



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

April 9, 2018  
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of March 26, 2018
5. City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City  
Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda/Comentarios del Consejo con respecto a la agenda

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 85-2018 - Supporting removal of Strooks Felt Dam  
Resolution of the City Council of the City of Newburgh, New York supporting the removal of the Strooks Felt Dam. (Jason Morris)  
  
*Resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando el retiro del dique Strooks Felt. (Jason Morris)*
7. Resolution No. 86-2018 - Endorsing Riverkeeper grant application for Strooks Felt Dam removal  
Resolution endorsing the application of Riverkeeper for a New York State Department of Environmental Conservation Round 23 Hudson River Estuary Tributary Restoration and Resiliency Program Grant for Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project. (Jason Morris)

*Una resolución que respalda la aplicación de Reiverkeeper para una*

Tributary Restoration and Resiliency Program Grant for Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek Project.  
(Jason Morris)

*Una resolución que respalda la aplicación de Reiverkeeper para una subvención del programa Afluente Tributario del Río Hudson Ronda 23 del Departamento de Conservación Medioambiental para restaurar el pasaje Herring y Eel: Retirando el dique Strooks Felt en el Proyecto Cala del Quassaick. (Jason Morris)*

9. Resolution No. 87-2018 - Release of Covenants for 307 Liberty Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Umar Ahmad to the premises known as 307 Liberty Street (Section 11, Block 5, Lot 11) (Deirdre Glenn)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho al reingreso de una escritura emitida a Umar Ahmad a las instalaciones conocidas como la 307 de la Calle Liberty (Sección 11, Bloque 5, Lote 11) (Deirdre Glenn)*

10. Resolution No. 88-2018 - Purchase of 79 William Street

Resolution to authorize the conveyance of real property known as 79 William Street (Section 39, Block 2, Lot 23) at private sale to Bissesar Alvin Moonesar for the amount of \$17,000.00.(Deirdre Glenn)

*Una resolución autorizando el traspaso de bienes raíces conocidas como la 79 de la Calle William (Sección 39, Bloque 2, Lote 23) en una venta privada a Bissesar Alvin Moonesar por la cantidad de \$17,000.00. (Deirdre Glenn)*

11. Resolution No. 89-2018 - SNY Play Ball Grant

Resolution authorizing the City Manager to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00. (Katie Mack)

*Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención "SNY Play Ball" presentado por el Centro Conmemorativo de Cáncer Sloan Kettering por el monto de \$5,000.00. (Katie Mack)*

12. Ordinance No. 2-2018 - Amending Chapter 163 "Fees" to provide a fee for replacement of lost electrical or plumbing licenses

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh to provide a fee for the replacement of lost electrical or plumbing licenses. (Michelle Kelson)

*Una Ordenanza enmendando el Capítulo 163 titulado "costos" del Código de Ordenanzas de la Ciudad de Newburgh para proporcionar un costo por el reemplazo de licencias eléctricas o de plomería. (Michelle Kelson)*

13. Resolution No. 90-2018 - Authorizing to Execute a Payment of Claim with

Geico Indemnity Company a/s/o Giselle Torres

14. Resolution No. 91-2018 - Proposed Contract with a Realtor to Market Select City Properties

Resolution authorizing the City Manager to enter into an agreement with River Realty Services, Inc. for real estate brokerage services.

*Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "River Realty Services, Inc. Para servicios de intermediación de bienes raíces.*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 85 - 2018

OF

APRIL 9, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK  
SUPPORTING OF THE REMOVAL OF THE STROOKS FELT DAM**

**WHEREAS**, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

**WHEREAS**, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh;

**WHEREAS**, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project";

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh.

**ADOPTED**  
**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION IN SUPPORT OF THE REMOVAL OF STROOKS FELT DAM**

Whereas, Riverkeeper wishes to remove the Strooks Felt Dam on Quassaick Creek, located in Orange and Ulster Counties with the goal of restoring passage for fish and wildlife in Quassaick Creek and the Hudson River; and

Whereas, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program's Tributary Restoration and Resiliency program to remove the Strooks Felt Dam located in Quassaick Creek, a site partially located within the jurisdiction of the City of Newburgh; and

Whereas, as a requirement of this program, Riverkeeper must obtain "a resolution by the municipality supporting the project," therefore be it

Resolved, that the City of Newburgh City Council hereby supports the project to remove the Strooks Felt Dam which is partially located within the municipal boundary of the City of Newburgh..

**Riverkeeper**  
***Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek***  
**Proposal to the New York State Department of Environmental Conservation**  
**Summary**

Riverkeeper is preparing an application to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program. The proposed project is to remove the Strooks Felt Dam on the Quassaick Creek. Removing this first barrier to the Hudson River will restore almost a mile of habitat for both river herring and eel – two aquatic species in serious decline. The dam is situated on land owned by the City of Newburgh and Orange County. Ten years ago, Orange County prepared an application for NOAA funding to have this dam removed. For unknown reasons, the project was not funded, but this application demonstrates both the need to remove the dam and the political will to do so.

Several species of diadromous fish move in from the ocean using tributaries to the Hudson River as migration pathways between feeding, nursery, and spawning grounds. Many dams and culverts are blocking those pathways and dramatically shrinking available or accessible habitat area, causing declines in fish biodiversity and other wildlife. As years pass, most dams are relics of the past, no longer serving the purposes for which they were originally built and many fall into disrepair.

Riverkeeper is committed to restoring aquatic life to the Hudson River by ridding the river and its tributaries of the hundreds of obsolete dams that now serve only as impediments for the river's diadromous fish, preventing them from reaching habitat crucial to various life stages. Removing dams is critical to restoring the natural flow of the river as well as the biodiversity and the abundance of life in the Hudson.

