City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
January 21, 2016
6:00 PM

Engineering/Ingeniería

1. Resolution Declaring a Negative Declaration for the South Street Park Project

   A resolution of the City Council of the City of Newburgh issuing a Negative Declaration under State Environmental Quality Review Act (SEQRA) with respect to the development of South Street Waterfront Park. (Jason Morris)

   Una resolución del Concejal de la Ciudad de Newburgh publicando una Declaración Negativa bajo El Acta de Estudio de Calidad Ambiental Estatal (SEQRA) con respecto al desenvolvimiento del Parque del Puerto en la calle South. (Jason Morris)

Information Technology (IT) Department

2. Pitney Bowes Mail Meter Lease

   A 36 month lease agreement with Pitney Bowes for a new mail meter for the Code Compliance Department. (John Aber)

   Un contrato de arrendamiento de 36 meses con Pitney Bowes para un nuevo medidor de correo para el Departamento de Cumplimiento del Código. (John Aber)

Planning and Economic Development/Planificación y Desarrollo Económico

3. Resolution and Release for 119 Montgomery St.

   A resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to step-up properties, LLC to the premises known as 119 Montgomery Street (Section 19, Block 1, Lot 13). (Michelle Kelson)

   Una resolución autorizando la ejecución de la liberación del convenio restrictivo y el derecho de reingreso a una escritura decretado a "Step-up Properties LLC" a la propiedad conocida como el 119 de la calle Montgomery (Section 19, Bloque1, Lote 13) (Michelle Kelson)

4. Purchase of 57-58 Williamsburg Drive

   A resolution to authorize the conveyance of real property known as 57-58 Williamsburg Drive (Section 1, Block 2, Lot 29) at private sale to John Teixeira for the amount of $45,000.00. (Deirdre Glenn)

Una resolución autorizando el convenio de bienes raíces conocido como la 57-58 de Williamsburg Drive (Sección 1, Bloque 2, Lote 29) en una venta privada a John Teixeira por la cantidad de $45,000.00 (Deirdre Glenn)

5. Purchase of 169 1/2 Liberty Street

   A resolution to authorize the conveyance of real property known as 169 ½ Liberty Street (Section 30, Block 5, Lot 12.1) at private sale to Sarah Beckham Hooff and Aaron Latos for the amount of $7,000.00. (Deirdre Glenn)

   Una resolución autorizando el convenio de bienes raíces conocido como 169 ½ de la Calle Liberty (Sección 30, Bloque 5, Lote 12.1) en una venta privada a Sarah Beckham Hooff y Aaron Latos por la cantidad de $7,000.00 (Deirdre Glenn)

6. Purchase of 20 Grove Street

   A resolution to authorize the conveyance of real property known as 20 Grove Street (Section 26, Block 8, Lot 10) at private sale to Natalya Fredericks for the amount of $7,000.00. (Deirdre Glenn)

   Una resolución autorizando el convenio de bienes raíces conocido como 20 de la Calle Grove (Sección 26, Bloque 8, Lote 10) en una venta privada a Natalya Fredericks por la cantidad de $7,000.00 (Deirdre Glenn)

7. Purchase of 91 Mill Street

   A resolution to authorize the conveyance of real property known as 91 Mill Street (Section 38, Block 4, Lot 60) at private sale to Natalya Fredericks for the amount of $1,000.00. (Deirdre Glenn)

   Una resolución autorizando el convenio de bienes raíces conocido como 91 de la Calle Mill (Sección 38, Bloque 4, Lote 60) en una venta privada a John Teixeira por la cantidad de $1,000.00 (Deirdre Glenn)

8. Res. authorizing 2nd Council ext to close on 169 Prospect

   A resolution authorizing the extension of time to close title on the property located at 169 Prospect Street (Section 16, Block 3, Lot 5) sold at private sale to Cheryle Branson. (Michelle Kelson)

   Una resolución autorizando la extensión de tiempo para clausurar el título en la propiedad localizada en la 169 de la Calle Prospect (Sección 16, Bloque 3, Lote 5) vendido en una venta privada a Cheryle Branson. (Michelle Kelson)

9. Resolution Authorizing Addendum to Option Contract & Lease with Frederick Visconti Jr for 210 Mill Street

   A resolution re-authorzing a lease and amending an option to purchase agreement with Frederick J. Visconti, Jr. regarding real property known as 210 Mill Street (Section 43, Block 3, Lot 7.1). (Michelle Kelson, Deirdre Glenn & Jason Morris)

Una resolución volviendo a autorizar un contrato de renta y enmendando una opción para un acuerdo de compra con Frederick J. Visconti, Jr. en relación a los bienes raíces conocidos como 210 de la calle Mill (Sección 43, Bloque 3, Lot 7.1) (Michelle Kelson, Deirdre Glenn & Jason Morris)

10. City of Newburgh with MESH Realty

    A resolution authorizing the City Manager to execute an amendment to an agreement between the City of Newburgh and Mesh Realty Group, Inc. to provide for the continuation of residential property management services. (Deirdre Glenn)

    Una resolución que autoriza al Gerente de la Ciudad a llevar a cabo una enmienda entre la Ciudad de Newburgh and Mesh Realty Group, Inc. para asegurar la continuación de servicios de manejo de propiedades residenciales. (Deirdre Glenn)

Discussion Items/Temas de Discusión

11. Transfer funds from Seasonal Employment to Full Time Employment (John Aber & George Garrison)

    Transferir fondos de la linea de empleados de temporada a linea de empleo de curso completo (John Aber & George Garrison)

12. Fire Department Boat Bid (Assistant Chief Petricek & John Aber)

    Oferta para el bote del Departamento de Bomberos (John Aber & Assistant Chief Petricek)

13. Surplus Equipment - Fire boat/Police Boat (Asst. Chief Petricek, Chief Cameron & John Aber)

    Equipo de Bomberos - Bote de fuego ,exceso (Assistant Chief Petricek and John Aber)

14. 2016 Council Rules & Order of Procedure

    A resolution adopting rules of order and procedure for the Council of the City of Newburgh for the year 2016. (Michelle Kelson)

    Una resolución adoptando reglas de orden y de procedimiento para el Consejo de la Ciudad de Newburgh para el año 2016. (Michelle Kelson)

15. Continuity & Training Budget for Executive Office (Michael Ciaravino)

    Presupuesto de Entrenamiento y Continuacion de empleo para la oficina

Ejecutiva(Michael Ciaravino)

16. 2016 City Council Meeting Schedule (Mayor Kennedy)
    Calendario de Reuniones 2016 del Concejal de la Ciudad(Mayor Kennedy)
17. Capital Budget
    (Jason Morris, Wayne Vradenburgh, John Aber and George Garrison)
18. IPad (Councilwoman Cindy Holmes)

Executive Session/ Sesión Ejecutiva

19. Pending Litigation & Collective Bargaining

RESOLUTION NO.: ____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ISSUING A NEGATIVE DECLARATION UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE DEVELOPMENT OF SOUTH STREET WATERFRONT PARK,

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and has been awarded an Environmental Protection Fund grant from the New York State Office of Parks, Recreation & Historic Preservation to make such improvements; and

WHEREAS, the South Street Waterfront Park Development Project (the "Project") will include the research and development of preliminary design documents of the proposed park; evaluating the need for easements or other right of way access; development of final design documents and cost estimates; and an analysis of necessary federal, state and local permits and approvals along with the preparation of permit applications for construction; and

WHEREAS, in order to comply with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh by Resolution No. 221-2015 of September 14, 2015, assumed Lead Agency status; typed this action as an Unlisted Action; and adopted Parts I and II of the Environmental Assessment Form ("EAF"); and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of the development of the proposed parks, including evaluation of land uses, access, design, financing and permitting and has determined that there will be no negative environmental impacts regarding same; and

WHEREAS, this Council finds that proceeding with the development of South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby issues Negative Declaration pursuant to the SEQRA.

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: South Street Waterfront Park		
Project Location (describe, and attach a general location map): City of Newburgh. Hudson River waterfront parcel (tax id #12-6-5.2) located at the terminus of Front Street.		
Brief Description of Proposed Action (include purpose or need): Design and permitting for the development of the South Street Waterfront Park (a project funded through Title 11 of the Environmental Protection Fund). The project includes research and development of Preliminary Design documents of the proposed park; evaluating any easement or ROW issues; development of Final Design documents and cost estimates; analysis of necessary federal, state and local permits and approvals, and preparation of permit applications for construction.		
Name of Applicant/Sponsor: Michael G. Ciaravino, City Manager, City of Newburgh	Telephone: (845) 569-7301 E-Mail: mciaravino@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Project Contact (if not same as sponsor; give name and title/role): Chad Wade, R.L.A. Assistant City Engineer	Telephone: (845) 569.7446 E-Mail: cwade@cityofnewburgh-ny.gov	
Address: 83 Broadway		
City/PO: Newburgh	State: NY	Zip Code: 12550
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☑Yes ☐No	City of Newburgh, SEQR approval	9-10-2015
b. City, Town or Village Planning Board or Commission ☐Yes ☑No		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	City of Newburgh Department of Code Compliance	Dec, 2015
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☑Yes ☐No	DEC Protection of Waters Permit, Section 401 Water Quality Certification (+ others see attached)	March, 2016
h. Federal agencies ☑Yes ☐No	Army Corp of Engineers, Nationwide Permit #3 (maintenance)	March, 2016

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes ☐No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes ☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes ☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

City of Newburgh Local Waterfront Revitalization Plan

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Utility

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Newburgh Enlarged City School District

b. What police or other public protection forces serve the project site?
City of Newburgh Police Department

c. Which fire protection and emergency medical services serve the project site?
Newburgh Fire Department and Mobile Life

d. What parks serve the project site?
NA - proposed project is a new waterfront park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? recreational

b. a. Total acreage of the site of the proposed action? 1.04 acres
b. Total acreage to be physically disturbed? .47 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.04 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☑ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 12 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐ Yes ☑ No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑ Yes ☐ No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 20 height; 22 width; and 22 length

iii. Approximate extent of building space to be heated or cooled: 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐ Yes ☑ No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

i*v.* Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐ Yes ☐ No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑ Yes ☐ No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Hudson River

_____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:
The proposed project will repair the existing previously authorized bulk head

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☑ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☑ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☑ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☑ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☑ Yes ☐ No
- Will line extension within an existing district be necessary to serve the project? ☐ Yes ☑ No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐ Yes ☑ No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑ Yes ☐ No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or ____.3 acres (impervious surface)

_____ Square feet or ____1 acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater runoff will be directed to the City's stormwater collection system and otherwise managed on-site through the use of porous pavement and other low impact design techniques.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐ Yes ☑ No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑ Yes ☐ No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐ Yes ☑ No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐ Yes ☑ No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐ Yes ☐ No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend

☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

_____

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☑Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 am to 5 pm
- Saturday: 7 am to 5 pm
- Sunday: NA
- Holidays: NA

ii. During Operations:

- Monday - Friday: dawn to dusk
- Saturday: dawn to dusk
- Sunday: dawn to dusk
- Holidays: dawn to dusk

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

During construction, the use of equipment and various construction techniques may cause noise to exceed ambient noise letter.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n.. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

The proposed park will have aesthetically pleasing pedestrian scale pole lighting and pathway lighting, consistent with existing lighting located in the City and along the Waterfront.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

_____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☑ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☑ Urban ☑ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☑ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): waterfront

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.25	0.27	+ .02
• Forested	0.34	0.30	-.04
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.06	0.17	+.11
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.32	0.30	-.02
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0.07	0	-.07
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Horizons on the Hudson Elementary School

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____

_____

_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 546031, B00189

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 4 feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site:

Urban Land (Ur)	75 %
Mardin Gravelly Silt Loam	25 %
	%

d. What is the average depth to the water table on the project site? Average: 1.5 feet

e. Drainage status of project site soils:

☑	Well Drained:	60 % of site
☑	Moderately Well Drained:	40 % of site
☐	Poorly Drained	% of site

f. Approximate proportion of proposed action site with slopes:

☑	0-10%:	60 % of site
☑	10-15%:	40 % of site
☐	15% or greater:	% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Hudson River Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100 year Floodplain? ☑ Yes ☐ No

k. Is the project site in the 500 year Floodplain? ☑ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☑ No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: urban wildlife

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐ No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☑ Yes ☐ No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: East End Historic District

iii. Brief description of attributes on which listing is based:

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

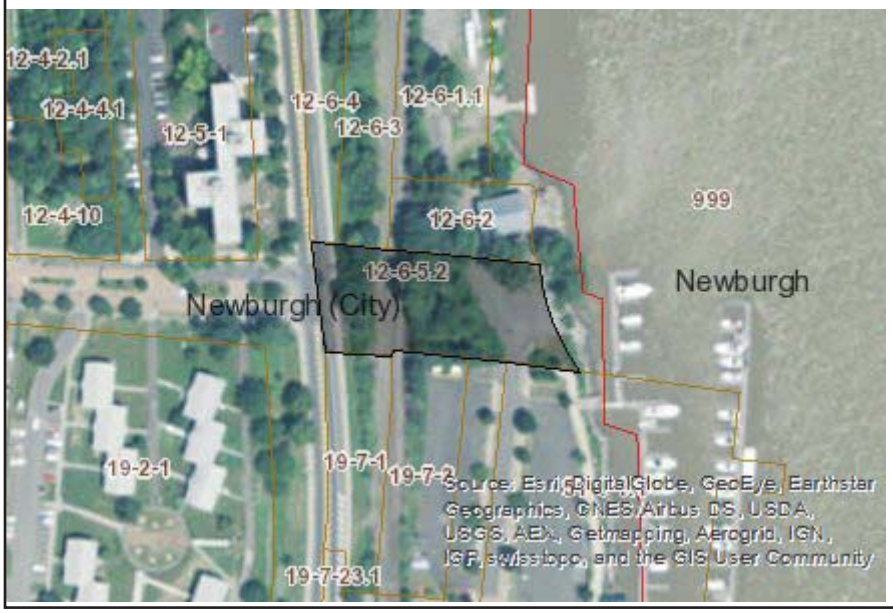
Applicant/Sponsor Name Michael G. Ciaravino Date _____

Signature _____ Title City Manager

PRINT FORM

EAF Mapper Summary Report

Tuesday, August 25, 2015 9:59 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	546031, B00189
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	Yes
E.2.k. [500 Year Floodplain]	Yes
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National Register of Historic Places]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National Register of Historic Places - Name]	East End Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

GPI Greenman-Pedersen, Inc.
Engineering and Construction Services

South Street Waterfront Park Project

NYS Department of Environmental Conservation
Full Environmental Assessment Form Part 1

Attachment for Section B. Government Approvals List of Agency and Approval(s) & Permits Required

The following permits are anticipated to be required for this project:

- Army Corps of Engineers - Section 10 Individual Permit.
- New York State Department of Environmental Conservation (NYSDEC) - Protection of Waters Permit (Article 15) and Section 401 Water Quality Certification.
- New York State Department of State (NYSDOS) - Federal Consistency Assessment.
- New York State Office of General Services (NYSOGS) - License/permit to extend into waters of the State of New York.
- City of Newburgh – State Environmental Quality Review (SEQR) approval.
- New York State Office of Parks, Recreation and Historic Preservation project review and consultation.

Agency Use Only [If applicable]

Project :

Date :

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "**Yes"** to a numbered question, please complete all the questions that follow in that section.
- If you answer "**No"** to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
If "Yes", answer questions a - j. If "No", move on to Section 2.

☐ NO ☑ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____ _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	□	□
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	□	□
c. Other impacts: _____ _____		□	□

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

l. Other impacts: _____ _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)

☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____ _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2)

☐ NO ☑ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☑	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

g. Other impacts: _____ _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. ☑ NO ☐ YES
(See Part 1. D.2.f., D,2,h, D.2.g)
If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____ _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES
If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	□	□
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	□	□
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	□	□
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____ _____	E1b	□	□
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	□	□
j. Other impacts: _____ _____		□	□

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	**No, or small impact may occur**	**Moderate to large impact may occur**
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	□	□
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, Elb	□	□
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	□	□
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	□	□
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	El a, E1b	□	□
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	□	□
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	□	□
h. Other impacts: _____		□	□

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____ _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☐ NO ☑ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☑	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☑	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: SHPO	E3g	☑	☐

d. Other impacts: _____ _____		☐	☐
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☑	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☑	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☑	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	□	□
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	□	□
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	□	□
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	□	□
e. Other impacts: _____ _____		□	□

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	□	□
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	□	□
c. Other impacts: _____ _____		□	□

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____ _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. ☑ NO ☐ YES
(See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☐	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☐	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☐	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☐	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☐	☐
f. Other impacts: _____ _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may cccur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____ _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, Elb	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____ _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____ _____		☐	☐

PRINT FULL FORM

RESOLUTION NO.: 221 - 2015

OF

SEPTEMBER 14, 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE DEVELOPMENT OF SOUTH STREET WATERFRONT PARK, TYPING THE ACTION AS AN UNLISTED ACTION AND ADOPTING AN ENVIRONMENTAL ASSESSMENT FORM WITH RESPECT THERETO

WHEREAS, the City of Newburgh proposes to develop South Street Waterfront Park located at the terminus of Front Street in the City of Newburgh; and has been awarded an Environmental Protection Fund grant from the New York State Office of Parks, Recreation & Historic Preservation to make such improvements; and

WHEREAS, the South Street Waterfront Park Development Project (the "Project") will include the research and development of preliminary design documents of the proposed park; evaluating the need for easements or other right of way access; development of final design documents and cost estimates; and an analysis of necessary federal, state and local permits and approvals along with the preparation of permit applications for construction; and

WHEREAS, in order to comply with the State Environmental Quality Review Act (SEQRA), the City Council of the City of Newburgh hereby assumes Lead Agency status; types this action as an Unlisted Action; and adopts Parts I and II of the Environmental Assessment Form ("EAF");

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares itself as the Lead Agency for the environmental review of the action pursuant to 6 NYCRR 617.6; and

2. Classifies the Project as an Unlisted action; and

3. Adopts the Parts I and II of the Environmental Assessment form attached hereto and authorizes the City Manager to execute same on behalf of the City Council of the City of Newburgh.

I, Lorene Vitek, 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 9/14/15 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15 day of Sept 20 15

City Clerk

RESOLUTION NO.:_____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PITNEY BOWES FOR AN AMOUNT NOT TO EXCEED $138.21 PER MONTH FOR 36 MONTHS FOR A NEW POSTAGE MACHINE FOR THE CODE COMPLIANCE BUREAU

WHEREAS, the current postage meeting in the Code Compliance Bureau is at the end of its lease and must be replaced; and

WHEREAS, a machine is available at a competitive price from Pitney Bowes at a cost of $138.21 per month for a term of 36 months with such funding to be derived from A.3620.0444.0000.0000 pursuant to the terms of a contract attached hereto; and

WHEREAS, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to lease a new postage machine for the Code Compliance Bureau.

PITNEY BOWES LEASE AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

Your Business Information

CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFF

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
83 BROADWAY # 4	NEWBURGH	NY	12550-5617
Billing Address: Street	City	State	Zip+4
		21774174862	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
123 GRAND ST	NEWBURGH	NY	12550-4613
Installation Address *(If different from billing address)* : Street	City	State	Zip+4
		20735175869	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Lessee PO #	Delivery CAN #	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	DM225 Digital Mailing System
1	IntelliLink Interface / PSD for DM125 / DM225
1	Basic Accounting (25 Dept) Software
1	5 lb Integrated Weighing
1	Professional Installation
1	Integrated Weighing Platform
1	pbSmartPostage Free
1	IntelliLink Subscription

Check additional items to be included in client's payment

[X] **Service Level Agreement**
Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')

[ ] **Software Maintenance (additional terms apply) -** *Provides revision updates & technical assistance*

[X] **Meter Rental**
( ) Value Based Services (not including USPS fees which will be charged separately)

[ ] **Purchase Power®** - *A line of credit providing a convenient way to mail now and pay later. Consolidate meter postage, permit postage and supplies under one account — see terms & conditions*

[ ] **Equipment Replacement Program** – *Protection in case of loss or damage to leased equipment*
( )Yes I want to enroll in the **ValueMAX®** equipment replacement program
(x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in Section L9)

Your Payment Plan

Initial Term : **36** **months**

Number Of Months		Monthly Amount	Billed Quarterly At*
First	36	$138.21	$414.63

( ) Required advance check of $( ) received
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

**Does not include any applicable sales, use, or property taxes which will be billed separately; payment plans begin after any applicable Interim Usage Period.*

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 1/14), which are available at www.pb.com/terms and are incorporated by reference. **You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional.** The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX℠ equipment replacement program (see Section L9 page 2) for an additional fee.

Lessee Signature	Pitney Bowes Signature
Print Name	Print Name
Title	Title
Date	Date
Email Address	

Sales Information

Chris Beaton	007
Account Rep Name	District Office

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PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **You may not cancel this Lease for any reason. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

(a) enter into a new lease with us;

(b) purchase the Equipment "as is, where is" for fair market value; or

(c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

(a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).

(d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).

(f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

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RESOLUTION NO.: _____-2016

OF

JANUARY 25, 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO STEP-UP PROPERTIES, LLC TO THE PREMISES KNOWN AS 119 MONTGOMERY STREET (SECTION 19, BLOCK 1, LOT 13)

WHEREAS, on October 29, 2015, the City of Newburgh conveyed property located at 119 Montgomery Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 19, Block 1, Lot 13, to Step-Up Properties, LLC; and

WHEREAS, Step-Up Properties, LLC, by their attorney, 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 recommends such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 119 Montgomery Street, Section 19, Block 1, Lot 13, 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 October 29, 2015, from the CITY OF NEWBURGH to STEP-UP PROPERTIES, LLC, recorded in the Orange County Clerk's Office on November 10, 2015, in Liber 13969 of Deeds at Page 317 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: _____, 2016

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per to Resolution No.: _____-2016

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

On the _____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RECORD & RETURN TO:

RESOLUTION NO.: _____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 57-58 WILLIAMSBURG DRIVE (SECTION 1, BLOCK 2, LOT 29) AT PRIVATE SALE TO JOHN TEIXEIRA FOR THE AMOUNT OF $45,000.00

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 57-58 Williamsburg Drive, being more accurately described as Section 1, Block 2, Lot 29 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before April 24, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
57-58 Williamsburg Drive	1 - 2 - 29	John Teixeira	$45,000.00

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

Terms and Conditions Sale
57-58 Williamsburg Drive, City of Newburgh (1-2-29)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 24, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

Purchase Proposal Summary

Location:	**57-58 Williamsburg Drive**
Tax Map Number:	1-2-29
Property Class:	220—Two Family Residential
Zoning:	RL—Residential Low Density
Description:	Semi-attached 2-family home; Year built: 1988; 2 Apartments—One 3-bedroom (2nd floor) and one 2-bedroom (1st floor), Total of 2538sf of living area; 2-car garage; 5 bedrooms; 4 baths; lot size: 98 x 82
Condition:	Average/Fair
Assessed Value:	$153,700
Annual Taxes:	$ 8,066+/-
Selling Price:	$ 61,480 @ 40%
	$ 46,110 @ 30%

The city acquired this property: February 2015

Offer Information:

Name:	John Teixeira
Offer Price:	**$ 45,000**
Construction Estimate:	$ 27,100+/-
Proof of Financing:	Wells Fargo and Chase accounts.

Comments: Although this home is currently rented, it still needs work. There were many leak marks on the second floor ceiling indicating some roof and gutter repair. The siding needs repainting and/or replacing in several areas. Some significant settlement was noted in the foundation. One or both furnaces may need replacing, the plumbing and the electrical system need attention. The purchaser lives in Garrison but manages many properties throughout the Hudson Valley. At this time, he owns no other properties in the City of Newburgh. It should also be noted that the purchaser has good credit.

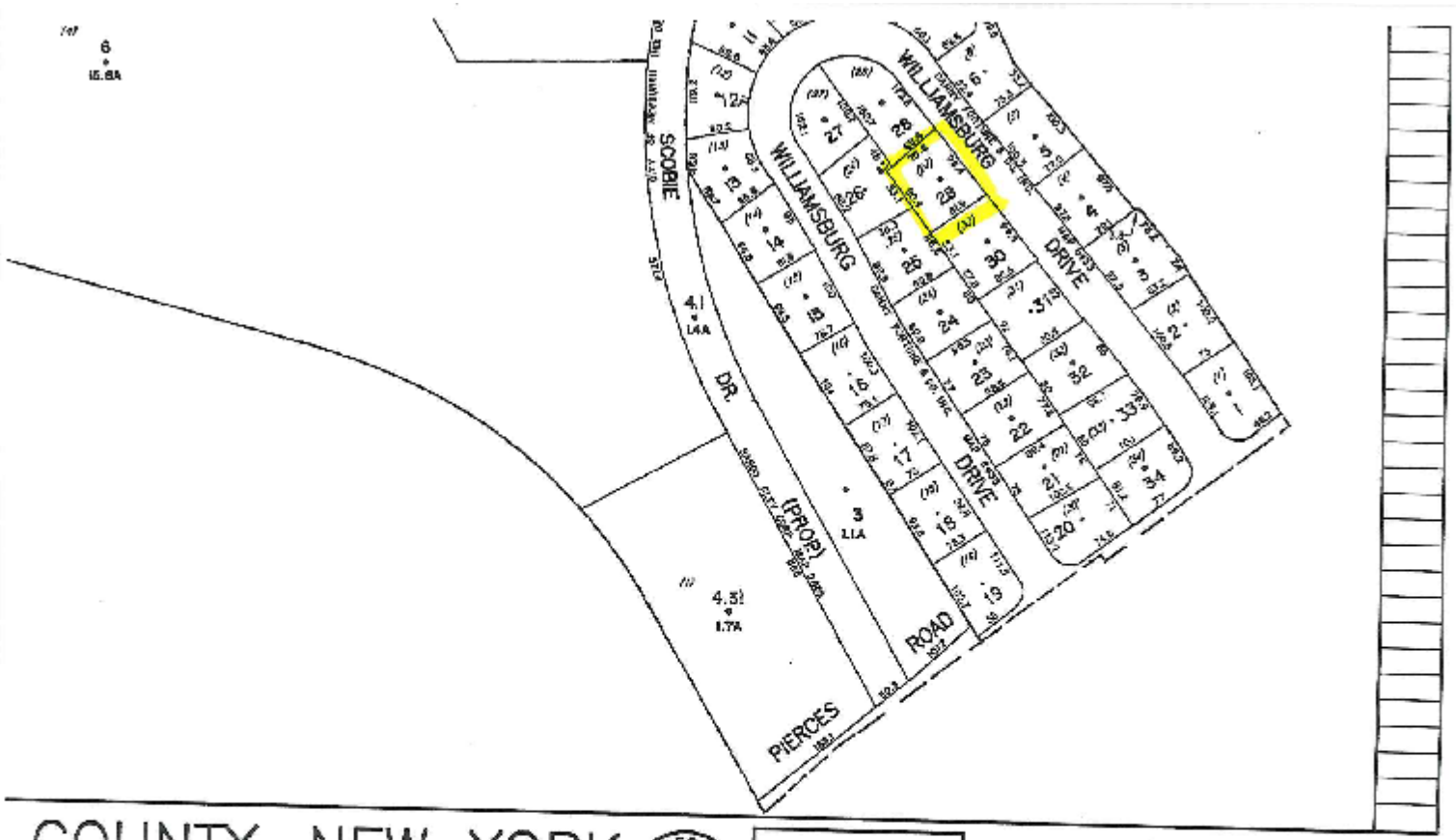
Side & Rear View

Settlement

2nd Floor Ceiling Leak Marks

2nd Floor Interior

Bath



COUNTY—NEW YORK

NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE ORANGE COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE O.C. REAL PROPERTY TAX SERVICE AGENCY

NOT TO BE REPRODUCED FOR COMMERCIAL PURPOSES FOR TAX PURPOSES ONLY NOT TO BE USED FOR CONVEYANCE

ADJOINING REFERENCE

331100
CITY OF NEWBURGH

Scale 1" = 100' Section No. 1

TAX YEAR 2015

Proposal Form

Contact Information:

Name: John Teixeira
Business Name (If Applicable): _____
Address: 15 steuben rd
City, State & Zip: Garrison NY 10524
Home phone: 9144698407
Business Phone: 9142452233
Mobile Phone: 9144698407
E-mail: Teixeiratrue@gmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 57-58 Williamsburg Newburg
SBL#: 1-2-29

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

____ Single Family Yes____ No____

✓ Multi-Family Yes____ No____ # Units: 2

____ Commercial ____ Industrial

Offer Purchase Price: $45,000.00

Does your proposal conform with existing zoning? Yes ✓ No____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: $27,100.00

Who will be doing the work? ✓ Self ✓ Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: Mike mosney
Architect: Tony Viera
Engineer: _____

Estimate of repair cost document attached

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	1600 Linclon terr Peekskill ny 10566	1281 Ivy rd mohegan lake NY 10547
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	investor / contractor owner	investor contractor
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Substantial rehabilitation	Substantial rehabilitation
Use: (i.e. single-family, multi-family rental or commercial)	multi Family	Single family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project	3 units	1 unit
If commercial, total square footage of project		
Systems Replaced		
Total Development Costs	$60,000	$40,000
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	100% Completed	100% Completed
Government Program, if any (provide name of program and agency, name and current phone of reference)		

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No ✓ Yes_____ (attach explanation)

Finances:

I am providing:
- ___ Personal Financial Statement
- ___ Letter from Lender/Investor
- ✓ Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No ✓

What You should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

_____ 12-15-15
Signature Date

John Teixeira SS# [redacted] Date of Birth [redacted]
Print Name

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

ESTIMATE OF REPAIR AND COST

For: 57-58 Williamsburg

Newburg New York

EXTERIOR:

Roof: Several Leaks noted in 2nd floor apartment ceilings. Replace entire roof. $6,000.00

Gutters/Leaders: Some missing. Replace all. $1,200.00

Siding: Replace some damaged wood siding, power wash, paint entire house. $4,200.00

Doors: Exterior doors, including storm doors need repair or replacement. $1,200.00

Steps: Front step entrance to each apartment, need to be repair or possible replacement. $ 300.00

Foundation: Needs reinforcement back right side of house. Approximately $1,500.00

INTERIOR:

Boilers: Both need attention. One seems to need replacement. Tenant from 2nd floor and I observed a strong gas odor from boiler area. Second floor tenant claims most of the time heat does not work. Tenant also claims, when it does, some radiators don't put out any heat. The 2nd floor apartment had several heaters plugged in. Cost to replace one gas boiler & service the other. $4,500.00

Plumbing: 2nd Floor, under kitchen sink leaking, master bath toilet leaking to down stairs apartment.

