



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
April 19, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session

The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Proposed, pending or current litigation

2. Newburgh Enlarged School District Superintendent Dr. Padilla will be making a presentation regarding the School Districts' Budget

3. Monthly Finance Report - March 2018

A Monthly Financial Report will be given by City Comptroller Kathryn Mack.

Work Session Presentations

4. Master Plan Presentation by BFJ and Deirdre Glenn

(Councilwoman Rayford)

Engineering/Ingeniería

5. Proposal with M.G. McLaren for Engineering Services Public Safety Building

Resolution authorizing the City Manager to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional engineering services related to the reconstruction of the exterior egress stairs at the Public Safety Building at a cost of \$14,875.00 (Jason Morris)

Finance/Finanza

6. SAFER - Grant Update

(Kathryn Mack City Comptroller)

Planning and Economic Development/Planificación y Desarrollo Económico

7. Purchase of 48 Larter Avenue

Resolution to authorize the conveyance of real property known as 48 Larter Avenue (Section 26, Block 2, Lot 18) at private sale to Vickiana DeMora for the amount of \$40,000.00. (Deirdre Glenn)

8. Purchase of 47 Lander Street

Resolution to authorize the conveyance of real property known as 47 Lander Street (Section 30, Block 4, Lot 1) at private sale to Robert Fontaine for the amount of \$42,000.00. (Deirdre Glenn)

9. Extension of Time to Close Title on 233 First Street

Resolution authorizing the extension of time to close title on the property located at 233 First Street (Section 29, Block 4, Lot 4) sold at private sale to George W. Reithoffer. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. Climate Smart Communities Pledge

Resolution of the City Council of the City of Newburgh adopting the New York State Climate Smart Communities Pledge. (Kathryn Mack)

11. Satisfaction of Mortgage -- 241 Powell Avenue

Resolution authorizing the City Manager to execute a satisfaction of in connection with a mortgage issued to Paten Solomon, Jr. and Elsen Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4) (Michelle Kelson)

12. Extension of Contract with the Newburgh Ministry to Operate an Emergency Shelter at 104 S. Lander Street

Resolution authorizing the City Manager to execute a one month extension to the agreement with the Newburgh Ministry, Inc. to continue a warming center at 104 South Lander Street through April 30, 2018. (Michelle Kelson)

13. Co-sponsor SBA workshops

Resolution authorizing the City Manager to enter into a Co-Sponsorship Agreement with the Small Business Administration for small business development workshops to be held in the City of Newburgh. (Deirdre Glenn)

Discussion Items/Temas de Discusión

14. Arts Programs

Arts & Cultural Commission
One Percent for the Arts (Councilman Harvey)

15. Data on the Sale of City Owned Property

(Councilman Jonathan Jacobson)

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
M.G. McLAREN, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO
THE RECONSTRUCTION OF THE EXTERIOR EGRESS STAIRS
AT THE PUBLIC SAFETY BUILDING AT A COST OF \$14,875.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building; and

WHEREAS, the services will include a site visit and evaluation, preparation of construction drawings and technical specifications, and construction administration services; and

WHEREAS, the cost for these services will be \$14,875.00 and funding shall be derived from H1.3399.0208.8101.2013 - Construction & Major alterations.2013 BAN; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building at a cost of \$14,875.00.



**LIMITED PROFESSIONAL SERVICES
STANDARD AGREEMENT**

Client:	City of Newburgh	Phone:	(845) 569-7448
	83 Broadway	Email:	jmorris@cityofnewburgh-ny.gov
	Newburgh, NY 12550	Project No:	141223 – Phase 3 (Rev. 01)
Attn:	Jason Morris, P.E.	Date:	March 30, 2018
Project Name:	Newburgh Public Safety Building – Exterior Stair Reconstruction		
Project Location:	Newburgh, NY		

Scope of Services: McLaren Engineering Group (McLaren) is submitting this proposal to provide structural engineering services at the Newburgh Public Safety Building. It is McLaren's understanding that the City of Newburgh would like to reconstruct the exterior egress stairs at the north end of the police station. From observations made during an initial site walkthrough, the exterior stair framing has undergone severe deterioration and the landing has been shored with timber members. The stairs are currently not in use by the public. Work at the above reference project shall include the following:

Task 1: Construction Documents

McLaren will make one (1) site visit to confirm condition of existing framing. We anticipate the existing landing and steel framing will require to be demolished and replaced with a new steel framed landing protected from the elements. Additionally, we anticipate repairs will be required at the adjacent concrete stairwell. McLaren will prepare construction drawings and technical specifications to clarify all aspects of the scope explained above. It is assumed the existing stair walls will be reused with only minor repairs to the brick.

Task 2: Construction Administration

McLaren will provide construction administration services during the construction phase of reconstruction work. Our scope of work for this phase is limited to review of shop drawings, responding to Requests for Information (RFI's), and submittals relating to the reconstruction of the exterior egress stairs. Additionally, we will include one (1) site visit during construction.

Information Required: It shall be incumbent upon the City of Newburgh to provide us with the following: (1) Building access, (2) Existing building drawings of the exterior north stairs, (3) Determination of building's landmark status, (4) Property survey to determine City of Newburgh property lines.