The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

River herring and American eels have been in serious decline for the past thirty years. River herring are now at three percent of their historic population size and American eels are suffering a similar fate. Should any of these species (Alewife, Blueback Herring or American eels) be placed on the endangered species list - which is not unrealistic since petitions have been submitted by the Natural Resources Defense Council in 2011 and river herring suffered from excessive bycatch this season already by midwater trawls for Mackerel, Longfin Squid and Sea Herring in the Atlantic Ocean. If such listing is warranted, then both owners could be forced by the federal government to remove the dam at their own expense in order to expand essential and critical habitat.

The scope of work includes preparation of the access road, setting up of the staging area, mobilizing the equipment, dewatering around the site, removal of the dam and apron, trucking the remains to an authorized disposal facility, stabilizing the channel bed and stream bank as needed, doing the necessary pre- and post-project monitoring, holding a pre-construction meeting with the contractor, supervising the contractor's work, handling permit documents and preparing plans if necessary, with project management and oversight.

Riverkeeper is uniquely qualified to manage this project, with a long track record of success as a grantee of the Hudson River Estuary Program, and working in communities in the Hudson Valley through our Boat Patrol, Outreach, and Water Quality Programs. They successfully facilitated the removal of the Wynants Kill Dam in Troy by bringing all relevant parties to the table. They now have a full-time Habitat Restoration Manager who is a professional ecologist and scientist with extensive experience studying fish populations on staff leading their dam removal efforts. Prior to joining Riverkeeper, he was an aquatic ecologist with the NYC Department of Parks and Recreation, overseeing projects on diadromous fish reintroduction, barrier mitigation, and fish passage. They are also engaging the services of Laura Wildman, a world renowned expert in barrier removal, and her team at Princeton Hydro Engineering.

Riverkeeper hopes that Orange County and the City of Newburgh will support their original proposal to remove this dam, since a full removal and river restoration would be funded at no cost by the municipalities, and because both jurisdictions are liable for any and all damages in and around the structure as well as for scheduled maintenance as ordered by NYSDEC Dam Safety Office.

Hence, removal is a win-win situation for all parties concerned, whereas failure to capitalize on this fortuitous opportunity and thereby allowing this obsolete dam to languish another 10 years is a lose-lose proposition for everyone, but mostly for the imperiled fish and the movement Riverkeeper is trying to champion throughout the Hudson Valley.

RESOLUTION NO.: 86 - 2018

OF

APRIL 9, 2018

**A RESOLUTION ENDORSING THE APPLICATION OF RIVERKEEPER FOR A  
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
ROUND 23 HUDSON RIVER ESTUARY TRIBUTARY RESTORATION AND  
RESILIENCY PROGRAM GRANT FOR RESTORING HERRING AND EEL PASSAGE:  
REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT**

**WHEREAS**, Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

**WHEREAS**, as a requirement of this program, said not-for-profit organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.



## **RESOLUTION OF MUNICIPAL ENDORSEMENT**

**WHEREAS,** Riverkeeper is applying to the New York State Department of Environmental Conservation for a project grant under the Hudson River Estuary Program to be located in Quassaick Creek, a site located partially within the territorial jurisdiction of the City of Newburgh; and

**WHEREAS,** as a requirement of this program, said not-for-profit organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”,

**NOW, THEREFORE,** be it resolved that the City of Newburgh City Council hereby authorizes and endorses the application of Riverkeeper for a grant under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as “Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek” located within the municipal boundary of the City of Newburgh, and the City Manager is hereby authorized to execute all documents in connection with this grant application.

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The goal of the project is to restore the ancestral habitat for river herring and eels in Quassaick Creek, while also building the resiliency of the surrounding land against climate change threats. Riverkeeper is proposing to remove the 7 foot Strook Felt dam on Quassaick Creek, which presents a significant barrier to both river herring and eel as well as an assortment of aquatic invertebrates. Removal of the barrier will increase diadromous fish habitat in the creek, as well as improve the potential for ecosystem restoration by reconnecting a river to the ocean via the Hudson River.

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Riverkeeper hopes that Orange County and the City of Newburgh will support their original proposal to remove this dam, since a full removal and river restoration would be funded at no cost by the municipalities, and because both jurisdictions are liable for any and all damages in and around the structure as well as for scheduled maintenance as ordered by NYSDEC Dam Safety Office.

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RESOLUTION NO.: \_\_\_\_ 87 \_\_\_\_ -2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO UMAR AHMAD  
TO THE PREMISES KNOWN AS 307 LIBERTY STREET  
(SECTION 11, BLOCK 5, LOT 11)**

**WHEREAS**, on June 10, 2011, the City of Newburgh conveyed property located at 307 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 5, Lot 11, to Umar Ahmad; and

**WHEREAS**, Mr. Ahmad has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 307 Liberty Street, Section 11, Block 5, Lot 11 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 10, 2011, from THE CITY OF NEWBURGH to UMAR AHMAD, recorded in the Orange County Clerk's Office on July 13, 2011 in Liber 13199 of Deeds at Page 0202 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

Dated: \_\_\_\_\_, 2018

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Michael G. Ciaravino, City Manager  
Pursuant to Res. No.: \_\_\_\_\_

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_

RESOLUTION NO.: 88 - 2018

OF

APRIL 9, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN  
AS 79 WILLIAM STREET (SECTION 39, BLOCK 2, LOT 23) AT PRIVATE SALE TO  
BISESSAR ALVIN MOONESAR FOR THE AMOUNT OF \$17,000.00**

