



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

June 10, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on May 28, 2019 and the City Council Special Meeting on June 6, 2019
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 138 - 2019 - Schedule a Public Hearing for the Community Development Block Grant Five Year Consolidated Plan
Resolution scheduling a public hearing for July 8, 2019 to hear public comment regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five year consolidated plan and Fiscal Year 2020 Annual Action Plan.

Una resolución programando una audiencia public para el 8 de julio de 2019 para recibir comentarios públicos sobre viviendas y las necesidades de desarrollo comunitario de la Ciudad de Newburgh y para recibir comentarios públicos sobre las acciones propuestas de la Ciudad de Newburgh sobre la Subvención del Programa de Desarrollo de los Bloques

Comunitarios para el Plan Consolidado de Cinco años 2020-2024 y el Plan de Acción Anual del Año Fiscal 2020.

7. Resolution No. 139 - 2019 - Basis of Design Report Brown's Pond Generator

Resolution authorizing the City Manager to accept a proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to prepare a basis of design report for a permanent generator installation at the Brown's Pond Pump Station at a cost not to exceed \$7,500.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo de servicios profesionales de ingeniería con Arcadis de Nueva York, Inc. Para preparar una base del reporte de diseño para la instalación de un generador en la estación de bombeo del Charco de Brown a un costo que no exceda \$7,500.00. (Jason Morris)

8. Resolution No. 140 - 2019 - Sewer Fund Contingency Transfer -- emergency sewer main repair at Broad Street and Grand Street

Resolution amending Resolution No: 364-2018, The 2019 Budget for the City of Newburgh, New York to transfer \$77,372.56 from Sewer Fund Contingency Emergency to Sewer Fund – Other Services to fund a sewer main repair at Broad Street and Grand Street. (Todd Venning)

Una resolución enmendando Resolución Núm. 364-2018, el Presupuesto del 2019 de la Ciudad de Newburgh, Nueva York para transferir \$77,372.56 de los fondos de Contingencia de Emergencia del Alcantarillado a los Fondos del Alcantarillado – Otros Servicios para financiar una reparación de alcantarillado principal en la Calle Broad y la Calle Grand. (Todd Venning)

9. Resolution No. 141 - 2019 - 17 Johnston Street - Site Development Agreement

A resolution authorizing the city Manager to execute a site development agreement with the Newburgh Ministry for the transfer and redevelopment of property located at 17 Johnston Street (Michelle Kelson & Ali Church)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de desarrollo de sitio con "The Newburgh Ministry" para la transferencia y reurbanización de la propiedad ubicada en la 17 de la Calle Johnston (Sección 30, Bloque 1, Lote 21) (Michelle Kelson y Ali Church)

10. Resolution No. 142 - 2019 - Purchase of 33 Shipp Street

Resolution to authorize the conveyance of real property known as 33 Shipp Street (Section 14, Block 1, Lot 11) at private sale to Ronald and Jacqueline DiPietro for the amount of \$80,000.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 33 de la Calle Shipp (Sección 14, Bloque 1, Lote 11) en una venta privada a Ronald y Jacqueline DiPietro por la cantidad de \$80,000.00. (Ali Church)

11. Resolution No. 143 - 2019 - 155 Lander Street - Release of Covenants
Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Robert Urie and Erika Urie to the premises known as 155 Lander Street (Section 18, Block 4, Lot 45) (Michelle Kelson)

Una resolución autorizando la ejecución de la Liberación de Clausulas Restrictivas y Derecho de Reingreso de una escritura a Robert Urie y Erika Urie para las instalaciones conocidas como la 155 de la Calle Lander (Sección 18, Bloque 4, Lote 45) (Michelle Kelson)

12. Resolution No. 144 - 2019 - Award of Bid No.18.19 to Upstate Concrete & Masonry Contracting, Inc. for sidewalks associated with the Newburgh Skatepark

Resolution authorizing the award of a bid and the execution of a contract with Upstate Concrete & Masonry Contracting Co., Inc. in the amount of \$9,995.00 for sidewalk construction at the Skateboard Park in the Delano-Hitch Recreation Park. (Ali Church)

Una resolución autorizando la otorgación de una licitación y la ejecución de un contrato con "Upstate Concrete & Masonry Contracting Co., Inc." Por el monto de \$9,995.00. para construcción de aceras en el Parque de Patinaje en el Parque de Recreación Delano-Hitch. (Ali Church)

13. Resolution No. 145 - 2019 - Ferry Parking Lot Lease Agreement

Resolution authorizing the City Manager to execute an Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo de Arrendamiento con "Riverside Newburgh Realty, LLC" para la continuación del arrendamiento de bienes raíces vacantes conocidas como la Sección 31, Bloque 5, Lotes 13.2 y 14 con el propósito de proporcionar estacionamiento para los viajeros del Transbordador de Newburgh-Beacon. (Michelle Kelson)

14. Resolution No. 146 - 2019 - Fifth MOU with Metro-North Railroad

Resolution authorizing the City Manager to execute a Fifth Memorandum of Understanding with Metro-North Commuter Railroad to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry service. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un quinto memorándum de entendimiento con "Metro-North Commuter Railroad" para proporcionar reembolso de los pagos del arrendamiento del lote de estacionamiento relacionados con el servicio del Transbordador Newburgh-Beacon. (Michelle Kelson)

15. Resolution No. 147 - 2019 - Apply for and Accept if Awarded a Downtown Revitalization Grant
Resolution authorizing the City Manager to apply for and accept if awarded a Downtown Revitalization Initiative Grant in an amount not to exceed \$10,000,000.00 (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención de Iniciativa de Revitalización del Centro de la Ciudad por una cantidad que no exceda \$10,000,000.00. (Michelle Kelson)

16. Resolution No. 148 - 2019 - 2019 Port Security Program
Resolution authorizing the City Manager to apply for and accept if awarded a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed \$25,000.00 with no City match required. (Michelle Kelson)

Una resolución autorizando al Gerente de la Ciudad para solicitar y aceptar si es otorgada una Subvención del Departamento de Seguridad Nacional 2019 Seguridad del Puerto por una cantidad que no exceda \$25,000.00 el cual no requiere que la Ciudad iguale los fondos. (Michelle Kelson)

17. Resolution No. 149 - 2019 - Agreement to provide workforce employment opportunities for City youth in DPW and Water Dept.

A resolution authorizing an agreement with Best Resource Center, Inc. to provide workforce development employment opportunities for City youth in the Department of Public Works and Water Department from July 1, 2019 to June 30, 2020. (Michelle Kelson)

Una resolución autorizando un acuerdo con "Best Resource Center, Inc." Para proporcionar oportunidades de empleo para el desarrollo laboral para la juventud de la Ciudad en el Departamento de Obras Publicas y el Departamento de Acueductos desde el 1 de julio de 2019 hasta el 30 de junio de 2020. (Michelle Kelson)

18. Resolution No. 150 - 2019 - Accept Securitas Award
Resolution authorizing the City Manager to enter into a renewal agreement with Securitas Security Services USA, Inc. to provide security services for City Hall and 123 Grand Street. (Chief Doug Solomon)

Una resolución autorizando al Gerente de la Ciudad a entrar en una renovación de acuerdo con "Securitas Security Services USA, Inc. Para proporcionar servicios de seguridad para City Hall y la 123 de la Calle Grand. (Jefe Douglas Solomon)

19. Resolution No. 151-2019 - Fire Department Surplus Equipment
Resolution declaring an Onan Stand-by Generator and Double Throw Safety Switch to be surplus equipment

Una resolución declarando un Generador de Reserva Onan y un Interruptor de Seguridad via doble como equipo exedente.

20. Resolution No. 152 - 2019 - CFA 2019 - PS6 Center for Film & Television

Resolution by the City Council of the City of Newburgh, New York approving and endorsing P.S.6 Liberty Street, LLC in its 2019 Consolidated Funding Application to New York State Homes and Community Renewal under the New York Main Street Grant Program. (Michelle Kelson)

Una resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York aprobando y respaldando "P.S.6 Liberty Street, LLC" en su Solicitud de Financiamiento Consolidado del Estado de Nueva York de Hogares y Renovación Comunitaria bajo el Programa de Subvención de Calles Principales de Nueva York. (Michelle Kelson)

21. Resolution No. 153 - 2019 - CFA 2019 - Safe Harbors of the Hudson's Ritz Theater restoration

Resolution of the City Council of the City of Newburgh, New York supporting the 2019 Consolidated Funding Application of Safe Harbors of the Hudson, Inc. to New York State Homes and Community Renewal, The Office of Community Renewal for a New York Main Street Technical Assistance Grant for the continuing restoration of Safe Harbor's Ritz Theater. (Michelle Kelson)

Una resolución del Ayuntamiento de la Ciudad de Newburgh, Nueva York apoyando la Solicitud de Financiamiento Consolidada 2019 de "Safe Harbors of the Hudson, Inc." A Viviendas y Renovación Comunitaria del Estado de Nueva York, la Oficina de Renovación Comunitaria para una Subvención de Asistencia Técnica de Calles Principales de Nueva York para continuar con la restauración del Teatro Ritz en Safe Harbors. (Michelle Kelson)

22. Resolution No. 154 - 2019 Authorizing the Repurchase Process of IN REM Properties Bearing Orange County Index No. 2016-8636

A resolution authorizing the repurchase process of IN REM properties acquired through Real Property Tax foreclosure in Orange County Supreme Court bearing Orange County Index No. 2016-8636 pursuant to Chapter 93 of the Code of Ordinances of the City of Newburgh.

Una resolución autorizando el proceso de compra nuevamente de propiedades "IN REM" adquiridas mediante juicio hipotecario de impuestos de bienes raíces en la Corte Suprema del Condado de Orange el cual conlleva el Numero de Índice 2016-8636 conforme al Capítulo 93 del Código de Ordenanzas de la Ciudad de Newburgh.

23. Resolution No. 155 - 2019 Approving consent judgment bearing Orange County Index No. EF007470-2018

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the Tax Certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF007470-2018 involving Section 7, Block 2, Lot 28 (Angela DiBrizzi)

Una resolución aprobando la sentencia de consentimiento y autorizando al

Gerente de la Ciudad a firmar dicha sentencia de consentimiento en conexión con el procedimiento de "Tax Certiorari" en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual conlleva el Numero de Índice EF007470-2018 el cual involucra Sección 7, Bloque 2, Lote 28 (Angela DiBrizzi)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 138 - 2019

OF

JUNE 10, 2019

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 8, 2019 TO HEAR PUBLIC COMMENT REGARDING THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS OF THE CITY OF NEWBURGH AND TO HEAR PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2020-2024 FIVE YEAR CONSOLIDATED PLAN AND FISCAL YEAR 2020 ANNUAL ACTION PLAN

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and the FY 2020 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of July, 2019, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

The seal of the City of Newburgh is a circular emblem. The outer ring contains the text "SEAL OF THE CITY OF NEWBURGH" at the top and "INCORPORATED 1784" at the bottom. The inner circle features a central illustration of a building, likely a government or historical structure, with the text "WASHINGTON'S HEADQUARTERS" above it and "NEWBURGH" below it.