The tub water constantly running, dishwasher broken. Tenant Claims she owns frig and stove.

To repair leaks, replace dishwasher, frig, stove. $2,000.00

First Floor, tenant claims she can't use master bath, leaks all over the place. Renovate. $2,500.00

First and 2nd floors missing washer and dryer

Interior doors: 2nd floor apartment missing all closet doors. $ 900.00

Floors: Need some attention

Walls: Both apartments are in need of painting once tenants move, especially the 2nd floor ceilings from roof leaking. $2,200.00

Electric: 2nd floor tenant has extension cords all over the place, claims some plugs don't work. A license electrician must be hired to see what the problem is. $600.00

There are small repairs:

A wall between the two garages should be installed and new lock. At this time, it's all open and the 2nd floor tenant is the only one with a key having access to the 1st floor tenants belongings.

Some light fixtures need replacement, some landscaping needed.

These prices can range once I start working on the house depending on findings.

Thank You,

John Teixeira

(914) 469-8407

Total of proposed repairs is : 27,100.00

WELLS FARGO

Date: december 15/2015

To: whom it may concern

P

Regarding Customer:
JOHN A TEIXEIRA
15 STEUBEN RD
GARRISON NY 10524

To Whom It May Concern:

This letter is verification that the customer named above has an account with Wells Fargo. This account number ending in -1952, was opened 02/27/2014 and has a current balance of $54,842.00.

If you need deposit information, refer to the customer named above. The account holder can provide deposit information from their monthly statements.

If you have any questions please call us at 1-800-TO-WELLS (1-800-869-3557). Phone Bankers are available to assist you 24 hours a day, 7 days a week.

Sincerely,

Paul F Bongiovanni
Personal Banker 2
(845)223 3263

© 2010 Wells Fargo Bank, N.A. All rights reserved. Member FDIC.
DSG4236 (7-10 129971)

Customer Record

DOROTHY DO... KATHLEEN M... DEBORAH L R... ANA ARVELA Add (/svp/mod/c...

Checking/Savings Account Detail

CUSTOMER RECORD (/SVP/MOD/CUSTOM[redacted]5)

Wells Fargo High Yield Savings

NEW YORK 348

Balance

View History [redacted]

[redacted] | OPENED 05/02/2011 | 4 Years | ACTIVE

Ledger Balance:	$27,014.60
Available Balance:	$27,014.60
Average Balance Last 12 Months:	$27,002.85
Insufficient Funds/Overdraft Today:	No
Balance Sweep:	None
Last ACH Direct Deposit:	None

(/svp/mod/account/DDA/348/9271697808/725666009750625/detail)

Provides				
Yes	Click for detail	Stop Pay - No Holds - No Pledges - No	Paper 12/31/2015	

Account Relationships

Tax Responsible Customer: ANA ARVELA (/svp/mod/customerRecord/725666009750625)

Related Accounts & Convenience Services

Linked Debit/ATM Cards

None

Additional Relationships

ANA ARVELA (/svp/mod/customerRecord/725666009750625)	Sole Owner
JOHN A TEIXEIRA (/svp/mod/customerRecord/574678862013311)	Beneficiary

Brokerage Settlement Relationships

None

Other

PMA Relationship	Related Account
Relationship Pricing	No

Account Title

Statement/Mailing Name: ANA ARVELA
POD JOHN A TEIXEIRA

Basic Information

Account TIN: SSN | [redacted] View

Certification: W-9 Certification

Line of Business: RETAIL CONSUMER

Money Services: No

[redacted]
Wells Fargo Bank N.A
V.P.
914-556-6687

RESOLUTION NO.: _____- 2016

OF

JANUARY 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 169 ½ LIBERTY STREET (SECTION 30, BLOCK 5, LOT 12.1) AT PRIVATE SALE TO SARAH BECKHAM HOOFF AND AARON LATOS FOR THE AMOUNT OF $7,000.00

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 169 ½ Liberty Street, being more accurately described as Section 30, Block 5, Lot 12.1 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before April 24, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchasers	Purchase Price
169 ½ Liberty Street	30 - 5 - 12.1	Sarah Beckham Hooff & Aaron Latos	$7,000.00

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

Terms and Conditions Sale
169 ½ Liberty Street, City of Newburgh (30-5-12.1)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right

of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

8. Notice is hereby given that the property is vacant and unoccupied. This parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
9. 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.
10. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
11. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
12. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 24, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
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14. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
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, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
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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 and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
18. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

Purchase Proposal Summary

Location:	**169 1/2 Liberty Street**
Tax Map Number:	30-5-12.1
Property Class:	481—Attached Row Building
Zoning:	DN—Downtown; EEH—East End Historic District
Description:	Attached 2-story building; Year built: 1852; 1st floor—Commercial space; 2nd floor, 3-room apartment, Total of 1404sf of gross floor area; lot size: 13 x 64
Condition:	Fair
Assessed Value:	$ 68,200
Annual Taxes:	$ 4,016+/-
Selling Price:	$ 20,460 @ 30%
	$ 6,820 @ 10%

The city acquired this property: February 2015

Offer Information:

Name:	Sarah Beckham Hooff & Aaron Latos
Offer Price:	**$ 7,000**
Construction Estimate:	$ 60,000+/-
Proof of Financing:	AXA Investment Account.

Comments: The purchasers plan to use the building as a live/work space: they plan to reside in the 2nd floor apartment and use the first floor commercial space for private music lessons as well as a rehearsal space. They fallen in love with Newburgh and decided to relocate here. They both plan to work in the greater Newburgh area. The building needs repairs and updates. The interior condition is rapidly deteriorating due to the roof leaks. The leaks are now impacting the 1st floor too. The couple will be spending a considerable amount of money ($60,000) redesigning the first floor space, completely renovating the 2nd floor apartment and incorporating some “green” construction techniques into their overall plan. This is an innovative repurposing of this building for an owner occupant and a home business.

Rear View

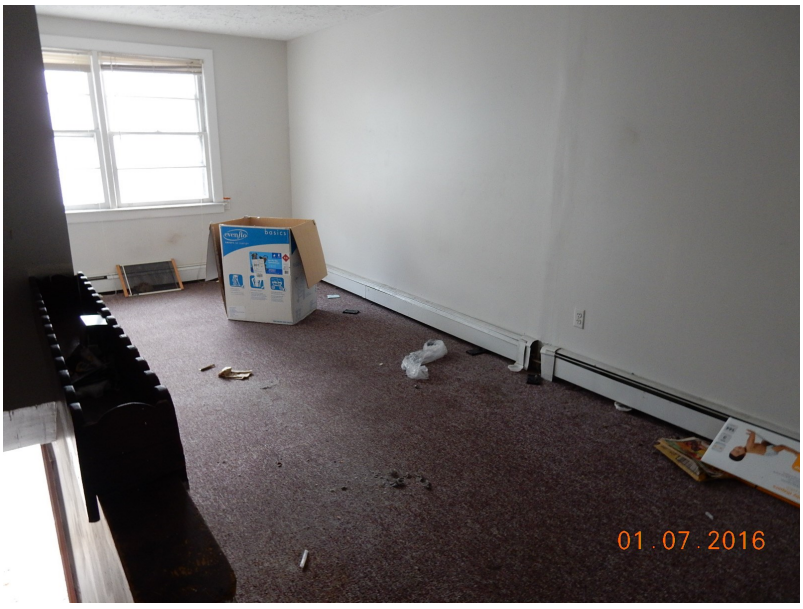
Ist Floor Commercial Space

2nd Floor Ceiling Leak Marks

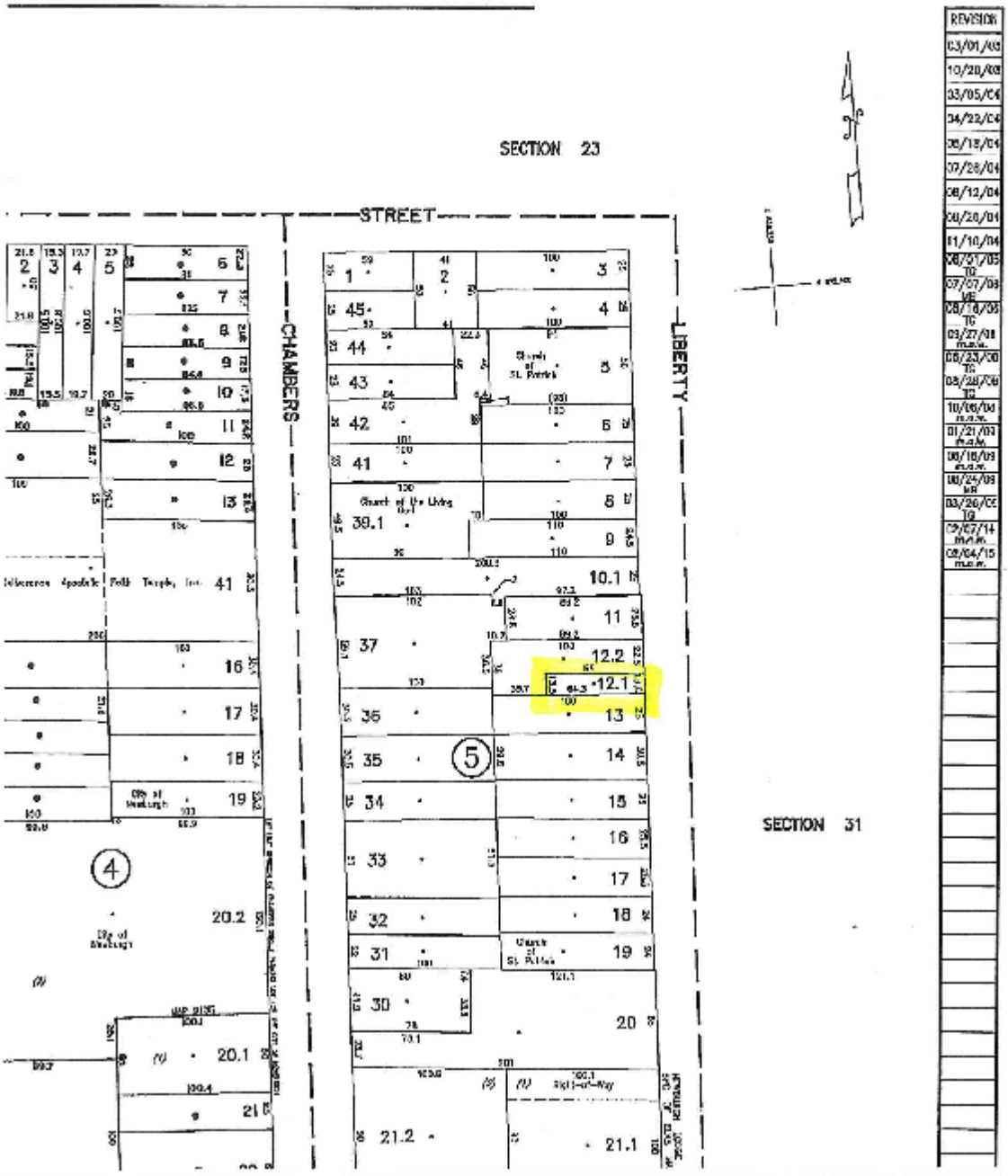
2nd Floor damage to flooring

2nd Floor bath

2nd Floor Kitchen



2nd Floor bedroom/living room area


SECTION 23
STREET
CHAMBERS
LIBERTY
SECTION 31
REVISION
03/01/03
10/20/03
03/05/04
04/22/04
05/13/04
07/28/04
08/12/04
09/20/04
11/10/04
08/01/05 TO
07/07/08 ME
08/18/05 TO
03/27/08 m.o.w.
05/23/06 TO
08/28/06 TO
10/05/06 m.o.w.
01/21/09 m.o.w.
06/15/09 m.o.w.
08/24/09 MR
03/26/08 TO
09/07/14 m.o.w.
08/04/15 m.o.w.

Proposal Form

Contact Information:

Name: Sarah Beckham Hooff & Aaron Latos (husband)
Business Name (If Applicable): _____
Address: 86 Washington St.
City, State & Zip: Newburgh, NY, 12550
Home phone: _____
Business Phone: _____
Mobile Phone: 304.280.8768
E-mail: sbhooff@gmail.com
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 169 1/2 Liberty St.

SBL#: 30-5-12.1

Order of Preference: (If submitting more than one proposal): 1

Type of Project:

X Single Family Yes X No____

____ Multi-Family Yes____ No____ # Units:____

X Commercial ____ Industrial

Offer Purchase Price: $ 7,000

Does your proposal conform with existing zoning? Yes X No____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **$** 60,000

Who will be doing the work? X Self X Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: Johny Ramirez
Architect: _____
Engineer: _____

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	1400 Washington Farms Wheeling, WV 26003	544 WV Highway 47 West Linn, WV 26384
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	Resident renovator	Resident renovator
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Substantial renovation of 18th century farmhouse and barn buildings.	Substantial renovation and addition to 19th century farmhouse and craftsman production space (commercial pottery fabrication).
Use: (i.e. single-family, multi-family rental or commercial)	Single family home + farm use buildings.	Single family home + commercial buildings.
Number of Buildings in Project	3	5
Total Number of Residential Units in Project	1	1
If commercial, total square footage of project		Of commercial buildings: aprox. 3400 sqft.
Systems Replaced	Water, ventilation and heating, much of electric system	n/a
Total Development Costs	30K	100K
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)	80% Completed	Completed
Government Program, if any (provide name of program and agency, name and current phone of reference)	n/a	n/a

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No_X_____ Yes_____ (attach explanation)

Finances:

I am providing:
____ Personal Financial Statement
____ Letter from Lender/Investor
_X_ Personal or Business Bank Statement
____ Evidence of project funding
____ Developers should provide three years financial statements

Business Relationship:

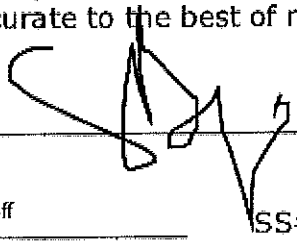
Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes_____ No_X___

What You should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.



Signature _____ 4 January 2016 Date

Sarah Beckham Hooff Print Name _____ SS# [redacted] Date of Birth [redacted]

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

Sarah Beckham Hooff & Aaron Latos
January 2016

169 ½ Liberty St.

Project Description:

Sarah Hooff and husband Aaron Latos plan to use the property at 169 ½ Liberty St. as a combined home/work space, taking advantage of the property's existing 'multiple use' zoning.

The couple are Newburgh residents, currently renting near Washington's Headquarters. Hooff & Latos are both invested in community development in Newburgh, as Hooff will soon begin contracting for the environmental design company working on the Safe Harbours of the Hudson Park at Broadway and Liberty, and Latos has been approached to teach music privately and will also pursue work with Newburgh Performing Arts Academy.
They plan to live in Newburgh long-term to grow their careers, home business, and family. More about them at www.SarahBeckhamHooff.com and www.AaronLatos.com.

While the downstairs be used as a music teaching studio and rehearsal space, the upstairs residential apartment at 169 ½ will be used as a private residence for the couple. After consulting with City Planner Alexandra Church, we have confirmed our planned activities are in compliance with zoning and city code with regards to noise and quite hours, etc. Additionally, Hooff & Latos have budgeted for additional sound proofing and treatment of the lower level to minimize any nuisance to adjacent properties. Latos has experience with such work, having undertaken the successful soundproofing and sound treatment of several rehearsal and recording studios in NYC.

Initial renovations will be contracted out to an outside contractor; projected costs have been estimated by contractor Johny Ramirez, who was present at a viewing of the property on January 8th, 2016. Extensive roof repairs and water/mold remediation are in order, and this has been budgeted for. Small repairs will be made by Hooff & Latos, as both have experience with the renovation and updating of old structures, both residential and commercial.

Beyond basic renovations, investigations will be made with a general contractor and architect to determine if the structure can support a green urban roof structure. If so, we will consult to determine if city code and zoning will allow for this type of 'green development' at 169 ½ Liberty. Hooff

holds advanced degrees and works in the environmental field, and has experience with green design and implementation.

As advised by the consulting general contractor, Hooff & Latos have set aside a minimum budget of $60,000 for the project, to be drawn from personal cash savings. A personal account statement verifying funds in excess of this budget is attached to this application. A budget of projected costs in included below.

Our offer of $7,000 for this approximately 1400 sq ft property has been calculated after visiting the property with David Kohl and our general contractor. While the asking price is significantly higher than our offer, it is our belief that the asking price of approximately 20K (30% of assessed value) was calculated before significant water damage resulted in the disintegration of the roof, damage to second floor and subfloor, damage of insulation and drywall in the first floor ceiling, and the start of a significant black toxic mold and mushroom infestation.
Estimated costs to repair water damage that has reportedly occurred mostly since David Kohl visited the property in the fall of 2015 (roof, floor, ceiling, toxic mold inspection and remediation) total $17,500. It should also be noted that upon visiting the property on January 8th, it was noted that many items (notably beauticians' chairs and vanities) have been removed from the property since Mr. Kohl's previous visit, indicating to us that the property's security is compromised, most likely via a padlocked back door grate.

Hooff & Latos hope that this damage can be taken into account when evaluating our offer price and deciding on the sale of the property. We intend to be long-term residents and business owners at 169 ½ Liberty, and would like to purchase the property to stabilize the roof leak and secure the property ASAP before more damage, theft, or looting of pipes, etc. occurs.

CATEGORY & ITEM	COST	NOTES
EXTERIOR		
Roof, including gutters & downspouts	11,000	Complete roof replacement.
Widows	3,000	Replacement of damaged windows: 1 historical street-facing window, other side and back windows.
Landscaping/ back lot	500	Clean up; installation of small garden and fruit tree.
INTERIOR		
First Floor		
Demolition	1,000	Disposal of water-damaged drywall, etc. Dumpster rental.
Repair water-damaged ceiling & insulation	2,000	Roof leak has compromised integrity of first floor ceiling.
Acoustical treatment	5,000	Preventing sound bleed to neighbors and improving sound quality of room.
Second Floor		
Demolition	7,000	Removal of water damaged carpet, drywall; Removal of extensive mushroom and mold growth.
Plumbing & Electric re-routing	5,000	If necessary after ensuring integrity of systems.
Heating system	12,000	Replacement of questionable steam heating system.
Flooring	3,000	Environmentally sustainable bamboo flooring.
Kitchen remodeling	6,000	Replacement of broken/ water damaged cabinets, appliances.
Repair water-damaged drywall & insulation	3,000	Extensive leak in roof resulted in direct water damage as well as mold growth.
Mold inspection	500	Determine extend and hazard of mold/mushroom growth.
Mold remediation	1,000	Replacement of drywall, professional cleaning.
TOTAL	60,000	

Investment Account

Statement Period
October 1 to October 31, 2015

SARAH BECKHAM HOOFF 5516 UPPINGHAM ST.	[redacted]
Investment Objective	Growth

SARAH BECKHAM HOOFF
5516 UPPINGHAM ST.
CHEVY CHASE MD 20815

Total Value of Your Account as of October 31, 2015 — $100,014.98

INVESTMENTS HELD AT LPL FINANCIAL

Previous Year-End Value as of December 31, 2014	**$0.00**
Beginning Value as of October 1, 2015	**-$1,414.14**
Additions	100,000.00
Withdrawals	—
Dividends, Interest and Capital Gains	-64.70
Other Account Activity[1]	-30.00
Increase/decrease in Market Value[2]	1,523.82
Ending Value as of October 31, 2015	**$100,014.98**

	Year-End Value December 31, 2014	Value on September 30, 2015	Value on October 31, 2015
TOTAL VALUE OF YOUR ACCOUNT	—	-$1,414.14	$100,014.98

Your Financial Professional:
William B Bruno (703)207-0900
Suite 250
3141 Fairview Park Drive
Falls Church, VA 22042

Clearing Through LPL Financial
Member FINRA/SIPC
4707 Executive Drive, San Diego, CA 92121-3091
75 State Street, 24th Floor, Boston, MA 02109-1827

AXA Advisors, LLC
Member FINRA/SIPC
1290 Avenue of the Americas
New York, NY 10104-2702

1 Includes fees, expenses and other activity during the Statement period. See "Account Activity".
2 Increase/decrease in Market Value reflects the impact of changes in the value of securities held in your LPL Financial account, as well as the impact of any transfers of securities into or out of your account during the statement period.

AXA ADVISORS

COPY

RESOLUTION NO.: _____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 20 GROVE STREET (SECTION 26, BLOCK 8, LOT 10) AT PRIVATE SALE TO NATALYA FREDERICKS FOR THE AMOUNT OF $7,000.00

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 20 Grove Street, being more accurately described as Section 26, Block 8, Lot 10 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before April 24, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
20 Grove Street	26 - 8 - 10	Natalya Fredericks	$7,000.00

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

Terms and Conditions Sale
20 Grove Street, City of Newburgh (26-8-10)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation and apportionment of the 2016 City and County taxes. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing except that where the water meter reading nets a usage to the purchaser of less than 6 units for the quarterly bill, the purchaser shall be responsible for a minimum water and sewer bill of six units.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. Notice is hereby given that the property is occupied. This parcel is being sold subject to the City's Rental License Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the rental license fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 24, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least ten (10) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

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

Purchase Proposal Summary

Location:	**20 Grove Street**
Tax Map Number:	26-8-10
Property Class:	220—Two Family Residential
Zoning:	RL—Residential Low Density
Description:	2-family home; Year built: 1893; Two duplex-style apartments—one is rented, the other is vacant. Total of 2520sf of living area. No off-street parking. Lot size: 50 x 84
Condition:	Fair/Poor
Assessed Value:	$ 76,800
Annual Taxes:	$ 4,031+/-
Selling Price:	$ 23,040 @ 30%
	$ 7,680 @ 10%

The city acquired this property: February 2015

Offer Information:

Name:	Natalya Fredericks
Offer Price:	**$ 7,000**
Construction Estimate:	$ 55,000+/-
Proof of Financing:	Hudson Valley Federal Credit Union account.

Comments: Although this home is currently partially rented, it needs major renovation work. The 2-story unit on the right (when facing the front) is unoccupied. Apparently the previous owner began some work on this unit and stopped. The purchaser is planning a complete renovation of the property: new heating system, new windows, new plumbing, new flooring, etc. The left section of the property is occupied but everything in the unit is old. Only the front of building has vinyl siding—the rear and sides have asbestos shingles. The purchaser owns several properties in the City of Newburgh. She is current on her tax and municipal obligations—as per the City of Newburgh's Tax Collector's Office.