**WHEREAS**, the City of Newburgh is the owner of real property known as 79 William Street, being more accurately described as Section 39, Block 2, Lot 23, on the official tax map of the City of Newburgh; and

**WHEREAS**, the City of Newburgh recovered title to said property through its right of re-entry by Sheriff's deed dated March 8, 2018 which was recorded in the office of the Orange County Clerk; and

**WHEREAS**, pursuant to City Code Chapter 13, the City may sell real property owned by or in the control of the City of Newburgh through public or private transaction; and

**WHEREAS**, the City of Newburgh desires to sell 79 William Street and the prospective buyer has offered to purchase the 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 July 13, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
79 William Street	39 - 2 - 23	Bisessar Alvin Moonesar	\$17,000.00

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

# Terms and Conditions of Sale

## 79 William Street, City of Newburgh (39-2-23)

### STANDARD TERMS:

1. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
2. 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.
3. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
4. **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.
5. Notice is hereby given that the properties are vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the properties and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcels in accordance with same.
6. Notice is hereby given that the properties lie within the East End Historic District as designated upon the zoning or tax map. The parcels are being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcels 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 July 13, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.



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

RESOLUTION NO.: 89 - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT IF AWARDED A SNY PLAY BALL GRANT  
PRESENTED BY MEMORIAL SLOAN KETTERING CANCER CENTER  
IN THE AMOUNT OF \$5,000.00**

**WHEREAS**, SNY Play Ball presented by Memorial Sloan Kettering Cancer Center will award two \$5,000.00 grants to youth baseball and softball organizations in the New York Tri-State and Metropolitan Area to be used for the purchase of necessary baseball/softball equipment, field maintenance, and/or other needed items; and

**WHEREAS**, SNY is teaming up with the Mets to award grants, donate equipment, conduct a clinic at Citi Field, and invite youth to a Mets game; and also honor and recognize recipients on television and at Citi Field during SNY Play Ball Week from May 14 – May 19; and

**WHEREAS**, the funds if awarded would be used to assist Newburgh's Cal Ripken Baseball League to replace equipment which include the batting cage and pitching machine which were damaged by a snowstorm, baseball bats which need to be replaced due to new regulations, balls, uniforms, and allow the members to participate in a youth baseball clinic with the New York Mets; and

**WHEREAS**, no City matching funds are required; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept if awarded a SNY Play Ball Grant presented by Memorial Sloan Kettering Cancer Center in the amount of \$5,000.00 requiring no City match; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

ORDINANCE NO.: 2 - 2018

OF

APRIL 9, 2018

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES"  
OF THE CODE OF THE CITY OF NEWBURGH  
TO PROVIDE A FEE FOR THE REPLACEMENT  
OF LOST ELECTRICAL OR PLUMBING LICENSES

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 155, Electrical Standards

§ 155-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Chapter 230, Plumbing

§ 230-15	<u>Replacement of Lost License</u>	<u>\$25.00 per license</u>
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Section 2. This ordinance shall take effect immediately.

Underlining denotes additions.

~~Strikethrough~~ denotes deletions.

RESOLUTION NO.:     90     - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT  
OF CLAIM WITH GEICO INDEMNITY COMPANY a/s/o GISELLE TORRES  
IN THE AMOUNT OF \$11,924.04**

**WHEREAS**, GEICO Indemnity Company a/s/o Giselle Torres brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Eleven Thousand Nine Hundred Twenty-Four and 04/100 Dollars (\$11,924.04) in exchange for a release to resolve all claims among them; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of GEICO Indemnity Company a/s/o Giselle Torres in the total amount of Eleven Thousand Nine Hundred Twenty-Four and 04/100 Dollars (\$11,924.04) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: \_\_\_\_\_ 91 \_\_\_\_\_ - 2018

OF

APRIL 9, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN AGREEMENT WITH RIVER REALTY SERVICES, INC.  
FOR REAL ESTATE BROKERAGE SERVICES**

**WHEREAS**, on November 1, 2017 the City of Newburgh issued a Request for Proposals for Real Estate Brokerage Services; and

**WHEREAS**, a total of twelve (12) proposals were duly received and opened on December 5, 2017; and

**WHEREAS**, the proposals have been reviewed by the necessary and appropriate staff; and

**WHEREAS**, upon such review of the submitted proposals it has been determined that River Realty Services, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local real estate market and have proven successes with distressed property, and proposed the most economic commission; and

**WHEREAS**, this Council has reviewed the attached proposal and has determined that entering into a contract for real estate brokerage services with River Realty Services, Inc. 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 enter into a Master Listing Agreement with River Realty Services, Inc., in substantially the same form as annexed hereto with terms and conditions approved by the Corporation Counsel, for real estate brokerage services.

## MASTER LISTING AGREEMENT Cover Page

This Master Listing Agreement (the “Agreement”) is entered into by and between the City of Newburgh (“City” or “Seller”), and the party identified below as “Brokerage Firm” (“Brokerage Firm” or “Broker”). Capitalized terms that are used in this Agreement, but not defined contextually, will have the meanings ascribed to them in **Section 14 (Definitions)**.