Exclusions: (1) Survey or removal of the project site for hazardous materials, testing, permits, or removal costs of any hazardous materials, including asbestos, (2) Attendance at public meetings that may be required, (3) Permitting, (4) Additional site visits/meetings requested by the City of Newburgh, (5) Changes or revisions beyond our control, such as changes or supplemental work as may be required by regulatory review agencies beyond that allowed by ordinance or regulations, or changes in basic project concept after design work has commenced, (6) Bid support, (7) City of Newburgh front end contractual specifications.

Compensation (exclusive of reimbursable expenses):

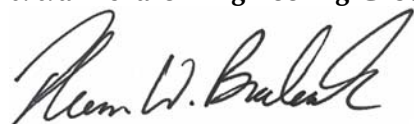
Task 1 – Construction Documents (Lump Sum)	\$ 11,900
Task 2 – Construction Administration (Lump Sum)	\$ 2,975
Total Fee	\$ 14,875

Hourly Rates:

Productive Principal	\$250/hr	Sr. Technical Designer II	\$140/hr	Sr. CAD Operator	\$130/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. Technical Designer I	\$125/hr	CAD Operator	\$110/hr
Associate	\$215/hr	Technical Designer	\$100/hr	Jr. CAD Operator	\$ 75/hr
Principal Land Surveyor	\$175/hr	Staff Engineer II/III	\$125/hr	Sr. Technician	\$120/hr
Senior Engineer III/IV	\$180/hr	Staff Engineer I	\$115/hr	Jr. Technician	\$ 90/hr
Senior Engineer I/II	\$150/hr	Junior Engineer	\$100/hr	Intern	\$ 58/hr
Technical Design Mgr.	\$175/hr	Chief CAD Operator	\$150/hr	Technical Typist	\$ 85/hr

Reimbursable Expenses: Reimbursable expenses are reimbursed at 1.0 times our cost. They are in addition to the fee arrangement and will include, but not be limited to all printing, courier, and travel costs related to the project.

**Offered by M.G. McLaren, P.C.
d/b/a McLaren Engineering Group**



Printed Name: Thomas W. Broderick, P.E., LEED AP

Title: Division Chief Structures

Date: March 30, 2018

Accepted by: City of Newburgh

By:

Printed Name:

Title:

Date:

The terms and conditions attached are part of this Agreement.

GENERAL TERMS AND CONDITIONS

This proposal is subject to the terms and conditions below and shall remain valid only until April 30, 2018 unless it is accepted as a contract. Hourly rates defined on the reverse side of this proposal are subject to annual revision January 1st. The following General Terms and Conditions are applicable to Agreements between M.G. McLaren, P.C. d/b/a McLaren Engineering Group (McLaren) and the Owner, when attached to and made part of such Agreement or Proposals by reference.

1. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice, terms net thirty (30) days. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted by state law. McLaren, after giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid.
2. **TERMINATION.** Either party may terminate this Agreement without cause upon ten (10)-calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, McLaren shall be paid for services performed to the termination notice date, plus reasonable termination expenses and a termination fee of 10% of the total fee under this Agreement. This Agreement will terminate upon the insolvency of Owner.
3. **STANDARD OF CARE.** McLaren will exercise due and reasonable care in performing its services under this Agreement. No other warranty, express or implied, is made.
4. **INSURANCE.** McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.
Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella;
Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000.

5. **SITE OPERATIONS.** Owner will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, which may result. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.
6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:
 - a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
 - b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c. Terminate the services effective on the date specified by McLaren in writing.
7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.
9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.
10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed McLaren's total fee for services rendered on this project, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 48 LARTER AVENUE (SECTION 26, BLOCK 2, LOT 18) AT PRIVATE SALE
TO VICKIANA DEMORA FOR THE AMOUNT OF \$40,000.00**

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 48 Larter Avenue, being more accurately described as Section 26, Block 2, Lot 18 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 July 27, 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>
48 Larter Avenue	26 - 2 - 18	Vickiana DeMora	\$40,000.00

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

48 Larter Avenue, City of Newburgh (26-2-18)

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 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.
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. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 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.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 47 LANDER STREET (SECTION 30, BLOCK 4, LOT 1)
AT PRIVATE SALE TO ROBERT FONTAINE FOR THE AMOUNT OF \$42,000.00**

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 47 Lander Street, being more accurately described as Section 30, Block 4, Lot 1, 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 July 27, 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>
47 Lander Street	30 - 4 - 1	Robert Fontaine	\$42,000.00

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

47 Lander Street, City of Newburgh (30-4-1)

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 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.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. 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 property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 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.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

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

RESOLUTION NO. _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
ON THE PROPERTY LOCATED AT 233 FIRST STREET
(SECTION 29, BLOCK 4, LOT 4) SOLD AT PRIVATE SALE
TO GEORGE W. REITHOFFER**

WHEREAS, by Resolution No.: 67-2017 of March 13, 2017, the Council of the City of Newburgh, New York, authorized the sale of 233 First Street (Section 29, Block 4, Lot 4) to George W. Reithoffer; and

WHEREAS, the purchaser could not secure a standard form policy of title insurance due to a defect in the chain of title, and thus could not close on or before June 12, 2017 in accordance with Resolution No.: 67-2017; and

WHEREAS, the resolution of outstanding title issues took longer than expected but is now complete and the purchaser still desires to close title; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 233 First Street is hereby authorized until June 30, 2018.