Side & Rear View

Kitchen & Bath—Occupied Unit

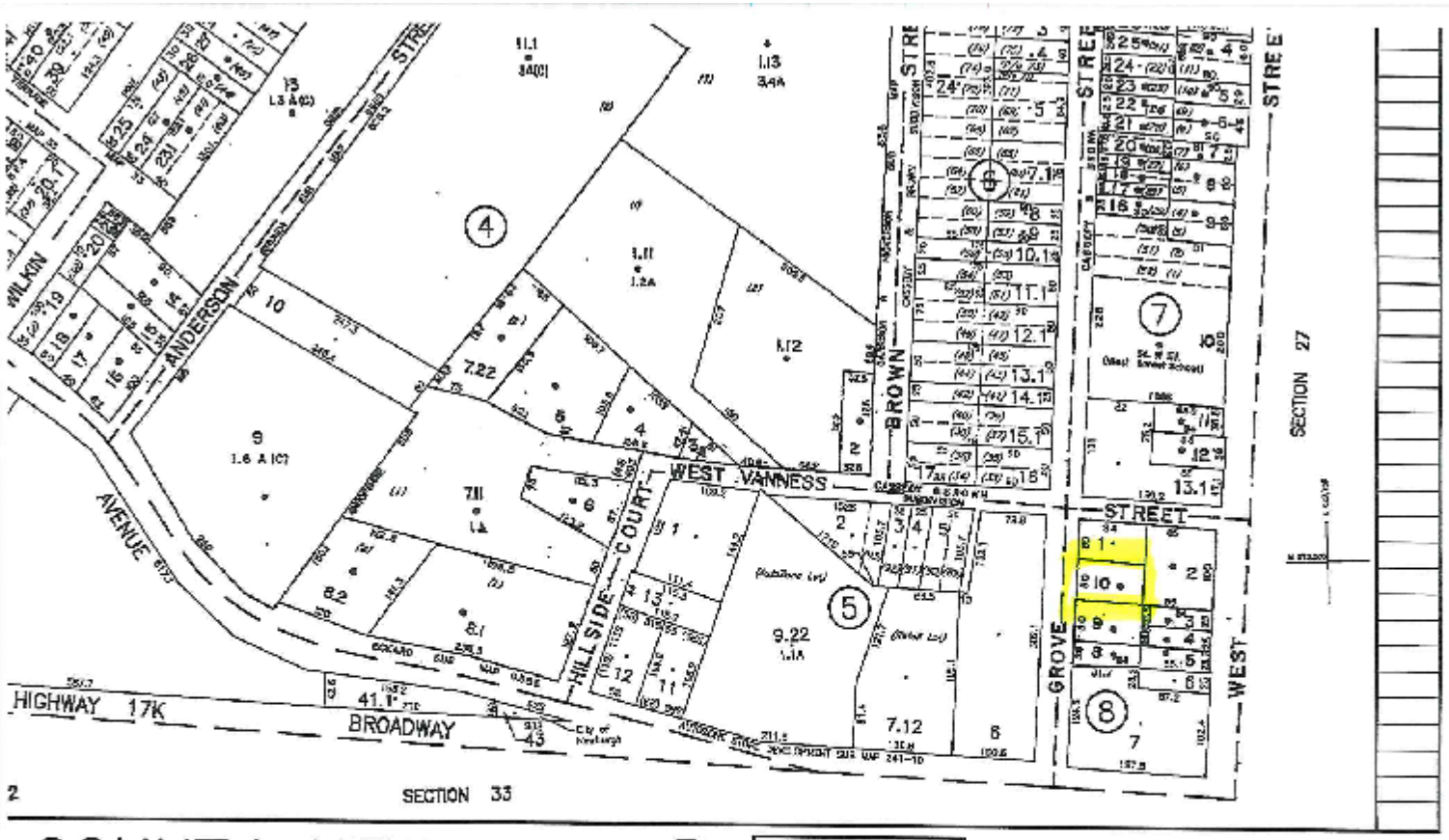
Bedroom—Occupied Unit

1/4 Bath—Occupied Unit

Unoccupied unit's bath and living room

Unoccupied unit's bedrooms

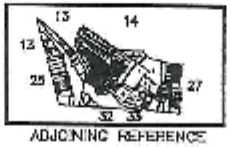
Unoccupied Unit's bedroom and kitchen



COUNTY—NEW YORK

NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE ORANGE COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE O.C. REAL PROPERTY TAX SERVICE AGENCY

NOT TO BE REPRODUCED FOR COMMERCIAL PURPOSES FOR TAX PURPOSES ONLY NOT TO BE USED FOR CONVEYANCE



ADJOINING REFERENCE

331100
CITY OF NEWBURGH

Scale 1" = 100' Section No. 26

TAX YEAR 2010

Proposal Form

Contact Information:

Name: Natalya Fredericks
Business Name (If Applicable): Step Up Properties, LLC
Address: P.O. Box 144
City, State & Zip: Vails Gate, NY 12584
Home phone: (845) 537-5995
Business Phone: —
Mobile Phone: —
E-mail: n/a
Federal I.D. No. (If Available): _____

Information on Bid Property:

Property Address: 20 Grove St, Newburgh, NY 12550
SBL#: 26-8-10

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

____ Single Family Yes____ No____

V Multi-Family Yes____ No____ # Units: 2

____ Commercial ____ Industrial

Offer Purchase Price: $ 7,000

Does your proposal conform with existing zoning? Yes V No____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **$** 55,000 (27,000 per unit)

Who will be doing the work? V Self ____Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor: Myself (Natalya Fredericks)
Architect: n/a
Engineer: n/a

Development Experience:

	Project No. 1	Project No. 2
Project location: Please list all addresses (not merely project name). Include street number, street, city and zip	20 Grove St, Newburgh, NY	
Role (i.e. managing partner, limited partner, general contractor, architect, lawyer, investor, consultant).	An Investor	
Type of Project: (i.e. new construction, substantial rehabilitation, moderate rehabilitation)	Substantial rehabilitation	
Use: (i.e. single-family, multi-family rental or commercial)	Multi-family	
Number of Buildings in Project	2	
Total Number of Residential Units in Project	2	
If commercial, total square footage of project		
Systems Replaced	Heating, electric	
Total Development Costs	$55,000	
Current Status (predevelopment, in construction, ___% complete, completed, converted to permanent financing)		
Government Program, if any (provide name of program and agency, name and current phone of reference)	none	

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No_V_ Yes_____ (attach explanation)

Finances:

I am providing:
- _V_ Personal Financial Statement
- ___ Letter from Lender/Investor
- ___ Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes_____ No_V_

What You should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

Natalya Frederiks 1/12/2016
Signature Date

Natalya Frederiks SS#_____ Date of Birth _____
Print Name

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

20 Grove St, Newburgh, NY

REPAIR COST ESTIMATE AND SCHEDULE		
EXTERIOR	**ESTIMATED START DATE (I.E., MARCH 2016)**	**ESTIMATED COST**
ROOF		$ 3,000
GUTTERS/DOWNSPOUTS		$ 300
WINDOWS/DOORS		$ 8,000
SIDING/TRIM/EXTERIOR PAINTING		$ 2,000
FOUNDATION		$ TBD
STEPS, PORCHES, DECKS		$ 1800
LANDSCAPING		$ 500
OTHER:		$
OTHER:		$
EXTERIOR REPAIR SUBTOTAL		$ 15,800
INTERIOR	**ESTIMATED START DATE (I.E., MARCH 2016)**	**ESTIMATED COST**
CLEAN-OUT, INTERIOR DEMOLITION		$ 2,000
REMEDIATION		$
HEATING SYSTEM		$ 10,000
PLUMBING		$ 3,000
BATH(S)		$ 3,000
KITCHEN(S)		$ 3,000
INSULATION/DRYWALL		$ 3,000
INTERIOR DOORS		$ 2500
TRIM/INTERIOR PAINTING		$ 7,000
FLOORING		$ 4500
OTHER: Electric		$ 1,000
OTHER:		$
INTERIOR REPAIR SUBTOTAL		$
TOTAL EXTERIOR/INTERIOR REPAIR COST		$ 39,000

Total 54,800

HudsonValley®
FEDERAL CREDIT UNION
P.O. Box 1071 | Poughkeepsie, NY | 12602-1071
845.463.3011 | hvfcu.org

January 13, 2016

Dear To Whom it may concern:

This letter is to confirm the following verification of information that you requested:

Accounts:

Type of Account	Member Number/Account Number	Current Available Balance as of Date	Average Balance for Previous Two Months	Date Opened
				10/26/09
Money Market				

Loans:

Type of Loan	Member/ Account Number	Date of Loan	Original Loan Amount	Current Balance as of Date	Monthly Payment	Payoff Amount	Per Diem

Other Information:

This letter is to inform you that Natalya Fredericks is an existing member of Hudson Valley Federal Credit Union and as of 1/13/2016 has a balance in excess of $70,000. If any additional information is needed please do not hesitate to contact Amanda Pisciotto at 845-463-3011 ext 4545.

Employee Signature

1/13/2016
Date

JAN-13-2016 WED 01:15 PM HVFCU NEW WINDSOR FAX NO. 8455651312 P. 02

RESOLUTION NO.: _____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 91 MILL STREET (SECTION 38, BLOCK 4, LOT 60) AT PRIVATE SALE TO NATALYA FREDERICKS FOR THE AMOUNT OF $1,000.00

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 91 Mill Street, being more accurately described as Section 38, Block 4, Lot 60 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before April 24, 2016, being ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
91 Mill Street	38 - 4 - 60	Natalya Fredericks	$1,000.00

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

Terms and Conditions Sale
91 Mill Street, City of Newburgh (38-4-60)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid 2015-2016 School Taxes and any subsequent levies. Upon the closing the property shall become subject to taxation. Payment of the 2015-2016 School Taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. 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.
6. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
7. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
8. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before April 24, 2016. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

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

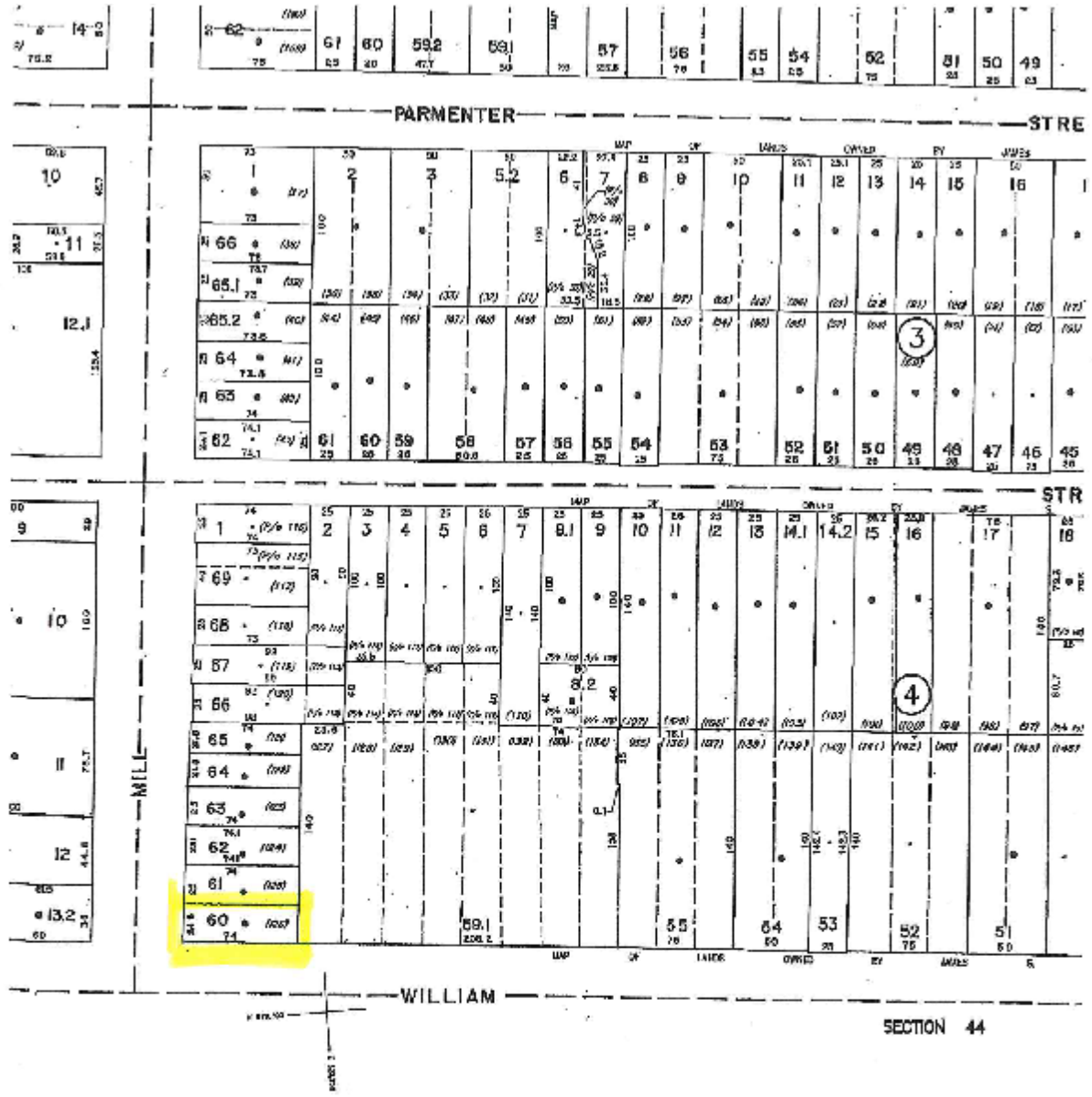
Purchase Proposal Summary

Location:	**91 Mill Street**
Tax Map Number:	38-4-60
Property Class:	311—Residential Vacant Land
Zoning:	RL—Residential Low Density
Description:	Vacant Lot—Dimensions: 24.9 x 74. The lot is located on the corner of South William and Mill Streets.
Condition:	N/A
Assessed Value:	$ 1,000
Annual Taxes:	$ 52.48+/-
Selling Price:	$ 1,000 @ 100%

The city acquired this property: February 2015

Offer Information:

Name:	Natalya Fredericks (SOL Properties LLC)
Offer Price:	**$ 1,000**
Construction Estimate:	$ N/A
Proof of Financing:	Hudson Valley Credit Union account.
Comments:	The purchaser wants to use this lot for additional parking for use by her tenants. She owns buildings near this parcel.



ORANGE COUNTY—NEW YOR

FILED PLAN BLOCK NO.	25 (A)
FILED PLAN LOT NO.	(A) or (7% 2)
STATE HIGHWAYS	N Y STATE RWY RT 17
COUNTY HIGHWAYS	COUNCY ROAD NO 4
TOWN ROADS	TOWN ROAD 1

Prepared by
Orange County Tax Map Department
124 Main Street, Goshen, N.Y. 10924
Phone 845.291.2488 Fax 845.291.2498

NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE ORANGE COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE O.C. REAL PROPERTY TAX SERVICE AGENCY

NOT TO BE REPRODUCED FOR CONVEYANCE PURPOSES FOR TAX PURPOSES ONLY NOT TO BE USED FOR CONVEYANCE

Proposal Form

RECEIVED 1/6/15

Contact Information:

Name: Natalya Fredericks
Business Name (If Applicable): SOL Properties, LLC
Address: PO Box 144
City, State & Zip: Newburgh, NY 12550
Home phone: n/a
Business Phone: n/a
Mobile Phone: (845) 537-5995
E-mail: natasha68@optonline.net
Federal I.D. No. (If Available): n/a

Information on Bid Property:

Property Address: 91 Mill St., Newburgh, NY 12550

SBL#: 38-4-60

Order of Preference: (If submitting more than one proposal): _____

Type of Project:

_____ Single Family Yes____ No____

_____ Multi-Family Yes____ No____ # Units:_____

_____ Commercial _____ Industrial vacant land

Offer Purchase Price: $ 1,000

Does your proposal conform with existing zoning? Yes ✓ No____

Renovation Estimate - How much do you anticipate investing in this project for renovations? Do not include offer purchase price: **$** n/a

Who will be doing the work? _____Self ____Other (complete below)

Please keep in mind that the City of Newburgh requires electrical and plumbing work to be performed by City licensed electricians and plumbers.

General Contractor:_____
Architect: _____
Engineer: _____

Do you (or your contractor) have a history of tax delinquency or code violations in the City of Newburgh? No_✓_ Yes_____ (attach explanation)

Finances:

I am providing:
- ✓ Personal Financial Statement
- ___ Letter from Lender/Investor
- ___ Personal or Business Bank Statement
- ___ Evidence of project funding
- ___ Developers should provide three years financial statements

Business Relationship:

Have you had a "business relationship" as defined in Chapter 34, Article 2 (B) (2) of the municipal code, with any City elected official in the 12 months prior to the due date of this proposal? Yes____ No_✓_

What You should Attach:

- Description of renovation plan with preliminary budget
- Verification of financial capacity
- Explanation of any tax delinquency/code violations (if applicable)

INFORMATION RELEASE:

It is our intent that all personal financial information submitted with this proposal to the Department of Planning and Development shall be considered confidential. I hereby authorize the City of Newburgh Department of Planning and Development to obtain credit reports and verify information supplied as part of this proposal. All information provided is true and accurate to the best of my knowledge.

Natalya Fredericks 1/6/2016

Signature Date

Natalya Fredericks SS# _____ Date of Birth _____

Print Name

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

HudsonValley®
FEDERAL CREDIT UNION
P.O. Box 1071 | Poughkeepsie, NY | 12602-1071

VERIFICATION OF INFORMATION

January 6, 2016

To whom it may concern:

Pickup ☒ Released by phone ☐

I Natalya Fredericks authorize HVFCU to release the following information:

OUR RECORDS INDICATE: The member(s) listed above has active accounts with Hudson Valley Federal Credit Union since 10/26/2009 and are in good standing. Natalya Fredericks account balance is currently over $60,000.

If you have any questions please feel free to contact us at 845-463-3011.

Natalya Fredericks
Member Signature

01/06/2016
Date

Beatriz Viviana Salvatierra – FST

01/06/2016
Date

RESOLUTION NO. _____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY LOCATED AT 169 PROSPECT STREET (SECTION 16, BLOCK 3, LOT 5) SOLD AT PRIVATE SALE TO CHERYLE BRANSON

WHEREAS, the Council of the City of Newburgh, New York, by Resolution No. 136-2015 of June 15, 2015, authorized the sale of 169 Prospect Street (Section 16, Block 3, Lot 5) to Cheryle Branson; and

WHEREAS, the City Manager granted the sixty (60) day allotted extension to close title on said premises on or before November 13, 2015; and

WHEREAS, by Resolution No.: 293-2015 of November 23, 2015, the City Council authorized a sixty (60) day extension to close on or before January 13, 2016; and

WHEREAS, due to continuing circumstances, specifically outstanding title issues, Ms. Branson is requesting an additional extension of time to close; and

WHEREAS, Ms. Branson resides at such premises; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 169 Prospect Street is hereby authorized until March 31, 2016.

RESOLUTION NO.: _____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION RE-AUTHORZING A LEASE AND AMENDING AN OPTION TO PURCHASE AGREEMENT WITH FREDERICK J. VISCONTI, JR. REGARDING REAL PROPERTY KNOWN AS 210 MILL STREET (SECTION 43, BLOCK 3, LOT 7.1)

WHEREAS, the City of Newburgh is the owner of property commonly known as 210 Mill Street, being more accurately described as Section 43, Block 3, Lot 7.1 on the Official Tax Map of the City of Newburgh; and

WHEREAS, the City of Newburgh has entered into State Assistance Contract No. C303491 with the New York State Department of Environmental Conservation for site remediation of 210 Mill Street under the Environmental Restoration Program; and

WHEREAS, Frederick J. Visconti, Jr. presented a proposal for the purchase and development of the aforementioned parcel; and

WHEREAS, the City agreed to enter into an option to purchase agreement with Mr. Visconti, or an entity of which he is the majority shareholder, member of partner, pursuant to Resolution No.: 133-2009 of August 10, 2009; and

WHEREAS, the City previously approved a lease agreement with Mr. Visconti, or an entity of which he is the majority shareholder, member of partner, by Resolution No.: 182-2008 of November 24, 2008; and

WHEREAS, the parties acknowledge the requirements of the New York State Department of Environmental Conservation ("NYSDEC") which mandate that no final sale of properties eligible for Environmental Restoration Program ("ERP") funding be concluded until and unless such remediation be satisfactorily completed; and

WHEREAS, the duration of the remediation and the preparation of the final engineering documents now require the parties to amend their prior understandings and agreements to reflect the current market conditions and post-remediation responsibilities and to enter into a First Addendum to the Option to Purchase Agreement in substantially the form attached hereto with such other terms and conditions as Corporation Counsel deems appropriate and necessary as required by law; and

WHEREAS, this Council finds that entering into the First Addendum to the Option to Purchase Agreement is in the best interest 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 execute the First Addendum to the Option to Purchase Agreement in substantially the same form as annexed hereto and made a part hereof, with such other terms and conditions as may be required by Corporation Counsel, with Frederick J. Visconti, Jr., or an entity of which he is the majority shareholder, member of partner,and other related documents as may be required by the Corporation Counsel to complete the sale of 210 Mill Street upon the conclusion of the ERP remediation.

FIRST ADDENDUM TO OPTION TO PURCHASE AGREEMENT

THIS FIRST ADDENDUM TO OPTION TO PURCHASE AGREEMENT ("Addendum"), made as of this ___ day of _____, 2016, by and between the City of Newburgh, a New York municipal corporation ("Seller") having an address of 83 Broadway, Newburgh, New York 12550 and Fredrick J. Visconti, Jr., or an entity of which he is the majority shareholder, member of partner, having an address of 17-23 Dickson Street, Newburgh, New York ("Purchaser").

W I T N E S S E T H:

WHEREAS, on August 11, 2009, the Seller and the Purchaser executed an Option to Purchase Agreement for real property consisting of approximately 3.1 acres located in the City of Newburgh known as 210 Mill Street and identified on the City's Tax Map as Section 43, Block 3, Lot 7.1, County of Orange, and State of New York; and

WHEREAS, the parties acknowledge that the conditions precedent to the exercise of the option have not occurred due to unforeseen delays in completing the remediation requirements of the New York State Department of Environmental Conservation Environmental Restoration Program ("ERP"); and

WHEREAS, the parties desire to amend the Option to Purchase Agreement (the "Option") to reflect current conditions and allocate each party's obligations for implementation and compliance with the post-remediation requirements in accordance with the regulations of the ERP;

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

1. The identification of the Premises in paragraph 2 of the Option is amended to describe the Premises to be conveyed as approximately 3.1 acres of located in the City of Newburgh, County of Orange, State of New York known as 210 Mill Street, Newburgh, New York and as Section 43, Block 3, Lot 7.1 on the official Tax Map of the City of Newburgh.

2. The Purchase Price of the Premises in paragraph 3 of the Option is amended to be Two Hundred Thirty Thousand ($230,000.00) Dollars.

3. Paragraph 4 of the Option is amended as follows:
    a. No subdivision approval of the Premises by the City of Newburgh Planning Board is required.

    b. Upon the completion of the remediation of the Property, the New York State Department of Environmental Conservation ("DEC") will issue to the Seller a Certificate of Completion for the Property, which requires, among other things, compliance with the Site Management Plan ("SMP") for the Property. The parties will work cooperatively with the Seller's consultants to obtain the DEC's

approval of the SMP. In the event the Purchaser determines that all conditions of the SMP are acceptable to Purchaser, upon the conveyance of title of the Property to Purchaser, the Seller will assign the responsibility for compliance with and the implementation of that portion of the SMP that covers the on-site monitoring of the Premises to the Purchaser to the satisfaction of the DEC, and the Purchaser agrees to accept such assignment of responsibility. The Seller shall retain responsibility for compliance with and implementation of that portion of the SMP that covers the off-site monitoring outside the boundaries of the Premises. The Seller will notify the DEC of this assignment and the Purchaser's assumption of such responsibilities. The requirements of this paragraph 3(c) of this First Addendum shall survive closing.

4. The Closing described in paragraph 5 of the Option shall occur no earlier than sixty (60) days following the date of the written notification by the Seller to the DEC of the Seller's intention to sell the Premises to the Purchaser. At the Closing, Purchaser, as grantee, may take title as a natural person or as an entity wherein Purchaser is the majority shareholder, partner, officer or managing member of said entity.

5. Purchaser's access and occupancy prior to the Closing as set forth in paragraph 6 of the Option shall resume as permission to access and use the Premises is approved by the DEC and shall continue under the same terms and conditions as set forth in paragraph 6 of the Option and pursuant to the terms of the Lease Agreement between the parties dated November 1, 2008 to the extent that the terms and conditions of the Option and Lease Agreement are consistent with the regulations of the DEC and the requirements of the final engineering documents, including but not limited to the SMP, and the environmental easement. During the period the Premises are not occupied by the Purchaser the obligation to pay rent and all time periods of the Lease Agreement are tolled.

6. All other terms and conditions set forth in the Option to Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Seller and the Purchaser have duly executed this First Addendum in duplicate as of the day and year first above written.

CITY OF NEWBURGH

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

FREDERICK J. VISCONTI, JR.

By:_____

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

On the ____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally

known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK J. VISCONTI, JR, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

CITY OF NEWBURGH

OFFICE OF THE CITY MANAGER
City Hall – 83 Broadway
Newburgh, New York 12550
Tel: (845) 569-7301 Fax: (845) 569-7370

ok to file

RECEIVED
AUG 18 2009

Charles Emberger, Acting City Manager

MEMORANDUM

TO: Lorene Vitek, City Clerk

FROM: Elizabeth Evans, Executive Assistant

DATE: August 17, 2009

RE: Former Provan Site at 210 Mill Street
Resolution No. 133-2009 Option to Purchase
Resolution No. 182-2008 Lease of Property

CC: Geoff Chanin, Corporation Counsel
Charles Emberger, City Comptroller
Courtney Kain, Acting Director of Planning and Development

Attached for your file please both agreements with Frederick Visconti.

/ee
Attachment

OPTION TO PURCHASE AGREEMENT

Between

The City of Newburgh, New York

With

Fredrick J. Visconti, Jr.,

Date of Contract: August 11, 2009

OPTION TO PURCHASE AGREEMENT

AGREEMENT made this 11th day of AUGUST, 2009 (the "Effective Date"), between The City of Newburgh, NY, with an address at 83 Broadway, Newburgh, NY 12550 ("Seller"), and Fredrick J. Visconti, Jr., with an address at 17-23 Dickson Street, Newburgh, NY 12550, or an entity of which he is the majority shareholder, member or partner, as the case may be, ("Purchaser").

WITNESSETH

WHEREAS, the Seller is the owner of certain real property of approximately 3.1 acres located in the City of Newburgh, and identified on the City's Tax Map as Section 43 Block 3 Lot 7.1, County of Orange, and State of New York, and

WHEREAS, the Purchaser is desirous of acquiring either the entire site or approximately 2.4 acres thereof (the "Premises") of the aforesaid real property, and the Seller is desirous of selling the same, upon and subject to the terms and conditions set forth below,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. SALE. Seller hereby grants an option to Purchaser to purchase and acquire from Seller, on and subject to the terms, covenants and conditions hereinafter set forth, the Premises, and all of Seller's ownership and rights, if any, in any land lying in the bed of any street, roadway, or right-of-way adjoining the Premises to the center line thereon.

2. PREMISES. The Premises are described as Lot No. 1 on a certain Concept Plan for Visconti Limousines, Inc. dated October 10, 2007 by Shaw Engineering, annexed hereto as Schedule A, or, in the event the Seller offers the same to the Purchaser, the entire 3.1 acres referenced above, but will include all of Seller's right, title and interest in and to:

a. any strips or gores of land within or adjoining the Premises;

b. any land lying in the bed of any street, road or avenue opened or proposed, in front or adjoining the Premises, to the center line thereof;

c. all easements, rights of way or use, privileges, licenses, permits and right to the same belonging to or appertaining to the Premises; and

d. all rights, title, and interest of the Seller in and to any unpaid award for damage to the Premises by reason of change in grade of any street. Seller will execute to the Purchaser on the closing date all proper instruments for the conveyance of such title and assignment and collection of any such award.

3. PURCHASE PRICE. The purchase price for the all or the approximately 2.4 acres of Premises which Purchaser shall purchase (the "Purchase Price") is the sum of One Hundred Thousand Dollars per acre, which shall be paid as follows:

a. Ten Thousand and 00/100 ($10,000.00) Dollars (the "Option Fee") shall be paid by Purchaser upon the execution of this Agreement, to the City Comptroller of the Seller, as escrow agent (the "Escrow Agent") subject to the provisions of Paragraph "11" below. At Closing, the Option Fee shall be applied against the Purchase Price.

b. The balance of the Purchase Price shall be paid to the Seller by Purchaser at Closing by wire transfer, good certified check of Purchaser, or official check of a bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller.