Effective Date of Agreement: \_\_\_\_\_

### Brokerage Firm Information

Name of Entity: **RIVER REALTY SERVICES, INC.**

Name of Individual signing on behalf of Entity:	LEE A. RAPHAEL	Brokerage Firm is a (check one):	Sole Proprietorship
Title:	BROKER/OWNER	<input checked="" type="checkbox"/>	Corporation
Address:	117 EXECUTIVE DRIVE, SUITE 100, NEW WINDSOR, NEW YORK 12553		Limited Liability Company
Telephone:	845-564-2800		General Partnership
Mobile:	914-474-8146		Limited Partnership
Fax:	845-564-0700		Other (Describe _____)
Email:	LRAPHAEL@riverrealty.com	State in which Brokerage Firm's Business Entity was formed:	NY
Brokerage Firm should receive legal notices under this Agreement (check one):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Brokerage Firm's Federal Tax ID Number:	30-0488660
City of Newburgh Point of Contact			
Name:			
Title:			
Address: 83 Broadway			
Newburgh, NY 12550			
Telephone:			
Mobile:			
Fax:			
E-mail:			

[SIGNATURE PAGE FOLLOWS]

## **MASTER LISTING AGREEMENT Signature Page**

By the signatures of their duly authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

### **CITY OF NEWBURGH**

83 Broadway  
Newburgh, NY 12550

By: \_\_\_\_\_

Name of Authorized Signatory: Michael G. Ciaravino

Title: City Manager

Date:

Per Res. No.

### **BROKERAGE FIRM: RIVER REALTY SERVICES, INC.**

By: \_\_\_\_\_

Name of Authorized Signatory: Lee A. Raphael

Title: President

Date:

**MASTER LISTING AGREEMENT  
General Terms and Conditions**

**RECITALS**

**WHEREAS, the City is the owner of various parcels of real property (individually, a “Property” and collectively, the “Properties”);**

**WHEREAS, Broker is in the business of listing and selling real property and providing certain brokerage and asset management services on behalf of owners of real property; and**

**WHEREAS, the City is in need of such services in relation to the City’s Properties;**

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

**AGREEMENT**

**1. Parties –**

This Agreement is entered into by and between Broker and the City, as owner and seller of each of the Properties identified by the City in the manner described below.

**2. Effective Date –**

This Agreement is effective as of the date indicated as the “Effective Date” on the Cover Page of this Agreement or, in the event that no date is so indicated, as of the latest date of a party to execute this Agreement (the “Effective Date”).

**3. Term –**

The term of this Agreement shall commence on the Effective Date and continue for a period of (1) one year or until terminated as provided in Section 6 (Termination) (the “Term”).

**4. Services –**

**A. Property Assignments.**

The City may assign Properties to Broker prior to listing the Properties for sale (each, a “Property Assignment” and, collectively, the “Property Assignments”) by emailing the broker the address of the Property and its section, block and lot numbers (“SBL”).

Broker agrees to perform certain Services with respect to each of the Property Assignments, which such Services include the issuance of broker price opinions and other Services described herein.

**B. Property Listings.**

The City will offer to list Properties with Broker for sale, from time to time, by issuing one or more listing supplements to this Agreement (each, a “Listing Supplement” and, collectively, the “Listing Supplements”) identifying the Properties in connection with which Broker will perform the Services.

Broker will indicate its acceptance of a Property listing (i) by commencing performance under the applicable Listing Supplement and (ii) returning a signed copy of the Listing Supplement, via



e-mail or fax, to the City.

Each Listing Supplement that has been accepted by Broker is incorporated in this Agreement by reference. Each Property identified in such a Listing Supplement is referred to herein as a "Property Listing."

**C. Delegation of Authority from Broker to Listing Agents to Accept Property Assignments and Property Listings on Behalf of Broker.**

Broker may identify Listing Agents who are working on Broker's behalf to negotiate and arrange Property sales. Listing Agents may be identified by Broker through the Broker's own, internal Property Assignment System or other electronic platform or non-electronic means designated for such purpose by the Broker. Broker acknowledges and agrees that all such Listing Agents are authorized to (1) act on its behalf with respect to the acceptance of Property Assignments and Property Listings under sub-sections (A) and (B) above and (2) act on its behalf with respect to the management of such assignments and listings through the sale process. Each Property Assignment and Property Listing accepted by any such Listing Agent shall be deemed to have been accepted by Broker hereunder.

**D. Exclusivity.**

The City employs Broker as its sole exclusive agent for the sale of the Properties it has or will have, or will acquire title to, which are identified in the Listing Supplements.

**E. Listing Period.**

Broker has the exclusive right to sell a Property during the listing period set forth in the applicable Listing Supplement or any subsequent extension thereof, unless the Listing Supplement or this Agreement is terminated early pursuant to Section 6 below (Termination; Expiration).

The initial listing period set forth in a Listing Supplement may be extended by the City of Newburgh in its sole discretion for any period of time.

**F. Price.**

Each Property will be offered for sale at the price listed in the applicable Listing Supplement, on terms and conditions that are satisfactory to the City.

**G. Performance.**

(1) Broker's Responsibilities Concerning Property Listings. Broker covenants and agrees to perform the Services in accordance with the following requirements.

(a) Listing the Property. Broker agrees to use due diligence to find a buyer for each Property, including: (i) listing Property with all other brokers on a co-brokerage basis; (ii) using the most appropriate multiple listing service available to Broker; and (iii) cooperating with other brokers. The City expressly authorizes Broker to sign multiple listing agreements.

**H. Preservation and Management Services.**

Broker shall also provide certain preservation and maintenance related services ("P&M Services") for the Properties as requested by the City. Such P&M Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker

coordinate, direct and oversee P&M Services as the City's agent.

- (1) Broker Oversight. In the capacity set forth above, Broker shall coordinate, direct and oversee P&M Services by qualified vendors, with requisite skill and experiences to competently perform P&M Services ("Vendors").