**Community Development
Block Grant (“CDBG”)
5-Year Consolidated Plan
(including FY2020 Annual Action Plan)**

Department of Planning &
Development
April, 2019



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

- “Visioning Plan” Community Meetings
- “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Community Outreach Meetings

“What’s missing from the current vision is ‘how’ to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing” – Comment from the 2018 City of Newburgh Vision Plan Public Workshop #1



City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing
- CDBG Administration

*The “How” to do these things:
The FY2020 -2024 Consolidated
Plan will provide the City of
Newburgh with five years of
funding to implement priority
needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

- Park Improvements
- National Night Out
- Summer Children's Film Festival



City of Newburgh FY2020-2024 Consolidated Plan Goals:

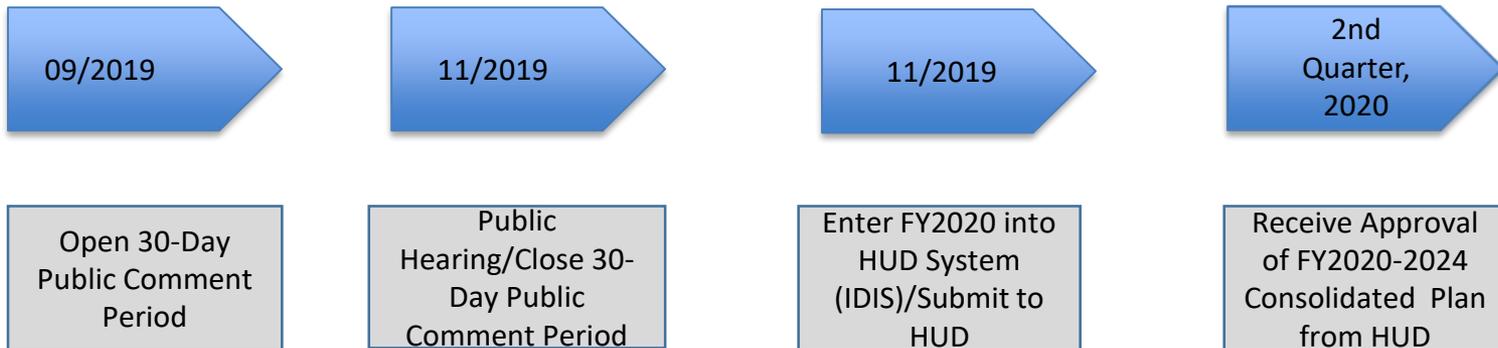
Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance



City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline



City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



FY2020 Proposed CDBG Projects/Funding

	Project Name	Description (Examples of Activities)	Project Funding	% Project Inc (if allocation greater than proposed)
Projects Funded through Entitlement Grant				
	In Rem Property Project	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$220,000.00	24%
	Infrastructure Improvements	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00	26%
	Park Improvements	Park Improvements	\$200,000.00	24%
	Community Policing/Neighborhood Services	2020 National Night Out, 2020 Children's Summer Film Festival	\$20,000.00	2%
	Homeowner Assistance Program	Homeowner Assistance Program	\$50,000.00	7%
	Administration	Program Administration, Staff Salary and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	17%
		Estimated Total FY2020 Allocation	\$845,000.00	100%



Project: In Rem Property Program
Budget: \$220,000.00

Summary

Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements



Project: Park Improvements
Budget: \$200,000.00

Summary

Examples of projects include:

- Improvements to South St. Park, Newburgh Landing, The People's Park, Xavier Lunan Park



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects include:

- 2020 National Night Out
- 2020 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$50,000.00

Summary

Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.



Project: Administration

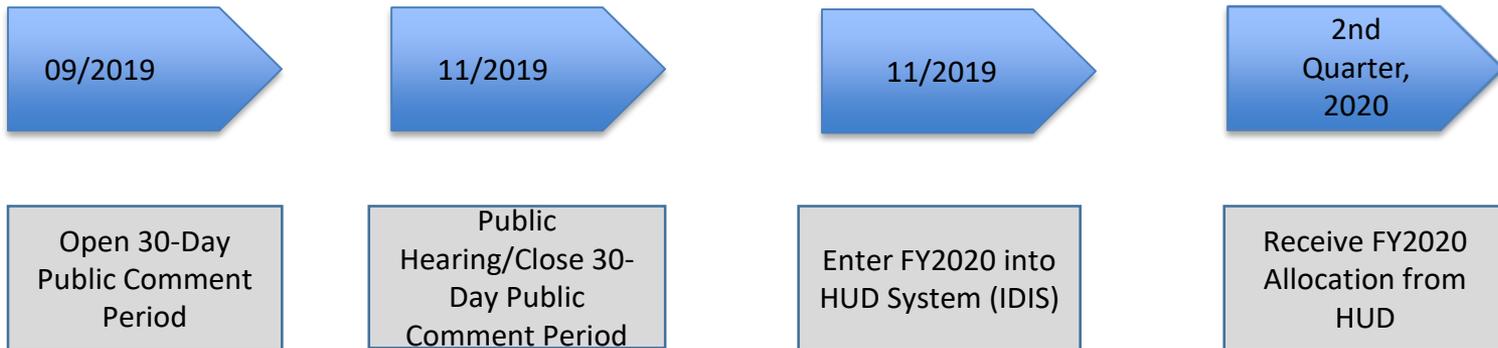
Project Funding: \$130,000.00

Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

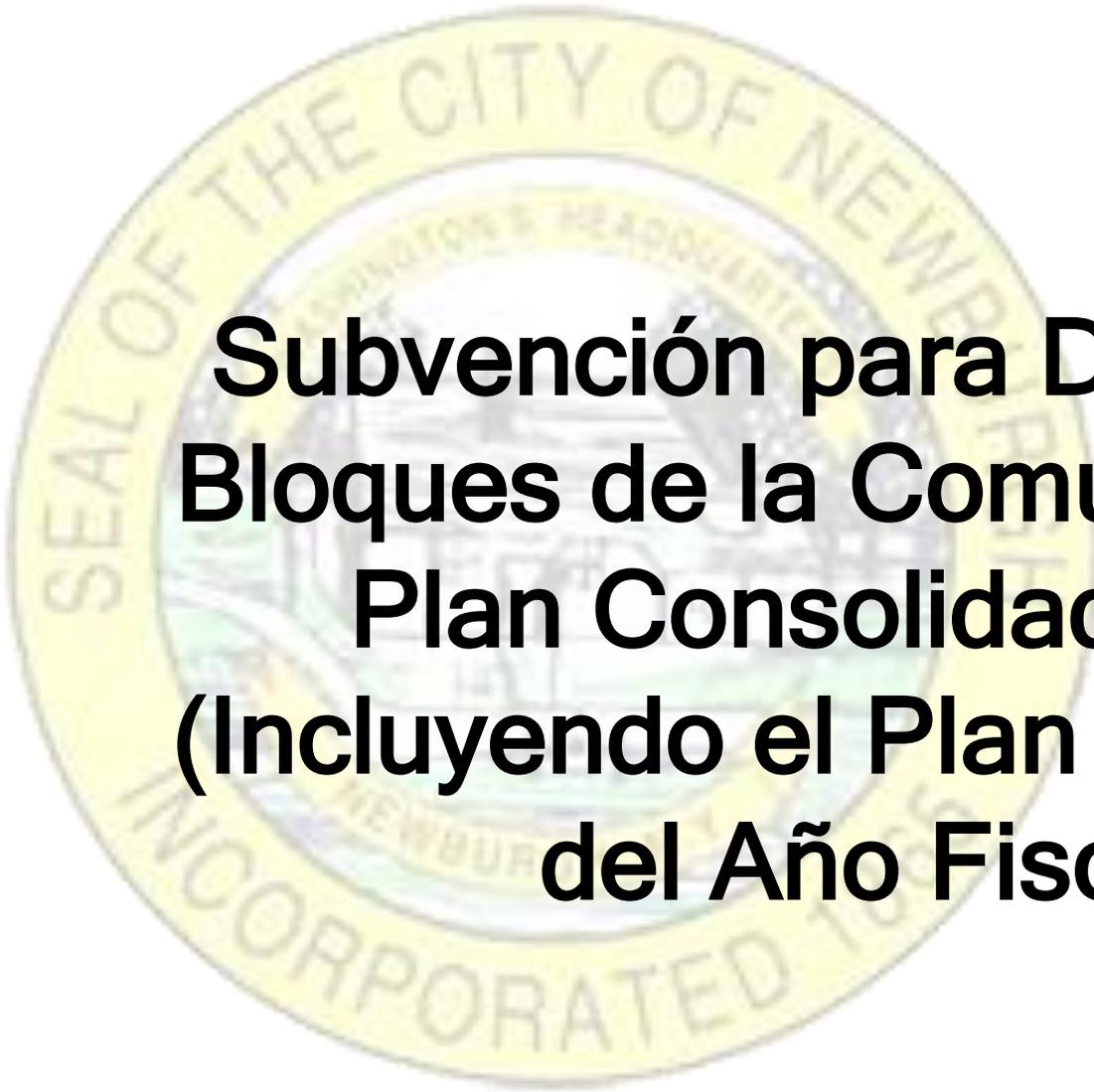


FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



The seal of the City of Newburyport is visible in the background, featuring a circular design with the text "SEAL OF THE CITY OF NEWBURYPORT" and "INCORPORATED 1845".

**Subvención para Desarrollo de los
Bloques de la Comunidad (“CDBG”)
Plan Consolidado de 5-Años
(Incluyendo el Plan de Acción Anual
del Año Fiscal 2020)**

Departamento de
Planificación y Desarrollo
Abril, 2019



EQUAL HOUSING
OPPORTUNITY

“CDBG”

Ilustración Inicial



- Subvención para Desarrollo de los Bloques de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD)
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula
- La ciudad de Newburgh está obligada a preparar y presentar un **Plan Consolidado** que establece metas para el uso de los fondos CDBG. El nuevo Plan Consolidado de la Ciudad de Newburgh: **AÑO FISCAL 2020-2024**
- Los proyectos DEBEN ser consistente con las prioridades nacionales de CDBG:
 - Actividades que benefician a personas de ingresos bajos y moderados;
 - La prevención o eliminación de suburbios o deterioro; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o la seguridad.



Objetivos del Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un clima que valora la diversidad, recompensa la independencia, alimenta la creatividad y nos una a todos.

Una edificación comunitaria exitosa requiere el restablecimiento de la confianza, el cual toma tiempo, paciencia, participación y comunicación.



CDBG de la Ciudad de Newburgh Año Fiscal 2020-2024 Plan Consolidado - Metas

Las Metas del Plan Consolidado son identificadas por medio de las Necesidades Prioritarias en la Ciudad de Newburgh.



CDBG de la Ciudad de Newburgh Año Fiscal 2020-2024 Plan Consolidado - Metas

Necesidades prioritarias identificadas por medio de (ejemplos):

- “Plan de Visión” Reuniones de la Comunidad
- “Plan de Visión” Encuesta de la Comunidad
- Comentarios de la Comunidad sobre los Planes de Acción Anuales anteriores de CDBG
- Reuniones de Alcance a la Comunidad

“Lo que falta en la visión actual es ‘como’ hacer estas cosas. No hay escasez de planes para Newburgh. La cuestión es la aplicación y la financiación” – Comentario del Taller Publico #1 del Plan de Visión 2018 de la Ciudad de Newburgh



Año Fiscal 2020-2024 Ciudad de Newburgh Resumen de Metas del Plan Consolidado:

- Mejoras de Infraestructura
- Desarrollo Económico
- Calidad de Vida
- Vivienda
- Administración de CDBG

*El “Como” hacer estas cosas:
El Plan Consolidado del Año
Fiscal 2020 -2024 proporcionara
a la Ciudad de Newburgh con
cinco años de financiamiento
para implementar proyectos de
necesidades prioritarias.*



Año Fiscal 2020-2024 Ciudad de Newburgh Metas del Plan Consolidado:

Meta: Mejoras de Infraestructura

Ejemplos de Proyecto:

- “Calles Completas” Actualizaciones de acceso seguro (ej. Bicicletas, Peatones, Conductor)
- Protección de Agua Potable
- Actualizaciones de Alcantarillado

Año Fiscal 2020-2024 Ciudad de Newburgh

Metas del Plan Consolidado:

Meta: Desarrollo Económico

Ejemplos de Proyecto:

- Letreros de Negocio/Programa de Fachada
- Asistencia para el Desarrollo Laboral

Año Fiscal 2020-2024 Ciudad de Newburgh Metas del Plan Consolidado:

Meta: Mejoras de Calidad de Vida

Ejemplos de Proyecto:

- Mejoras de Parques
- Noche Nacional Afuera
- Festival de Cine Infantil de Verano



Año Fiscal 2020-2024 Ciudad de Newburgh Metas del Plan Consolidado:

Meta: Vivienda

Ejemplos de Proyecto:

- Programa de Propiedades En REM
- Asistencia a Propietarios de Viviendas



Año Fiscal 2020-2024 Ciudad de Newburgh

Cronología del Plan Consolidado



AF 2020-2024 Cronología del Plan Consolidado



Año Fiscal 2020 Ciudad de Newburgh Plan de Acción Anual (AAP):

El plan consolidado se lleva a cabo a través de planes de acción anuales, que proporcionan un resumen conciso de las acciones, actividades y los recursos específicos federales y no federales que se utilizarán cada año para abordar las necesidades prioritarias y las metas específicas identificadas por el Plan Consolidado.