4. SUBDIVISION APPROVAL AND CONDITIONS.

a. In the event the Seller deems it to be in its best interest to restrict this Option to the 2.4 acre parcel described above, the parties shall fully cooperate with each other in the preparation of a proposed subdivision map of Tax Map parcel Section 43 Block 3 Lot 7.1 and a Site Plan (the Site Plan being required in the event the entire parcel is to be conveyed, also, and in which case, the parties shall likewise cooperate in its preparation) for submission to the Planning Board of the City of Newburgh and in any and all applications, proceedings and appeals made or prosecuted by or on behalf of Purchaser in connection with and consistent with the terms of this Agreement, and Seller agrees to execute and deliver all documents, consents or authorizations reasonably required by any governmental authority with respect thereto. Such coordination and cooperation between the parties is necessary due to issues presented by the need to remedy the site's environmental conditions, measures to monitor the site after such remediation, and the impact of such work and services on the configuration and operation of the Purchaser's development of the Premises for his transportation business.

b. This Agreement is contingent upon the Purchaser's approval of the configuration of the subdivision (in the case that only the 2.4 acre parcel is to be conveyed), Site Plan, and each and all of the conditions imposed by the City's Planning or Zoning Boards, the New York State Department of

Environmental Conservation (DEC), or any other governmental agency (the "Conditions"). In the event any such Conditions are unacceptable to the Purchaser, he shall so notify the Seller, whereupon the Option Fee shall be promptly refunded and this Agreement will thereupon be deemed cancelled, neither party having any further liability, one to the other.

c. This agreement is contingent upon the Purchaser obtaining final approvals from the City and all other appropriate governmental bodies and agencies for the construction of the improvements as described in the Site Plan. In the event that said final approvals are not obtained by the Purchaser within one hundred eighty (180) days of the date of New York State Department of Environmental Conservation (DEC) issuance of a Certificate of Completion of the remedial activities set forth in its Record of Decision of March 30, 2005 (ROD), this agreement shall at the option of Purchaser terminate and be deemed null and void, entitling the Purchaser to a return of his down payment.

d. The City shall engage First Environment and such other contractors as necessary or helpful to perform all services outlined in its proposal dated February 8, 2008 for the environmental remediation of existing contamination of the Premises, including but not limited to building asbestos survey and abatement and demolition, soil excavation, soil or groundwater disposal and site capping, and obtaining a Certificate of Completion of all remedial activities set forth in the ROD at the City's sole cost and expense. If the environmental remediation is not completed within one hundred eighty (180) days of the date of this Agreement, the Purchaser shall then have the option of either canceling the agreement and obtaining the return of the Deposit or of extending environmental remediation period for such additional time as the Purchaser may deem appropriate. However the City shall be obligated to diligently pursue approval by the DEC.

e. Provided the Purchaser is satisfied with the work, conditions and approvals set forth above, it shall exercise its option to purchase by written notice to the Seller's Corporation Counsel on or before ten (10) days of the later of: (i) the issuance of the DEC's a Certificate of Completion, (ii) the date of final site plan approval and (iii) the date of completion of groundwater quality monitoring; or on such earlier date as the parties hereto may mutually agree in writing.

5. CLOSING.

f. The "Closing" means the settlement of the obligations of the Seller and Purchaser to each other under this Agreement, including the payment by Purchaser to Seller of the purchase price and other sums due, in the

manner set forth in this Agreement, and the delivery to Purchaser of the deed in proper statutory form for recording so as to transfer and convey to Purchaser, fee simple ownership to the property, free of all encumbrances except as provided herein. The deed will contain the covenant of Seller as required by Section 13 of the Lien Law of the State of New York.

i. The Closing will occur at the office of Seller's attorney or at another mutually agreeable location, on or before ten (10) days of the later of: (i) the issuance of the DEC's a Certificate of Completion, (ii) the date of final site plan approval and (iii) the date of completion of groundwater quality monitoring; or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Purchaser shall accept such conveyance and pay to the City at such time and place the Purchase Price.

ii. Condition of Property at Time of Conveyance. The Purchaser shall take title to and possession of the Property in such condition as exists at the time of the issuance of the aforesaid Certificate of Completion and completion of ground water monitoring, and the City shall have no obligation to perform any work to improve or prepare the property for renovation in any way, except as set forth in this Agreement.

6. ACCESS AND INSPECTIONS.

a. Seller hereby grants to Purchaser its agents, servants, employees and consultants, a llicense to enter in and upon the Premises throughout the term of this Agreement for the purpose of inspecting the Premises which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, borings and such other tests and evaluations as are reasonably required for the full and complete evaluation of the Premises and the full and complete prosecution of any applications for governmental approvals. The Purchaser agrees to conduct such inspections in such manner so as to cause a minimum of disturbance to the Premises. Pursuant to the Lease of even date herewith, a copy of which is annexed hereto, Seller shall also permit the Purchaser to park his vehicles and equipment at the Northeast portion of the Premises (subject to relocation on the Premises from time to time as may be required to perform the tasks set forth in the ROD), and construct and occupy improvements on the Premises for the purposes of the adjacent Visconti transportation businesses. Additionally the parties will coordinate the capping of the site to permit the Purchaser, at his option, to perform such site grading as may be helpful to his development of the site subject to the continuing oversight and

approval thereof by the DEC. In connection with the exercise of the license granted to Purchaser herein, Purchaser agrees to hold Seller harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Purchaser or its agents, servants or employees in the use of said licensing. The provisions of the preceding sentence shall survive the closing of title.

b. Purchaser shall, at Purchaser's sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Purchaser's actions upon the Property during the term of this Agreement. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than $1,000,000.00 for bodily injury or death in any one accident, and not less that $500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and, at Purchaser's option, such coverage may be effectuated through a blanket policy of insurance. Purchaser will deliver to Seller within seven (7) days after the Effective Date, and prior to entry onto the Property, certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor.

7. APPORTIONMENTS.

a. At Closing, real property taxes, and water and sewer charges and rents, if applicable, will be apportioned and adjusted as of midnight preceding the Closing date.

b. In the event that any time subsequent to the closing of title hereunder the Premises shall be charged with an assessment, penalty, interest as the result of the loss of a tax exemption whether for agriculture, veteran, senior citizen, or other exemption (which said assessment, penalty and/or interest is collectively referred to as "Roll-Back Taxes"), any such Roll-Back Taxes shall be the sole obligation of the Seller. This provision shall survive delivery of the deed.

8. TITLE.

a. If, at the date of a closing there may be any taxes or other liens or encumbrances on the Premises which may be satisfied or discharged by the payment of money ("Monetary Liens") the Seller shall be obligated to pay and discharge the same. Seller may use the portion of the Purchase Price payable at or prior to the closing, to satisfy the Monetary Liens, provided the Seller shall simultaneously either (a) deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such Monetary Liens

of record together with the cost or recording or filing said instruments; or (b) provided that the Seller has made arrangements with Purchaser's title company in advance of closing, Seller will deposit with said title company sufficient monies, acceptable to and required by it to insure obtaining and recording such satisfactions, and the issuance of title insurance to the Purchaser free of any exception for such Monetary Liens. The Purchaser, if request is made within a reasonable time prior to the closing of title, agrees to provide at the closing separate bank or certified checks, aggregating the amount of any such Monetary Liens. The existence of any such Monetary Liens shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.

b. At the closing of title, the Seller will convey title to the Premises by Quitclaim Deed, free and clear of all exceptions, liens and encumbrances, other than those shown on Schedule "B" attached hereto (collectively, "Permitted Exceptions"), The payment of the New York State Transfer Tax shall be the obligation of the Purchaser.

c. Within thirty (30) days of the Effective Date, the Purchaser shall deliver to the Seller a copy of the preliminary title insurance report, including the exception sheets, tax search, survey and survey reading, if any, and property description together with a written notice setting forth any and all objections to the Seller's title and if the written notice of objections is not given within such period, such title objections shall be deemed waived by Purchaser except for any objections which shall arise of record subsequent to the date of the Purchaser's preliminary title report ("Subsequent Objections") and Purchaser shall, if possible, give Seller written notice of Subsequent Objections at least ten (10) days prior to the date set for closing. With respect to any objections, other than a Permitted Exception, Seller, shall have a period of forty-five (45) days, commencing with the receipt by Seller of Purchaser's notice of objections, within which to cause such objections to be cured or discharged to the satisfaction of Purchaser and its title company. If Seller attempts to cure or discharge the said objections but is unable or fails to do so by the end of the Cure Period, then upon the expiration of the Cure Period this Agreement shall be deemed canceled, unless Purchaser, no later than ten (10) days following the end of the Cure Period, shall notify Seller of Purchaser's waiver of the said objections. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

9. REPRESENTATIONS OF SELLER. The Seller makes the following representations with respect to this transaction to the best of Seller's knowledge, same not to survive closing unless specifically noted to the contrary.

a. There are no tenancies, written or oral, affecting the Premises, and no other persons have any right to occupy the same. For the purpose of conveying marketable title to the Purchaser at Closing, prior to Closing, Seller shall obtain insurable title to the portion of the Premises lying within the railroad spur right of way. No new tenancies are to be created or existing tenancies modified after execution of this Agreement without Purchaser's consent. The Premises will be conveyed vacant. Seller is not aware of any claims or conditions which would affect Seller's title to the Premises, or prevent Seller from conveying the quality of title described above.

b. Seller has the authority to enter into this Agreement and to deliver the Deed to the Premises.

c. Other than the conditions which Seller will remediate in accordance with the ROD, Seller has no actual knowledge of any environmental constraints which would create a reporting or cleanup obligation under any local, regional, state or federal environmental regulation or statute, or the presence of any hazardous substances or spills on the Premises as defined by any local, regional state, or federal environmental regulation or statute.

d. Seller has no actual knowledge of any threatened, anticipated, or pending eminent domain or condemnation action.

In the event Seller receives any information which would cause the above noted statements to be untrue or incomplete, Seller agrees to immediately notify Purchaser of such state of facts.

10. FIRPTA. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC §1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by the Code Withholding Section.

11. OPTION FEE.

a. The Option Fee shall be maintained in a non-interest bearing account by the Escrow Agent in such accounts or investments as shall be agreed to in writing by Purchaser and Seller.

b. The Option Fee, shall be paid by the Escrow Agent as follows:

i. If the transaction closes, to Seller at closing;

ii. To Buyer, if and when Buyer is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement; or

iii. To Seller, if Seller will be entitled to the Option Fee in accordance with the terms and provisions of this Agreement.

c. If and when Purchaser is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Purchaser; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Purchaser's notice and demand to Seller, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Seller. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Purchaser.

d. If and when Seller is entitled to the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Seller; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Seller's notice and demand to Purchaser, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Purchaser. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Seller.

e. The Escrow Agent shall not be liable to any of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby agree to indemnify the Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith (including attorney's fees). The parties acknowledge that the Escrow Agent is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrow Agent shall not be bound to release and deliver the Option Fee to either party but may either continue to hold the Option Fee until Escrow Agent is otherwise directed in writing signed by all parties hereto, or by a final non-appealable judgment of a court of competent jurisdiction, or Escrow Agent may deposit the Option Fee with the clerk of any court of competent jurisdiction. Upon such court deposit, the Escrow Agent will be released from all duties and responsibilities hereunder.

f. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it in respect of the Premises or the subject matter of this Agreement unless requested to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense (including attorney's fees). Escrow Agent shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this agreement.

Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

12. PREMISES SOLD "AS IS". Purchaser has inspected the Premises and is thoroughly familiar with the physical condition thereof. Seller has not made and does not make any representations as to the physical condition thereof other than as heretofore set forth herein. Seller has not made and does not make any representations as to the physical condition, topography, drainage, or soil conditions, subdivisions, zoning, acreage, expense of operations or any other matter or thing affecting or related to the Premises except as herein specifically set forth, and Purchaser hereby expressly acknowledges that no such representations have been made, and Purchaser further acknowledges that Purchaser has inspected the Premises and agrees to take the property in its present condition "AS IS."

13. BROKER. Each party hereby represents and warrants to the other that there was no broker, finder or person acting as such in any way instrumental or having any part in bringing about this transaction, and Seller agrees to pay the real estate commission if, as and when title closes, pursuant to the terms and conditions of a separate agreement. Each party covenants and agrees to indemnify and hold the other party harmless from and against any loss, cost, damage, expense (including reasonable attorneys fees and expenses) or liability resulting from any claims that may be made against the other by any other broker, finder or other person claiming a fee or other compensation in connection with this transaction arising from the acts of the indemnifying party. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.

14. CONDEMNATION.

a. If after the date this Agreement becomes effective and prior to the Closing Date there is a taking of less than ten percent (10%) of the Premises in eminent domain proceedings or under threat of condemnation, and such taking will not, in the reasonable opinion of Purchaser, prevent or interfere in a material way with the development of the Premises as described in Paragraph "4(a)" above, Purchaser shall perform its obligations under this Agreement and purchase the Premises. If during such period of time there is a taking of ten percent (10%) or more of the Premises as aforesaid, or if such taking will prevent or interfere with the development of the Premises as described in Paragraph "4(a)," Purchaser shall have the option of complying with the terms of or terminating this Agreement. If Purchaser is obligated hereunder to purchase the Premises or, if granted an option to terminate, elects not to terminate this Agreement, Purchaser shall remain obligated to perform its obligations under this Agreement, and Seller shall at the Closing deliver to Purchaser any part of the condemnation award collected by Seller and assign

to Purchaser rights to any part of the award not yet collected, in each case attributable to Seller's interest in the Premises. For the purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to any part of the Premises in governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser pursuant to Paragraph "3(a)" above, shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

b. Purchaser agrees that the election granted to Purchaser under this Paragraph to terminate this Agreement shall be conclusively waived by Purchaser and of no force or effect unless Purchaser elects to terminate this Agreement by notice to Seller and Escrow Agent within sixty (60) days after Purchaser is notified by Seller of a taking that authorizes such election, such notification to include a specific description of the parcels to be taken and whether the taking is in fee, easement or otherwise.

15. DEFAULT.

a. Breach by City. In the event that the City shall fail to consummate the transaction contemplated by this Agreement for any reason (except Purchaser's breach or default under this Agreement or a termination of this Agreement by Purchaser or City pursuant to a right to do so under the provisions hereof), Purchaser, as Purchaser's sole and exclusive right and remedy, may either: (1) terminate this Agreement and receive a refund of the Deposit and the reasonable costs of title, fees, engineering costs and reasonable counsel fees paid in pursuit of the municipal approvals; or (2) pursue the remedy of specific performance.

b. Breach by Purchaser. In the event that Purchaser defaults in the performance of this Agreement including delivery of the Deposit or fails to consummate the transaction contemplated by this Agreement, the City may terminate this Agreement and thereupon City shall be entitled to receive and retain the Deposit as Seller's sole remedy and relief hereunder (except for the surviving obligations, if any).

16. MISCELLANEOUS.

a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.

b. Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.

c. Captions. The captions of the Paragraphs and subparagraphs of this Agreement are for convenience and reference only, and are not to be considered in construing this Agreement.

d. NOTICES AND DEMANDS.

i. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, as follows:

If to the Purchaser:
Fred Visconti, Jr.
17-23 Dickson Street
Newburgh, NY 12550

If to the City:
City of Newburgh
Attn: City Manager
83 Broadway
Newburgh, NY 12550

with a copy to:
City of Newburgh
Attn: Corporation Counsel
83 Broadway
Newburgh, NY 12550

ii. Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided. If this Agreement provides for a designated period after a notice within which to perform an act, such period shall commence on the date of receipt or tender of the notice. If this Agreement requires the exercise of a right by notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the notice pursuant to which such right is exercised.

e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.

f. Invalidity Of Certain Provisions. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

g. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.

h. No Waiver. The failure of Seller or Purchaser to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any such party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

j. Expenses. Each of the Purchaser and the Seller shall pay its respective legal, accounting and other fees in connection with this Agreement, including expenses incurred in connection with the purchase of the real property.

k. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller:
The City of Newburgh New York

By: _____
Name: Charles Emberger
Title: Acting City Manager

Purchaser:

_____
Name: Fredrick J. Visconti, Jr.

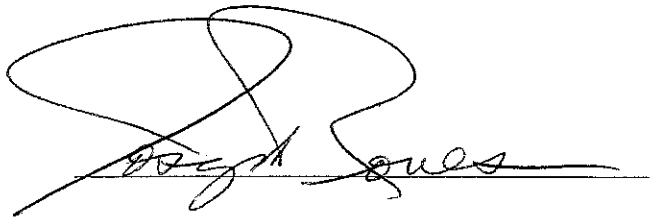
STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the 11th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES EMBERGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

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

On the 17TH day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK VISCONTI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



JOSEPH P. RONES
Notary Public, State of New York
Qualified in Orange County
Commission Expires June 30, ~~10~~ 2010

SCHEDULE A

All those certain lot, piece or parcel of land of land, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, being bounded and described as follows:

BEGINNING at a point in the
[to be inserted upon subdivision approval]

SCHEDULE "B"

PERMITTED EXCEPTIONS

1. Current taxes not yet due and payable.

2. Any state of facts which an accurate survey would show provided the same do not render title unmarketable.

3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, provided the same do not prohibit the contemplated environmental remediation and commercial redevelopment of the Premises.

LEASE AGREEMENT

Lease made as of November 1, 2008 by and between THE CITY OF NEWBURGH, 83 Broadway, Newburgh, NY 12550, as LANDLORD and Fredrick J. Visconti, Jr., or an entity of which he is the majority shareholder, member or partner, as the case may be, 17-23 Dickson Street, Newburgh, NY 12550 as TENANT whereby the parties agree to lease the premises at the rent and under the terms and conditions stated herein.

1. PREMISES

LANDLORD agrees to lease to TENANT the property known as 210 Mill Street, Newburgh, NY (Section 43, Block 3, Lot 7.1).

2. TERM

The term of the lease is two (2) years, subject to TENANT'S options to renew for five (5) additional terms of two (2) years each until the Closing of Title as set forth in the Land Purchase Agreement between the parties.

3. RENT

TENANT shall pay LANDLORD the sum of $500.00 per month; each and every month during the term of this Lease. Payment shall be made by check or legal instrument made payable to the City of Newburgh and shall be tendered by the first day of each month of the term. In addition, TENANT shall tender a security deposit of zero upon execution of this Lease.

4. USE

The premises must be used as a parking lot for TENANT'S businesses which operate at the parcels adjacent to the PREMISES, and

a. such other improvements on the PREMISES as TENANT may wish to construct provided the TENANT receives site plan approval(s) and building permit(s) from the LANDLORD'S planning board and code compliance department, and that the construction of such improvements does not prevent or interfere with the LANDLORD'S completion of all remedial activities set forth in the ROD as specified in the Land Purchase Agreement to be executed between the parties, and for no other purposes.

5. Intentionally Omitted.

6. RENT, ADDED RENT

The rent payment for each month must be paid on the first day of that month at Landlord's address above. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. Rent from November 1, 2008 to and including January 1, 2009 is to be paid when Tenant signs this lease.

7. NOTICES

Any bill, statement or notice must be in writing and delivered or mailed to the Tenant at the premises and to the Landlord at the address for notices. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. Any notice must be sent by certified mail. Landlord must send Tenant written notice if Landlord changes the address for notices.

8. UTILITIES AND SERVICES

Tenant must pay for the following utilities and services when billed: gas, water, sewer, electric, fuel, sanitation, telephone, trash removal, snow and ice removal, ordinary wear and tear, broken glass, refrigeration and climate control, maintenance and repairs, but only with respect to such portions of the PREMISES actually occupied by the TENANT and such improvements as TENANT may actually construct.

9. REPAIRS & ALTERATIONS

Only with respect to such portions of the PREMISES actually occupied by the TENANT and such improvements as TENANT may actually construct Tenant must keep and, at the end of the term, return the premises and all appliances, equipment, fixtures, furnishings, and other personal property clean and in good order and repair. If Tenant defaults, Landlord has the right to make repairs and charge Tenant the cost. The cost will be added rent. Tenant must not alter, decorate, change or add or remove fixtures to the premises without the written consent of the Landlord.

10. SPACE "AS IS"

Tenant has inspected the premises. Tenant states that it is in good order and repair and takes the premises "AS IS," subject to LANDLORD'S obligations as set forth in the Land Purchase Agreement between the parties of even date herewith

11. CARE OF PREMISES & GROUNDS

Tenant shall keep the grounds neat and clean. Vehicles may be driven or parked only in designated areas. TENANT shall be responsible for repairs and maintenance of driveways, parking areas and grounds appurtenant to the PREMISES, ordinary wear and tear excepted.

12. FIRE, DAMAGE

TENANT shall insure TENANT'S improvement's, if any, against loss or damage by fire or the elements for the replacement cost thereof.

13. LIABILITY

Landlord is not liable for loss, expenses or damage to any person or property unless it is due to Landlord's negligence. Tenant must pay for damages suffered by TENANT , its staff, employees, agents or invitees and for and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. Tenant is responsible for all acts of Tenant's family, employees, guest and invitees to all third parties. Tenant shall indemnify and hold harmless the LANDLORD for all claims, actions, proceedings and damages including attorneys fees arising out of TENANT'S occupancy of the premises.

14. ASSIGNMENT, SUBLET

Except as set forth above, Tenant may not sublet all or any part of the premises or assign this lease or permit any person to use the premises, without the advance written consent thereto of LANDLORD. Provided such sublessee or assignee is an entity of which Fredrick J. Visconti, Jr. is the majority shareholder, member or partner, as the case may be, such assignment or sublease to shall relieve Fredrick J. Visconti, Jr. of any of the obligations or liability under this lease. The subTenant or assignee shall be bound and subject to all the terms of this lease.

15. LANDLORD MAY ENTER, KEYS, SIGNS

Landlord may, at reasonable times, enter the premises to examine, make repairs or alterations, or for other reasonable purposes. Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times TENANT'S structures are not occupied. Windows must be locked when Tenant is out.

16. Intentionally Omitted.

17. CONDEMNATION

If all of the PREMISES is taken or condemned by a legal authority other than LANDLORD, an agency or public authority of LANDLORD or any governmental authority at the request of the LANDLORD, the term and Tenant's rights shall end as of the date the authority takes title to the premises. If any part of the premises is so taken, Landlord may cancel this lease on notice to Tenant setting forth a cancellation date not less than thirty (30) days from the date of the notice. If the lease is canceled, Tenant must deliver the premises to Landlord on the cancellation date together with all rent due to that date.

18. COMPLIANCE WITH AUTHORITIES

Tenant must, at Tenant's cost, promptly comply with all laws, orders, rules and directions of all governmental authorities, insurance carriers, or Board of Fire Underwriters or similar group. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase as added rent.

19. TENANT'S DEFAULT & LANDLORD'S REMEDY

A. Landlord may give five (5) days written notice to Tenant to correct any of the following defaults:

1. Failure to pay rent on time.
2. Improper assignment of the lease, improper subletting all or part of the premises or allowing another to use the premises.
3. Improper conduct by Tenant or other occupant of the premises.
4. Failure to fully perform any other term in this lease.

B. If Tenant fails to correct the defaults in Section A within the five (5) days, Landlord may cancel the lease by giving Tenant a written three day notice stating the date the term will end. On that date, the term and Tenant's rights in this lease automatically end and Tenant must leave the premises and give Landlord the keys. Tenant continues to be responsible for rent, expenses, damages and losses. This provision shall survive the termination of this Lease.

C. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Landlord may, in addition to other remedies, take any of the following steps:

1. Enter the premises and remove Tenant and any person or property.
2. Use dispossess, eviction or other lawsuit method to take back the premises.

D. If the lease is ended or Landlord takes back the premises, rent and added rent for the unexpired term becomes due and payable. Landlord may re-rent the premises and anything in it for any term. Landlord may re-rent for a lower rent and give allowances to the new Tenant. Tenant shall be responsible for Landlord's cost of re-renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money Tenant owes. Tenant waives all rights to return to the premises after possession is given to the Landlord by a court.

20. BANKRUPTCY

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant thirty (30) days notice of cancellation of the term of this lease. If any of the above is not fully dismissed within the thirty (30) days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

21. CORRECTING TENANT'S DEFAULT

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it for Tenant at Tenant's expense. The sum Landlord expends shall be reimbursed pursuant to Paragraph 23 of this Lease or Tenant must repay to Landlord as added rent, at Landlord's option.

22. WRITTEN INSTRUCTIONS

Landlord will give or may give written instructions about the care and use of the appliances, utilities, equipment and other personal property and fixtures on the premises. Tenant must obey the LANDLORD'S instructions. Damage caused by TENANT'S failure to follow LANDLORD'S instructions may be charged to TENANT by LANDLORD as Added Rent.

23. LANDLORD UNABLE TO PERFORM

If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of the Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the building, or (d) supply any equipment or appliances, this lease shall not be ended , but Tenant's obligations hereunder shall be abated during such time as LANDLORD is so delayed or disabled.

24. ILLEGALITY

If any part of this lease is not legal, the rest of the lease will be unaffected.

25. NO WAIVER

Landlord's failure to enforce any terms of this lease shall not prevent Landlord from enforcing such terms at a later time.

26. QUIET ENJOYMENT

Landlord agrees that if Tenant pays the rent and is not in default under this lease, Tenant may peaceably and quietly have, hold and enjoy the premises for the term of this lease.

27. SUCCESSORS

This lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant, subject to the terms of this Lease pertaining to assignment and sub-let.

28. REPRESENTATIONS, CHANGES IN LEASE

Tenant has read this lease. All promises made by the Landlord are in this lease. There are no others. This lease may be changed only by an agreement in writing signed by and delivered to each party.

29. WAIVER OF RIGHT TO TRIAL BY JURY

Landlord and Tenant hereby expressly waive their right to a trial by jury in any action or proceeding brought by either against the other for any matter concerning this lease or the premises. This does not include any action for personal injury or property damage. Tenant gives up the right to bring a counterclaim or setoff in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this lease or the premises.

30. EFFECTIVE DATE

This lease is effective as of November 1, 2008.

31. ACCESS TO PREMISES

As a condition of this agreement, Tenant agrees to allow representatives of the Landlord access to the premises, upon reasonable notice, for the purpose of assessing the condition of the property.

32. PERMITTED USES

The Tenant shall use the premises solely for the purpose of a parking lot. Tenant shall not conduct any type of private profit-making or commercial business on the property nor engage in any commercial activity that shall directly or indirectly involve the use of the demised premises other than for Tenant's transportation businesses pending approval of the planning board.

33. DEFAULT

If the Tenant defaults in making any payments required by this Lease, interest shall accrue at a rate of nine (9%) percent per annum from the date of delinquency until paid.

Tenant
FRED VISCONTI, or assigns

THE CITY OF NEWBURGH

BY: _____, Acting City Manager

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

On the 17TH day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Frederick Visconti, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

JOSEPH P. RONES
Notary Public, State of New York
Qualified in Orange County
Commission Expires June 30, ~~19~~ 2010

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

On the 17th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles Emberger, Acting City Manager personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

APPRAISAL OF PROPERTY
FORMER PROVAN FORD PROPERTY
VACANT INDUSTRIAL LAND
210 MILL STREET
ORANGE COUNTY
NEWBURGH, NEW YORK

6 Front Street

Newburgh, New York

12550

Tel. 845-568-0600

Fax. 845-568-0699

VALUATION CONSULTANTS INCORPORATED

May 20, 2014

Mr. James Slaughter, City Manager
City Hall
83 Broadway
Newburgh, New York, 12550

RE: APPRAISAL OF PROPERTY - Our File E404022
FORMER PROVAN FORD PROPERTY
INDUSTRIAL LAND- 3.08 ACRES
210 MILL STREET ORANGE COUNTY
NEWBURGH, NEW YORK 12550

Dear Mr. Slaughter:

Pursuant to your request and in accordance with the instructions set forth in the engagement letter, we are pleased to submit the accompanying appraisal report on the above captioned property. The report, including exhibits, fully describes the various approaches and contains all pertinent data gathered in the investigation of the subject property.