Additional oversight duties include the following:

- a) Broker shall verify that all Vendors (a) are duly licensed by the appropriate governmental authorities, as applicable; (b) have workers' compensation and liability insurance in commercially reasonable amounts and (c) name the City of Newburgh as additional insured on its liability insurance policy.
- b) Broker shall oversee each Vendor's performance and verify that the work assigned has been completed in accordance with the terms of the Vendor's agreement, which shall accurately and completely describe (i) the scope of Vendor's work, (ii) the terms under which the Vendor is to be compensated, and (iii) the amount of such compensation.
- c) Broker shall coordinate, direct and oversee the Vendors performance of assigned work and pay the Vendors compensation due and payable for property completed work.

- (2) Reimbursement.

Reimbursement of amounts paid by Broker to Vendors shall be made by the City no later than sixty (60) days following its receipt of a properly completed Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding in connection with a particular Property and a closing date has been scheduled at which that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

- (3) Preservation and Maintenance Pricing Matrix. Pricing of P&M Services shall be as set forth on the P&M Pricing Matrix attached hereto. If the P&M Services cannot be provided for an amount not to exceed the corresponding, pre-approved amount shown on the P&M Pricing Matrix, then Broker will solicit at least two bids and present both bids and pictures of the work in question to the City for the City's approval, unless the City waives two bids, in which case the Broker shall submit to the City of Newburgh a bid from the original vendor engaged by the Broker and pictures of the work in question.

- (4) Broker's Fee. Broker's fee shall be ten percent (10%) of the cost of the P&M Services provided.

#### **I. Utility Management Services.**

Broker shall also provide certain utility management services ("Utility Management Services") for the Properties as requested by the City. Utility Management Services will only be provided when a Property Assignment is received accompanied by direction from the City that the Broker manage utility services as the City's agent.

- (1) Utility Management Services shall include the following:

- (i) Contacting all gas, electric, propane, water, sewer and sanitation and utility service providers and setting up accounts in the name of the Broker.
- (ii) Ascertaining from the City and payment of the amounts of delinquent water, sewer, and sanitation services charged to an assigned Property, subject to reimbursement as provided herein.

- (2) Utility Management Fee. The Broker will charge a onetime, flat fee of \$150.00 to City of Newburgh payable after the City's delivery of a Property Assignment and with the first Reimbursement package submitted.

#### **J. Billing Services.**

- (1) Reimbursement Requests. Either bi-weekly or monthly, Broker shall submit to the City a Reimbursement Request in the form annexed hereto specifying completed P&M Services, Utility Management Services, and/or other utility or other service invoices paid by the Broker on behalf of the City, as applicable. The amount paid for such P&M Services, Utility Management Services and/or other utility or other service invoices, the Broker's fees for providing oversight and coordination of same, a copy of the check(s) of Broker payable to the Vendor(s), a copy of each Vendor's invoice, and mounted before and after pictures of the work completed will be included with each Reimbursement Request.
- (2) Payment. Payment shall be made by the City of Newburgh no later than sixty (60) days following its receipt of the Reimbursement Requisition, provided, however, that if a Reimbursement Request is outstanding with respect to a particular Property and a closing date has been scheduled at that Property will be sold, the amount of the outstanding Reimbursement Request shall be paid out of the proceeds of sale and the amount of payment shall be reflected on the applicable HUD-1 Settlement Statement or Closing Disclosure as a seller's expense.

#### **5. Commissions and Fees –**

##### **A. City-Owned Sales Channel.**

The City agrees to pay Broker a total sales commission of five percent (5 %) of the sales price or \$2500, whichever is greater, with respect to each Property Listing as set forth in the Listing Supplement if, during the listing period, the Property is sold to a buyer on the terms stated in this Agreement, or, if within six months of end of the listing period or the earlier termination of this Agreement pursuant to section 6 below, the Property is sold to a Buyer with whom the Broker or a cooperating Broker negotiated or to whom the Property is offered or shown during the listing period to a Buyer on the terms set forth in this Agreement.

Commissions will be paid on a per Property basis from the proceeds of the sale of the Property at settlement. Any such fee shall be paid if and only if: (A) a valid and enforceable closing of the sale of the Property occurs and the sale is funded; (B) the commission is reflected on the HUD-1 settlement statement or Closing Disclosure for the Property; and (C) the Newburgh City Council has adopted a resolution approving the sale and said sale is confirmed by resolution of the City Council.

Fees for P&M Services and Utility Management Services shall be as set forth in sections 4(H) and 2(I) above.

## **6. Termination; Expiration –**

### **A. Termination of Agreement.**

The City or Broker may terminate the Agreement at any time with or without cause upon written notice to the other party, effective on the later of the date specified in such notice or 30 days from the date of delivery of notice as set forth in paragraph 12 below.

### **B. Termination or Expiration of Listing Supplement or Property Listing**

Listing Supplements will expire on the date specified in the Listing Supplement, unless a Property identified in the Listing Supplement is under contract (subject to an Offer) on the expiration date, in which case the Listing Supplement shall remain in effect until (x) a valid and enforceable closing of the sale of the Property occurs and the sale is funded, or (y) the local form of Purchase Agreement / Addenda comprising the Offer terminates or expires as provided therein.

## **7. Warranties –**

Broker makes the representation, warranties and covenants contained in the subsections below to City as of the Effective Date of this Agreement. Representations, warranties and covenants that, by their nature or context, may reasonably be understood to be continuing obligations of Broker shall be deemed to be remade and effective on a continuous and uninterrupted basis throughout the term of the Agreement.