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE NEW YORK STATE CLIMATE SMART COMMUNITIES PLEDGE**

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
PATEN SOLOMON, JR. AND ELSENE SOLOMON FOR PREMISES LOCATED AT
241 POWELL AVENUE (SECTION 7, BLOCK 7, LOT 4)**

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Paten Solomon, Jr. and Elsen Solomon in the principal sum of \$5,000.00 for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4), dated June 28, 1988, and recorded in the Orange County Clerk's Office on July 18, 1988, in Liber 3121 of Deeds at Page 119; and

WHEREAS, the mortgage qualifies as an ancient mortgage of more than 20 years that has not been discharged of record and from lapse of time is presumed to be paid; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 Satisfaction in connection with a mortgage issued to Paten Solomon, Jr. and Elsen Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is deemed paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 28, 1988, made by Paten Solomon, Jr. and Elsene Solomon to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$5,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 18, 1988, in Liber 3121 of Deeds at Page 119; and

which mortgage has not been further assigned of record.

Dated: April _____, 2018

CITY OF NEWBURGH

By: Michael Ciaravino, City Manager
Pursuant to Resolution No.:

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

On the _____ day of April, 2018, before me, the undersigned, a Notary Public in and for said State, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: _____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A ONE MONTH EXTENSION TO THE AGREEMENT
WITH THE NEWBURGH MINISTRY, INC. TO CONTINUE A WARMING CENTER
AT 104 SOUTH LANDER STREET THROUGH APRIL 30, 2018**

WHEREAS, by Resolution No. 331-2017 of November 27, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street; and

WHEREAS, the term of the Agreement began on December 14, 2017 and expires on April 1, 2018; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Ministry, Inc. and the operation of the warming center has had on the City of Newburgh by providing overnight shelter to homeless persons during the cold weather season; and

WHEREAS, due to the unusually cold weather extending into the month of April 2018, the City wishes to extend the term of the Agreement for one month until April 30, 2018, and this Council has reviewed the annexed extension agreement and finds that the extension of such Agreement is in the best interests of the City of Newburgh and its citizens;

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 one month extension agreement with the Newburgh Ministry, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Extension"), made as of this ____ day of _____, 2018, by and between the City of Newburgh, a New York municipal corporation ("City") and Newburgh Ministry, Inc., a New York not-for-profit corporation, ("Newburgh Ministry").

WITNESSETH:

WHEREAS, on December 14, 2017, the City and the Newburgh Ministry executed an Agreement for the administration, operation, and management of an overnight warming center at the building located at 104 South Lander Street, Newburgh, New York; and

WHEREAS, the Agreement terminates on April 1, 2018; and

WHEREAS, the parties desire to extend the term of the Agreement for one month until April 30 2018:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 3 of the Agreement shall terminate on April 30, 2018 ("Extension Term").
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect during the Extension Term.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease in duplicate as of the day and year first above written.

CITY OF NEWBURGH

THE NEWBURGH MINISTRY, INC.

By: _____

By: _____

Name: Michael G. Ciaravino

Name:

Its: City Manager

Its:

Per Resolution No.:

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

December 4, 2017

Mr. Colin Jarvis
The Newburgh Ministry, Inc.
9 Johnston Street
Newburgh, NY 12550

Re: Agreement for Warming Center at 104 South Lander Street

Dear Mr. Jarvis:

Pursuant to authority granted by the City Council by Resolution No. 331-2017 of November 27, 2017, a copy of which is enclosed, also enclosed is a fully executed copy of the Agreement in connection with the above matter.

By copy of this letter I am forwarding the original of same to the City Clerk for filing in her office.

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

Cc: Lorene Vitek, City Clerk (w/original)
Deirdre Glenn, Director of Planning & Development
Alexandra Church, City Planner

RESOLUTION NO.: 331 - 2017

OF

NOVEMBER 27, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE NEWBURGH MINISTRY, INC.
TO ESTABLISH A WARMING CENTER AT 104 SOUTH LANDER STREET

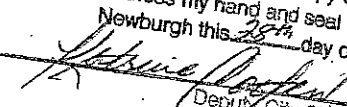
WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

WHEREAS, the City of Newburgh (the "City") and the Newburgh Ministry recognize the need to provide additional overnight shelter to homeless individuals during the cold weather season; and

WHEREAS, the City owns certain property located at 104 South Lander Street and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, which can provide a location for an overnight shelter during the cold weather season; and

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season through a formal agreement; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 11/27/17
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 28th day of Nov. 20 17

Deputy City Clerk

THIS AGREEMENT made this 14th day of December 2017 by and between The Newburgh Ministry, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at 9 Johnston Street, Newburgh, New York 12550 and the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550

WITNESSETH

WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

WHEREAS, the City of Newburgh (the "City") and the Newburgh Ministry recognize the need to provide additional overnight shelter to homeless individuals during the cold weather season; and

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season;

Now, therefore, be it agreed by and between the Newburgh Ministry and the City for the consideration named herein as follows:

1. Scope of Services: The Newburgh Ministry agrees to provide the following:
 - a. Two (2) paid part-time professional staff at the overnight shelter seven (7) days per week and at least one representative with authority over all activities present at all times in which the overnight shelter is open and operating
 - b. Volunteer training and coordination for additional support on nights and weekends
 - c. Equipment and supplies such as cots, sheets, blankets, paper and cleaning products and toiletries
 - d. Regular cleaning of the shelter
 - e. Food
 - f. Reimburse the City for the cost of heat and electricity during the operation of the overnight shelter during the term of the Agreement
2. Grant of License: The City hereby represents that it owns 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City hereby grants the Newburgh Ministry a revocable license for its employees and volunteers, upon the conditions hereinafter stated, the license or privilege of entering upon the City's property located at 104 South Lander Street, in the City of Newburgh, New York, and taking thereupon such equipment, supplies and other materials as may be necessary, for the purposes of providing overnight shelter to homeless individuals. The City shall provide the property in habitable condition and meeting the requirements for occupancy under applicable New York State and local building, property maintenance and fire prevention codes. It is understood and agreed that no vested right in said premises is hereby granted or

conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

3. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on April 1, 2018. The term is not renewable.
4. Insurance: The Newburgh Ministry and the City each agree to maintain throughout the term of this Agreement General Liability and Property Damage Insurance which shall protect each party from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from the services provided under this Agreement. The amounts of such General Liability Insurance shall be in an amount of not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Newburgh Ministry shall maintain during the life of this Agreement such Workers' Compensation Insurance for its employees, volunteers or members to be assigned to the work hereunder as may be required by New York State Law. The parties agree to report to each other any accident or claim as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or knowledgeable about any accident or claim as soon thereafter as possible.
5. Indemnity and Save Harmless Agreement: The Newburgh Ministry agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee. The City agrees to indemnify and save the Newburgh Ministry, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City. The parties acknowledge and agree that the provisions of this section are intended to survive termination of this Agreement.
6. Independent Contractor: It is expressly understood and agreed by the parties hereto that the Newburgh Ministry is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Newburgh Ministry to perform the services authorized hereunder shall be employees of the Newburgh Ministry and not of the City. The Newburgh Ministry shall inform persons so employed, retained or engaged of these facts.
7. No Assignment or Sub-Licensing. This Agreement may not be assigned or sub-let to any other party.

8. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County.
9. Notices: Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The Newburgh Ministry Inc.
Attn:

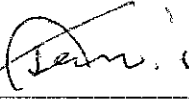
TO: City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

10. No Modification of Agreement. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
11. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.
12. Severability: If any provision of this Agreement or the application of any provision to any person or circumstance is held or declared to be invalid unenforceable or illegal, the remainder of this Agreement and the remainder of such provision other than to the extent it is held invalid unenforceable or illegal will survive and not be invalidated by such holding or declaration.


Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

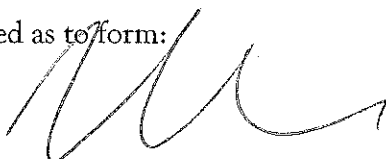
THE NEWBURGH MINISTRY, INC.

By:  _____

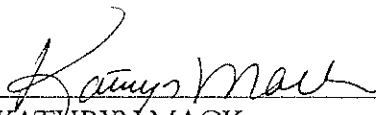
THE CITY OF NEWBURGH

By:  _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.: 331-2017

Approved as to form:

 _____
MICHELLE KELSON
Corporation Counsel

Approved as to form:

 _____
KATHRYN MACK
City Comptroller

RESOLUTION NO.:_____ - 2018

OF

APRIL 23, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION
FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS
TO BE HELD IN THE CITY OF NEWBURGH**

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration (“SBA”) has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, it is proposed that the workshops, entitled “Small Business Basics Workshops”, be held at the Newburgh Free Library on weekday evenings monthly over the next several months; and

WHEREAS, the workshops will be widely advertised, the SBA and the Newburgh Free Library will cosponsor with the City and we will take registration for the classes; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the “Small Business Basics Workshops in the City of Newburgh.

COSPONSORSHIP AGREEMENT

between

**U.S. Small Business Administration
New York District Office**

and

The City of Newburgh

Authorization No: 18-0202-74

1) Parties

This Cosponsorship Agreement ("Agreement") is between the U.S. Small Business Administration ("SBA") and the following Cosponsor(s) (individually a "Cosponsor" or collectively the "Cosponsors" or "Parties"):

- a) City of Newburgh
83 Broadway
Newburgh, NY 12550
Description of Cosponsor: Cosponsor is a local municipal government

2) Purpose

The purpose of this Agreement is to describe the rights and responsibilities of each Cosponsor regarding the activity described below pursuant to SBA's Cosponsorship Authority, section 132(a) of Division K in Public Law No. 108-447, as extended by the annual Appropriations Act, and 13 C.F.R. Part 106. The Agreement encompasses this document and all Attachments. The Cosponsor shall comply with all applicable laws and regulations in its performance under this Agreement. Except as properly amended, this Agreement is the final and complete agreement of the Cosponsors. It does not authorize the expenditure of any funds, other than by express terms of this Agreement nor does it create special consideration by SBA regarding any other matter. This Agreement shall not limit any Cosponsor from participating in similar activities or arrangements with other entities.

3) Cosponsored Activity

- a) Name of Activity: Small Business Basics Workshops
- b) Dates: April 2018 - December 2018
- c) Place: The Heritage Center, 123 Grand Street, City of Newburgh, NY (Additional locations to be identified)
- d) Estimated Number of Attendees: 100+
- e) Budgeted Expenses of Cosponsored Activity: \$0
- f) Summary of Activity: SBA and the City of Newburgh will jointly host and cosponsor a series of 2 hour workshops in English and Spanish designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs, to culminate in an Expo (Attachment A).