The subject is ±3.08 acres of industrial land on a single tax lot. The property has been undergoing an environmental cleanup over the past few years. The site currently has 10 monitoring wells that will remain in place for several years and will require ongoing testing. There are 5 additional wells located off the site that will also require monitoring.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications and definitions, which are set forth in the report. This report was prepared for the City of Newburgh, the client, and it is intended only for their specified use. The property was inspected by J. Todd Wiley and Gregory R. Langer. The report was prepared by J. Todd Wiley and was reviewed by Gregory R. Langer. This appraisal report was prepared in accordance with our interpretation of FDIC, OCC and FIRREA Appraisal Policies and Guidelines.

After careful consideration we have concluded the Fee Simple Value of the subject property in accordance with its highest and best use, under the hypothetical conditions that the New York State Department of Environmental Conservation has authorized that the property can be sold, and that the property is cleaned up to the point that it can be utilized for commercial or industrial purposes, and under the extraordinary assumption that the site has been capped, as of April 26, 2014, is:

TWO HUNDRED THIRTY THOUSAND DOLLARS
($230,000)

Thank you for asking us to serve you in this matter.

Respectfully submitted,

J. TODD WILEY

GREGORY R. LANGER

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in the conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I, Gregory R. Langer, have completed the Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members.

J. TODD WILEY, IAO

GREGORY R. LANGER
Certified General Appraiser #46000043405

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DESCRIPTION OF THE APPRAISAL PROCESS

Scope of the Assignment:

The subject property consists of a vacant 3.08 acre tract of industrial land, located at 210 Mill Street, in the City of Newburgh, in Orange County, New York. The property is contaminated and has been undergoing an extensive environmental cleanup over the past few years.

The subject property was inspected on April 26, 2014. As the subject is vacant land, no one accompanied the appraisers. The extent of the inspection included walking the frontage and the perimeter as the property is secured by a fence with locked gates.

The intended use of the report is to assist the client with their decision to possibly sell the property. The type and definition of value of the report is to determine the Fee Simple Market Value of the subject property.

The scope of work performed must be sufficient to develop credible assignment results. It must meet or exceed the expectations of parties who are regularly intended users for similar assignments. Additionally, it must meet or exceed what an appraiser's peers actions would be in performing the same or a similar assignment.

The subject property has been undergoing an environmental cleanup over the past few years. For this reason, the subject property is being appraised under the hypothetical condition the New York State Department of Environmental Conservation (DEC) has authorized that the property can be sold, and that the property is cleaned up to the point that it can be utilized for commercial or industrial purposes. The DEC has also required that the property be capped. This involves covering the site with 1 foot of quarry stone. Therefore, the subject property is being appraised under the extraordinary assumption that the site has been capped.

The type of appraisal report requested includes the Sales Comparison Approach which is the only approach considered applicable and is presented in a summarized format.

To complete this report, the appraiser:

A. Did investigate appropriate market data for utilizing the Sales Comparison Approach to Value. The appraiser's investigations included researching public records through the use of commercial sources of data such as printed comparable data services, computerized data-bases, Realtors, local multiple listing services, other appraisers and municipal records. Search parameters such as dates of sales, leases, locations, sizes, types of properties and distances from the subject started with relatively narrow constraints and were expanded until the available pool of data was reasonably exhausted. Researched sales data were viewed and efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, attorneys or agents. At the appraiser's discretion some data may be used without personal verification if the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during the data collection process. The appraiser reported only the data deemed to be pertinent to the valuation problem;

B. Did investigate and analyze any pertinent easements or restrictions on the fee simple ownership of the subject property. A title report was not available and the appraiser relied on a visual inspection to identify any readily apparent easements or restrictions;

C. Did analyze the data found and reached conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;

D. Did complete the appraisal report in compliance with the appraiser's interpretation of the *Uniform Standards of Professional Appraisal Practice* as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

E. Did prepare a report including photographs of the subject property, brief descriptions of the subject neighborhood, the site, zoning, highest and best use analysis, summary of relevant data for the Sales Comparison approach used in the valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the report. Pertinent data and analyses not included in the report may be retained in the appraiser's files.

History of the Property

The subject was formerly used as a Ford Truck dealership known as Provan. There was a building used by the dealership that was demolished in recent years.

According to property records, the subject property has been held under the current title since 1987 when the City of Newburgh foreclosed for non-payment of taxes and has not sold in the past three years. The site has been undergoing an environmental remediation over the past few years. The City has been using a engineering firm known as First Environment to oversee the remediation work. Their office is located at 91 Fulton Street, Boonton, NJ, 07005. According to Daniel Lattanzi of First Environment, the site is planned to be capped with 1 foot of quarry stone, which will conclude the remediation work. He also stated that the DEC is in the process of approving the cap specs. It is expected that the work will be bid and performed in the summer months of 2014. The City of Newburgh is paying for the capping costs.

There are currently 10 monitoring wells on the site that must remain in place for several years. The wells will need to be tested periodically over the next few years. Mr. Lattanzi estimates that once the capping is completed, the costs for the monitoring tests will be $30,000 to $35,000.

The subject property is not known to be listed for sale at this time, however, the owner, the City of Newburgh, did put out an "RFP" at one point.

An adjoining property owner, Frederick Visconti, is interested in purchasing the site subject to clean-up. He uses the adjacent property for his limousine and bus companies and plans on using the subject property to expand his business.

On August 11, 2009, the City of Newburgh and Frederick J. Visconti Jr. entered into a contract that gives Mr. Visconti a purchase option. The purchase price was set at $100,000 per acre. The agreement includes a provision that the purchaser can restrict the option to just 2.4 acres of the subject property. Mr. Visconti indicated to us that his intention is to acquire the entire 3.08 acres.

The agreement also states that the agreement is contingent upon the purchaser's approval of all of the conditions imposed by the City's Planning or Zoning Boards, the New York State Department of Environmental Conservation (DEC), or any other governmental agency.

The agreement includes a provision that states that it is contingent upon the purchaser obtaining final approvals from the City and all other appropriate government agencies for the construction of the improvements as described in the Site Plan. We were informed by the City that there are currently no approvals in place.

The agreement states that the purchaser has 180 days from the time the DEC issues a Certificate of Completion to acquire approvals for their proposed improvements. As of this date, the DEC has not issued a Certificate of

Completion.

The purchaser would not be held liable for the past environmental issues, but would be responsible for paying for the monitoring of the site after remediation and after acquiring title. In addition to the 10 on site wells, the purchaser would also be responsible for paying for the testing and monitoring of an additional 5 wells that are located near the site.

A copy of the Option To Purchase Agreement is included in the addendum.

Exposure Time

The exposure time or the length of time the subject being appraised would have been offered on the market prior to the appraisal date is twelve months. The subject is situated in an accessible area with good visibility. It has access from several points including South Robinson Avenue, Mill Street, Dickson Street and Deyo Place. There are a limited number of industrial parcels of this size that are available within the City of Newburgh. Sales of similar properties have sold within a one year period. The exposure time is estimated at twelve months.

Marketing Time

The marketing time is also twelve months. The market has been stable for the last couple of years and for the same reasons as the exposure time, this property would sell twelve months after this appraisal date.

DEFINITIONS

Market Value

The definition of Market Value as defined by the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and FDIC Rules and Regulations Part 323-Appraisal {{2-28-03 p.2239}}, Section 323.2(g).

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> i. buyer and seller are typically motivated;
>
> ii. both parties are well informed or well advised, and acting in what they consider their best interests;
>
> iii. a reasonable time is allowed for exposure in the open market;
>
> iv. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
>
> v. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple (Estate)

"Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Leasehold Estate

"The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions."

Leased Fee Interest

"A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease)."

Market Rent

"The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TI's)."

Cash Equivalent

"An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentive is converted into a price expressed in terms of cash."

Value As Is

"The estimate of the market value of real property in its current

physical condition, use and zoning as of the appraisal date.(Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)"

Prospective Value

"A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some point specific future date."

Retrospective Value

"A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date."

Subject Property

"The property that is appraised in an assignment."

Extraordinary Assumption

"An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. (USPAP 2014-2015 ed.)"

In this instance, the subject property is being appraised under the extraordinary assumption that the site has been capped.

Hypothetical Condition

"A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (USPAP, 2014-2015 ed.)"

In this instance, the subject property is being appraised under the hypothetical condition the New York State Department of Environmental Conservation has authorized that the property can be sold, and that the property is cleaned up to the point that it can be utilized for commercial or industrial purposes.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the dater of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Subject, 210 Mill St
DeLORME
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www.delorme.com
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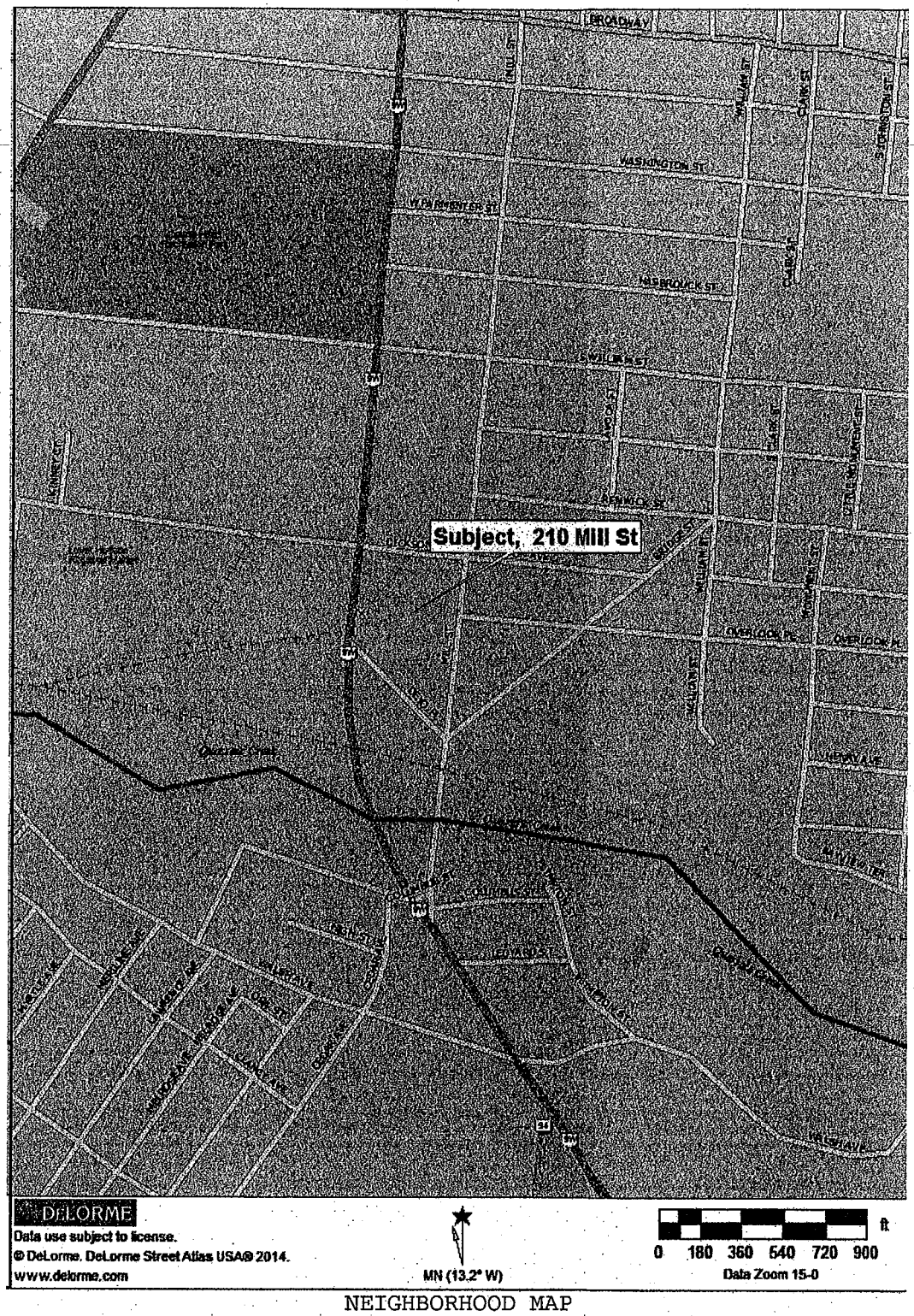
AREA MAP



NEIGHBORHOOD MAP

DESCRIPTION OF THE PROPERTY

The subject property is located on the west side of Mill Street, at the intersection with Dickson Street, in the City of Newburgh, County of Orange, State of New York. It can further be identified as Tax Map Section 43, Block 3, Lot 7.1 in the records of the City of Newburgh.

The title of ownership is held by the City of Newburgh, Deed Liber 5095, Page 45, recorded July 7, 1999. The address of the property is 210 Mill Street, Newburgh, New York 12550. The address was formerly known as 146-172 Mill Street. The Census Tract Number is 5.00.

The 2014 tentative assessment data is as follows:

Land	$1,000
Building	$ 0
Total	$1,000

The final 2013 equalization rate for the City of Newburgh is 100.00%, which equates the assessment to a market value of $1,000. The 2014 tentative equalization rate has not yet been established, however, the assessor's stated level of assessment for the 2014 roll is also 100.0% which also equates the assessment to a market value of $1000. This is less than our value of the property; and reflects the current contamination that negatively impacts the property value. The assessment will likely increase once the site is cleaned up.

The real estate taxes, based upon the above assessment and current tax rates, are as follows:

School 2013/2014	$27.59
City, County, 2014	$28.49
Total	$56.08

It should be noted that in the City of Newburgh assessments are based upon a valuation date from the previous July 1st. In this instance, the 2014 assessment roll is based upon a valuation date of July 1, 2013.

Area Overview

Orange County is approximately 40 miles northwest of New York City, covering more than 816 square miles from the Hudson River in the east to the Delaware River in the west. It borders Sullivan, Ulster, Dutchess, and Rockland Counties, as well as Passaic and Sussex Counties in New Jersey and Pike County in Pennsylvania. According to the U.S. Census Bureau, the 2013 population estimate for the county was 375,592, an increase of 2,779, or 0.7%, from the 2010 population of 372,813, which was 9.2% higher than in 2000. The county is connected to New York City, Albany, Pennsylvania, Connecticut, and New Jersey via the NYS Thruway/I-87, I-84, and Route 17/I-86. Rail transportation is provided by the New Jersey Transit and Metro North-Port Jervis Line, and with the Metro North Hudson Line across the Hudson River in Beacon in Dutchess County. Stewart Airport in Newburgh provides passenger and cargo air transport, and provides, attracts, and influences local business.

Orange County is a bedroom community for New York City, with many residents commuting to jobs in or near the city. According to the *Hudson Gateway Multiple Listing Service*, 2,170 single family homes sold by year end of 2013, a 19.8% increase from 2012. The median sales price was $236,000, down -0.4%.

The New York State Department of Labor indicates 161,900 people were employed in Orange County at the end of 2013, up 1.3% from 159,800 the previous year. The annual average unemployment rate in Orange County for 2013 was 7.2%, down from 8.3% the previous year, and lower than the statewide average of 7.7%. According to the New York State Department of Labor, as of March 2014 the unemployment rate in Orange County was 6.3%, down from 7.1% in February and down from 7.6% the previous year, below the statewide rate of 6.9%, and the nationwide rate of 6.7%.

There are currently 22 business parks in Orange County. As of the end

of 2013, there was ±4.2 million square feet of Class A office space, an increase of ±184,000 square feet over the previous year. There is approximately 427,000 square feet of Class A space available for sale or lease, for a vacancy rate around 9.7%, lower than the 2012 rate of 10.2%, and the fourth year in a row of declining vacancy. Total office space in the county, including non-Class A space, is ±5.8 million SF, with a vacancy or 11.6%, better than the national average of 15.6% for suburban office markets (as per RealtyRates.com Market Survey 4th quarter 2013). Class A industrial space in the county totals ±20.1 million SF, up 400,000 SF from the previous year. The vacancy rate is approximately 5.0%, lower than the 5.8% rate in 2012, and lower than the national rate of 8.9% (Mansfield Commercial Real Estate's 2013 *Overview of the Orange County, NY Commercial Real Estate Market*).

The retail activity is mainly centered around four areas: Route 211 in Middletown/Wallkill, the Route 6/17/32 exchange in Monroe/Woodbury, Vails Gate in New Windsor and Route 300/17K in Newburgh. While some of the larger chain stores and supermarkets were closing or downsizing, a number of new larger stores have recently opened. According to the *Times-Herald Record*, Orange County collected $258.8 million in sales taxes in 2013, up $6 million, or 2.4%, from the previous year.

The county has succeeded in attracting new businesses and keeping existing employers even as the economy declined and some businesses have left or downsized. This success is largely due to the extensive transportation network and proximity to New York City. These trends should continue into the foreseeable future, making Orange County a viable location for a variety of commercial uses.

Neighborhood

The subject is situated in a fully developed, commercial-industrial neighborhood, in the City of Newburgh. The land around the subject is

perhaps 95% improved, with the improvements consisting primarily of commercial structures mostly along Route 9W and industrial type uses on the side streets. There are houses several blocks over in the middle price range for the area. The subject is situated within the Newburgh Enlarged City School District.

Mill Street is a paved, two lane city road which runs north and south past the subject, as does Route 9W, also known as Robinson Avenue. Dickson Street and Deyo Place are more east to west roads. These roads provide good access to the subject property, with connections to more major highways via Route 9W.

The subject would likely be developed for industrial purposes.

Market Overview

Market research reveals that the subject is a 3.08 acre parcel of vacant land located in an urban commercial area with industrial zoning. The subject has some frontage and visibility along Robinson Avenue which is a high traffic street. It has good frontage and strong visibility along Mill and Dickson Streets, both of which have moderate traffic, and some frontage along Deyo Place which has light traffic. This is an average and secondary location for an industrial site.

The property taxes in the City of Newburgh have increased significantly over the past five years and it has had a negative impact on values. The effective tax rate is the percentage of a property's market value that a property will pay annually in taxes for the year if it is assessed accurately. Currently, for the commercial properties in the City of Newburgh, the effective tax rate is 5.6%. This is significantly higher than other communities in the area. The subject is classified as a commercial property for assessment purposes.

Municipality	2013 Effective Tax Rate
Town of Newburgh	3.31%
Town of New Windsor	3.36%
Town of Cornwall	3.23%
Town of Montgomery	2.88%
City of Middletown	4.05%

Land

The subject parcel totals ±3.08 acres, according to a survey performed by Daniel J. O'Brien dated January 3, 2006. The site has ±435.17 feet along the west side of Mill Street, as well as ±207.75 feet along Dickson Street, ±64.60 feet along Robinson Avenue, and ±113.99 feet along Deyo Place. This frontage provides for good ingress and egress to the site. The property is accessed via Mill Street, with 3 curb cuts, Dickson Street with two curb cuts, Deyo Place with one curb cut, and Robinson Avenue with a single curb cut. The shape of the lot is irregular; the shape does not appear to adversely affect development. The lot is situated at street grade. The topography is generally level with a slight downward slope from the west towards the east. There do not appear to be any easements or rights-of-way that adversely effect the property or the value. The only known right-of-way is for an old rail line crossing Route 9W.

The lot is mostly cleaned with a few scattered debris piles.

Electricity, natural gas and municipal water and sewer are available to the site.

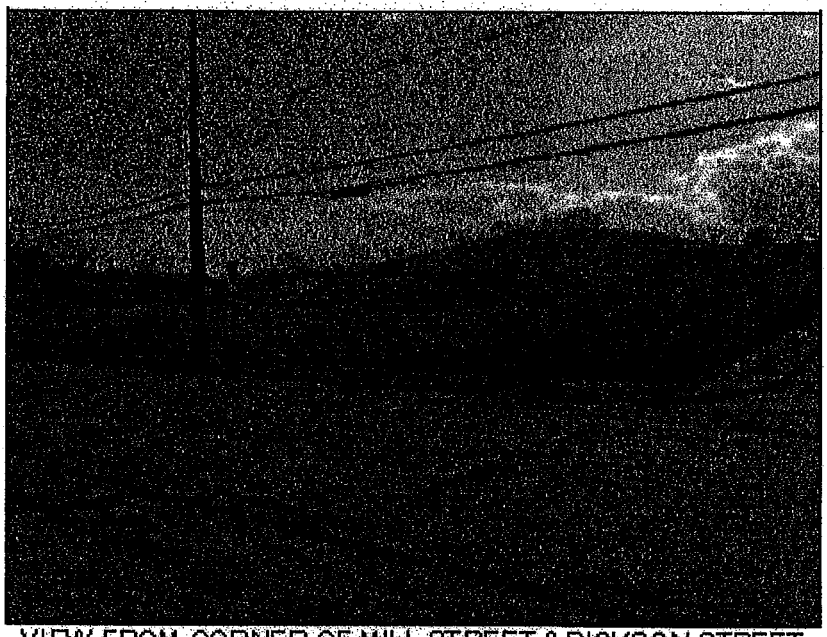
The subject is not situated within a flood plain, as verified by the FEMA Flood Insurance Rate Map for the City of Newburgh, Community Number 360626, Panel 332E, dated August 3, 2009.

Site Improvements

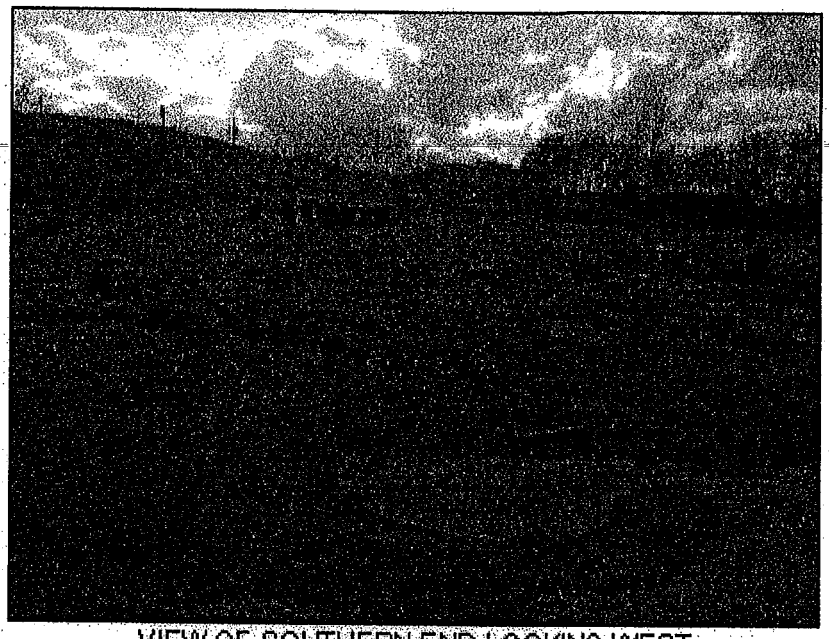
The site includes sidewalks along the street frontages and a 6' high chain link fence with 2 gates along Mill Street. There are some older sections of blacktop along sections of the perimeter that is in poor condition.

There are presently 10 monitoring wells on the site. There are 5 additional wells located off site but near the subject property.