### **A. Corporate Status; Licensing.**

Broker represents, warrants and covenants to City:

(i) if Broker is an entity, that it is a duly organized, validly existing and in good standing under the laws of the state in which it is organized;

(ii) its execution, delivery and performance of this Agreement (a) if Broker is an entity, has been authorized by all necessary corporate action; (b) does not violate the terms of any law, regulation, or court order to which Broker is subject, or the terms of any material agreement or statutory restriction to which Broker or any of its assets are subject; and (c) are not subject to the consent or approval of any third party;

(iii) this Agreement is the valid and binding obligation of Broker, enforceable against Broker in accordance with its terms;

(iv) that it (a) is licensed, qualified and in good standing as a real estate broker in each state or jurisdiction where a Property subject to a Listing Supplement is located; (b) has all other licenses that are necessary to carry on its business as now being conducted; and (c) will provide a copy of all such licenses and certificates of good standing to City upon request;

(v) Broker has secured and will continue to maintain during the term of this Agreement all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render the Services described herein, including, without limitation, registration with the appropriate taxing authorities for remittance of taxes; and

(vi) Broker is not subject to any pending or threatened litigation or governmental action which could interfere with Broker's performance of its obligations hereunder.

The person who executes this Agreement and all related documents on behalf of Broker represents and warrants to the City of Newburgh that he or she is a duly authorized signatory of Broker with the requisite power and authority to bind Broker to the terms of this Agreement.

## **B. Performance.**

In performing its obligations under this Agreement, without limiting any other warranty hereunder, Broker represents, warrants and covenants to the City of Newburgh:

(i) all work will be performed in a professional and workmanlike manner with the reasonable care that would be taken by qualified, competent and experienced real estate brokers and real estate asset managers;

(ii) all work will be performed in accordance with the standards set forth in this Agreement and all applicable industry standards and practices; and

(iii) Broker has the requisite personnel, competitive alliances, and financial and physical resources necessary to provide and to fully perform the Services under this Agreement.

## **8. Insurance –**

During the Term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the Term) and in any event prior to commencement of Services under this Agreement, Broker will have and maintain in force, at Broker's expense, no less than the types and amounts of insurance coverage described below.

- (1) Workers' Compensation insurance with coverage applicable in all states in which services are to be performed with limits in accordance with the statutory requirements and all applicable Laws of each such state, and Coverage B – Employer's Liability Coverage, including occupational disease, with a limit of not less than \$1,000,000 per accident.
- (2) Commercial General Liability Insurance covering Broker's operations, with limits acceptable to Seller, but with combined single limits for bodily injury, personal injury and property damage not less than \$2,000,000, with the City named as an additional insured and including coverage as follows:
  - Commercial General Liability (Comprehensive Form)
  - Broad Form Contractual Liability
  - Independent Contractors (if any part of the services contemplated herein is performed by an independent contractor)
  - Broad Form Property Damage
  - Personal Injury
- (3) Automobile insurance including coverage for owned, non-owned and hired vehicles in the amount of \$1,000,000 per occurrence for bodily injury and property damage.
- (4) Professional Liability/E & O Insurance in the amount of \$1,000,000, including coverage for errors and omissions caused by Broker's negligence in the performance of its duties under this Agreement.
- (4) All insurance that Broker is required to maintain under any applicable Laws.

**9. Limitation of Liability –**

IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE.

**10. Independent Contractor –****A. Independent Contractor.**

Broker shall at all times be and act as an independent contractor of The City and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon officers or employees of the City shall be applicable to Broker or Broker Personnel in connection with the Services. Broker Personnel will be, and will remain at all times, employees or independent contractors of Broker (or Subcontractor, as the case may be) and shall not be deemed to be employees of The City of Newburgh for any purpose whatsoever. As between the City and Broker, Broker shall be solely responsible for the safety and supervision of Broker's employees and payment of wages, salaries and other amounts due such employees in connection with this Agreement and shall be responsible for all taxes, reports and other obligations respecting employees required by law.

**11. Compliance with Laws –**

In its performance of this Agreement, Broker shall fully comply with all applicable federal, state and local laws, including, without limitation: (a) all anti-discrimination, anti-retaliation and wage-payment laws; (b) all debt collection laws; and (c) all laws that prohibit discrimination in housing, lending and their related activities, including, without limitation, the Fair Housing Act at 42 USC §3601 et. seq., the Equal Credit Opportunity Act at 15 USC §1691 et. seq. and the Family Medical Leave Act (collectively, "Laws").

**12. Notices –**

All material communications and legal notices relating to this Agreement shall be given, as follows: (a) in the case of the City to the party listed on the Cover Page as the "City of Newburgh Point of Contact" with a copy to Corporation Counsel; (b) in the case of Broker, to (i) the party identified by Broker as the recipient of legal notices on the Cover Page, or (ii) if no party has been identified as the recipient of legal notices on the Cover Page, the party identified on the Cover Page as the "Broker of Record," or (c) in either case, such other point of contact designated in writing by a more senior officer of the party. All such communications and notices shall be in writing, addressed to the parties at the addresses set forth on the Cover Page, or the latest known valid address of the parties, and shall be considered received: (a) when personally delivered; (b) when delivered by commercial overnight courier with verification receipt; (c) when sent by confirmed facsimile; or (d) three (3) days after having been sent, postage prepaid, via certified mail, return receipt requested.

**13. Miscellaneous –****A. Complete Agreement.**

The complete Agreement between the parties consists of the Cover Page, the Signature Page,

the General Terms and Conditions and all other documents incorporated into the Agreement by reference; the complete Agreement referenced in the preceding clause supersedes all prior agreements, representations and understandings between the parties with respect to Services performed under this Agreement.

**B. Amendments.**

Except as otherwise provided in this Agreement, all amendments and modifications to the Agreement or any Listing Supplement issued hereunder must be in writing and executed by authorized representatives of both parties.