AF2020 Proyectos/Financiamiento Propuesto de CDBG

	Nombre del Proyecto	Descripción (Ejemplos de Actividades)	Financiamiento de Proyecto	% Proyecto Inc (Si la asignación es mayor que la propuesta)
Proyectos Financiados a través de Subvención de Derecho				
	Proyecto de Propiedades En REM	Sueldos para 3 empleados a tiempo completo, provisiones para propiedades En rem, Capacitación En Rem	\$220,000.00	24%
	Mejoras de Infraestructura	Aceras, Mejoras de Fachadas de Negocios, Infraestructura	\$225,000.00	26%
	Mejoras de Parques	Mejoras de Parques	\$200,000.00	24%
	Servicios de Vigilia Comunitaria/Vecindario	Noche Nacional Afuera 2020, Festival de Cine Infantil de Verano 2020	\$20,000.00	2%
	Programa de Asistencia a Propietario de Vivienda	Programa de Asistencia a Propietario de Vivienda	\$50,000.00	7%
	Administración	Administración del Programa, salario y beneficios del personal, costos de operación del programa (incluyendo correspondencia), capacitación/conferencia	\$130,000.00	17%
		Estimado Total de la Asignación del AF2020	\$845,000.00	100%

Proyecto: Programa de Propiedades In Rem
Presupuesto: \$220,000.00

Resumen

Financiamiento continuo para el programa En Rem, incluyendo los sueldos para 3 empleados a tiempo completo (2 empleados de Obras Publicas y el Especialista de Desarrollo Económico), suministros para el programa de propiedades En REM, tales como pintura, madera contrachapada, entrenamiento En REM.



Programas Destacados de Propiedades En REM

- Atendido por 2 empleados a tiempo completo del Departamento de Obras Publicas y 1 empleado del Departamento de Planificación y Desarrollo dedicado al programa En REM.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, a los vecindarios con Buena apariencia, mantiene/aumenta los valores de propiedad.



Proyecto: Mejoras de Infraestructura
Presupuesto: \$225,000.00

Resumen

Ejemplos de proyectos incluyen:

- “Calles Completas” Actualizaciones de Acceso Seguro
- Mejoras de Aceras



Proyecto: Mejoras de Parques
Presupuesto: \$200,000.00

Resumen

Ejemplos de proyectos incluyen:

- Mejoras al Parque de la Calle South, Newburgh Landing, el Parque del Pueblo, el Parque Xavier Lunan



Proyecto: Vigilancia Comunitaria/Servicios de Vecindad
Presupuesto: \$20,000.00

Resumen

Ejemplos de proyectos incluyen:

- Noche Nacional Afuera 2020
- Festival de Cine de Verano para Niños 2020



Proyecto: Asistencia de Recursos para Propietarios de Viviendas
Presupuesto: \$50,000.00

Resumen

Financiamiento para apoyar un programa de asistencia de recursos para propietarios de viviendas de bajos ingresos. Incluye reparaciones, así como otras ayudas como asesoría financiera/ asesoría de presupuesto.



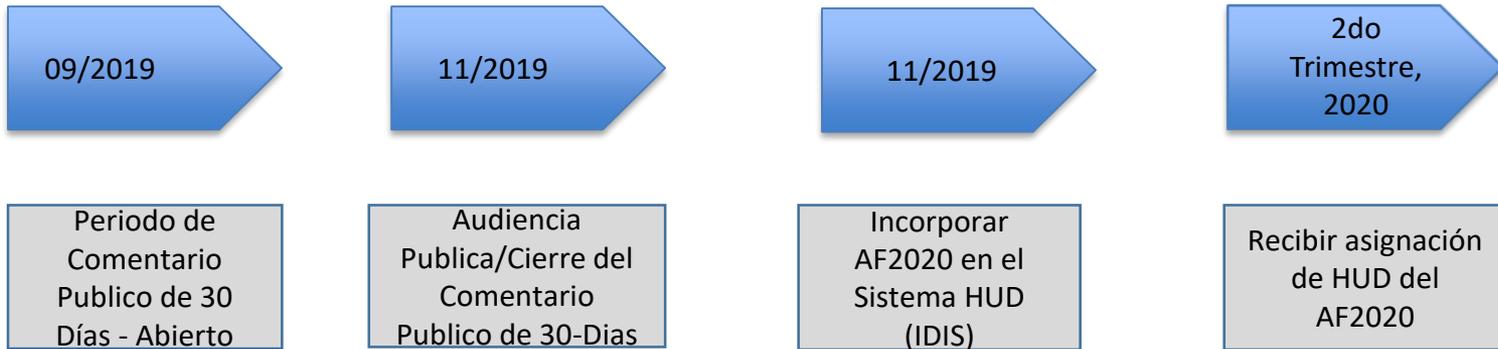
Proyecto: Administración
Presupuesto: \$130,000.00

Resumen

Financiamiento que incluye salarios y beneficios para el Director de Desarrollo Comunitario, envíos comerciales, suministros y Administración del Programa/Capacitación/Conferencia.



AF2020 CDBG AAP CRONOLOGIA



AF 2020 Desarrollo de los Bloques de la Comunidad (CDBG) CRONOLOGIA DE PROYECTOS



RESOLUTION NO.: 139 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH ARCADIS OF NEW YORK, INC. TO PREPARE A BASIS OF DESIGN REPORT
FOR A PERMANENT GENERATOR INSTALLATION
AT THE BROWN'S POND PUMP STATION
AT A COST NOT TO EXCEED \$7,500.00**

WHEREAS, the City of Newburgh owns and operates the Brown's Pond Pump Station that transfers raw water to the City's Water Filtration Plant for treatment, which houses two 250 horsepower pumps and is currently served by a portable generator that can provide service in case of primary power failure; and

WHEREAS, the City is proposing to replace the portable generator with a permanent standby generator, installed at the pump station site and has requested an evaluation of such proposal from Arcadis of New York Inc.; and

WHEREAS, Arcadis of New York, Inc. has submitted a proposal for professional engineering services for a basis of design report for a permanent generator installation at the Brown's Pond Pump Station which will include assistance with identifying and applying for grant funding to construct the project; and

WHEREAS, the cost for such professional engineering services will not exceed \$7,500.00 and funding shall be derived from F.8389.0448.5022; 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 and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. for a basis of design report for a permanent generator installation at the Brown's Pond Pump Station at a cost not to exceed \$7,500.00.

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:

Proposal for Engineering Services

Water

Dear Mr. Vradenburgh:

Arcadis of New York, Inc. (Arcadis) appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to create a basis of design report for a permanent generator installation at the Browns Pond Pump Station.

Date:

May 17, 2019

Contact:

Robert Ostapczuk

Phone:

518.250.7300

Email:

robert.ostapczuk
@arcadis.com

Our ref:

60004881.0000

Project Understanding

The City owns and operates the Browns Pond Pump Station that transfers raw water to the City's Water Filtration Plant for treatment. This pump station houses two 250 hp pumps. It is currently served by a portable generator that can provide service in case of primary power failure. The City has requested an evaluation by Arcadis to replace the portable unit with a permanent standby generator, installed at the pump station site.

Our scope of services is presented below:

SCOPE OF SERVICES

Task 1 Kick Off Meeting

Arcadis will conduct a kick off conference call meeting to confirm the project goals, scope of services, schedule, deliverables, and review data provided by the City. Prior to the meeting Arcadis will prepare a request for information for the City (it is anticipated that Arcadis has most of the information required to complete this scope of services from previous assignments).

Task 2 Generator Upgrade Evaluation

Arcadis will evaluate alternatives for upgrading the portable generator at Browns Pond to a permanent diesel or propane generator for powering either one or both pumps in case of primary power failure.

Arcadis's assessment will include identifying loads on the generator per pump in operation, necessary connections and modifications to existing equipment, preliminary one-line drawings showing each alternative, and a conceptual site plan showing proposed locations for the equipment. These will be accompanied by preliminary engineering estimates of probable construction costs.

The suitability of alternatives will be assessed on the following criteria:

- Impacts on existing electrical systems.
- Capital and O&M costs.
- Regulatory acceptance by NYSDOH and OCHD.

Task 3 Prepare Basis of Design Report

Arcadis will summarize the findings from the preceding tasks in a technical memorandum basis of design report that will meet NYSEFC and NYSDOH requirements for approval and funding solicitation. The basis of design report will be developed with basic site and layout plans, and with manufacturer's catalog cut sheets included for evaluated equipment as attachments.

Arcadis will deliver a draft of the report to the City for its review before producing a final report. A conference call will be held with the City to discuss the draft report and review comments and concerns.

Task 4 Grant Funding Assistance

Arcadis will also assist the City with identifying and applying for appropriate grant monies that may be available to help fund the project that the City may wish to pursue as a result of this evaluation. Arcadis will assist the City in applying for funding through the Consolidated Funding Application (CFA) and Drinking Water State Revolving Loan Fund (DWSRF).

COMPENSATION

Arcadis will complete the work for a total not to exceed fee of \$7,500 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Mr. Wayne Vradenburgh
City of Newburgh Water Department
May 6, 2019

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.
Vice President

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION NO.: 140 - 2019

OF

JUNE 10, 2019

**RESOLUTION AMENDING RESOLUTION NO: 364-2018, THE 2019 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$77,372.56 FROM
SEWER FUND CONTINGENCY EMERGENCY TO SEWER FUND - OTHER SERVICES
TO FUND A SEWER MAIN REPAIR AT BROAD STREET AND GRAND STREET**

WHEREAS, an amendment to the 2019 Budget is necessary to fund expenses related to the repair of a sewer main located at the intersection of Broad Street and Grand Street; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
G.1900.1990 Sewer Fund Contingency Emergency	<u>\$77,372.56</u>	
G.1440.0448 Sewer Fund - Other Services		<u>\$77,372.56</u>
TOTAL:	\$77,372.56	\$77,372.56

RESOLUTION NO.: 141-2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH THE NEWBURGH MINISTRY FOR
THE TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 17 JOHNSTON STREET (SECTION 30, BLOCK 1, LOT 21)**

WHEREAS, the Newburgh Ministry submitted a proposal to redevelop the City-owned property located at 17 Johnston Street (the “Property”) as a residential care facility for the expansion of services currently provided by the Newburgh Ministry at its current location at 9 Johnston Street; and

WHEREAS, the City of Newburgh and the Newburgh Ministry have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Property is not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with the Newburgh Ministry, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 17 Johnston Street.

RESOLUTION NO.: 142 - 2019

OF

JUNE 10, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 33 SHIPP STREET (SECTION 14, BLOCK 1, LOT 11) AT PRIVATE SALE TO RONALD AND JACQUELINE DIPIETRO FOR THE AMOUNT OF \$80,000.00

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 33 Shipp Street, being more accurately described as Section 14, Block 1, Lot 11, 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 property be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 13, 2019, 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>
33 Shipp Street	14 - 1 - 11	Ronald DiPietro Jacqueline DiPietro	\$80,000.00

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

Terms and Conditions Sale

33 Shipp Street, City of Newburgh (SBL: 14-1-11)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, 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 2018-2019, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. 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.
15. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. 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.
17. 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. Any survey description shall be 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.