VIEW OF SUBJECT FROM MILL STREET LOOKING NORTHWEST



VIEW FROM CORNER OF MILL STREET & DICKSON STREET LOOKING SOUTHWEST

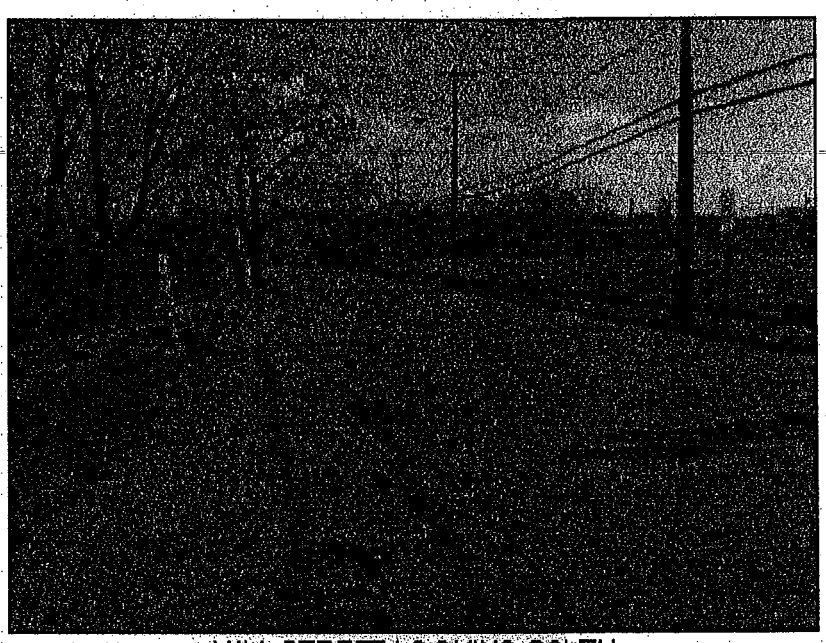


VIEW OF SOUTHERN END LOOKING WEST

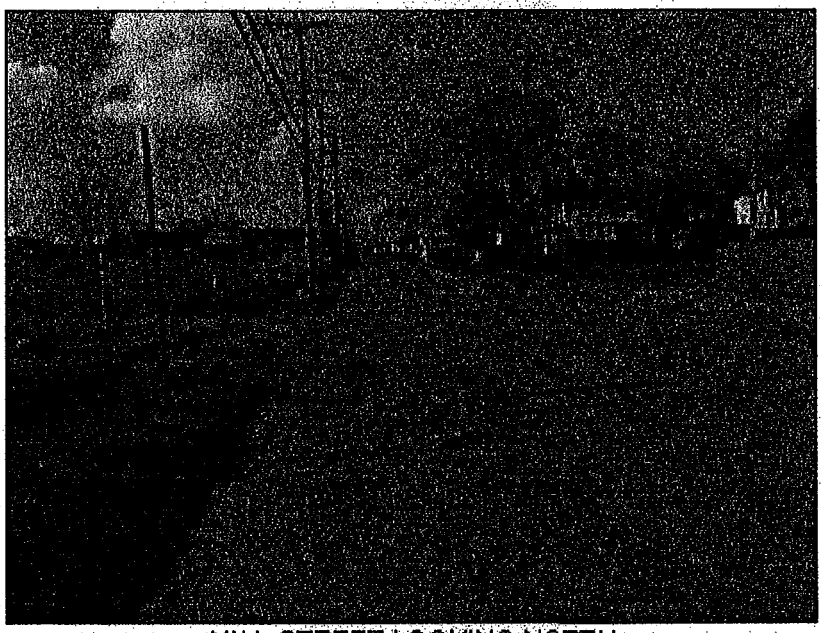
VIEW FROM NORTHERN END LOOKING SOUTH

VIEW OF NORTHERN END LOOKING WEST

VIEW OF SUBJECT ALONG SOUTH ROBINSON AVENUE

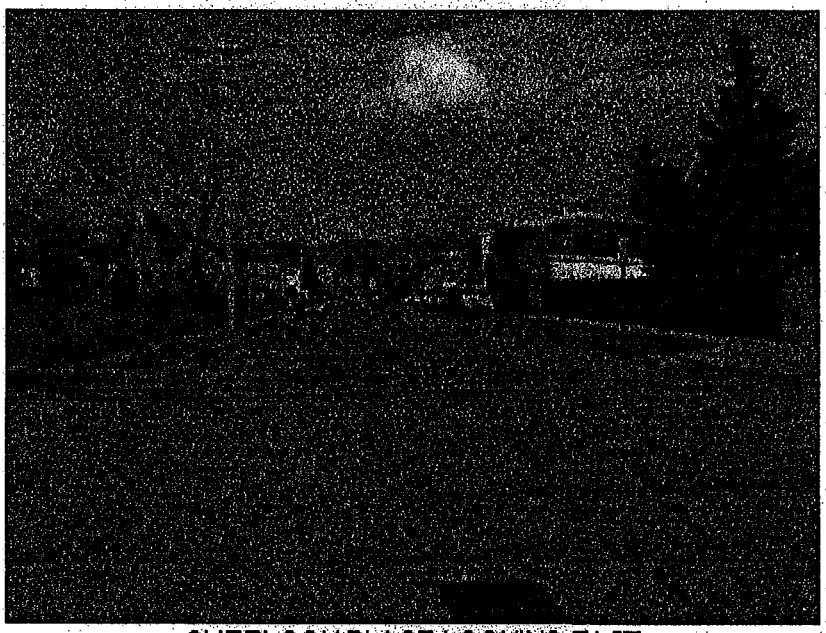


MILL STREET LOOKING SOUTH

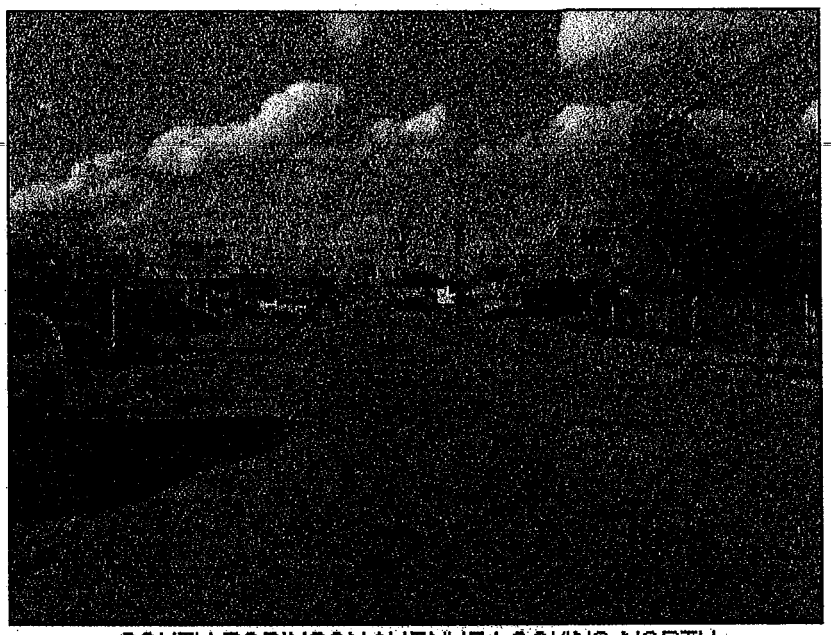


MILL STREET LOOKING NORTH

DICKSON STREET LOOKING WEST

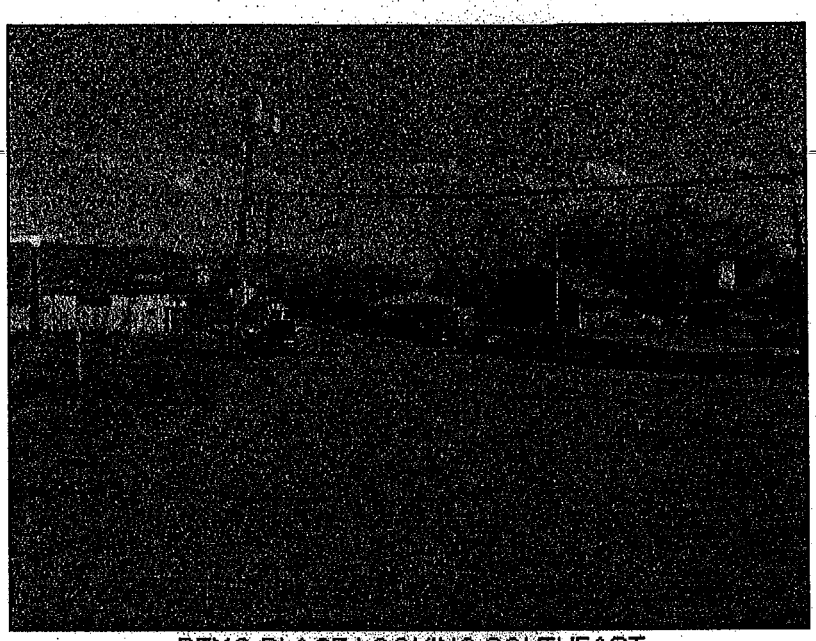


OVERLOOK PLACE LOOKING EAST

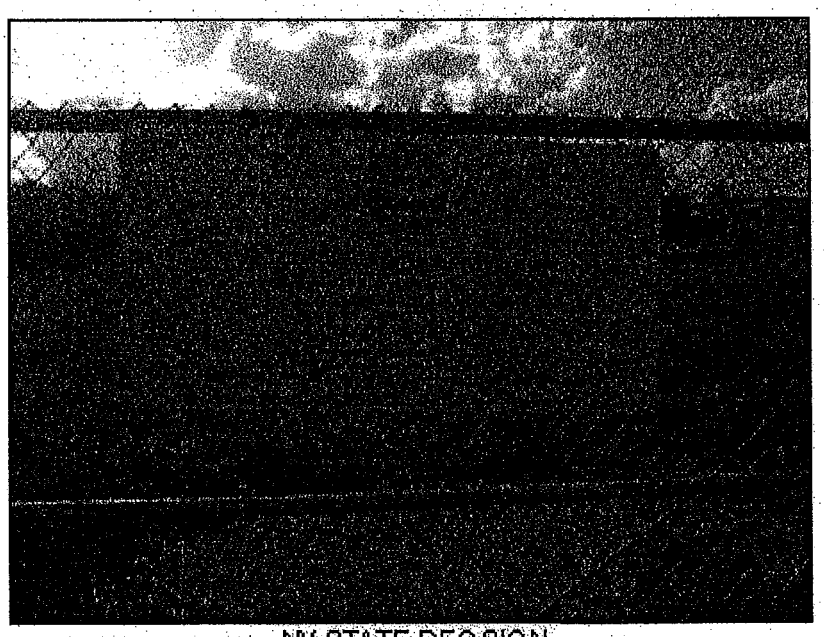


SOUTH ROBINSON AVENUE LOOKING NORTH

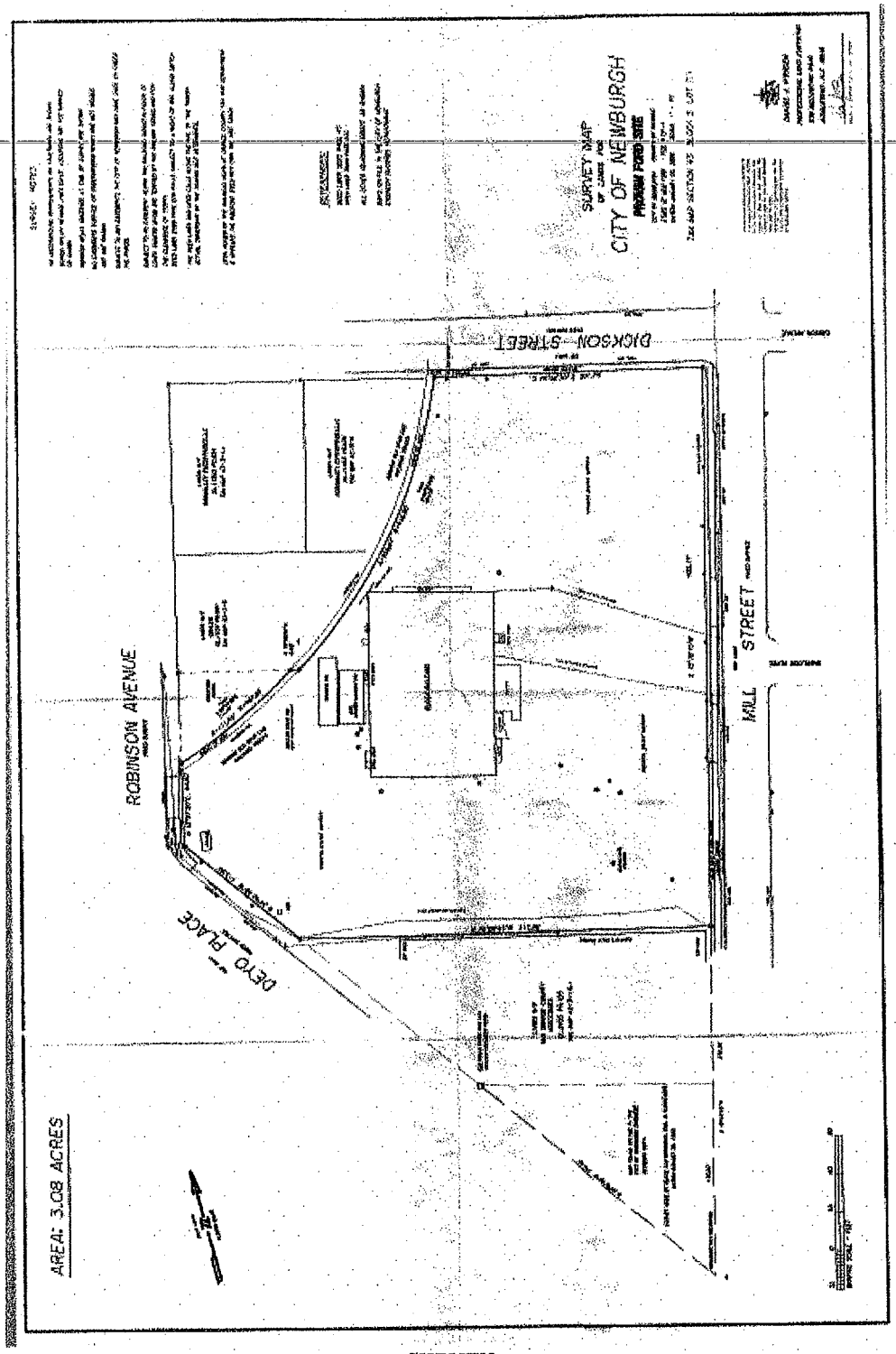
SOUTH ROBINSON AVENUE LOOKING SOUTH



DEYO PLACE LOOKING SOUTHEAST



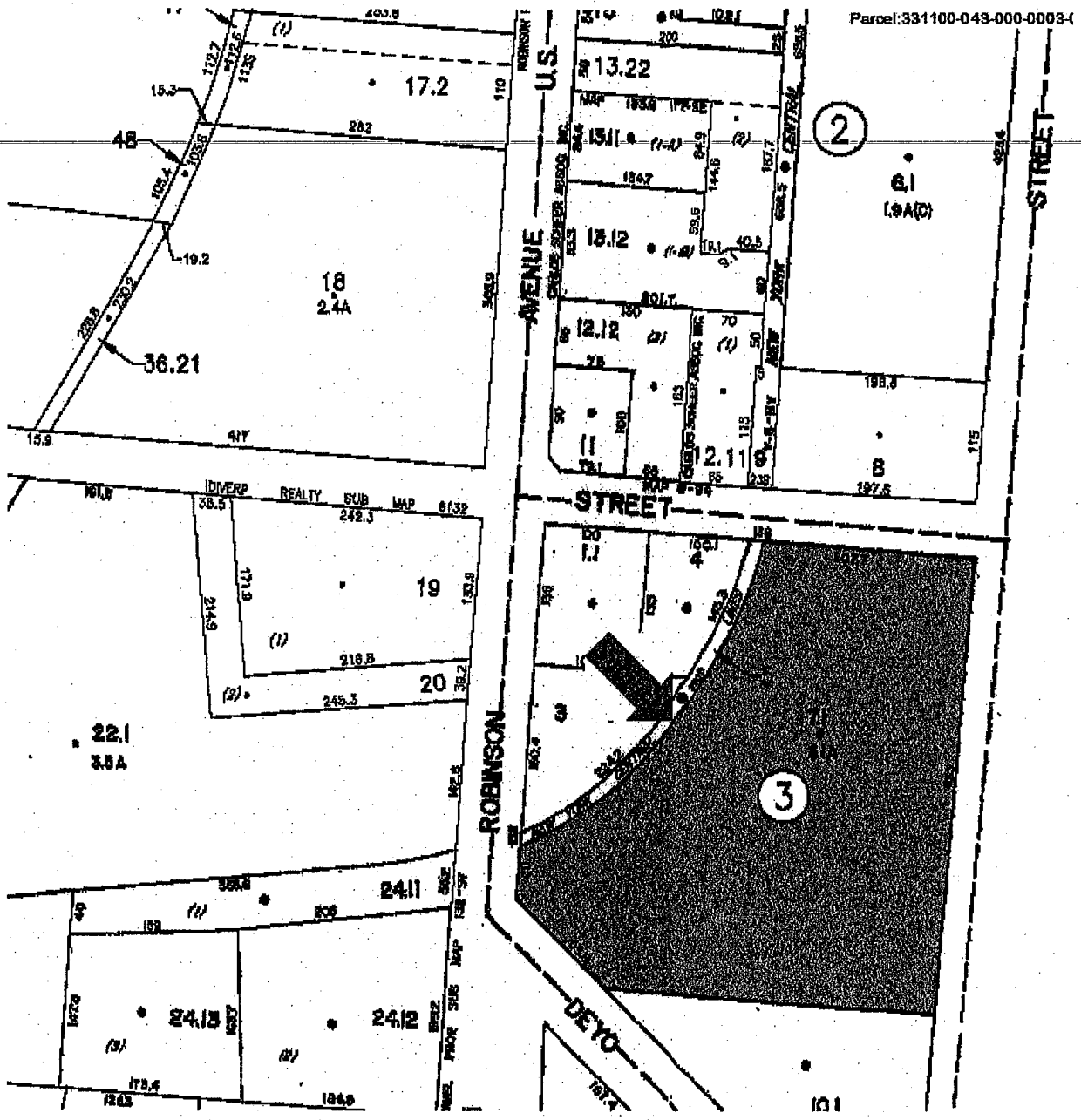
NY STATE DEC SIGN



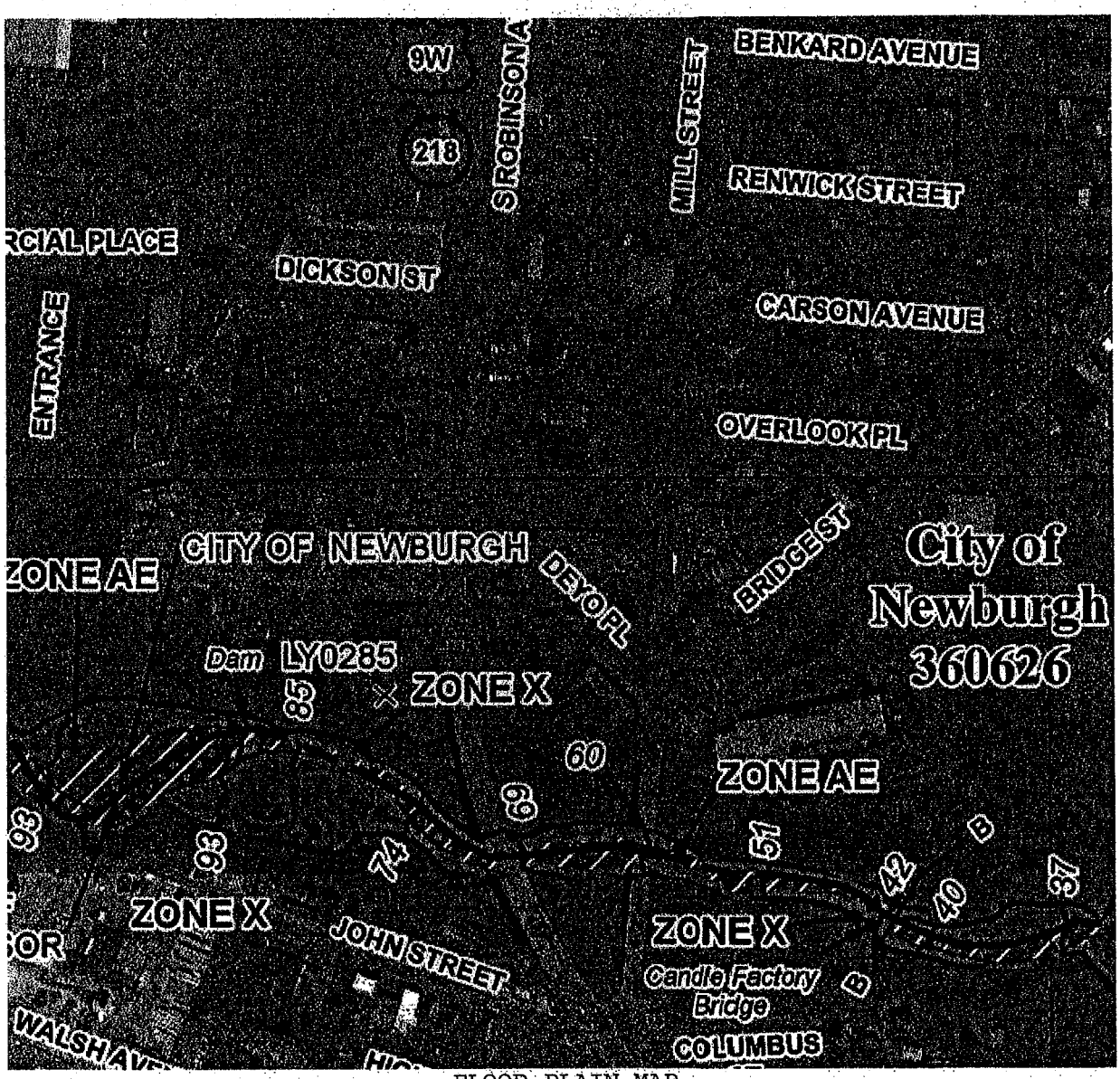
SURVEY
Note- The building was demolished.

SITE PLAN

CLOSE VIEW OF SITE PLAN SHOWING THE LOCATIONS OF WELLS



ASSESSOR'S MAP



FLOOD PLAIN MAP
Community Panel # 360626 332 E
Date: August 3, 2009

ZONING

The subject property is located the City of Newburgh, County of Orange, State of New York and is situated in an I-1 Zoning District. This is a Light Industrial Designation. The following regulations will apply in all I-1 Districts.

Use	Use Type	Lot Area	Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard	Building Height (feet)
Light Industry	P	20,000	100	150	20	15	25	40
Machine shop, steel fabricating	P	15,000	100	100	20	15	10	40
Distribution facility	P	20,000	100	150	20	15	10	40
Wholesale business	P	15,000	100	100	20	15	10	40
Storage building; warehouse	P	15,000	100	100	20	15	10	40
Gasoline and automotive repair station	SP	10,000	75	100	15	15	10	30
Automotive repair, painting, rebuilding, recondition	SP	15,000	100	100	15	15	15	30
Tire retreading or recapping	SP	15,000	100	100	15	15	15	30
Automotive sales area	SP	15,000	100	100	20	15	10	30
Taxi business, incl. dispatch office, repair and storage of vehicles	SP	15,000	100	100	20	15	10	30
Limousine service	P	15,000	100	100	20	15	10	30
Veterinary, animal hospital, kennel	P	15,000	100	100	20	15	15	30
Laundry services	P	5,000	50	100	5	5	10	30
Contractor storage yard, except concrete mixing	P	15,000	100	100	20	15	15	30
Retail sales of contractor equipment	P	15,000	100	100	20	15	10	30
Freight truck yard or terminal	P	20,000	100	150	20	15	25	30
Fuel yard, incl. storage of petroleum products less than 10,000 gallons	P	20,000	100	150	20	15	25	30
Plumbing or sheet metal shop	P	15,000	100	100	20	15	10	30
Small boat building, storage and sales	P	15,000	100	100	20	15	10	30
Stone monument works	P	10,000	75	100	15	15	10	30
Adult Uses	P							

Off-street parking	A							
Other customary accessory uses and buildings, provided that such use is clearly incidental to the principal use	A							

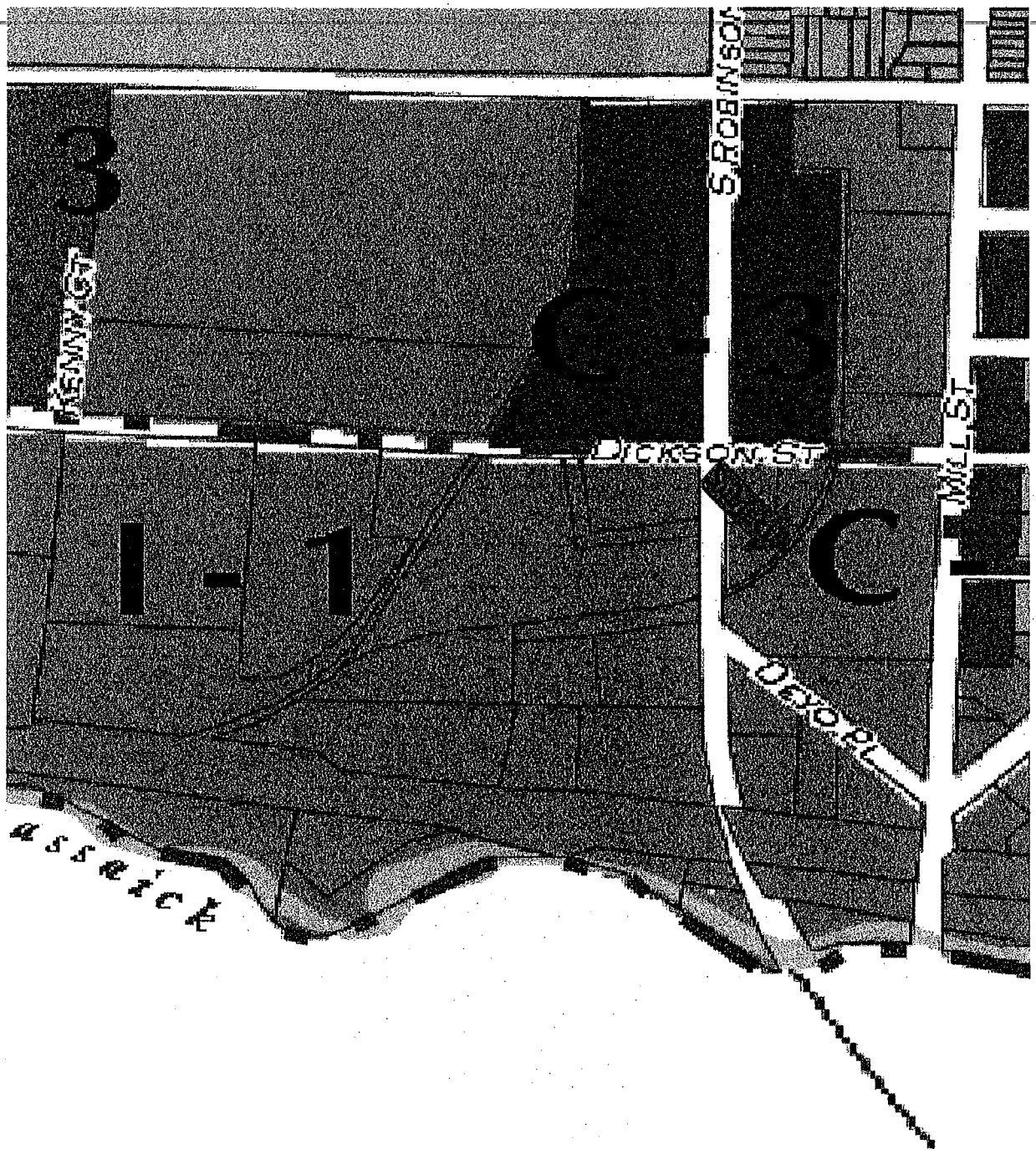
P = Permitted Use
SP = Special Permit Use
A = Accessory

B. Parking Requirements:
One off-street parking space per 500 square feet of gross floor area, whichever is greater.

C. Non-Conforming Use:

If a non-conforming use is discontinued for a period of six months the non-conforming use status is lost and the property must conform to current regulations.

Further information and clarification may be obtained by consulting the City of Newburgh Zoning Ordinance. Most uses allowed are subject to the above minimum requirements.



ZONING MAP

HIGHEST & BEST USE

The Highest and Best Use may be defined as: *"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility and maximum productivity".*[1]

The subject property is situated within an I-1 zone, which is a Light Industrial district. It is currently vacant and not being utilized.

HIGHEST AND BEST USE AS THOUGH VACANT

Highest and best use of land or a site as though vacant is defined as, *"Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."*[2]

Since the property is vacant, the Highest & Best Use would be for industrial development, based upon the zoning and surrounding land use. However, the NY State Department of Environmental Conservation requires that the 10 monitoring wells that are currently on the site are to remain in place for an unknown period of time, perhaps for several years, and that the wells are to continue to be tested. For this reason, the site can not be fully utilized and can only be partially developed for several years. An interim Highest and Best Use would be to use the site for parking, or as yard storage space, or a combination of both, and perhaps some limited development.

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1 *The Dictionary of Real Estate Appraisal, 5th Edition,* (Chicago: Appraisal Institute, 2010), Page 93

2 *Ibid*

HIGHEST AND BEST USE AS IMPROVED

Highest and best use of the property as improved is defined, "*The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.*"[3]

The Highest & Best Use of the property is to use the property initially for parking and/or yard storage space, and to partially develop the site until the monitoring wells can be removed, then to fully develop the property for an industrial use.

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[3] Ibid.

The Sales Comparison Approach to Value

To establish a Market Value for the subject property, the Sales Comparison Approach was utilized. The Newburgh market area was examined for sales of industrial and commercial vacant land. There have been few sales of similar parcels in the City of Newburgh, and so the search was expanded to include similar markets in Orange County. Six of the most similar sales were chosen for comparison.

The properties were compared on a per-acre basis, as that is typically the unit of measure when comparing commercial properties. No abnormal conditions of sale, including financing and property rights transferred, were found in any of these transactions that would significantly impact upon value, with the exception of Sale 1 which was purchased by the adjacent property owner for future expansion. The sales date back to 2009; values for this type of property have generally been decreasing since 2007, and appeared to have leveled off by the end of 2011, so adjustments of -5% per year prior to 2012 were made for changing market conditions.

Since the subject has monitoring wells that are required to remain in place for an unknown period of time before the subject can be fully utilized or fully developed, a -15% utility adjustment was made for each of the sales. We are assuming that the monitoring wells will remain in place for 3 to 4 years.

The properties were adjusted for differences as compared to the subject in location, size, utility, zoning and topography as shown below. Where the comparable property is considered superior to the subject, a negative adjustment is indicated; if the comparable is inferior, a positive adjustment was made.

A sale that was considered but not utilized is a vacant former retail plumbing supply business known as Ridgewood Corp, that abuts the subject and is located at 20 Deyo Place. This property includes a 9,520 square foot 1 story concrete block building, that appears to be in average/fair condition, set on 1.0 acres. There are some attached covered storage sheds and a

smaller wood framed building that is collapsing and in need of demolition. It sold for $300,000 in May of 2013.

This sale was not utilized since the building was occupied a few years ago and its current interior condition is unknown. In this instance, the building appears to have contributed significantly to the property's value and an apportionment of the value attributable to the land was not possible.

Land Sale 1 is located along Washington Terrace in a superior City of Newburgh location with greater visibility and traffic.

Land Sale 2 is situated along Liberty Street in an inferior location with diminished traffic.