**C. Assignment.**

Broker may not assign its rights or obligations under this Agreement to any party without the prior written consent of the City of Newburgh. Without limiting the generality of the foregoing, Broker shall not assign, co-list, or refer any Property Listing to any individual outside of its own organization without the prior written consent of the City.

**D. Governing Law; Attorneys' Fees.**

This Agreement and performance hereunder shall be governed by the laws of the State New York. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the County of Orange, New York. Both parties consent to the jurisdiction and venue of such courts and irrevocably waive any objections thereto.

In any litigation by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the parties shall bear their own attorney fees, and costs and expenses incurred and the parties hereby waive any right or claim for the award of statutory attorneys' fees.

**E. Survival.**

Sections 5 (Commissions and Fees); 6 (Termination; Expiration), 8 (Insurance), 9 (Limitation of Liability), 10 (Independent Contractors), 12 (Notices), 13 (Miscellaneous), 14 (Definitions) and any other provisions of this Agreement that contemplate their continuing effectiveness shall survive termination of this Agreement.

**F. Severability.**

If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement.

**G. Caption References and Headings.**

All Section headings in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

**H. Construction.**

Notwithstanding the general rules of construction, both the City and Broker acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

**14. Definitions**

The following are definitions of capitalized terms used in this Agreement. Documents that are incorporated by reference may include additional defined terms for the purposes of the specific document.

“Agreement” means the Cover Page, the Signature Page(s), the General Terms and Conditions, the Listing Supplements and all other documents incorporated into the Agreement by reference.

“Broker” means the party to be charged under this Agreement with fulfilling all of the terms and conditions set forth herein. The authorized signatory of the Broker may be the Broker of Record or the Managing Broker.

“Broker of Record” means an individual who is licensed to operate, and is responsible for the overall management and control of, a real estate brokerage business. The Broker of Record may, but is not required to, delegate certain management duties to a Managing Broker.

“Broker Personnel” means the Broker, whether or not such party is an individual or a business entity, and the employees, independent contractors and Subcontractors of Broker.

“Cover Page” means the introductory page(s) to this Agreement containing information about Broker and its affiliates.

“Effective Date” means the date this Agreement becomes effective; the Effective Date is identified in Section 2.

“Listing Agent” means an individual who operates under the supervision of the Broker of Record or the Managing Broker, if the management duties of the Broker of Record were delegated to the Managing Broker, to negotiate and arrange real estate sales.

“Listing Supplement(s)” means the supplement(s) issued by the City of Newburgh from time to time, identifying Properties subject to Services to be performed by Broker under this Agreement, as modified and amended from time to time.

“Managing Broker” means an individual who is responsible for exercising the rights conferred on the Broker, supervising the performance and activities of the Broker Personnel and generally controlling and conducting the Broker’s real estate business. The Managing Broker and the Broker of Record may, but are not required to be, the same individual. If different, the Broker of Record may delegate its management duties to a Managing Broker.

“Purchase Agreement” means a standard real estate purchase agreement form for the area in which a Property is located.

“City-Owned Sales Channel” means the retail sales channel utilized by the City of Newburgh manage and dispose of Properties directly through Broker.

“Services” means tasks performed or to be performed by Broker under this Agreement, including the property valuation, listing and marketing Services.

“Signature Page” means the page that is executed by the City of Newburgh and Broker to indicate their intent to accept and be bound by the terms and conditions of this Agreement; the Signature Page may consist of multiple pages if executed by the parties in counterparts.



## Listing Supplement

Date:

Lee A. Raphael  
River Realty Services, Inc.  
117 Executive Drive, Suite 100  
New Windsor, NY 12553

Dear Lee:

The City of Newburgh, referred to throughout this document as the "Seller", grants you sole right and authority to sell this property during the listing period subject to the terms and conditions of the current City of Newburgh Master Listing Agreement.

### Listed Property

Address:

County: Orange  
Type of Property:  
City of Newburgh Property ID:

### Listing Terms and Conditions:

Listing Price:  
List Start Date:  
List End Date:  
Conditions: Purchase of the property will be by cash at the closing or on terms acceptable to the Seller.

### Commission and Bonus:

Total Broker Commission Percentage: 5%  
Listing Agent Commission Percentage: 2.5%  
Buyers Agent Commission Percentage: 2.5%  
Minimum Listing Commission Amount: \$1250.00  
Minimum Buyers Agent Commission Amount: \$1250.00

Listing Agent Bonus:  
Listing Agent Bonus Expiration Date:  
Buyer Incentive Amount:  
Special Instructions:

### MLS Listing Instructions:

Enter the listing in your local MLS and retain a copy of the listing in your files.

The terms of this letter supersede and replace the terms of any prior letter granting authority to sell this property.

**Acknowledged Broker / Agent** \_\_\_\_\_

**Date** \_\_\_\_\_



## City of Newburgh City Comptroller's Office

City Hall – 83 Broadway, 4<sup>th</sup> Floor  
Newburgh, New York 12550

Tel: (845) 569-7322  
Fax: (845) 569-7490

Kathryn Mack  
City Comptroller  
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### NOTICE

REQUEST FOR QUALIFICATIONS - RFQ #21.17  
FOR THE

### REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY

CITY OF NEWBURGH, NEW YORK

Request for Qualification (RFQ) will be received by the City Comptroller in her office at City Hall, 83 Broadway, 4th floor, Newburgh, New York until 4:00 p.m. (local time) Friday, December 15, 2017 requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

The RFP Document, becoming available to the public on Wednesday November 1<sup>st</sup>, 2017, may be obtained by visiting the Empire State Purchasing Group website at: [www.empirestatebidsystem.com](http://www.empirestatebidsystem.com), selecting the "Open Bids" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Responses to this RFQ shall be delivered to the City Comptroller by hand, mail or other courier type services and must be received on or before the specified due date and time. Facsimile or electronic mail submissions will not be accepted. **Vendors are responsible for timely delivery of their Proposals.** There will be no exceptions.