4) Cosponsors' Responsibilities

The Cosponsors agree that each will do the following in support of the Cosponsored Activity:

- a) SBA will:

- Participate in the overall planning, marketing and execution of the cosponsored event
- Provide marketing guidelines for promotion, including flyers
- Recruit Speakers
- Assist on logistics following best practices
- Provide at least 2 people to assist during registration and logistics on the day of the event
- Provide opening remarks
- Take registration on the day of the event
- Have final approval of all cosponsored materials and activities

b) City of Newburgh will:

- Participate in the overall planning, marketing and execution of the cosponsored event.
- Assist in securing workshop location(s)
- Promote event
- Provide Security (the same security arrangements that applies for the building will be on call for the day of the event)
- Provide tables and chairs
- Sound System, Basic A/V audio amplification system, microphones, projections screen, projection cart, electrical cords and placement, slide projector, easels, if necessary

5) Budget

There are no anticipated expenses associated with conducting the Cosponsored Activity. Should unanticipated expenses for the cosponsored activity be incurred, the cosponsors will prepare an itemized budget to reflect such expenses and whether such expenses were met by cash or in-kind contributions.

6) Fiscal Agent and Fees

Section Intentionally Deleted

7) No Profit

Each Cosponsor agrees that it will not make a profit on this event.

8) Appropriate Recognition

Cosponsor will include appropriate recognition for SBA in all materials created for this activity. Each Cosponsor will be given appropriate recognition by SBA for Cosponsorship of the activity outlined in this Agreement, however such recognition does not constitute an express or implied endorsement by SBA of any of the opinions, products or services of any Cosponsor, its subsidiaries or its contractors. As such, all appropriate disclaimers and authorization numbers will be visible on all Cosponsored Materials. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

9) Cosponsored Material

Cosponsored Material refers to all print and electronic materials used to promote the activity or material used during or as the Activity. This includes, but is not limited to, flyers, brochures, mailers, email promotions, web pages, promotional items, or any other physical, print or electronic item bearing SBA's name or logo. Cosponsors grant SBA a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use and to create derivative works of any material developed for the Cosponsorship outlined in this Agreement.

10) Use of SBA Logo

Each Cosponsor agrees to use its name and logo in connection with SBA's name and logo on Cosponsored Materials or in factual publicity only for the Cosponsored Activity as outlined in this Agreement. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with the activity. Any materials (print or electronic) bearing SBA's logo must include the appropriate disclaimers as outlined in the "Disclaimers" paragraph and be approved in advance by SBA's Responsible Program Official. Cosponsors are not permitted to use SBA's name or logo for commercial purposes, such as advertising a product or service.

11) Licenses

SBA will possess an irrevocable, non-exclusive, worldwide, royalty-free license to use any materials developed for the Cosponsored Activity outlined in this Agreement. City of Newburgh will be responsible for obtaining all rights, fees and clearances, if necessary, for the purpose of SBA's license. Should SBA decide to use Cosponsored Material that contains copyrighted material after the term of this Agreement, SBA will remove City of Newburgh's logo but retain a copyright notice.

12) Political Speech

It is SBA's policy that public officials or candidates for public office (including their staff), whether a direct Cosponsor or invitee of a Cosponsor, be informed by the SBA that they may not include political comment as part of their participation. Political comment includes speech or remarks designed to facilitate, or be directed toward, the success or failure of a political party, candidate for public office, or political group.

13) Website and Online Registrations

The Cosponsors will create an online registration located at <https://www.cityofnewburgh-ny.gov/> to provide registration and workshop details. Cosponsors agree there will be no commercial advertisements or commercial promotions of any kind, including its own products or services, displayed on this Cosponsored Site. All online activities will be accessible to persons with disabilities. Online registration will only include the questions necessary to attend the event. Affirmative opt-in is required for future communication to registrants/attendees.

14) Disclaimers

All Cosponsored Materials, print or electronic, must be approved in advance by SBA's Responsible Program Official listed in this Agreement and contain the following statement(s):

- a) Cosponsorship Authorization # 18-0202-74. SBA's participation in this Cosponsored Activity is not an endorsement of the views, opinions, products or services of any Cosponsor or other person or entity. All SBA programs and services are extended to the public on a nondiscriminatory basis.
- b) Reasonable arrangements for persons with disabilities will be made if requested at least two weeks in advance. Contact: Ellen Fillo, (845) 569-7386.
- c) This website is provided as a public service under Cosponsorship Authorization # 18-0202-74. It is not an official U.S. government website and may contain links to non-U.S. government information. Inclusion of such links does not constitute or imply an endorsement by SBA. SBA is not responsible for the content, accuracy, relevance, timeliness or completeness of linked information. Please use caution when considering a product, service or opinion offered by a linked website.

15) Responsible Program Official

The SBA Responsible Program Official for this Cosponsored Activity is John Mallano, Deputy District Director, New York District Office.

16) Points of Contact

The respective Points of Contact for this Cosponsored Activity will be Ellen J. Fillo, (845) 569-7386, efillo@cityofnewburgh-ny.gov for City Of Newburgh and Sylvia Rivera, (212) 264-0996, Sylvia.Rivera@sba.gov for SBA. These individuals will facilitate contact between the Cosponsors to plan, organize and execute the Activity contemplated in this Agreement.