Land Sale 3 is set on Route 32 in a similar Town of New Windsor location. This section of Rt 32 would normally be a superior location, however, the sale sits behind an existing house which obstructs its view.

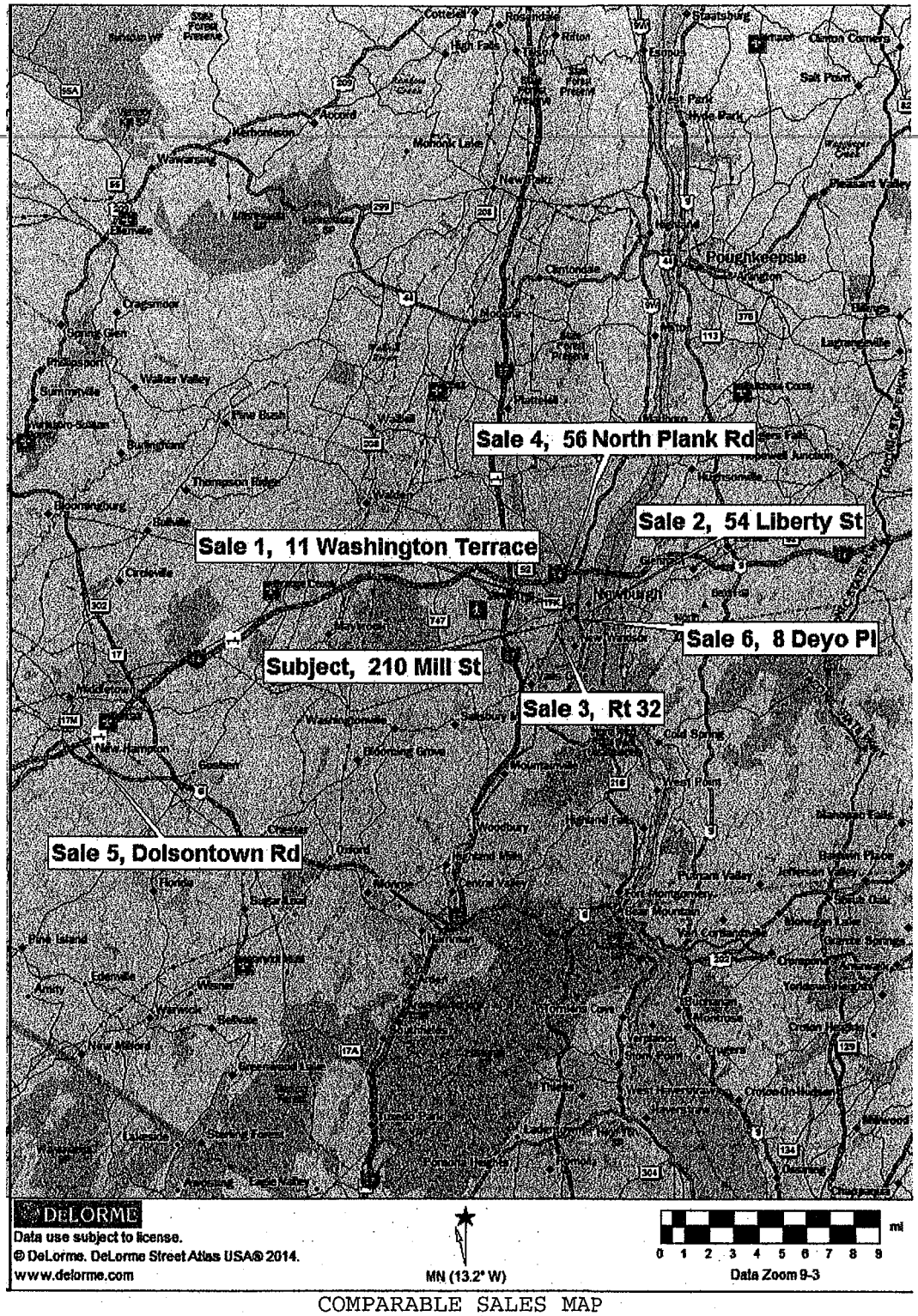
Land Sale 4 is located along North Plank Road in a superior Town of Newburgh location. An enhanced utility adjustment is indicated since the comparable had approvals. A size adjustment is indicated as the comparable is smaller since smaller lots typically sell for more than do larger lots on a per acre basis.

Land Sale 5 is situated along Dolsontown Road in a superior Town of Wawayanda location. A size adjustment was required since the comparable is larger.

Sale 6 is a shell of a building located near the subject along Deyo Place in a similar location. The building is in need of extensive renovation. The sale price was adjusted downward by $24,020 after attributing a value of $2.00 per square foot towards the building shell. A size adjustment was made as the comparable is smaller than the subject.

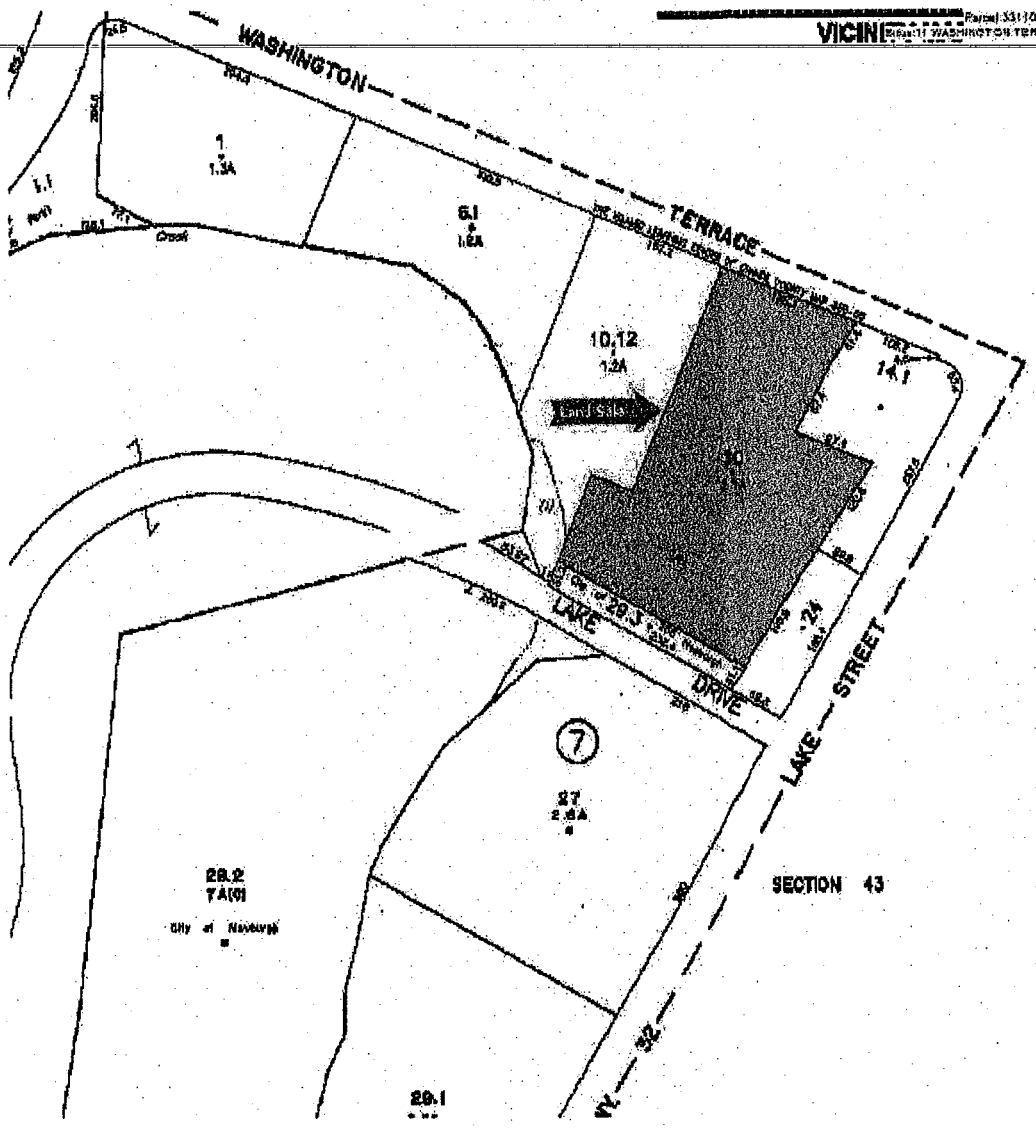
After adjustments for differences, the sales indicate a range in value from $58,462 to $101,250 per acre. We favor an above mid-point value, since after adjustments 4 of the six sales are above the mid-point and 2 of the sales resulted in similar values.

After adjustments for differences, the indicated value of the subject property via the Sales Comparison Approach, is $85,000 per acre, or **$260,000** (rounded). From this figure the amount of $30,000 was deducted due to the projected costs of the ongoing testing of the monitoring wells that will be the responsibility of the purchaser. The resulting indicated value of the subject property "as is," via the Sales Comparison Approach, is **$230,000**.



COMPARABLE SALES MAP

Land Sale No. 1



Property Identification

Record ID	5680
Property Type	Commercial Vacant Land, 330
Address	11 Washington Terrace, Newburgh , Orange County, New York 12440
Tax ID	33-7-30
School District	Newburgh Enlarged City School District

Land Sale No. 1 (Cont.)

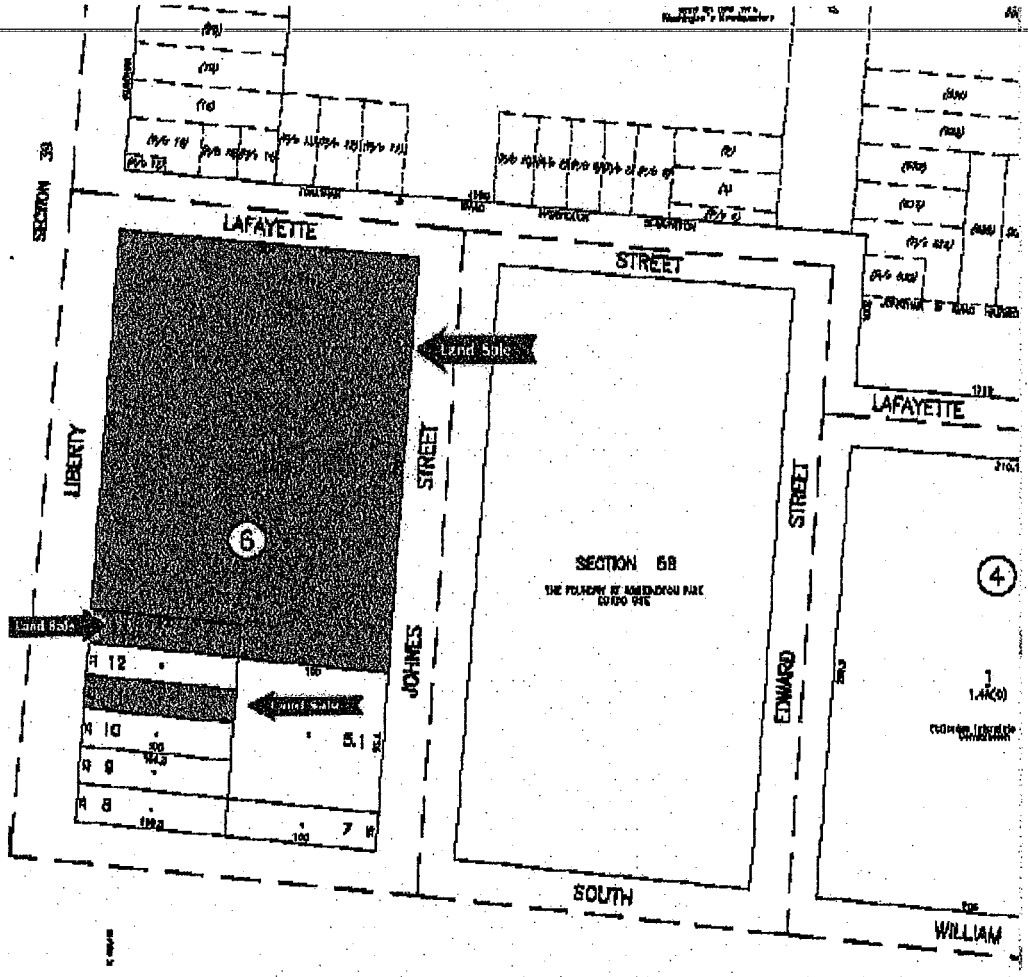
Sale Data	
Grantor	Gulnaz LLC
Grantee	Independent Living Inc
Sale Date	December 30, 2009
Deed Book/Page	12958/1250
Verification	Appraiser's File, SalesWeb; Confirmed by Todd Wiley
Sale Price	$350,000
Cash Equivalent	$350,000
Land Data	
Zoning	C-3, Planned Commercial
Topography	Level
Utilities	Electric, gas, water & sewer
Shape	Irregular
Land Size Information	
Gross Land Size	2.100 Acres or 91,476 SF
Front Footage	178 ft Washington Terrace
Indicators	
Sale Price/Gross Acre	$166,667
Sale Price/Gross SF	$3.83

Remarks

This is 2.1 acre of commercial lot with a small paved parking area. It was part of a 2 parcel sale. The other parcel was 70 Lake Street with a S-B-L of 33-7-24. The total price for both parcels was $610,000. The allocation was $350,000 for the 2.1 acre parcel and $260,000 was allocated to the smaller 0.29 acre parcel known as 70 Lake Street. The smaller parcel was a donation to the purchaser, which is a non-for-profit. The purchase price of the larger parcel for $350,000 was based on market value.

The property was mostly cleared with a small burned out building that was demolished after the sale. The property is surrounded by a fence. The purchaser, Independent Living acquired the property for possible future expansion.

Land Sale No. 2



Property Identification

Record ID	6309
Property Type	Vacant Commercial Land, 330
Address	54 Liberty Street, Newburgh, Orange County, New York 12550
Tax ID	40-6-1.1 & 11 and 13
School District	Newburgh Enlarged City School District

Sale Data

Grantor	Newburgh Realty Corp
Grantee	Mid Hudson Film LLC
Sale Date	September 18, 2013
Deed Book/Page	13661/1476

Land Sale No. 2 (Cont.)

Verification	SalesWeb; Confirmed by Todd Wiley

Land Data

Zoning	TC-1, Tourist Commercial District
Topography	Level
Utilities	Municipal water, sewer, gas & electric
Dimensions	247' x 200' X Irregular
Shape	Rectangular
Depth	200

Land Size Information

Gross Land Size	1.300 Acres or 56,628 SF
Front Footage	247 ft Total Frontage: 291 ft Liberty St;200 ft Lafayette St;276 ft John St

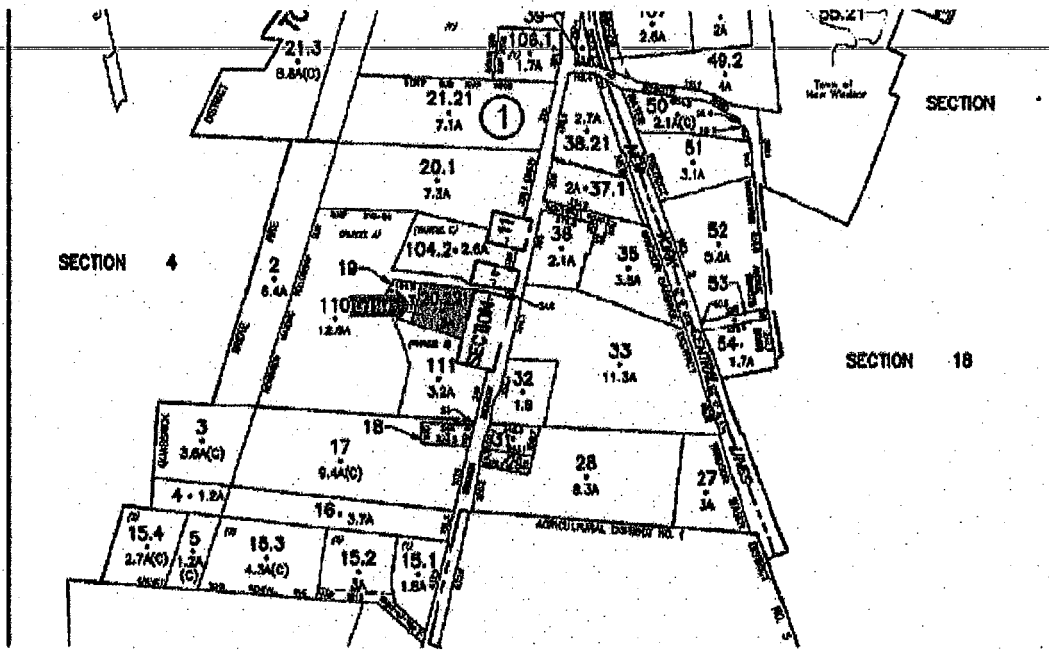
Remarks

3 parcels of commercial vacant land all with frontage along Liberty Street. The primary parcel is known as Section 40, Block 6, Lot 1.1 and totals 1.2 acres. It is a gravel parking lot that extends back to Johnes Street. It has 276' of frontage along Liberty Street and 200' of frontage along Lafayette Street.

The other 2 parcels are each 22' x 100' with frontage on Liberty Street. Lot 13 is adjacent to the primary parcel and is located along it's southern border. The third parcel is just south of the other 2 parcels but is separated by a 22' wide lot that was not included in the sale. All municipal services as well as gas and electric are available but not connected to the site.

These parcels are just south of the State Historic Park known as Washington's Headquarters. The purchaser simultaneously purchased a larger and older retail/warehouse building that is located along the next block to the south along Liberty Street, which was the former Resnick's Mattress Outlet. The seller of the Resnick's building was also the seller of these 3 parcels.

Land Sale No. 3



Property Identification

Record ID	5679
Property Type	Vacant Land in Commercial Area, 330
Address	Rt 32, New Windsor, Orange County, New York 12553
Tax ID	9-1-20.221
School District	Newburgh City Enlarged School District

Sale Data

Grantor	Jeffrey Baker
Grantee	Regan Development Corp
Sale Date	May 17, 2011
Deed Book/Page	13178/1713
Verification	SalesWeb, Assessor's records ; Buyer's attorney, Larry Wolinski, Confirmed by Todd Wiley
Sale Price	$135,000
Cash Equivalent	$135,000

Land Data

Zoning	C, Design Shopping District
Topography	Mild slope
Shape	Trapezoidal

Land Sale No. 3 (Cont.)

Land Size Information

Gross Land Size	1.300 Acres or 56,628 SF

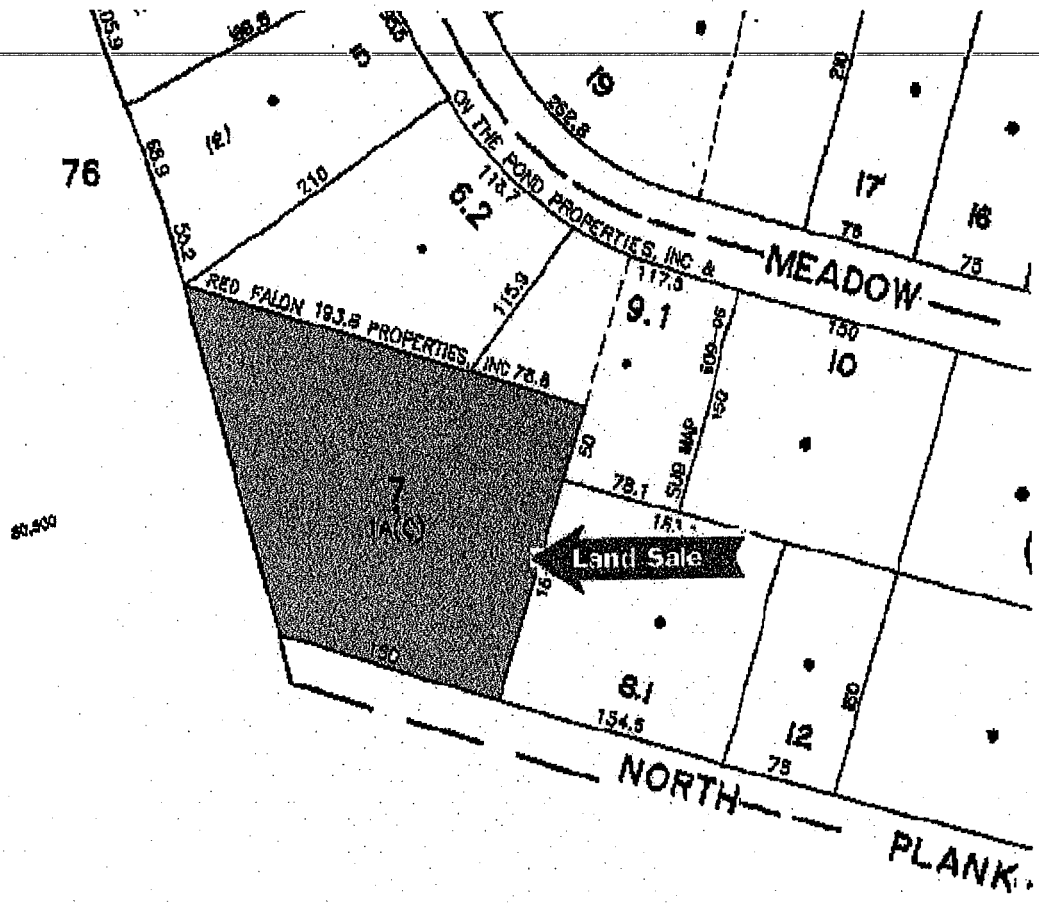
Indicators

Sale Price/Gross Acre	$103,846
Sale Price/Gross SF	$2.38

Remarks

This 1.3 acre commercial vacant lot sits back approximately 200 feet west of Route 32, which is also known as Windsor Highway. It has very limited visibility from Route 32, with a house situated in front of it. Purchaser is developing adjacent parcels into an apartment complex for workforce housing known as Mason's Ridge. The property is accessed by a 20' right of way/easement. At the time of sale the access was a gravel roadway.

Land Sale No. 4



Property Identification	
Record ID	5655
Property Type	Commercial Vacant Land, 330
Address	56 North Plank Road, Newburgh, Orange County, New York 12550
Location	Newburgh, Town of
Tax ID	4600-80-7-7
School District	Newburgh
Sale Data	
Grantor	Mid-Hudson II Holding Co Inc.(Steve Michalski)
Grantee	North Plank Plaza, LLC (Fidanza, Franco)
Sale Date	October 19, 2012
Deed Book/Page	13440/279

Land Sale No. 4 (Cont.)

Verification	Steve Michalski - Seller; December 22, 2011; Other sources: Salesweb, appraisal records, Poughkeepsiejournal.com, Confirmed by Greg Langer
Sale Price	$160,000
Cash Equivalent	$160,000
Land Data	
Zoning	B, Business
Topography	Generally level
Utilities	Natural gas, municipal water & septic
Shape	Irregular
Land Size Information	
Gross Land Size	1.000 Acres or 43,560 SF
Front Footage	150 ft North Plank Road
Actual/Planned Building SF	4,375
Indicators	
Sale Price/Gross Acre	$160,000
Sale Price/Gross SF	$3.67
Sale Price/Planned Bldg. SF	$36.57

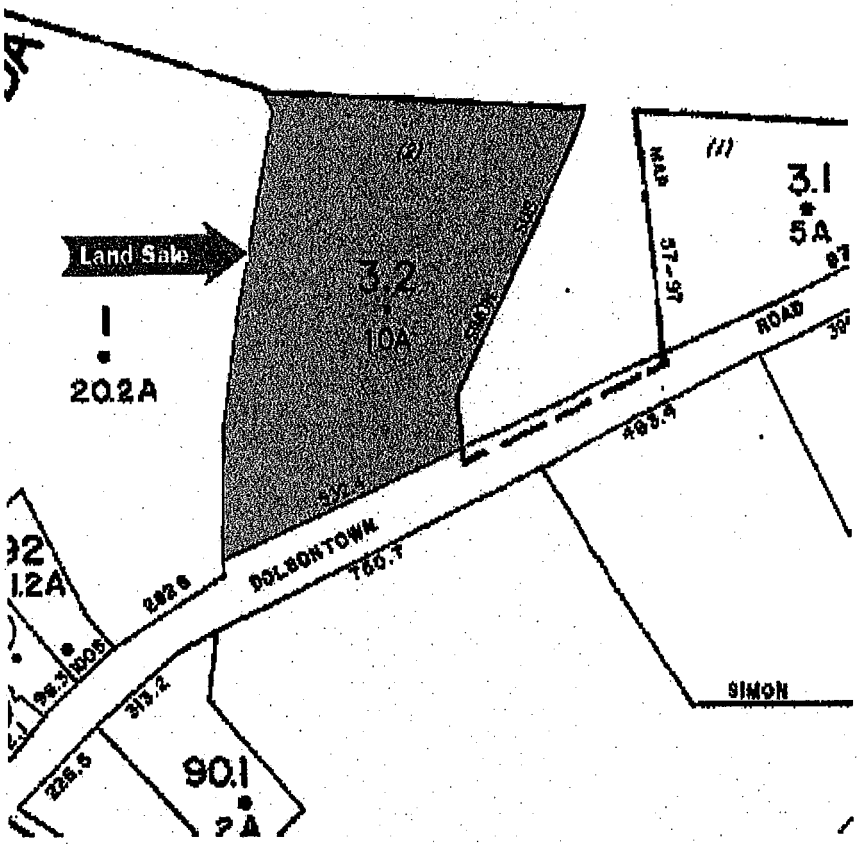
Remarks

4375

A commercial lot consisting of 1.00 acre. It is situated on the north side of North Plank Road, also known as Route 32, with 150 feet of frontage. The shape of the parcel is irregular and has generally level topography and wooded. Municipal water is available, as well as natural gas and electric. There is adequate ingress and egress for the site.

The property has approvals for a single story, 3,975 sf retail office building with a drive-through and 27 parking spaces. On November 3, 2011 the buyer received conceptual site plan approvals for the building to be 400 sf larger, the drive-through gone and a few parking spaces in front which were removed and three additional parking spaces added directly in back of the building in the loading area with no parking directly in front of the building. The buyer is proposing a Planet Wings and Pizza shop.

Land Sale No. 5



Property Identification

Record ID	5458
Property Type	Vacant Land in Indust Area, 340
Address	Dolsontown Road, Middletown, Orange County, New York 10940
Location	Wawayanda, Town of
Tax ID	5600-6-1-3.2
School District	Middletown

Sale Data

Grantor	LeBlanc, David
Grantee	Dolsontown Road LLC
Sale Date	December 17, 2010
Deed Book/Page	13107/1087

Land Sale No. 5 (Cont.)

Verification	Other sources: Poughkeepsiejournal.com, Confirmed by Christine Bell
Sale Price	$951,000
Cash Equivalent	$951,000
Land Data	
Zoning	MC-1, Mixed Commercial
Topography	Generally level
Utilities	None
Shape	Irregular
Land Size Information	
Gross Land Size	10.000 Acres or 435,600 SF
Front Footage	532 ft Dolsontown Road
Indicators	
Sale Price/Gross Acre	$95,100
Sale Price/Gross SF	$2.18

Remarks

Vacant land located in an industrial area totaling 10 acres. The parcel is located in a MC-1, Mixed Commercial zoned district. The topography is generally level and cleared. There is 532.4 feet of frontage on Dolsontown Road. At the time of the sale there where no services connected to the site, however municipal water & sewer are available. The parcel was purchased by the adjacent property owner of lot 1-1-52.1, which was purchased on July 13, 2007 for a reported $1,900,000. The buyer plans to build an auto-recycling center, but purchased the property without approvals.