The City of Newburgh hereby notifies all prospective vendors that it will affirmatively insure that in regard to any Contract entered into pursuant to this Notice, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

The City of Newburgh reserves the right to reject any or all Qualifications and to waive any informality or technicality in any Qualifications deemed to be in the best interest of the City. Contract award may be subject to approval by the City Council.

By Order of the City of Newburgh:

By: \_\_\_\_\_  
Kathryn Mack, City Comptroller

Dated: Tuesday, October 24, 2017

#### "AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER"

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Advertisement Date:	Hudson Valley Black Press:	Wednesday, November 1, 2017
	Mid-Hudson Times:	Wednesday, November 1, 2017
	Sentinel	Friday, November 3, 2017

## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **REAL ESTATE BROKERAGE SERVICES FOR THE CITY OF NEWBURGH, NY**

Released: November 1, 2017

Due: December 15, 2017

City of Newburgh

Office of Planning and Development

123 Grand Street

Newburgh, NY 12550

(845) 569-9400

[www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

#### **Purpose**

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh is requesting qualifications from New York State licensed Real Estate Brokers to provide professional brokerage services for marketing, listing and selling select City-owned properties.

#### **Qualifications**

A broker must hold a valid real estate broker's license and should have a minimum five years' experience marketing and selling real estate in the City of Newburgh, be a member of the Hudson Gateway Association of REALTORS (HGAR), and offer a competitive commission rate.

#### **Requirements**

The applicant must have demonstrated experience in selling residential and/or commercial real estate in the City of Newburgh. Significant experience in selling distressed properties (foreclosures, bank-owned, short sales, etc.) is preferred. The broker will be required to:

- Provide a Comparative Market Analysis (CMA) for each property to be marketed.
- Offer advice and guidance on preparing properties for sale as well as on the marketing of specific properties.
- List properties in the HGAR MLS and provide a copy of the listing to the Department of Planning and Development.

- Advertise the property in local publications and/or through appropriate on-line or social media resources.

### **Evaluation Criteria**

- Experience - Demonstrated experience in preparing, marketing and selling properties - particularly distressed properties (foreclosures, bank-owned, short sales, etc. - in the City of Newburgh. (60%)
- Commission Structure: Competitiveness of commission proposal. (20%)
- Office Location: Preference given to brokers who have a physical office within a 10-miles radius of the City of Newburgh. (20%)

### **Other Criteria**

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the broker or the broker's employees will not claim to be an officer or employee of the City of Newburgh.

- The City agrees to pay the broker for services rendered based on the agreed-upon commission rate. The commission will be payable upon the closing of the property.
- All property purchasers must complete the required Private Owner Development Application (PODA), submit a detailed renovation cost estimate, provide proof funds for the purchase and rehabilitation of the property, and complete a credit report authorization form. All purchase offers are subject to the Standards Terms & Conditions of Sale. These documents are available for viewing on the City of Newburgh's website – [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)
- All purchase offers are subject to review by the Department of Planning and Development, and must be approved by the City Council. More detailed information about the purchase process is described on the Department of Planning and Development's web page of the City of Newburgh's website – [www.cityofnewburgh-ny.gov](http://www.cityofnewburgh-ny.gov)

## **Submission Material**

All applicants should submit one original and four copies of the following:

- Copy of a NYS Real Estate Broker's license.
- Proof of current membership in the Hudson Gateway Association of REALTORS (HGAR).
- Resume of the broker along with a description of any real estate entity by which you are employed or with which you are affiliated - including location, number and nature (full-time, part-time) of professional staff, years in business, and professional associations or designations.
- List of closed sales (address, purchase price and closing date) brokered in the City of Newburgh during the past two years. Respondents should also submit a list of active listings or pending sales within the City of Newburgh. The broker should clearly indicate any sales or listings that qualify as distressed properties (foreclosures, bank-owned, short sales, etc.)
- List of properties in the City of Newburgh owned by the broker – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the broker should be current on any municipal obligations (taxes, water and sanitation) and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the broker should be registered on the Vacant Building Registry maintained by the City of Newburgh Code Compliance Bureau. Any rental properties owned by the broker should have a rental license issued the City of Newburgh Code Compliance Bureau.
- Marketing proposal that outlines how the properties will be marketed –MLS listing, signage, advertisements, social media, etc. – as well as recommendations for preparing the property for sale (clean-outs, winterization, securing the property, etc.)
- Proposed commission rate or fee schedule for selling properties and any fee split policy when working with another broker.
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

## **Submission of Proposals**

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Real Estate Broker best suited to meet the City's needs. This may or may not be the Real Estate Broker who offers the lowest commission rate. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City may, at its option, interview Real Estate Brokers as part of this selection process. However, selection may take place without such interviews. Applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFQ does not obligate the City of Newburgh to select a Real Estate Broker and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFQ does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this request.

The City may issue addendums or answers to questions for this RFQ through BidNet and it is the responsibility of the Applicant to monitor and respond as requested.

All responses must be received by Responses which do not meet this deadline will not be considered. Faxed or electronic submission will not be considered. All requests must be submitted either by mail or in person to:

City of Newburgh,  
Office of the Comptroller, City Hall  
83 Broadway, 4th Floor  
Newburgh, NY 12550

Please direct all questions regarding this request for proposal in writing to the City of Newburgh's Department of Planning and Development [planning@cityofnewburgh-ny.gov](mailto:planning@cityofnewburgh-ny.gov).