any subsequent levies. Upon the closing, the properties 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.
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 properties and bring it into compliance with all State, County and Local standards for occupancy within (36) months of the date of the deed. Within such thirty-six (36) 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 thirty-six (36) 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 thirty-six (36) 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. 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.
7. 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.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or

other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

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

Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 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.

RESOLUTION NO.: 256 - 2015

OF

OCTOBER 13, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGERTO 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 Fifty Thousand ($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).

ction 31
ock 1
ot 10

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.

© 2013 Matthew Bender & Co., a member of the LexisNexis Group.

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)

© 2013 Matthew Bender & Co., a member of the LexisNexis Group.

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°59'06" W 5.88' to a point;
4. Along lands now or formerly Saint Patrick's Church, N 16°40'54" E 30175' 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 steps 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:

1. Hudson Valley Paper Works, Inc. shall become record owners of the subject property within 90 days of approval of this Resolution, time being of the essence;

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. Prince William Properties, 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.

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

Property Address	Section, Block, Lot	Purchaser	Purchase Price
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.

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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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

Property Address	Section, Block, Lot	Purchaser	Purchase Price
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.

Terms and Conditions Sale
100 Courtney Avenue, City of Newburgh (48-1-27)

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 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.
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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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.: 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

Property Address	Section, Block, Lot	Purchaser	Purchase Price
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.

Terms and Conditions Sale
92 Overlook Place, City of Newburgh (45-8-24)

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 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 <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least 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.: __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.

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.

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.