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 Closing Deadline date. If such conveyance occurs, 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.
19. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$8,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO.: 143 -2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO ROBERT URIE AND ERIKA URIE TO THE PREMISES
KNOWN AS 155 LANDER STREET (SECTION 18, BLOCK 4, LOT 45)**

WHEREAS, on April 15, 2016, the City of Newburgh conveyed property located at 155 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 45, to Robert Urie and Erika Urie; and

WHEREAS, the owners have requested a release of the restrictive covenants contained in said deed; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 155 Lander Street, Section 18, Block 4, Lot 45 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 15, 2016, from THE CITY OF NEWBURGH to ROBERT URIE AND ERIKA URIE, recorded in the Orange County Clerk's Office on June 16, 2016, in Liber 14064 of Deeds at Page 1125 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.:

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 144 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH UPSTATE CONCRETE & MASONRY CONTRACTING CO., INC.
IN THE AMOUNT OF \$9,995.00
FOR SIDEWALK CONSTRUCTION AT THE SKATEBOARD PARK
IN THE DELANO-HITCH RECREATION PARK**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the construction of new sidewalks at the Skateboard Park located in the Delano-Hitch Recreation Park; and

WHEREAS, bids were received and opened; and

WHEREAS, based on a review of the bids, it is recommended that the City award said contract to Upstate Concrete & Masonry Contracting Co., Inc. in the amount of \$9,995.00; and

WHEREAS, funding for the Project will be derived from 2016 CDBG IDIS #545 CD1.8125.0448.0545.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of new sidewalks at the Skateboard Park located in the Delano-Hitch Recreation Park be and it is hereby awarded to Upstate Concrete & Masonry Contracting Co., Inc. at a cost of \$9,995.00; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount.

RESOLUTION NO.: 145 - 2019

OF

JUNE 10, 2019

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS**

WHEREAS, the City of Newburgh (“City”) and Memorare Realty Holding Corp. (“Memorare”) executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease (“New Lease”) with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and by Resolution No. 372-2018 of December 10, 2018, the City council authorized and extension of the New Lease through June 30, 2019; and

WHEREAS, the City and Riverside Newburgh Realty, LLC have negotiated and agreed to a Second New Lease for the period July 1, 2019 through December 31, 2020 to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Second New Agreement of Lease providing for a term beginning on July 1, 2019 through December 31, 2020 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (“Lease”) made this ____ day of June, 2019, by and between Riverside Newburgh Realty, LLC, a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551 (“Landlord”), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“Tenant”).

WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to an Agreement of Lease dated January 13, 2017, for a term commencing on February 1, 2017 and terminating on December 31, 2018, which term was extended to June 30, 2019; and

WHEREAS, the Landlord owns in fee simple certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, as Tax Map Nos.: Section 31, Block 5, Lot 13.2 and Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, County of Orange and State of New York, as more particularly described in Schedule “A” annexed hereto and made part hereof known as and referred to herein as the “Premises”; and

WHEREAS, Landlord and Tenant desire to continue a lease of a portion of the Premises for use in connection with parking to be used for ferry service between the City of Newburgh and City of Beacon and uses associated therewith and Landlord desires to lease to Tenant a portion of the Premises therefor;

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. LANDLORD’S AUTHORITY, PREMISES, TERM

- 1.1 Landlord’s Authority: Landlord is the sole owner in fee simple of the piece, parcel or tract of land lying and being in the City of Newburgh, County of Orange and State of New York, more particularly described in Schedule “A” annexed hereto (the “Land”), upon which in the locations outlined in red on Schedule “A” annexed hereto, a ferry landing and a parking area have been constructed. Landlord represents and warrants that it has full right and authority to lease a portion of the Premises, as herein defined, to Tenant and to otherwise enter into this Lease on the terms and conditions set forth herein.
- 1.2 Premises: Landlord hereby does lease and devise to the Tenant, and the Tenant does take and hire from Landlord a portion of those certain premises containing approximately 3.65 acres of land and improvements thereon, as more fully delineated in Schedule “A” annexed hereto (the “Premises”), for the purpose of providing two hundred and fifty (250) parking spaces for commuters using the Ferry to the Beacon

Train Station, as those parking spaces are more particularly shown on Schedule "B" annexed hereto and made a part hereof, together with all facilities which serve the Premises and with all and singular appurtenances, rights, including, without limitation, riparian rights appurtenant to the operation of ferry service, including a barge, landing and other necessary facilities (the "Facilities"), as the Facilities are more particularly shown on Schedule "C" annexed hereto and made a part hereof, and as described herein and in other agreements between and among the parties; including such other uses granted to Tenant hereunder, privileges and easements in or anywise pertaining thereto including but not limited to, the nonexclusive right to use in common with Landlord and Landlord's tenants, guests, and invitees, such driveways, entranceways, stairways and such other similar or related facilities as may exist in and about the Premises, upon the covenants, conditions, limitations and agreements herein contained. The parties acknowledge that this Lease does not cover the entire +/- 3.65 acres, but is limited to the parking spaces and the Facilities.

- 1.3 Term: The initial term of this Lease (the "Initial Term") shall commence on July 1, 2019 and terminate on December 31, 2020 ("Expiration Date") (such Initial Term and any renewal thereof is hereafter referred to as the "Term"). The Term may be renewed ("Renewal Term") or subject to termination as further set forth herein.
- 1.4 Access: Commencing on the date hereof and throughout the Term and Renewal Term, if any, Tenant shall be permitted upon the Premises to prosecute any improvements work by Tenant, its employees, contractors, agents and permitted assignees, provided that the same does not adversely interfere with the use of the Premises. Landlord shall permit Tenant to bring and store at the Premises all equipment, supplies, and other property required or appropriate to prepare the Premises for Tenant's use and occupancy. If Tenant or its contractors enter upon the Premises as provided herein, then, Tenant shall provide or cause its employees, contractors, agents and permitted assignees to provide appropriate insurance naming Landlord as an additional insured in the amount of no less than Two Million (\$2,000,000.00) Dollars. In addition, the parties each agree to defend and indemnify the other from all claims, actions and damages arising from their own errors, acts, omissions, and/or negligence. Tenant agrees to be responsible, directly or contractually with others, for the provision of Workers Compensation and for all other necessary and appropriate insurance coverage for its own employees, contractors and sub-contractors.

2. RENT

The rent under this Lease ("Rent") shall be payable as follows: Rent payable in advance, on the first day of each month, in equal monthly installments of Twenty-One Thousand, Nine Hundred Sixteen (\$21,916.00) Dollars each, provided however, that Tenant shall have the right to terminate this Lease if the Tenant has not received reimbursement from New York State sources, including, but not limited to, the Metropolitan Transportation Authority ("MTA"), Metro-North Railroad ("Metro-North") and/or the New York State Department of

Transportation (“DOT”), of the full amount of the rent, and in no event shall Tenant’s obligation to pay rent to Landlord exceed Tenant’s reimbursement from other sources.

3. TENANT’S RIGHT TO TERMINATE LEASE

Tenant shall have the right to notify Landlord, in writing, of Tenant’s cancellation of the Lease. Such notice of cancellation delivered to Landlord shall take effect ninety (90) days following Landlord’s receipt of same.

In addition to the foregoing, at any time during this Lease, Tenant shall have the right to terminate this Lease immediately and with no further liability to Landlord upon the happening of the following: the occurrence of an accident or Act of Providence (“force majeure”), which has the effect of terminating or suspending for a significant extended period of time, the operation of the Ferry service which is the subject of this Lease, or has as its consequence the immediate termination of Federal and/or State funding therefor, it being expressly understood that the Tenant’s source of funding for payment of the Rent is from State and/or Federal funding sources. It is further understood and agreed that Tenant shall have no obligation for rent payments in the event reimbursement from such State and/or Federal funding sources is terminated.

4. REAL ESTATE TAXES

For the purposes of this Lease, “Real Estate Taxes” shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Premises, the land or the improvements thereon, including without limitation any tax, assessment, charge or fee imposed in substitution for real estate taxes, any income or franchise tax or tax on rents in substitution for real estate taxes, and any increase attributable to special or non-standard fixtures, improvements or appurtenances installed at the Premises or at any portion of the Premises, all of which taxes, assessments, charges or fees shall be deemed to constitute Real Estate Taxes hereunder. Landlord shall be responsible to pay all Real Estate Taxes and other taxes and assessments in the nature of real estate taxes (including any assessment for public betterments or improvements and any taxes levied, assessed or imposed upon the Premises and any improvements thereon). The Tenant shall have no responsibility for any such Real Estate Taxes, taxes, or assessments, or other such charges, or for any expense, including payments to attorneys, experts and/or appraisers, paid or incurred by the Landlord in connection with contesting the assessed valuation of the Premises or any part of any real property of which the Premises are a part or with any application, proceeding, or settlement to obtain a reduction in real estate taxes for the Premises or any part of the real property of which the Premises are a part. Tenant shall not be entitled to any refund of real estate taxes or other taxes and assessments in the nature of real estate taxes which have been paid by Landlord and for which Landlord becomes entitled to a full or partial refund.

5. RENEWAL OPTIONS

- 5.1 No later than six (6) months prior to the expiration of the Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate this Lease, or to seek a renewal thereof.
- 5.2 Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms of two (2) years each, the first renewed term commencing on January 1, 2021 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.
- 5.3 Neither party shall be obligated to renew this Lease for any Renewal Term unless the parties have agreed to a new rental amount (“New Rent”) and that funding for reimbursement of New Rent has been secured by New York State sources, including, but not limited to, the Metropolitan Transportation Authority (“MTA”), Metro-North Railroad (“Metro-North”) and/or the New York State Department of Transportation (“DOT”), of the full amount of New Rent, and in no event shall Tenant’s obligation to pay New Rent to Landlord exceed Tenant’s reimbursement from other sources.

6. LANDLORD’S OBLIGATIONS TO COMPLY

Landlord, at its sole cost and expense, has obtained and complied with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained (collectively, “Consents”) necessary for Tenant’s legal occupancy of a portion of the Premises as a parking area for the ferry service, and has obtained lien waivers (“Lien Waivers”) from any and all general contractors, construction managers, subcontractors, materialmen, architects, engineers, and others engaged by or through Landlord for the construction and installation of improvements at the Premises. Except as provided in Section 7, Landlord shall not be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the New York State Department of Environmental Conservation (“DEC”), United States Army Corps of Engineers (“Army Corps of Engineers”), United States Environmental Protection Agency (“EPA”), related to the operation of the ferry service or its docking and landing facilities.

7. LANDLORD’S IMPROVEMENTS

Landlord shall have the right to redevelop the Premises as part of a larger redevelopment plan. If Landlord elects to redevelop the Premises (or any portion thereof), Landlord, at its sole cost and expense, shall redevelop the Premises in compliance with all applicable laws, rules and regulations. Landlord shall obtain and comply with all environmental reviews, permits, permanent certificates of occupancy, and all other approvals from all governmental or quasi-governmental entities having jurisdiction and from all other entities from whom the same must be obtained which are necessary for Landlord’s redevelopment project which

includes the Premises. Landlord covenants and warrants that any redevelopment of the Premises will not interfere with or impede Tenant's Intended Use (as defined herein) . Landlord shall be permitted to engage general contractors, construction managers, subcontractors, materialmen, architects and engineers for the construction and installation of improvements at the Premises, without notice to the Tenant and without the need for the Tenant's approval. Landlord shall be responsible for any permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, the City of Newburgh, DEC, Army Corps of Engineers, EPA, related to the redevelopment of the Premises, which include any permits required to move the ferry operation and location if desired by Landlord as part of its redevelopment project. Landlord shall have the absolute right to relocate the two hundred fifty (250) parking spaces to another location on the Premises at Landlord's cost and expense upon providing written notice to Tenant, MTA, Metro-North and the Ferry operator two weeks in advance of such relocation. Landlord shall have the absolute right to relocate the Facilities and fixtures located on the Premises, as well as the location of the Ferry operation, its docking and landing facilities, as part of its redevelopment project, to another location on the Premises at Landlord's cost and expense, upon providing written notice to Tenant, MTA, Metro-North and the Ferry operator at least six months in advance of such relocation, and then only after obtaining all approvals and permits required for such relocation. Any such relocation of the parking spaces shall insure that during the Term there will be two hundred fifty (250) parking spaces for commuters using the Ferry at such times as otherwise required under this Lease. Any such relocation of the parking spaces, the ferry location, its docking and landing facilities, the fixtures and Facilities will not interfere or impede with Tenant's Intended Use as defined herein. Landlord shall obtain all permits, reviews, or consents required by any other government or quasi-governmental authorities including, but not limited to, DEC, Army Corps of Engineers, EPA, necessary to relocate the Facilities and fixtures. Landlord's relocation of the Facilities and fixtures shall not disrupt the operation of the Ferry or its docking and landing facilities.