17) Additional Cosponsors

The Cosponsors agree that other entities may join this Agreement as Additional Cosponsors to help plan, market and participate in the Activity. The Cosponsors agree that Additional Cosponsors may join this Agreement upon execution of a Joinder Agreement. The Cosponsors agree that SBA may execute all Joinder Agreements with additional Cosponsors on behalf of all Cosponsors.

18) Term, Amendment and Termination

This Agreement will take effect upon signature of all Cosponsors and will remain in effect through December 31, 2018. This Agreement can only be amended in writing. Any Cosponsor may terminate its participation in the activity upon 30 calendar days advance written notice to the other Cosponsors. Termination by one cosponsor will not affect continued participation by remaining cosponsors. Such termination will not require changes to materials already produced, and will not entitle the terminating cosponsor to a return of funds or property contributed.

19) Signature

Each of the persons signing this Agreement represents that he/she has the authority to enter into this Agreement on behalf of the entity involved. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SBA:



4-12-18

Patricia M. Gibson

Date

Associate Administrator, Communications and Public Liaison

City of Newburgh:

Michael G. Ciaravino
City Manager

Date

Attachment A – Draft Agenda & Topics

Small Business Basics Series Workshops

Mature Entrepreneur: Starting a Business at 50+
Alternative Lending for Startups
SBA's Programs and Services
Credit and Financial Literacy and Other Topics

April 2018
May 2018
June 2018
TBD

- 11:00 – 11:10 Registration and Welcome Remarks by City of Newburgh & SBA
- 11:10 – 12:30 Workshop: The Encore Entrepreneur
Starting a Business at 50+
Sylvia Rivera, SBA Economic Development Specialist
Or Guest Presenter
- 12:30 - 1:00 Questions and Answers

Chapter 14
ARTS PROGRAMS

GENERAL REFERENCES

City Council — See Ch. 20.

ARTICLE I
Arts and Cultural Commission
[Adopted 12-12-2005 by Ord. No. 10-2005]

§ 14-1. Creation; mission, goals and objectives.

There is hereby created an Arts and Cultural Commission for the City of Newburgh. Said Commission shall have the following mission, goals and objectives:

- A. Mission statement: to advise and make recommendations to the City government and its agencies on issues related to the development of art and culture and to insure public funding for the arts and arts education; to promote arts and culture as an integral part of community life; to foster a creative environment reflective of the multicultural nature of the City of Newburgh and to guarantee equal access to the arts; to enhance access to, appreciation of and participation in the arts for all persons, including youth in particular; to provide more educational opportunities for all persons to learn about the arts, and to increase the role played by the arts in education in all its forms.
- B. Goals:
- (1) To develop an environment that enables the arts and cultural groups to flourish, with adequate work, performance, exhibition space and economic opportunities to artists of all disciplines; to encourage artists to become more involved in community and public-based institutions and projects.
 - (2) To include the Arts Commission in all facets of the community, including the planning, design and development of cultural districts, economic development and planning, arts education and the creation of art programs, and the development and administration of public art commissions for social, civic and public projects.
 - (3) To vigorously, and on a continuing basis, market the arts for the City of Newburgh; to increase public awareness of the availability, excellence, diversity, accessibility and affordability of the arts in the City of Newburgh.
 - (4) To use new technologies to develop methods for the delivery of the arts more efficiently. This would include but not be limited to the presence of a City of Newburgh arts website linked directly to the official City of Newburgh arts and cultural website, including a database of artists, venues and events.
 - (5) To document information, data and studies demonstrating the capacity of the arts to attract business, create jobs, increase tourism, and in general enrich the quality of life in our community.

- (6) To create expanded educational opportunities to all persons, and to young persons in particular, to offer learning about the arts, and to expand the use of the arts and artists in providing education to all persons.
- (7) To inspire youth to become aware of and involved with the arts and the role of art in their lives and in the life of the City of Newburgh; and to provide youth with opportunities to learn about and participate in the arts and arts-related projects, thereby enriching their own experience and enhancing their ability to contribute to the enrichment of their community.

C. Objectives:

- (1) Develop a marketing campaign that encourages greater participation in Newburgh's arts and cultural activities in the City of Newburgh by collectively and continually marketing Newburgh's artists, arts organizations, galleries and art venues.
- (2) Develop a brand and vehicle for presenting the arts as an attractive and desirable activity and demonstrating Newburgh's arts community as unique.
- (3) Work with the City to establish a position in the City government to assist the Commission in advancing the mission, goals and objectives of the Arts and Cultural Commission.
- (4) Educate the community about the importance of arts and culture and link it directly to the quality of life in Newburgh socially, economically and aesthetically.
- (5) Develop and recommend funding mechanisms, such as, for example, a percent-for-art program, which would provide within the jurisdiction of the City of Newburgh for the creation and installation of works of public art.
- (6) Using a prominent City-owned building, establish the Newburgh Center for the Arts, a facility that would offer classes, workshops, lectures, exhibits and performances.
- (7) Connect the arts and culture to the success of economic development.
- (8) Connect the arts and culture to the existing educational opportunities available.
- (9) Strengthen and expand dialogues among artists and art organizations; develop and forge collaboration among artists, arts groups, businesses, and the corporate and philanthropic community.
- (10) Support and strengthen participatory arts and cultural programs for people of all ages.