8. LANDLORD'S INSURANCE

- 8.1 Upon the commencement of this Lease, Landlord shall name Tenant, the MTA, Metro-North and the DOT, as an additional insured on Landlord's policy of insurance covering damage to the Premises, which coverage shall remain fully in effect during the Term of the Lease. Landlord shall provide Tenant with the appropriate certificate of insurance naming Tenant, the MTA, Metro-North and the DOT as additional insured. The parties understand and agree that standard maintenance of the Facilities and parking area during ferry operations including but not limited to trash removal, snow removal, repairs and upkeep shall be the responsibility of the Ferry operator. Such Ferry operator shall also be responsible for any and all costs associated with the negligence, willful misconduct, or failure of the Ferry operator to properly perform such maintenance during Ferry operations.
- 8.2 Liability Insurance. The Landlord, at its expense, shall maintain such property insurance, casualty insurance, workers compensation and employer's liability insurance (unless the Landlord has no employees at the Premises), as a prudent owner

of such riparian property as the Premises in the City of Newburgh, County of Orange, would carry. It is the further understanding of the parties that the Ferry operator shall provide adequate environmental insurance and other insurance as may be required in this Lease, in a form to be approved by the Landlord.

- 8.3 Underwriters. Each insurance policy required under this Section 8 shall be written by an insurance company authorized to do business in the State of New York, including New York “non-admitted carriers” having a Best & Company, Inc. rating of “A” or higher and a financial size category of not less than VII. Each of the parties to this Lease shall carry such insurance as the State or other involved entities and parties shall require.

9. USE

The Tenant shall have the right to use and occupy the Premises itself, and/or by having a third party or parties use, occupy and operate the Premises, pursuant to an assignment or sublease or agency agreement or other contract, as a site for a two hundred fifty (250) space parking lot for commuters using the Ferry, dock, barge and facility for a cross-Hudson River ferry project, as may be permitted by law and in accordance with the terms of this Lease (the “Intended Use”). The Landlord warrants and represents that the Premises may lawfully be used for the Intended Use and for the Term and the Renewal Term, if any. Landlord covenants that it will do no act or thing, with respect to the Premises or otherwise, which will adversely affect ingress into or egress from the Premises or the Tenant’s ability to use the Premises for the Intended Use or the commuters use of the two hundred fifty (250) parking spaces during the times otherwise required under this Lease. Subject to the provisions of this Lease, Landlord shall indemnify and defend Tenant against any cost, liability, or expense arising from, through or in connection with the use of the right of way by third parties, any other tenant of Landlord, or anyone permitted by Landlord to use the same. Landlord warrants and represents that such grant of right of ingress and egress shall not adversely affect or interfere with Tenant’s use and enjoyment of the Premises and shall expend in good faith its commercially reasonable efforts to remedy any such interference as may occur. The parties agree that they will cooperate to secure such insurance and indemnification as may be provided for either or both of them by the DOT, Metro-North, or both, or either of them. Landlord shall have no duty or authority to monitor, control, or regulate the parking spaces provided for ferry users during ferry operations. Specifically, but not in limitation of the foregoing, the Landlord shall not be permitted to use or permit any portion of the Premises to be used by the general public for commercial purposes, such as the holding of flea markets, meetings or gatherings, food or social events, or the display, sale or storage of goods vehicles or other items, without Tenant’s prior express written approval thereof, during ferry operations which has the effect of interfering or preventing parking use by ferry users. Tenant shall have the obligation to enforce parking for ferry riders only during ferry operations. At all other times, when the ferry is not operating or bus service is not provided in substitution for ferry service, Landlord reserves the right to establish and enforce parking restrictions consistent with applicable law, rule or regulation.

10. LEGAL REQUIREMENTS

- 10.1 Tenant, at its sole cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with any direction of any public officer or officers, pursuant to law (“Legal Requirements”) which duty to comply arises from Tenant’s Intended Use of the Premises, except for the duty to make any structural repair to or alteration of the Premises. The Tenant shall not do or permit to be done any act or thing upon the Premises, which will invalidate or conflict with fire or other insurance policies (“Insurance Requirements”) covering the Premises and fixtures and property therein.
- 10.2 Landlord represents, warrants and covenants that the zoning for the area in which the Premises is located permits the use of the Premises for the Intended Use; (i) that the improvements constructed by Landlord and/or prior owners at the Premises are constructed in accordance with applicable legal requirements for the Landlord’s use and Intended Use; (ii) that a permanent or final certificate of occupancy or certificate of completion has been or will be issued by appropriate authorities allowing the use of the Premises for the Intended Use. Landlord shall not permit the certificate of occupancy or certificate of completion for the Premises to be amended or revoked during the Term to prohibit or interfere with the Intended Use. Landlord further represents, warrants and covenants that there is no easement, covenant or other encumbrance upon or affecting the Property or any portion thereof which will prevent, restrict or in any way limit Tenant’s ability to use the Premises for the Intended Use and that Landlord has no notice of any violation affecting the Premises or knowledge of any condition at the Premises which but for the passage of time would be in violation.

11. ASSIGNMENT, MORTGAGE OR ENCUMBRANCE

- 11.1 Assignment; Sublet: Landlord may assign, underlet, mortgage or encumber this Lease, at any time, without the prior written consent of the Tenant, subject to the terms of this Lease. Tenant shall have the absolute right upon notice to the Landlord to assign any and all of its rights and obligations hereunder to any governmental or quasi-governmental entity of the State of New York or of the United States, for the purposes of providing parking for the operation of a ferry. Any other assignment or sublet of this Lease by Tenant requires the prior written consent of the Landlord, which consent may be unreasonably conditioned, withheld or delayed.
- 11.2 Subordination; Quiet Enjoyment: This Lease shall be subordinate to all present and future mortgages which affect the Premises, including renewals, consolidations, replacements and extensions thereof. Subject to the provisions of this Lease, the Tenant’s right to quiet possession of the Premises shall not be disturbed if the Tenant is not in material monetary default hereunder beyond any applicable notice and cure periods, unless this Lease is otherwise terminated pursuant to its terms.

12. ESTOPPEL CERTIFICATE

Upon reasonable prior written request by either party to this Lease, the other party shall promptly execute, acknowledge and deliver to the requesting party a statement certifying, to the certifying party's knowledge, that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modifications, stating, to that party's knowledge, the dates to which the rent has been paid, whether the requesting party is in default and, if so, specifying such default.

13. NON-LIABILITY FOR THE TENANT'S WORK

Landlord shall not be liable to pay for, and the Tenant shall hold the Landlord free and harmless from any obligation to pay for, any work, labor or services rendered or materials furnished or claimed to be furnished, to or for the account of the Tenant upon or in connection with any construction and/or improvement of the Premises by the Tenant, and no mechanic's or architects' lien in the form of a mechanic's lien filed by a contractor, subcontractor, or architect for work, labor and services performed and/or materials furnished to or for the account of the Tenant shall be in any instance attached to or affect the Premises or any alterations, repairs or improvements to be made thereon, and, if any such lien or liens shall be filed, the Tenant shall within thirty (30) days after the receipt of notice thereof pay or bond such mechanic's lien or otherwise cause the same to be discharged. This Section 13 shall in no event be interpreted or construed to mean or intend that Tenant shall in any manner be liable to Landlord for any liability, lien or encumbrance of any kind which shall result from any act, omission or decision of DOT or Metro-North.

14. ASSIGNMENT FOR THE BENEFIT OF CREDITORS; BANKRUPTCY

14.1 To the fullest extent permitted by law, if at any time after the effective date of this Lease there shall be filed by or against the Landlord in any court a petition for the appointment of a receiver of all or a portion of the Premises, or if the Landlord makes an assignment for the benefit of creditors, at Tenant's option without waiver of any right or remedy Tenant may have at law, at equity or otherwise, this Lease shall terminate on the date specified in a notice by Tenant of its exercise of its right to terminate or this Lease shall remain in full force and effect, and neither Landlord nor any person claiming through or under the Landlord or by virtue of any statute or of an order of any court shall be entitled to possession of the Premises or other use, right or entitlement thereto or part thereof.

14.2 Bankruptcy: Should a petition for bankruptcy be filed by or against either party pursuant to Title 11 of the United States Code or its successor statute, such party shall comply with all requirements as set forth in 11 U.S.C. §365 or any successor statute regarding the assumption, assignment or rejection of this Lease. Such party shall either cure all defaults, compensate actual losses, give adequate assurance of future performance and fulfill all obligations pursuant to 11 U.S.C. §365(b)(1) or other

applicable law and assume the obligation; or shall reject this Lease as provided by the Bankruptcy Code. In the event a petition for bankruptcy is filed by the Landlord, no sale or assignment of the Premises shall be permitted without the written consent of the other party or without compliance with the assumption and assignment provisions under the Bankruptcy Code pursuant to 11 U.S.C. §365 or its successor statute. If a petition in Bankruptcy has been filed, the applicable sections of Bankruptcy Law regarding assignment shall govern.

- 14.3 Nothing contained in this Lease shall limit or prejudice the right of either party thereto to prove for and obtain, in proceedings for the termination of this Lease by reason of bankruptcy or insolvency, in amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceeding in which, the damages are to be proved.

15. DEFAULT

- 15.1 Default by Tenant: The occurrence of any of the following at any time during the Term shall constitute an Event of Default:

15.1.1 If Tenant shall fail to pay any installment of Rent, as and when the same becomes due and payable, and such failure shall continue for a period of sixty (60) days after Tenant's receipt of written notice thereof from Landlord referring to this Section 15, specifying such failure and requiring that it be remedied, except during any tolling period as set forth in Section 15.2.

15.1.2 If Tenant shall fail to perform or comply with any material term of this Lease, other than a failure referred to in Section 15.1.1 above, and such failure shall continue for a period of ninety (90) days after Tenant's receipt of written notice thereof by Landlord referring this this Section 15 specifying such failure and requiring it to be remedied, provided however, that in case such failure cannot be completely cured or remedied within such ninety (90) day period, if Tenant commences to remedy such failure within such ninety (90) day period, and thereafter prosecutes with reasonable diligence and in good faith, then the period of time after the receipt of such notice by Tenant within which such failure may be remedied shall be extended so long a Tenant prosecutes the remedying of such failure with reasonable diligence.

15.2 Default by Landlord: If (i) Landlord shall default in the observance or performance of any obligation on Landlord's part to be observed or performed under or by virtue of any of the material terms or provisions of this Lease and/or such requirements as may be set forth in any agreements between Landlord and DOT and Metro-North, the operator and/or any other party involved in the operation of the Ferry; and (ii) Tenant shall notify Landlord of the existence of such default referring in such notice to this Section 15.2, and (iii) said default shall continue for a period of ninety (90) days after said notice, or, if said default cannot be remedied within said ninety (90) day period and Landlord does not prosecute the same with reasonable diligences to completion,

then Tenant may terminate this Lease and surrender the Premises without any liability therefor, whereupon the Lease shall be of no further force and effect.

16. LANDLORD'S REMEDIES

- 16.1 If this Lease is terminated and if Landlord shall re-enter the Premises, or in the event of termination of this Lease, and of re-entry, by or under any proceeding or action or any provision of law, or by reason of any Event of Default hereunder by Tenant, or in the event of termination by New York State or under State law, rule or decision, Tenant covenants and agrees that: (a) the Rent shall become due thereupon and be paid up to the time of such termination; and (b) the Landlord may re-let the Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms which may at the Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.
- 16.2 Notwithstanding the foregoing, a pre-condition to the serving of any notice to terminate on account of an Event of Default by Tenant or by any involved New York State agency or private company, is that Landlord shall first have sent any and all notices concerning that default or violation to all parties entitled to notice hereunder, including Tenant, and such party or parties shall have a reasonable opportunity to cure such default as specified in Section 15.2.

17. TERMINATION PROCEDURES

- 17.1 End of Term or Renewal Term, if any: Except as otherwise provided herein, upon the expiration or earlier termination of the term of this Lease, the Tenant shall quit and surrender to the Landlord the Premises in good order and condition, ordinary wear excepted, and the Tenant shall remove all of its property from the Premises. The Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the term of this Lease. Other than the removal of the Tenant's personal property, the Tenant shall have no obligation whatsoever to remove any property or restore the Premises in any manner whatsoever, it being the parties' intention that the Tenant will, except as otherwise set forth in this Section 17.1 leave the Premises "as is" at the Expiration Date. Tenant shall not be liable to Landlord to perform any service or provide money or thing of value to Landlord on behalf of any other New York State or government agency or any private party.
- 17.2 Holdover Upon Consent: In the event Tenant remains in possession of the Premises after the expiration of the Term or Renewal Term, if any, Tenant shall be deemed to be a tenant from month-to-month under all of the same terms and conditions, except as to the duration of the Term. Either party may terminate such tenancy by delivering to the other at least thirty (30) days prior written notice of its intent to terminate.

18. QUIET ENJOYMENT

The Landlord covenants and agrees that the Tenant, so long as it shall not be in default hereunder beyond the expiration of any applicable grace or notice period, shall and may peacefully and quietly have, hold and enjoy the Premises, subject to other terms and conditions hereof.

19. NO WAIVER

19.1 Surrender: At the expiration of the Term, Tenant agrees to quit and surrender possession of the Premises to Landlord in as good condition as when delivered by Landlord, excepting reasonable wear and tear.

19.2 No Waiver: The failure of Landlord or Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of any original violation. The receipt by the Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The payment by Tenant of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by either party hereto, unless such waiver be in writing signed by such party. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease, except as may be expressly provided herein. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom the enforcement of the change, modification, discharge or abandonment is sought.

20. WAIVER OF TRIAL BY JURY AND NON-BINDING ARBITRATION

Landlord and Tenant shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, and any equitable, statutory or other remedy. The parties agree that in the first instance any dispute hereunder shall be referred to a process of non-binding arbitration or other acceptable form of alternative dispute resolution.

21. NOTICES

Except as otherwise provided in this Lease, any notice or communication which the Landlord or the Tenant may desire, or may be required, to give to the other, shall be deemed sufficiently given or rendered if, in writing, delivered to that party personally or addressed to, or sent by certified mail or nationally recognized overnight courier service, to the addressees at the addresses listed below and to any other addressees as either party hereto shall designate by written notice to the other in accordance herewith, and at the time of delivery of such bill or statement and notices shall be deemed given when mailed, except for any notice of default, which shall be deemed given when received. Any notice to Landlord must be served by certified mail or national recognized overnight courier service, addressed to Landlord at the Landlord's address as set forth in the caption hereof or at any such other address as the Landlord shall designate by written notice to the Tenant in accordance herewith.

If to Landlord at the address set forth in the caption above, with a copy to:

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

If to Tenant, then to:

City Manager
The City of Newburgh
83 Broadway
Newburgh, NY 12550

with a copy to:

Corporation Counsel
The City of Newburgh
83 Broadway
Newburgh, NY 12550

with a copy to:

MTA Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th Floor
New York, NY 10170
Attn: General Counsel

with a copy to:

New York State Department of Transportation
Regional Office 8
4 Burnett Boulevard
Poughkeepsie, NY 12603

22. INDEMNITY

- 22.1 Indemnity: To the fullest extent permitted by law, each party hereto (an “Indemnifying Party”) shall indemnify the other party and the other party’s principals, agents, affiliates and subsidiaries, as well as their officers, directors, affiliates, employees, agents, attorneys, legal representatives, and their respective successors and assigns (referred to individually as an “Indemnified Party” and collectively as “Indemnified Parties”) from and against any claims for death, personal injury or property damage arising out of the act, omissions or negligence of the Indemnifying Party in accordance with the policies and practices of insurance of the parties. This indemnification shall include all costs, expenses and liabilities incurred in connection with any claim covered by this Section 22, including, but not limited to, reasonable attorney’s fees to and through appellate proceedings. This provision shall survive termination of this Lease.
- 22.2 Limitation of liability: The Indemnified Parties shall not be liable for (a) any damage to property of the one or of others entrusted to the other party or its employees or for the loss of or damage to any property by theft; (b) any injury or damage to persons or property resulting from fire, explosion, or from any other cause of whatever nature, unless caused by or due to the negligence or intentionally tortious acts of any of the other party; nor shall any of the parties be liable for any such damage caused by the other parties or third persons on the Premises; (c) notwithstanding whether the injury or damage is caused by any act or failure to act of any of the parties, any injury or damage for which an Indemnified Party would have been reimbursed under policies of insurance required by the terms of this Lease to be maintained (i) had the Indemnifying Party not failed to procure or maintain such policies of insurance, or (ii) had the party not failed to procure or maintain such policies of insurance with at least the limits herein specified; or (d) injury to or interruption of the party’s business by reason of any of the foregoing events. If either party has supplied the other with liability insurance, and if an action or proceeding against a party is within the scope of coverage of such policy, the Indemnified Party shall look solely to such policy and the other party shall have no obligation to defend, protect, indemnify or hold harmless the other even if the amount of such policy is exceeded. In no event shall any of the individuals who are the employees, officers, and/or directors of Landlord or Tenant be personally liable for any cause of action arising hereunder. It is the understanding of the parties hereto that each and both of them will be fully insured and indemnified by the involved New York State agencies and/or by the private operator.

23. TITLE TO IMPROVEMENTS

The Landlord's improvements upon the Premises shall belong solely and absolutely to the Landlord. Title to any other improvements, including without limitation security gates, parking revenue devices, and the like, to be installed by or on behalf of the Tenant shall remain with the Landlord, except as may be provided in other agreements with involved New York State agencies or other private parties, and except as provided herein.

24. SERVICES

It is the understanding of the parties that Landlord shall not be responsible to re-stripe or re-seal the Premises during the Term of this Lease. The Landlord shall provide two (2) ADA compliant bathrooms. It is the understanding of the parties hereto that during the life of this Lease, the operator of the Ferry shall be responsible for normal care and cleaning and security of said bathrooms during ferry operations, as may be further provided in written agreements by and between the parties and/or other involved parties.

25. CONDEMNATION

The condemnation of a part of the Premises by competent authority shall not affect the provisions of this Lease, except for a proportional abatement of rent hereunder if such condemnation impacts the portion of the Premises leased hereunder or the operation of the Ferry, but if the condemnation of the whole of the Premises or any part of which materially interferes with the conduct of the operation of the ferry and/or Tenant's business thereon shall occur, then the term of this Lease shall thereupon expire, the Tenant shall quit the Premises, leaving them and the structures thereon in their then condition as set forth in Section 19.1 and other provisions hereof. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made directly to Tenant for loss of business, for the taking of Tenant's fixtures and other property of Tenant or Tenant's relocation expenses, only if a separate award for such items is made to Tenant.

26. OPERATION OF THE PREMISES

26.1 Condition of the Premises: All parties and involved entities shall cooperate to keep the Premises in good condition and in a proper state of repair. Landlord shall have no obligation to undertake any capital improvements to the Premises during the Initial Term of this Lease. It is the understanding of the parties that the Ferry operator and/or its contractor shall be obligated to keep the Premises clean and free and clear of refuse, snow, ice and any obstructions to the free and safe use thereof during ferry operations. The Tenant shall take reasonable precautions to prevent nuisances, disorders and breaches of the peace. The Landlord and Tenant shall comply with all of the rules and regulations of the New York State agencies and of reasonable amendments thereto provided that the Landlord and Tenant have received prior

written notice and that such rules and regulations are applied uniformly to Landlord and any other tenant at the Property.

- 26.2 **Waste Removal:** The Tenant and Landlord shall mutually furnish and maintain receptacles sufficient to contain each party's own and ferry customers' rubbish, waste and litter. It is the understanding of the parties that during ferry operations, Metro-North and/or the Ferry operator and/or its contractor shall be solely responsible for the regular removal of all trash, rubbish, waste and litter from the Premises.
- 26.3 **No Damage or Defacement:** The Tenant covenants and agrees that its representatives and employees will not deface or damage any property of the Landlord. The parties shall expend reasonable efforts to keep and maintain the Premises free from defacement and graffiti at all times.
- 26.4 **Advertising and Signs:** Tenant and the involved New York State agencies shall have the right to install or erect such signs as they deem necessary or appropriate in or on the Premises. The specifications and design of any exterior signs shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.
- 26.5 **Risk of Loss:** The Landlord assumes all risk of loss or damage to the fixtures, equipment, currency and property of every nature and description, brought, placed on or kept by the Landlord at the Premises, whether such loss or damage is due to fire, burglary, theft, vandalism, riot, or any other cause. In no event shall the Tenant be liable to the Landlord on account of damage to or loss of any such property, except where such loss arises from the Tenant's negligence or misconduct.

It is the parties' mutual understanding that they and each of them shall be named as an additional insured and indemnitee of the Ferry operator, DOT, and Metro-North in the event of any and all claims, proceedings, actions and/or damages resulting from the negligence, acts or omissions of such other entities as provided in Section 22.2 hereof.

- 26.6 **Publicity:** The Landlord shall not make any public statements or issue any publicity with respect to this Lease without the prior written approval of the Tenant and the involved New York State agencies, which may be granted or denied in the Tenant's and/or New York State agencies' sole discretion. The Landlord may not use, and shall not place, or allow to be placed, the name or logo or any intellectual property of Tenant or any of the other Tenant's indemnities or any governmental or quasi-governmental authority or affiliates of any of the foregoing entities or persons in any advertisement, publication, disclosure statement, private placement memorandum or similar document without first affording Tenant reasonable opportunity to review such document and obtaining Tenant's prior written consent to the printing and dissemination of such document, which consent may be granted or denied in the Tenant's sole discretion, except that Tenant shall not unreasonably withhold consent to a request by Landlord to publicize the terms of this Lease in connection with the

further development of the Premises. Any request for Tenant's consent must include a copy of the proposed materials.

- 26.7 Other Obligations: The parties acknowledge that the Tenant has separate agreements with DOT and/or Metro-North regarding the provision of ferry service and parking. The parties to this Lease will cooperate with each other to enable the City to fulfill its obligations under said agreements.

27. HAZARDOUS MATERIALS

- 27.1 Definitions: For the purposes of this Section, the following definitions will apply:

"Environmental Actions" means any complaint, summons, citation, notice, fine, directive, order, claim, litigation, investigation, judicial or administrative proceeding or judgment, letter or other communication from or by any governmental authority or any third party involving violations of Environmental Laws or Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

"Environmental Claims" means any and all actions, suit, orders, claims, liens, notices, investigations, proceedings, or complaints, whether any of the foregoing are administrative, judicial or otherwise, brought, issued, asserted or alleged by: (i) a federal, state or local governmental authority or by a private person or business entity for compliance, injunctive relieve, damages, including, but not limited to, natural resources damages, penalties, removal, response, remedial, or other action pursuant to any applicable Environmental Law; and/or (ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from the release of, or exposure to, a Hazardous Substance.

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended; the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended; the Clean Air Act, 42 U.S.C. §7401 et seq., as amended; the Clean Water Act, 33 U.S.C. §1251 et seq., as amended; the Occupational Safety and Health Act, 29 U.S.C. §651, et seq., as amended, the New York State Conservations Law, the New York State Navigation Law, and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability and/or establishing standards of conduct for protection of the environment and/or relating to Tanks, as herein defined.

"Environmental Lien" means any lien, security interest, charge or other encumbrance for Environmental Liabilities and Costs levied or imposed by, or easement for environmental purposes reserved by or granted to, a governmental authority or any third party.