§ 14-2. Membership.

- A. The Commission shall be composed of volunteers who by their background, qualifications and life's activities shall have demonstrated a sincere commitment to arts and culture and to the City of Newburgh. The Commission shall consist of no more than 15 and no fewer than nine members. The City Council shall make appointments to the Commission. At all times a majority equivalent to 2/3 of the members shall be residents of the City of Newburgh. Commission members who are not City of Newburgh residents shall have a demonstrated investment in the City of Newburgh.
- B. Members shall serve terms of three years, dating from the date of their appointment, with the exception that the first group of Commissioners shall be divided into three groups with terms of one, two, and three years respectively. Vacancies occurring other than by expiration of a term shall be filled by the City Council for the balance of the unexpired term. A member whose term has expired may hold over until replaced by the City Council.
- C. All members shall serve without compensation and shall not be deemed to be officers, officials or employees of the City of Newburgh.
- D. The Commission shall elect a Chairperson from among its members, and may elect such other officers of the Commission as the Commission may deem necessary and appropriate to its function and purpose. The Commission may adopt its own bylaws, rules and procedures to organize and assist in its function.
- E. In addition to the foregoing, the City Council may appoint up to five additional advisory members to the Commission. Such advisory members shall not have voting rights for the conduct of the business of the Commission. They shall be selected on the basis of their experience and background and may, but need not be, residents of the City of Newburgh.

§ 14-3. Recommendations.

The Commission shall make such recommendations to the City Council and the City Manager as to the policies and programs as shall be in harmony with the mission, goals and objectives of the Commission and as the Commission and the City Council shall agree are in the best interests of the City of Newburgh, and shall promote arts and culture in the City of Newburgh and generally, according to the mission and goals of the Commission.

§ 14-4. Meetings; staff.

- A. The Commission shall hold regular meetings which shall be open to the public. The Commission shall give the City Manager advance notice of its meetings sufficient to allow notice of such meetings to be publicized.

Such meetings may be held on City property at such places as the City Manager may designate or allow.

- B. The City Manager may also provide secretarial staff and other support to the Commission as the City Manager may deem appropriate and necessary.

§ 14-5. Reports.

The Commission shall present verbal and written reports to the City Council and City Manager from time to time as the Commission may deem appropriate and necessary, and as the City Manager may request. A written report on the Commission's functions, operations, projects and status shall be provided to the City Manager on or before May 1 of each calendar year, covering the immediately preceding twelve-month period.

ARTICLE II
One Percent for Public Art Program
[Adopted 11-26-2007 by Ord. No. 14-2007]

§ 14-6. Definitions.

As used in this article, the following terms shall have the meanings indicated:

CAPITAL COST OF THE PROJECT — Includes architectural and engineering fees, site work and contingency allowances for a project, but shall exclude land or building acquisitions, taxes, legal fees, insurance costs, costs of compliance with regulatory requirements, and other costs unrelated to actual construction, and shall also exclude the cost of subsequent changes to the project unless such subsequent changes exceed 25% of the initial budgeted cost of the project, or if such changes are physically implemented less than five years after the date of final approval of the original site plan by the City Planning Board. If applicable law, or the conditions of funding, as the case may be, prohibits the use of particular funds for the arts, then such funds shall be excluded from the cost of the capital project.

CAPITAL PROJECT —

- A. Shall include any project undertaken within the City of Newburgh, undertaken directly by the City, or on property partly or wholly owned by the City of Newburgh, or by a private developer on land, part or all of which was directly conveyed, leased or licensed by the City to such developer with no intervening conveyances or other extant third-party ownership rights or interests, which land is as an integral part of such project, and which is:
 - (1) New construction of a building of no less than 10,000 square feet of usable space or of additional space added to a building of no less than 10,000 square feet of additional usable space; or
 - (2) Any reconstruction or renovation of a building or part of a building equal to or exceeding \$250,000 in capital cost.
- B. Capital project shall not include a project which is:
 - (1) Solely for replacement in kind or rehabilitation of existing facilities or equipment; or
 - (2) Private residential dwellings not exceeding four units.

CITY — The City of Newburgh, unless otherwise stated.

COMMISSION — The Newburgh Arts and Cultural Commission, unless otherwise indicated.

PUBLIC ART — Any work of art integrated into the design of, or placed or performed in, on or about, the site of a capital project in a place generally accessible or visible to the general public.

WORK OF ART — Any application of skill and taste to the production of tangible objects according to aesthetic principles, including but not limited to paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, drawings and ceramics, but excluding purely structural or supportive elements or those required by applicable law, code, rule or regulation.

§ 14-7. Appropriations for public art.

- A. Capital projects, whether funded by capital funds or grant funds, shall include the appropriation and expenditure by the owner, developer, and/or sponsor or a person or entity acting on their behalf with reference to the subject capital project, of such funds equal to 1% of the capital cost of the project as defined herein, said funds to be paid to the Public Art Account as provided in § 14-8 below or otherwise credited as defined herein, except where unlawful in connection with a bond resolution or other law or contractual requirement; provided, however, that, where applicable, such amount shall be reduced to the extent that state or federal government funds or other grant award is not authorized to be used for such purpose. The funds to be appropriated for public art for a particular capital project as described above shall be referred to as the "capital project art appropriation."
- B. The appropriation of 1% of the capital cost of the project as defined in this article shall apply to the first \$100,000,000 of said capital cost only, and the appropriation required hereunder shall be limited to \$1,000,000 only, for each project.