"Environmental Liabilities and Costs" means any monetary obligations, losses, liabilities of any kind whatsoever, including strict liability, damages, punitive

damages, consequential damages, treble damages, costs and expenses, including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental assessments, remedial investigation and feasibility studies, environmental clean-up liabilities, environmental compliance costs, fines, penalties, sanctions and interest incurred as a result of any Environmental Action filed by any governmental agency or any third party which relate to any violations of Environmental Laws; Remedial Actions; or Releases or threatened Releases of Hazardous Materials at, on, in, under, from or onto the Premises.

“Hazardous Materials” means any solid, liquid or gaseous element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws; petroleum and its refined products; polychlorinated biphenyls; lead; any substance exhibiting a hazardous waste characteristic, including, but not limited to, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and any raw materials, building components, including, but not limited to, asbestos-containing materials, and manufactured products containing hazardous substances.

“Involved State Agencies” mean the New York State Department of Transportation (“DOT”), Metro-North Commuter Railroad (“Metro-North”), and any other agency or official with regulatory jurisdiction over the Facilities, the Premises, or any other aspect or component of the Facilities.

“Release(s)” or “Released” means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials into the environment.

“Remedial Action” or “Remediate” or “Remediation” means all actions taken or to be taken in order to clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate, endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or any other actions authorized by CERCLA or any other applicable federal, state or local law or regulation.

“Tanks” means all underground storage tanks and aboveground storage tanks and their appurtenances, pipes, lines, fixtures and other related equipment which exist or have existed at the Premises.

- 27.2 Hazardous Materials. The Landlord shall not cause, permit or suffer any Hazardous Materials to be used, stored, generated or disposed of above actionable levels on the Premises, except for those Hazardous Materials used in the normal course of vehicle

parking and ferry docking operations. If the Landlord causes, suffers, or permits contamination by Hazardous Materials above actionable levels at the Premises during Tenant's use of the Premises, the Landlord shall defend and indemnify the Tenant and other Indemnitees against, and hold the Tenant and other Indemnitees harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including, without limitation, any and all sums paid for the settlement of claims and reasonable attorneys', consultant, and expert fees, arising during or after the term of this Lease by reason of such contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Premises which is required by Environmental Laws or any clean-up, removal or restoration required by a federal, state or local agency including, without limitation, any such costs associated with the contamination above actionable levels of adjacent property or ground water. In addition, if the Landlord causes, suffers or permits the contamination of the Premises by Hazardous Materials above actionable levels, the Landlord shall promptly, at its sole expense, take any and all actions required by Environmental Laws to Remediate the Premises. However, Landlord shall not be responsible for any contamination which results from the actions, failure to act, misconduct, negligence and/or neglect of the Tenant, its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

- 27.3 Landlord's Representations. The Landlord represents and warrants to the Tenant, to the best of the Landlord's knowledge, that now and throughout the Term and Renewal Term, if any: (i) the Premises are in compliance with applicable Environmental Laws; (ii) the Premises are not subject to any Environmental Actions; and (iii) neither the Premises nor any personal property located thereon are subject to any Environmental Liens. If the Landlord shall be required to remediate the Premises, the remediation will be done in compliance with any New York State Department of Environmental Conservation ("DEC") order and any federal, state or local governmental agencies with regulatory or enforcement authority for environmental conditions at the Premises, and Landlord shall provide Tenant with written notification from the DEC, or such other governmental entities, to this effect. Landlord will (i) employ such construction techniques, procedures, and other measures to assure the health and safety of all persons during any excavation, demolition, and construction activities it may perform at the Premises; (ii) undertake and complete any and all environmental investigations and remedial actions as may be required under statutes, rules, regulations, and common law existing during the period of time of such work to ensure that on completion of the work the condition of the Premises is appropriate for the public uses and other purposes to which it will be put; and (iii) remove and disposes of any extraneous tanks, pipes, and appurtenances. Any limitations set forth in this paragraph regarding "existing" statutes, rules, regulations and common law shall not limit the Landlords' indemnification obligations contained in this Lease. Subject to the terms of this Lease, Landlord hereby, for itself and its legal representatives, successors and assigns (the "Releasing Parties"), release Tenant from any and all actions or proceedings, cost, expense and liability of every kind whatsoever, including, without limitations, fees, costs, and disbursements of experts, consultants, and attorneys, whether known or unknown,

suspected or unsuspected, of any kind or nature whatsoever which any of the Releasing Parties ever had, now has, or may, shall or can hereafter have or acquire, arising out of, or in any way connected with (i) the presence, suspected presence, release or threatened release of Hazardous Materials, in, on, under, above or about the Premises during the Term and Renewal Term, if any; (ii) the effect of any Environmental Laws with respect to the Premises or any activity conducted thereon during the Term and Renewal Term, if any; (iii) any Environmental Claim, any environmental clean-up activity, any environmental compliances cost, and any defect, latent or patent arising in connection with the condition of the Premises during the Term and Renewal Term, if any, unless such conduct was a result of the failure to act, misconduct, negligence and/or neglect of the Tenant, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

27.4 Environmental Indemnification by Landlord.

27.4.1 The Landlord hereby agrees to defend, indemnify and hold harmless Tenant and Tenant's Indemnitees from and against, any Environmental Claim, and any Environmental Liabilities and Costs arising out of: (i) any Releases of Hazardous Materials above actionable levels that occurred prior to or on account of conditions existing at, on, under or about the Premises at any time and at, on, conditions under or about the Premises during the Term and Renewal Term, if any; (ii) any violations of Environmental Laws or Environmental Actions that are attributable to the Landlord's acts or omissions, or those of any affiliate of the Landlord, or any prior occupant or predecessor-in-interest or servant, employee or agent of the Landlord, or on account of conditions existing at, under, or about the Premises during the Term and Renewal Term, if any; (iii) any breach of any warranty or representation or covenant regarding environmental matters made by Landlord; and (iv) any Releases or threatened Releases of Hazardous Materials caused by the Landlord or any affiliate of the Landlord, or any prior occupant, predecessor-in-interest or servant, employee or agent of the Landlord, or on account of conditions at the Property at any time, and on account of conditions, at, under, on, and about the Premises prior to and during the Term. This indemnification shall survive the expiration or earlier Termination of this Lease. This indemnification shall not be applicable if any of the conduct contemplated in (i) through (iv) above arises out of the failure to act, misconduct, negligence and/or neglect of the Tenant, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT.

27.4.2 Upon discovery of any Hazardous Materials at the Premises, above actionable levels, which, for purposes of this Section, includes, but is not limited to, the air, surface water, ground water or riparian areas of the Premises, which does not arise out of the acts or omissions of the Tenant, its employees, agents or contractors or invitees at the Property where such condition may reasonably be anticipated to affect the Premises, the Tenant shall have the following options:

- A. Upon thirty (30) days written notice to the Landlord, the Tenant may terminate this Lease without penalty of any kind and be released from any liability under this Lease as of the termination date ; or
- B. The Tenant may require the Landlord, at the Landlord's sole cost and expense, to diligently and in good faith promptly perform all work necessary to investigate and/or Remediate any Hazardous Materials above actionable levels in, on or about the Premises, such work being performed in conformity and compliance with all Environmental Laws.

Notwithstanding the Tenant's election to exercise its rights under subsection (B) above, the Tenant may, at any time, exercise its right to terminate this Lease as provided for in subsection (A) above or elsewhere in this Lease prior to the completion of the Remediation. If the Tenant's use of the Premises is rendered substantially or totally impaired by the presence of Hazardous Materials above actionable levels not caused by the Tenant, its agents, employees or contractors, and/or its sub-tenants, guests, and invitees, the ferry operator, the MTA, Metro-North or the DOT, the Rent and other charges due under this Lease shall abate until such time as the Tenant is able in its judgment to resume uninterrupted operation at the Premises.

28. NO PARTNERSHIP

Nothing in this Lease shall be construed to be or create a partnership, joint venture, express or implied agency, or employer/employee relationship between the Landlord, its successors or assigns, and the Tenant and/or any of the other Tenant's Indemnitees, their successors or assigns.

29. MISCELLANEOUS

- 29.1 Binding Effect; entire agreement; no oral modification. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and the Tenant and their respective assigns and successors. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors in interest. There are no understandings or agreements of any kind between the parties hereto, verbal or otherwise, other than as set forth in this Lease.
- 29.2 Captions; Gender and Number. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. Any captions to Articles, Sections or Subsections hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.
- 29.3 No Broker. The Landlord and the Tenant each represent to the other that they have dealt with no broker in connection with the negotiation and execution of this Lease or

in procuring same. The Landlord and the Tenant further agree that, should any claim be made for brokerage fees, by, through, or on account of any acts of the Landlord or the Tenant or their respective representatives, the party upon whose acts such claim is made will hold the other harmless from any and all liabilities and expenses in connection therewith.

- 29.4 Severability. The provisions of this Lease are severable, and it is the intention of the parties hereto that, if this Lease cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts hereof, the remaining provisions of this Lease shall be given full force and effect as completely as if the part or parts held invalid had not been included herein.
- 29.5 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York and the venue for any action or proceeding hereunder shall be in the City of Newburgh or the County of Orange, New York.
- 29.6 This Lease may be executed in more than one counterpart, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Lease may be executed with original signature in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

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

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

By: _____
Joseph P. Donat
City Manager
Per Res. No.

RESOLUTION NO.: 146 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A FIFTH MEMORANDUM OF UNDERSTANDING WITH
METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE
REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO
THE NEWBURGH-BEACON FERRY SERVICE**

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad (“MNR”) entered into an Agreement, dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the “Amended Lease”); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018 (the “New Lease”); and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, and Resolution No. 373-2018 of December 10, 2018, the City Council authorized a Second, Third and Fourth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments made under the First Amended Lease and New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, the City and Newburgh Riverside Realty, LLC have agreed to the terms of a Second New Agreement of Lease (“Second New Lease”) for the period July 1, 2019 through December 31, 2020; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease with Riverside Newburgh Realty, LLC consistent with the term of the Second New Lease extension; 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 on behalf of the City of Newburgh, be and he is hereby authorized to execute a Fifth Memorandum of Understanding coterminous with the period of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the New Lease extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

5/31/19

FIFTH MEMORANDUM OF UNDERSTANDING

FIFTH MEMORANDUM OF UNDERSTANDING (“FIFTH MOU”) dated _____, 2019, by and between Metro-North Commuter Railroad Company (“Metro-North”), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority (“MTA”), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh (“City”), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the “Agreement”), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh (“Ferry Service”); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises (“Premises”) to provide a docking facility and 250 space parking lot for the Ferry Service (the “Lease”), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the “Amended Lease”); and

WHEREAS, the City and the New York State Department of Transportation (“NYSDOT”) had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 (“May-December Period”) and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality (“CMAQ”) funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 (“MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of \$21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of \$21,278 per month (“January 1, 2016 – January 31, 2017 Period”); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 (“Second MOU”) whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of \$21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the “New Lease”) for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of \$21,278 per month (“February 1, 2017 – December 31, 2018 Period”) and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 (“Third MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of \$21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease Extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”), and the City represents that it lacks the funds to make the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City represented that it lacked the funds to make the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 (“Fourth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of \$21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (“Second New Lease”) for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of \$21,916 per month (“July 1, 2019 – December 31, 2020 Period”) and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, unless the rent payments under the Second New Lease are made to the landlord for the July 1, 2019 – December 31, 2020 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Fifth MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, and the Fourth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period only, at the rate of \$21,916 per month, which is a one-time increase of 3% and the first rent increase since 2013. For the July 1, 2019 – December 31, 2020 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease.

3. During the July 1, 2019 – December 31, 2020 Period, the City agrees to comply with all terms under the Second New Lease, not to terminate the Second New Lease and not cause the landlord to terminate the Second New Lease. If the City or the landlord terminates or cancels the Second New Lease, then this Fifth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease. Upon termination or cancellation of the Second New Lease, Metro-North shall have no further obligations under this Fifth MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease.