§ 14-8. Public Art Account.

The Comptroller shall establish a non-general fund account to be designated the "Public Art Account," into which shall be deposited the capital project art appropriation for each capital project, as well as such other funds as the City Council may from time to time appropriate for expenditures related to public art, and any gifts or grants received by the City for purposes of public art as may be allowed by the terms of such grant, gift or award. Funds in the Public Art Account shall be appropriated and/or disbursed by the City Council upon the approval of same by the City Manager with the advice and recommendation of the Commission, in accordance with the public art annual plan, or such other plan or design as may be specifically approved in connection with the subject project, and as required by applicable law.

§ 14-9. Approval procedure.

- A. Prior to or at the same time as seeking municipal approvals for architectural and building plans for an intended capital project, the project manager for such capital project shall send a written notice to the City Manager, to the Corporation Counsel, to the Director(s) of Economic and Community Development and to the Arts Commission setting forth the following information:

- (1) The name and address of the owner of the property which is the site of the intended capital project.
 - (2) The specific location and description of the project site.
 - (3) A description of the intended capital project.
 - (4) The cost of the capital project as defined in § 14-6, including an accurate summary or a copy of the budget of the capital project;
 - (5) The calculation of the amount of the capital project art appropriation for the intended capital project.
- B. Within 30 days after receipt of such notice, the City Manager, a representative of the Commission and the project manager for such capital project (or his designee) shall consult for the purpose of determining how public art shall be incorporated into the intended capital project. At the request of the Commission, the project manager shall include a consulting artist, mutually agreeable to the project manager, the City Manager and the Commission, in the architectural team for the intended capital project. The reasonable cost to the owner, sponsor or project manager of engaging such consulting artist may be deducted from the project art appropriation for the capital project.

§ 14-10. Allocation of funds.

Of the capital project art appropriation paid into the Public Art Account with respect to a particular capital project, 70% of such project art appropriation shall be expended for or on public art integrated into the design of, or placed or performed in, on or about, the site of such capital project. The 70% of such capital project art appropriation may be expended on any goods or services directly related to the creation and installation of public art and any appurtenances thereto (including, by way of example and not limitation, lighting, sound or exhibition systems, signage, conservation and security devices, and premiere or unveiling events and publicity), including, without limitation, artists' services, acquisition, creation, fabrication, installation, performance, insurance, maintenance, conservation, repair and professional services. Upon and with the advice of the Commission and with the approval of the City Council, the remaining 30% of the capital project art appropriation shall remain in the Public Art Account for use by the City at any time for purposes consistent with its public arts policy and laws. In appropriate cases, the City, with the advice of the Commission, may certify in writing that with respect to a particular capital project, public art is inappropriate or impracticable. Any such certification shall be made for good cause only and shall specify the basis upon which such determination has been made. In such cases, the City Council shall take such certification into account, and the City Council may then require that the entire capital project art appropriation for such capital project shall be paid into the Public Art Account as provided herein and may be used by the City at any time for purposes consistent with its policies and laws.

§ 14-11. Public art annual plan.

Within 30 days after approval of the City's annual budget by the City Council, the Comptroller shall submit to the Commission the authorized annual budget for capital projects, specifying the total appropriations dedicated to and available in the public art Account for the current fiscal year. The Commission shall, within 90 days after such submission by the Comptroller, develop a plan for public art for the current fiscal year designated the "public art annual plan," subject to the approval of the City Council. The annual plan shall reflect the policies established by the City Council, its laws and policies, and shall take into consideration the recommendations of the Commission.

§ 14-12. Ownership of public art.

All public art acquired by the City of Newburgh pursuant to this article, including the worldwide copyrights therein, unless otherwise provided by law or contract, shall be owned by and vested in the name of the City of Newburgh, and title therein shall be and remain vested in the City of Newburgh. Notwithstanding the foregoing, in appropriate cases the Commission may recommend in writing its recommendation to the City Council that with respect to a particular proposed work of public art, it would be in the interest of the City to permit the artist or a person or entity owning same to retain the worldwide copyrights therein. Any such recommendation shall be made for good cause only and shall specify the basis upon which such determination has been made. In such cases, the City Council may, in lieu of taking ownership and title thereof, request that it be granted a license under copyright from the artist and/or owner thereof for the duration of such copyright to reproduce and distribute the proposed work of public art for noncommercial purposes, including advertising and promotional purposes of the City of Newburgh and the Commission; or upon such other terms and conditions as may be required by law or as to which the parties may agree pertaining to the retention, display, use, advertisement of, or reproduction of images or likenesses or descriptions of such art.

§ 14-13. Implementation guidelines.

- A. Specifications, procedures, standard forms and guidelines for the implementation of this article may hereafter be developed and adopted by the City, taking into consideration the advice and recommendations of the Commission and subject to the approval of the City Council and/or City Manager, as the case may be, as required by applicable law.
- B. It shall be a requirement of this article that any site plan approvals granted by the City Planning Board and that the issuance of a building permit by the City official and agency with jurisdiction thereover be conditioned on the prior approval of the Commission of the aesthetic and artistic components of the final certified architectural plans for

any project subject to the provisions of this article, unless otherwise provided herein.