5. This Fifth MOU does not create any obligations for Metro-North in connection with the Second New Lease, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Fifth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Fifth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Fifth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4th) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy;

provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Fifth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Fifth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Fifth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Fifth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Fifth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Fifth MOU is to any extent invalid or unenforceable, the remainder of this Fifth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Fifth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Fifth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Fifth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Fifth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Fifth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: 147 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A DOWNTOWN REVITALIZATION INITIATIVE GRANT
IN AN AMOUNT NOT TO EXCEED \$10,000,000.00**

WHEREAS, The Downtown Revitalization Initiative (DRI) is a comprehensive approach to boosting local economies by transforming communities into vibrant neighborhoods where the next generation of New Yorkers will want to live, work and raise a family; and

WHEREAS, each of New York State's ten Regional Economic Development Councils will choose one downtown that is ripe for revitalization and has the potential to become a magnet for redevelopment, business, job creation, greater economic and housing diversity, and opportunity; and

WHEREAS, the area which comprises Downtown Newburgh has experienced over \$150 million in public and private investment during the last five years which have been driven by a highly engaged community that desires to increase their connection with the City and includes numerous significant historic sites, a range of housing options, easy access to mass transit, an ever-growing waterfront district, institutions of higher education, entrepreneurial cottage industries, a developing food and beverage market, technology companies, and unique artistic and cultural institutions, all of which have helped to catalyze Newburgh's revitalization and have accelerated the rebirth of the Newburgh central business district and waterfront historic district; and

WHEREAS, DRI assistance will support the continued growth of the district and support the completion of anchor projects that will ensure long-term economic stability and the City of Newburgh is a qualified applicant for the DRI program; and

WHEREAS, this Council finds that applying for and accepting funding from the DRI is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State grant in an amount not to exceed \$10,000,000.00; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 148 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
A DEPARTMENT OF HOMELAND SECURITY 2019 PORT SECURITY GRANT
IN AN AMOUNT NOT TO EXCEED \$25,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh Fire Department wishes to apply for a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used to provide fuel for the Fire Boat and for training hours; and

WHEREAS, no City matching funds or in-kind services are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a Department of Homeland Security 2019 Port Security Grant in an amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars for the City of Newburgh Fire Department with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

RESOLUTION NO.: 149 - 2019

OF

JUNE 10, 2019

A RESOLUTION AUTHORIZING
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
AND WATER DEPARTMENT FROM JULY 1, 2019 TO JUNE 30, 2020

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting individuals for employment opportunities in the Department of Public Works and the Water Department; and

WHEREAS, by Resolution No. 22-2019 of January 28, 2019, this Council authorized the City Manager to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the period January 1, 2019 to June 30, 2019; and

WHEREAS, Best Resource Center was awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24 for a full year period from July 1, 2019 through June 30, 2020 and will allow the continuation of participants currently assigned and provide the opportunity to engage additional participants; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose 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 an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the period July 1, 2019 to June 30, 2020.

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
49 GRAND STREET
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about July 1, 2019 and will terminate, under the Grant, on or before June 30, 2020.

Best Resources will:

1. Provide City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Joseph P. Donat
City Manager
Per Res. No.

Best Resource Center, Inc.

49 Grand Street
Newburgh, New York 12550

June 3, 2019

The City of Newburgh
Michelle Kelson
Office of the Corporation Counsel
City Hall
83 Broadway
Newburgh, NY 12550

Dear Ms. Kelson:

I am writing to request that a resolution be presented to provide an agreement in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a full year 2019-2020 County of Orange Workforce Innovation Opportunity Development Grant for the period of July 2019 to June 30, 2020.

This will allow the continuation of participants that are currently assigned and the opportunity to engage additional participants for the period of July 2019 to June 2020.

The Workforce Grant provides job training, education, opportunity to obtain industry based and recognized credentials, counseling, case management, job placement and retention assistance. The eligible program participants are economically disadvantaged individuals and dislocated workers between the ages of 18 to 24.

Thank you for your assistance.



Ms. Vera Best
Executive Director

RESOLUTION NO.: 150 - 2019

OF

JUNE 10, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A RENEWAL AGREEMENT WITH SECURITAS SECURITY SERVICES USA, INC.
TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

WHEREAS, by Resolution No. 292-2016 of November 14, 2016, the City Council of the City of Newburgh, New York authorized the City Manager to enter into an agreement with Securitas Security Services USA, Inc. to continue to provide security services at City Hall and 123 Grand Street; and

WHEREAS, Securitas Security Services USA, Inc. provides security services to New York State and is a qualified vendor with the New York State Office of General Services which is authorized to issue centralized, statewide contracts for use by New York State agencies and political subdivisions, schools and libraries authorized by law to participate in such contracts; and

WHEREAS, the City of Newburgh is a political subdivision authorized by law to participate in contracts procured by the New York State Office of General Services and undertook a competitive Request for Quote in order to enter into a renewal agreement with Securitas Security Services USA, Inc. for the continuation of security services to the City of Newburgh; and

WHEREAS, this Council finds that approving the renewal agreement with Securitas Security Services USA, Inc. for security services at City Hall and 123 Grand Street 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 a renewal agreement with Securitas Security Services USA, Inc., in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.

RESOLUTION NO.: 151 - 2019

OF

JUNE 10, 2019

**A RESOLUTION DECLARING AN ONAN STAND-BY GENERATOR AND
DOUBLE THROW SAFETY SWITCH TO BE SURPLUS EQUIPMENT**

WHEREAS, the City of Newburgh Fire Department possesses an Onan stand-by generator, model no. 10CCKB-3R/13A, serial no. 126C934456, and a 60 amp double throw safety switch, model no. DT222UGK, which are no longer of use to the City; and

WHEREAS, the Fire Department has requested that both the generator and the double throw safety switch be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the generator and the double throw safety switch as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a an Onan stand-by generator, model no. 10CCKB-3R/13A, serial no. 126C934456, and a 60 amp double throw safety switch, model no. DT222UGK, are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus equipment and in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014 and that the proceeds be directed to the cost of repairs to the West End Firehouse.

RESOLUTION NO.: 152 - 2019

OF

JUNE 10, 2019

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
APPROVING AND ENDORSING P.S.6 LIBERTY STREET, LLC
IN ITS 2019 CONSOLIDATED FUNDING APPLICATION TO
NEW YORK STATE HOMES AND COMMUNITY RENEWAL UNDER
THE NEW YORK MAIN STREET GRANT PROGRAM**

WHEREAS, P.S.6 Liberty Street, LLC, through its fiscal sponsor, Orange County Arts Council, desires to apply for \$500,000.00 in financial assistance through the 2019 Consolidated Funding Application (CFA) under the New York Main Street Grant Program; and

WHEREAS, the application proposes funding to assist the property owner to complete building renovations to complete the PS 6 Center for Film & Television located at 1 Liberty Street; and

WHEREAS, the proposed funding will contribute to ongoing community revitalization efforts; and

WHEREAS, the grant application requires that the applicant obtain the approval and endorsement of the governing body of the municipality in which the project will be located;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh approves and endorses the 2019 Consolidated Funding Application to New York State Homes and Community Renewal under the New York Main Street Grant for assistance prepared and to be submitted by P.S.6 Liberty Street, LLC, through its fiscal sponsor Orange County Arts Council.

Motion By:

Seconded By:

Passed by the following vote of all City Council Members voting in favor thereof:

Affirmative City Council Members:

Affirmative: #

Negative: #

Abstain: #

I, [Clerk Name], do hereby certify that resolution [Number] was passed at a meeting of the City Council held on June 10, 2019, and is incorporated in the original minutes of said meeting, and that said resolution has not been altered, amended or revoked and is in full force and effect.

Signature of Clerk

[Official Seal of Municipality]

RESOLUTION NO.: 153 - 2019

OF

JUNE 10, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2019 CONSOLIDATED FUNDING APPLICATION OF
SAFE HARBORS OF THE HUDSON, INC. TO NEW YORK STATE HOMES AND
COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
FOR A NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT FOR THE
CONTINUING RESTORATION OF SAFE HARBOR'S RITZ THEATER**

WHEREAS, the New York Main Street Technical Assistance grants are available to assist projects that will directly improve a community's capacity or readiness to administer a future New York Main Street building renovation program; and

WHEREAS, Safe Harbors of the Hudson intends to apply for \$20,000 in grant funding under the New York Main Street Technical Assistance Program for planning and design to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the City Council finds that supporting the restoration of the Ritz Theatre is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2019 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Technical Assistance Program for planning and design to support the Ritz Theater restoration.

RESOLUTION NO.: 181 - 2018

OF

JULY 9, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE 2018 CONSOLIDATED FUNDING APPLICATION OF
SAFE HARBORS OF THE HUDSON, INC. TO NEW YORK STATE HOMES AND
COMMUNITY RENEWAL, THE OFFICE OF COMMUNITY RENEWAL,
FOR A NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT FOR THE
CONTINUING RESTORATION OF SAFE HARBOR'S RITZ THEATER

WHEREAS, the New York Main Street Technical Assistance grants are available to assist projects that will directly improve a community's capacity or readiness to administer a future New York Main Street building renovation program; and

WHEREAS, Safe Harbors of the Hudson intends to apply for \$20,000 in grant funding under the New York Main Street Technical Assistance Program for planning and design to support the restoration of its historic Ritz Theater to contribute to the City of Newburgh's Main Street revitalization and serve to further stimulate reinvestment in our commercial-civic-residential downtown thereby creating a healthier, economically vibrant community; and

WHEREAS, the City Council finds that supporting the restoration of the Ritz Theatre is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2018 Consolidated Funding Application of Safe Harbors of the Hudson to the Office of Community Renewal under the Main Street Technical Assistance Program for planning and design to support the Ritz Theater restoration.

I, Lorene Vitak, 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 July 9, 2018
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of July, 20 18



City Clerk

RESOLUTION NO.: 154 - 2019

OF

JUNE 10, 2019

A RESOLUTION AUTHORIZING THE REPURCHASE PROCESS OF *IN REM* PROPERTIES ACQUIRED THROUGH REAL PROPERTY TAX FORECLOSURE IN ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 2016-8636 PURSUANT TO CHAPTER 93 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh annually acquires title to several properties by foreclosure for unpaid taxes or other charges, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York; and

WHEREAS, immediately after acquiring title, the City usually receives several requests to repurchase these properties by former owners or other interested parties to pay the taxes or charges owed; and

WHEREAS, Chapter 93 of the Code of Ordinances of the City of Newburgh provides an administrative process for the repurchase of such tax foreclosed properties by former owners and lien holders; and

WHEREAS, the last day set for redemption of the City of Newburgh's proceeding for the foreclosure of taxes *in rem*, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, bearing Orange County Index No. 2016-8636 was May 31, 2019, and Chapter 93 provides that as soon as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by Chapter 93; and

WHEREAS, this Council has considered authorizing the repurchase process established by Chapter 93 of the Newburgh City Code to address the repurchase requests of owners and lien holders of properties subject to the City's 2016 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2016-8636; 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 repurchase process established by Chapter 93 of the City Code of the City of Newburgh be and hereby is authorized and in effect for the repurchase of properties by former owners and lien holders subject to the City's 2016 *In Rem* tax foreclosure proceeding bearing Orange County Index No. 2016-8636.

RESOLUTION NO.: 155-2019

OF

JUNE 10, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF007470-2018 INVOLVING SECTION 7, BLOCK 2, LOT 28 (ANGELA DiBRIZZI)

WHEREAS, Angela DiBrizzi has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2018-2019 tax assessment year bearing Orange County Index No. EF007470-2018; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Angela DiBrizzi is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 7-2-28 be reduced to a market value of \$179,900.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
ANGELA DiBRIZZI,

Index No. EF007470-2018

Petitioner,

CONSENT JUDGMENT

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

For Review of the Assessment of Certain Real
Property under Article 7 of the Real Property Tax Law.

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2018 tax year as follows:

Tax Map No. 7-2-28

be reduced in market value from \$193,700.00 to a total market value of \$179,900.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2018 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2018 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, ROBERTS, DAVIS & DIAMOND, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the

further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2019, 2020, and 2021 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: June ____, 2019
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Roberts, Davis & Diamond, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