A public hearing on the draft environmental impact statement, a proposed site plan, subdivision and a special use permit will be held on December 14, 2011. The action involves the construction of a vertically integrated recycling facility including the collection, reduction, separation, processing, and shipment of metals, plastics, glass, minerals, fiber, cardboard, paper and other recyclables. The facilities proposed on site will include an office building, truck and equipment repair facilities, a recyclable pre-processing building, non-ferrous metal and recyclables receiving facilities, recyclable processing and packaging equipment and a structure devoted to separating non- ferrous metals and un-recyclable materials.

Improved Sale No. 6

Property Identification

Record ID	9088
Property Type	Storage, 700
Address	8 Deyo Place, Newburgh, Orange County, New York 12550
Location	Newburgh, City of
Tax ID	43-1-27 & 43-1-26.3
School District	Newburgh Enlarged City School District

Sale Data

Grantor	N J S Associates
Grantee	Newburgh Commercial Dev Corp
Sale Date	July 01, 2011
Deed Book/Page	13204/1144 + 1148
Verification	Confirmed by Lauren Valentino
Sale Price	$80,000
Cash Equivalent	$80,000
Downward Adjustment	$24,020
Adjusted Price	$55,980

Land Data

Land Size	0.720 Acres or 31,363 SF
Front Footage	320 ft. Deyo Place; 60 ft. Mill Street
Zoning	I-1, Light Industrial
Topography	Generally Level

Improved Sale No. 6 (Cont.)

Utilities	Gas, Electric, and Municipal Water and Sewer
Dimensions	200 x185
Shape	Irregular

General Physical Data

Building Type	Single Tenant
Gross SF	12,010
Stories	1
Year Built	1960
Condition	Poor

Indicators

Sale Price/Gross SF	$6.66
Floor Area Ratio	0.89
Land to Building Ratio	1.12:1

Remarks

Two adjacent parcels purchased together with one having a single story, 12,010 sf storage warehouse building on 0.35 acres and the second parcel being an industrial lot of 0.38 acres. The building was constructed in 1960 and is in very poor condition. It has been vacant for over 20 years and is in need of complete renovation. The roof needs to be replaced and many sections of the masonry exterior are in need of significant repair. As of April of 2014 work was starting on the renovation. There are three overhead doors. The building sits on 0.35 acres of land situated within the Newburgh Enlarged City School District. Together both parcels total 0.72 acres. There is 320 feet of frontage along Deyo Place and 60.4 feet of frontage along Mill Street. Gas, electric, and municipal water and sewer are connected and available to the site. This is a Light Industrial Designation, I-1.

SALES COMPARISON APPROACH ANALYSIS

SALE	SUBJECT	1	2	3	4	5	6
SALE PRICE		$350,000	$80,000	$135,000	$160,000	$951,000	$55,980
LAND SIZE (Acres)	3.08	2.1	1.30	1.30	1.0	10.00	0.72
PER ACRE		$166,667	$61,538	$103,846	$160,000	$95,100	$77,750
PROP RIGHTS CONVEYED		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE		$166,667	$61,538	$103,846	$160,000	$95,100	$77,750
FINANCING TERMS		0%	0%	0%	0%	0%	0%
ADJUSTED PRICE		$166,667	$61,538	$103,846	$160,000	$95,100	$77,750
CONDITIONS OF SALE		-10%	0%	0%	0%	0%	0%
ADJUSTED PRICE		$150,000	$61,538	$103,846	$160,000	$95,100	$77,750
DATE	Apr 2014	Dec 2009	Sep 2013	May 2011	Jan 2012	Dec 2010	July 2011
MARKET CONDITIONS		-10%	0%	-3%	0%	-5%	-2%
ADJUSTED PRICE		$135,000	$61,538	$100,731	$160,000	$90,345	$76,195
LOCATION	Mill St C. Newburgh Secondary	Washington Terr C. Newburgh Superior -10%	Liberty St C. Newburgh Inferior 10%	Rt 32 New Windsor Similar 0%	N Plank Rd T. Newburgh Superior -15%	Dolsontown Rd Wawayanda Similar 0%	Deyo Pl C. Newburgh Similar 0%
LAND SIZE (Acres)	3.08	2.10 0%	1.30 0%	1.30 0%	1.00 -5%	10.00 10%	0.72 -5%
UTILITY	Muni W&S Environmental	Muni W&S Superior -15%	Muni W&S Superior -15%	Muni W&S Superior -15%	Approvals Muni W&S Superior -20%	Muni W&S Superior -15%	Muni W&S Superior -15%
ZONING	I-1	C-3 0%	I-1 0%	C 0%	B 0%	MC-1 0%	I-1 0%
TOPOGRAPHY	Level	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
TOTAL ADJUSTMENTS		-25%	-5%	-15%	-40%	-5%	-20%
ADJUSTED PRICE		$101,250	$58,462	$85,621	$96,000	$85,828	$60,956

INDICATED VALUE

$85,000 PER ACRE X 3.08 ACRES = $261,800

LESS $30,000 COST FOR WELL MONITORING = $231,800

ROUNDED $230,000

RECONCILIATION

As the subject is vacant land, only the Sales Comparison Approach was utilized. Our initial value came in at $261,800. From this amount we deducted the amount of $30,000 due to the projected costs of the ongoing testing of the monitoring wells that will be the responsibility of the purchaser. This resulted in a value of $230,000 rounded.

Therefore, our opinion of the Fee Simple Value of the subject property under the hypothetical conditions that the New York State Department of Environmental Conservation has authorized that the property can be sold, and that the property is cleaned up to the point that it can be utilized for commercial or industrial purposes, and under the extraordinary assumption that the site has been capped, as of April 26, 2014, assuming a twelve month selling period is **$230,000.**

This is less than the $100,000 per acre purchase price that was agreed to in August of 2009. However, that was five years ago when values were higher than they are today. In addition, we reduced our initial indicated value of $260,000 by $30,000 since the purchaser would be responsible for paying for the future monitoring and testing of the wells which is projected to be $30,000 to $35,000, as per the City of Newburgh's consulting engineers, First Environment.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

ADDENDUM

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT -- DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

DOROTHY A. FOSTER, Acting Comptroller
and Director of Finance

TO

THE CITY OF NEWBURGH

SECTION 45 BLOCK 3 LOT 7.1

RECORD AND RETURN TO:
(Name and Address)

The City of Newburgh
William F. Ketcham, Corporation Counsel
83 Broadway, City Hall
Newburgh, New York 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED X MORTGAGE ____ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

PROPERTY LOCATION

___	3089	BLOOMING GROVE (TN)	___	4289	MONTGOMERY (TN)
___	3201	WASHINGTONVILLE (VLG)	___	4201	MAYBROOK (VLG)
___	2289	CHESTER (TN)	___	4203	MONTGOMERY (VLG)
___	2201	CHESTER (VLG)	___	4205	WALDEN (VLG)
___	2489	CORNWALL (TN)	___	4489	MOUNT HOPE (TN)
___	2401	CORNWALL (VLG)	___	4401	OTISVILLE (VLG)
___	2500	CRAWFORD (TN)	___	4500	NEWBURGH (TN)
___	2589	DEERPARK (TN)	___	4600	NEW WINDSOR (TN)
___	5089	GOSHEN (TN)	___	5089	TUXEDO (TN)
___	5001	GOSHEN (VLG)	___	5001	TUXEDO PARK (VLG)
___	5003	FLORIDA (VLG)	___	5200	WALLKILL (TN)
___	5006	CHESTER (VLG)	___	5489	WARWICK (TN)
___	3289	GREENVILLE (TN)	___	5401	FLORIDA (VLG)
___	3489	HAMPTONBURGH (TN)	___	5403	GREENWOOD LAKE (VLG)
___	3401	MAYBROOK (VLG)	___	5405	WARWICK (VLG)
___	3989	HIGHLANDS (TN)	___	5689	WAWAYANDA (TN)
___	3901	HIGHLAND FALLS (VLG)	___	5689	WOODBURY (TN)
___	3989	MINISINK (TN)	___	5601	HARRIMAN (VLG)
___	3901	UNIONVILLE (VLG)			
___	4089	MONROE (TN)			
___	4001	MONROE (VLG)			
___	4003	HARRIMAN (VLG)			
___	4005	KIRYAS JOEL (VLG)			

OTHER

___	0000	MIDDLETOWN
X	1100	NEWBURGH
___	1300	PORT JERVIS
___	9999	HOLD

NO. PAGES 3 CROSS REF ____

CERT. COPY ____ AFFX ____

PAYMENT TYPE: CHECK ____
CASH ____
CHARGE X
NO FEE ____

CONSIDERATION $ ____
TAX EXEMPT ____

MORTGAGE AMT $ ____
DATE ____

MORTGAGE TYPE:

___ (A) COMMERCIAL
___ (B) 1 OR 2 FAMILY
___ (C) UNDER $10,000
___ (E) EXEMPT
___ (F) 3 TO 6 UNITS
___ (G) NAT.PERSON/CORP/ASSN
___ (J) NAT.PER-CR.UNI OR 2
___ (K) CONDO

DONNA L. BENSON
Orange County Clerk

RECEIVED FROM City of Newburgh

1998 5095 PG 45

LIBER 5095 PAGE 45

ORANGE COUNTY CLERKS OFFICE 37581 NAN
RECORDED/FILED 07/07/1999 09:44:23 AM

FEES	44.00	EDUCATION FUND	5.00
SERIAL NUMBER:	010124		
DEED CNTL NO	59150	RE TAX	.00

DEED

THIS INDENTURE, made the 29th day of June, 1999, between DOROTHY A. FOSTER, residing at 4 Ambassador Lane, Newburgh, New York, Acting Comptroller, Acting Director of Finance and Acting Enforcing Officer of The City of Newburgh, hereinafter known as the party of the first part; and

THE CITY OF NEWBURGH, a municipal corporation with offices at 83 Broadway, Newburgh, County of Orange, State of New York, a municipality duly organized under the laws of the State of New York, hereinafter known as the party of the second part.

WITNESSETH

THAT, WHEREAS, The City of Newburgh commenced an action *in Rem* in Supreme Court, Orange County, (Index No. 6792-96, Orange County) to foreclose certain tax liens owned by The City of Newburgh on properties located therein, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York and final Judgment having been taken herein in the Supreme Court in and for the County of Orange on the 8th day of June, 1998, and the party of the first part having been directed by said Judgment to execute a deed to The City of Newburgh concerning the property which was the subject of said Judgment, to wit, 146-172 Mill Street, Section 43, Block 3, Lot 7.1.

NOW, THEREFORE, pursuant to the terms of said Judgment, the party of the first part hereby conveys and transfers to The City of Newburgh, full and complete title, in fee simple absolute, to the following described premises, together with the buildings and improvements as the same are described in the records of the City Tax Collector:

IN REM NO.	PROPERTY ADDRESS AND FORMER OWNER(S)	TAX MAP NO. SECTION/BLOCK/LOT
621	146-172 Mill Street David Provan	43 - 3 - 7.1

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

IN THE PRESENCE OF:

DOROTHY A. FOSTER, Acting
Comptroller and Acting Director of Finance

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

On the 29th day of June, 1999, before me personally came DOROTHY A. FOSTER, acting Comptroller and Acting Enforcing Officer of The City of Newburgh, residing at 4 Ambassador Lane, Newburgh, New York 12550, to me known to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same pursuant to a Judgment of the Supreme Court, Orange County, dated and entered May 8, 1998.

DONNA E. VALENCIA
COMMISSIONER OF DEEDS
CITY OF NEWBURGH, NY
COMMISSION EXPIRES DEC. 31, 19__

C:\6061.millst.provan

INDEX 509580 47

OPTION TO PURCHASE AGREEMENT

Between

The City of Newburgh, New York

With

Fredrick J. Visconti, Jr.,

Date of Contract: AUGUST 11, 2009

OPTION TO PURCHASE CONTRACT

OPTION TO PURCHASE AGREEMENT

AGREEMENT made this 11th day of AUGUST, 2009 (the "Effective Date"), between The City of Newburgh, NY, with an address at 83 Broadway, Newburgh, NY 12550 ("Seller"), and Fredrick J. Visconti, Jr., with an address at 17-23 Dickson Street, Newburgh, NY 12550, or an entity of which he is the majority shareholder, member or partner, as the case may be, ("Purchaser").

WITNESSETH

WHEREAS, the Seller is the owner of certain real property of approximately 3.1 acres located in the City of Newburgh, and identified on the City's Tax Map as Section 43 Block 3 Lot 7.1, County of Orange, and State of New York, and

WHEREAS, the Purchaser is desirous of acquiring either the entire site or approximately 2.4 acres thereof (the "Premises") of the aforesaid real property, and the Seller is desirous of selling the same, upon and subject to the terms and conditions set forth below,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. SALE. Seller hereby grants an option to Purchaser to purchase and acquire from Seller, on and subject to the terms, covenants and conditions hereinafter set forth, the Premises, and all of Seller's ownership and rights, if any, in any land lying in the bed of any street, roadway, or right-of-way adjoining the Premises to the center line thereon.

2. PREMISES. The Premises are described as Lot No. 1 on a certain Concept Plan for Visconti Limousines, Inc. dated October 10, 2007 by Shaw Engineering, annexed hereto as Schedule A, or, in the event the Seller offers the same to the Purchaser, the entire 3.1 acres referenced above, but will include all of Seller's right, title and interest in and to:

a. any strips or gores of land within or adjoining the Premises;

b. any land lying in the bed of any street, road or avenue opened or proposed, in front or adjoining the Premises, to the center line thereof;

c. all easements, rights of way or use, privileges, licenses, permits and right to the same belonging to or appertaining to the Premises; and

d. all rights, title, and interest of the Seller in and to any unpaid award for damage to the Premises by reason of change in grade of any street. Seller will execute to the Purchaser on the closing date all proper instruments for the conveyance of such title and assignment and collection of any such award.

3. PURCHASE PRICE. The purchase price for the all or the approximately 2.4 acres of Premises which Purchaser shall purchase (the "Purchase Price") is the sum of One Hundred Thousand Dollars per acre, which shall be paid as follows:

a. Ten Thousand and 00/100 ($10,000.00) Dollars (the "Option Fee") shall be paid by Purchaser upon the execution of this Agreement, to the City Comptroller of the Seller, as escrow agent (the "Escrow Agent") subject to the provisions of Paragraph "11" below. At Closing, the Option Fee shall be applied against the Purchase Price.

b. The balance of the Purchase Price shall be paid to the Seller by Purchaser at Closing by wire transfer, good certified check of Purchaser, or official check of a bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller.

4. SUBDIVISION APPROVAL AND CONDITIONS.

a. In the event the Seller deems it to be in its best interest to restrict this Option to the 2.4 acre parcel described above, the parties shall fully cooperate with each other in the preparation of a proposed subdivision map of Tax Map parcel Section 43 Block 3 Lot 7.1 and a Site Plan (the Site Plan being required in the event the entire parcel is to be conveyed, also, and in which case, the parties shall likewise cooperate in its preparation) for submission to the Planning Board of the City of Newburgh and in any and all applications, proceedings and appeals made or prosecuted by or on behalf of Purchaser in connection with and consistent with the terms of this Agreement, and Seller agrees to execute and deliver all documents, consents or authorizations reasonably required by any governmental authority with respect thereto. Such coordination and cooperation between the parties is necessary due to issues presented by the need to remedy the site's environmental conditions, measures to monitor the site after such remediation, and the impact of such work and services on the configuration and operation of the Purchaser's development of the Premises for his transportation business.

b. This Agreement is contingent upon the Purchaser's approval of the configuration of the subdivision (in the case that only the 2.4 acre parcel is to be conveyed), Site Plan, and each and all of the conditions imposed by the City's Planning or Zoning Boards, the New York State Department of

Environmental Conservation (DEC), or any other governmental agency (the "Conditions"). In the event any such Conditions are unacceptable to the Purchaser, he shall so notify the Seller, whereupon the Option Fee shall be promptly refunded and this Agreement will thereupon be deemed cancelled, neither party having any further liability, one to the other.

c. This agreement is contingent upon the Purchaser obtaining final approvals from the City and all other appropriate governmental bodies and agencies for the construction of the improvements as described in the Site Plan. In the event that said final approvals are not obtained by the Purchaser within one hundred eighty (180) days of the date of New York State Department of Environmental Conservation (DEC) issuance of a Certificate of Completion of the remedial activities set forth in its Record of Decision of March 30, 2005 (ROD), this agreement shall at the option of Purchaser terminate and be deemed null and void, entitling the Purchaser to a return of his down payment.

d. The City shall engage First Environment and such other contractors as necessary or helpful to perform all services outlined in its proposal dated February 8, 2008 for the environmental remediation of existing contamination of the Premises, including but not limited to building asbestos survey and abatement and demolition, soil excavation, soil or groundwater disposal and site capping, and obtaining a Certificate of Completion of all remedial activities set forth in the ROD at the City's sole cost and expense. If the environmental remediation is not completed within one hundred eighty (180) days of the date of this Agreement, the Purchaser shall then have the option of either canceling the agreement and obtaining the return of the Deposit or of extending environmental remediation period for such additional time as the Purchaser may deem appropriate. However the City shall be obligated to diligently pursue approval by the DEC.

e. Provided the Purchaser is satisfied with the work, conditions and approvals set forth above, it shall exercise its option to purchase by written notice to the Seller's Corporation Counsel on or before ten (10) days of the later of: (i) the issuance of the DEC's a Certificate of Completion, (ii) the date of final site plan approval and (iii) the date of completion of groundwater quality monitoring; or on such earlier date as the parties hereto may mutually agree in writing.

5. CLOSING.

f. The "Closing" means the settlement of the obligations of the Seller and Purchaser to each other under this Agreement, including the payment by Purchaser to Seller of the purchase price and other sums due, in the

manner set forth in this Agreement, and the delivery to Purchaser of the deed in proper statutory form for recording so as to transfer and convey to Purchaser, fee simple ownership to the property, free of all encumbrances except as provided herein. The deed will contain the covenant of Seller as required by Section 13 of the Lien Law of the State of New York.

i. The Closing will occur at the office of Seller's attorney or at another mutually agreeable location, on or before ten (10) days of the later of: (i) the issuance of the DEC's a Certificate of Completion, (ii) the date of final site plan approval and (iii) the date of completion of groundwater quality monitoring; or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the City and the Purchaser shall accept such conveyance and pay to the City at such time and place the Purchase Price.

ii. Condition of Property at Time of Conveyance. The Purchaser shall take title to and possession of the Property in such condition as exists at the time of the issuance of the aforesaid Certificate of Completion and completion of ground water monitoring, and the City shall have no obligation to perform any work to improve or prepare the property for renovation in any way, except as set forth in this Agreement.

6. ACCESS AND INSPECTIONS.

a. Seller hereby grants to Purchaser its agents, servants, employees and consultants, a license to enter in and upon the Premises throughout the term of this Agreement for the purpose of inspecting the Premises which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, borings and such other tests and evaluations as are reasonably required for the full and complete evaluation of the Premises and the full and complete prosecution of any applications for governmental approvals. The Purchaser agrees to conduct such inspections in such manner so as to cause a minimum of disturbance to the Premises. Pursuant to the Lease of even date herewith, a copy of which is annexed hereto, Seller shall also permit the Purchaser to park his vehicles and equipment at the Northeast portion of the Premises (subject to relocation on the Premises from time to time as may be required to perform the tasks set forth in the ROD), and construct and occupy improvements on the Premises for the purposes of the adjacent Visconti transportation businesses. Additionally the parties will coordinate the capping of the site to permit the Purchaser, at his option, to perform such site grading as may be helpful to his development of the site subject to the continuing oversight and

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approval thereof by the DEC. In connection with the exercise of the license granted to Purchaser herein, Purchaser agrees to hold Seller harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorneys fees) caused solely by Purchaser or its agents, servants or employees in the use of said licensing. The provisions of the preceding sentence shall survive the closing of title.

b. Purchaser shall, at Purchaser's sole expense, keep and maintain a policy of commercial public liability insurance which shall include coverage for Purchaser's actions upon the Property during the term of this Agreement. This insurance policy shall name Seller as an additional insured and afford protection in limits of not less than $1,000,000.00 for bodily injury or death in any one accident, and not less that $500,000.00 for property damage. All insurance shall be effected under standard form policies, issued by insurers of recognized responsibility authorized to do business in the State of New York and, at Purchaser's option, such coverage may be effectuated through a blanket policy of insurance. Purchaser will deliver to Seller within seven (7) days after the Effective Date, and prior to entry onto the Property, certificates of this insurance coverage and, not less than thirty (30) days prior to the expiration of the coverage, a certificate of the new policy accompanied by evidence reasonably satisfactory to Seller of payment of premiums therefor.

7. APPORTIONMENTS.

a. At Closing, real property taxes, and water and sewer charges and rents, if applicable, will be apportioned and adjusted as of midnight preceding the Closing date.

b. In the event that any time subsequent to the closing of title hereunder the Premises shall be charged with an assessment, penalty, interest as the result of the loss of a tax exemption whether for agriculture, veteran, senior citizen, or other exemption (which said assessment, penalty and/or interest is collectively referred to as "Roll-Back Taxes"), any such Roll-Back Taxes shall be the sole obligation of the Seller. This provision shall survive delivery of the deed.

8. TITLE.

a. If, at the date of a closing there may be any taxes or other liens or encumbrances on the Premises which may be satisfied or discharged by the payment of money ("Monetary Liens") the Seller shall be obligated to pay and discharge the same. Seller may use the portion of the Purchase Price payable at or prior to the closing, to satisfy the Monetary Liens, provided the Seller shall simultaneously either (a) deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such Monetary Liens

of record together with the cost or recording or filing said instruments; or (b) provided that the Seller has made arrangements with Purchaser's title company in advance of closing, Seller will deposit with said title company sufficient monies, acceptable to and required by it to insure obtaining and recording such satisfactions, and the issuance of title insurance to the Purchaser free of any exception for such Monetary Liens. The Purchaser, if request is made within a reasonable time prior to the closing of title, agrees to provide at the closing separate bank or certified checks, aggregating the amount of any such Monetary Liens. The existence of any such Monetary Liens shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.

b. At the closing of title, the Seller will convey title to the Premises by Quitclaim Deed, free and clear of all exceptions, liens and encumbrances, other than those shown on Schedule "B" attached hereto (collectively, "Permitted Exceptions"). The payment of the New York State Transfer Tax shall be the obligation of the Purchaser.

c. Within thirty (30) days of the Effective Date, the Purchaser shall deliver to the Seller a copy of the preliminary title insurance report, including the exception sheets, tax search, survey and survey reading, if any, and property description together with a written notice setting forth any and all objections to the Seller's title and if the written notice of objections is not given within such period, such title objections shall be deemed waived by Purchaser except for any objections which shall arise of record subsequent to the date of the Purchaser's preliminary title report ("Subsequent Objections") and Purchaser shall, if possible, give Seller written notice of Subsequent Objections at least ten (10) days prior to the date set for closing. With respect to any objections, other than a Permitted Exception, Seller, shall have a period of forty-five (45) days, commencing with the receipt by Seller of Purchaser's notice of objections, within which to cause such objections to be cured or discharged to the satisfaction of Purchaser and its title company. If Seller attempts to cure or discharge the said objections but is unable or fails to do so by the end of the Cure Period, then upon the expiration of the Cure Period this Agreement shall be deemed canceled, unless Purchaser, no later than ten (10) days following the end of the Cure Period, shall notify Seller of Purchaser's waiver of the said objections. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

2. REPRESENTATIONS OF SELLER. The Seller makes the following representations with respect to this transaction to the best of Seller's knowledge, same not to survive closing unless specifically noted to the contrary.

a. There are no tenancies, written or oral, affecting the Premises, and no other persons have any right to occupy the same. For the purpose of conveying marketable title to the Purchaser at Closing, prior to Closing, Seller shall obtain insurable title to the portion of the Premises lying within the railroad spur right of way. No new tenancies are to be created or existing tenancies modified after execution of this Agreement without Purchaser's consent. The Premises will be conveyed vacant. Seller is not aware of any claims or conditions which would affect Seller's title to the Premises, or prevent Seller from conveying the quality of title described above.

b. Seller has the authority to enter into this Agreement and to deliver the Deed to the Premises.

c. Other than the conditions which Seller will remediate in accordance with the ROD, Seller has no actual knowledge of any environmental constraints which would create a reporting or cleanup obligation under any local, regional, state or federal environmental regulation or statute, or the presence of any hazardous substances or spills on the Premises as defined by any local, regional state, or federal environmental regulation or statute.

d. Seller has no actual knowledge of any threatened, anticipated, or pending eminent domain or condemnation action.

In the event Seller receives any information which would cause the above noted statements to be untrue or incomplete, Seller agrees to immediately notify Purchaser of such state of facts.

10. FIRPTA. Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC §1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing, Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person, which certification shall be in the form then required by the Code Withholding Section.

11. OPTION FEE.

a. The Option Fee shall be maintained in a non-interest bearing account by the Escrow Agent in such accounts or investments as shall be agreed to in writing by Purchaser and Seller.

b. The Option Fee, shall be paid by the Escrow Agent as follows:

i. If the transaction closes, to Seller at closing;

ii. To Buyer, if and when Buyer is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement; or

iii. To Seller, if Seller will be entitled to the Option Fee in accordance with the terms and provisions of this Agreement.

c. If and when Purchaser is entitled to a return of the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Purchaser; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Purchaser's notice and demand to Seller, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Seller. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Purchaser.

d. If and when Seller is entitled to the Option Fee in accordance with the terms and conditions of this Agreement, the Escrow Agent shall deliver the Option Fee to Seller; provided, however, that the Escrow Agent shall not release the Option Fee until ten (10) days after the date on which the Escrow Agent shall have delivered a copy of Seller's notice and demand to Purchaser, nor thereafter if during such ten (10) day period the Escrow Agent shall have received written notice of objection from Purchaser. Upon receipt of a notice of objection, the Escrow Agent shall promptly deliver a copy thereof to Seller.

e. The Escrow Agent shall not be liable to any of the parties for any act or omission, except for bad faith or gross negligence, and the parties hereby agree to indemnify the Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith (including attorney's fees). The parties acknowledge that the Escrow Agent is acting solely as a stakeholder for their convenience. In the event of a dispute between the parties, the Escrow Agent shall not be bound to release and deliver the Option Fee to either party but may either continue to hold the Option Fee until Escrow Agent is otherwise directed in writing signed by all parties hereto, or by a final non-appealable judgment of a court of competent jurisdiction, or Escrow Agent may deposit the Option Fee with the clerk of any court of competent jurisdiction. Upon such court deposit, the Escrow Agent will be released from all duties and responsibilities hereunder.

f. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it in respect of the Premises or the subject matter of this Agreement unless requested to do so by Purchaser or Seller and indemnified to its satisfaction against the cost and expense of such defense (including attorney's fees). Escrow Agent shall not be required to institute legal proceedings of any kind and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectibility of any check delivered in connection with this agreement.

Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper parties.

12. PREMISES SOLD "AS IS". Purchaser has inspected the Premises and is thoroughly familiar with the physical condition thereof. Seller has not made and does not make any representations as to the physical condition thereof other than as heretofore set forth herein. Seller has not made and does not make any representations as to the physical condition, topography, drainage, or soil conditions, subdivisions, zoning, acreage, expense of operations or any other matter or thing affecting or related to the Premises except as herein specifically set forth, and Purchaser hereby expressly acknowledges that no such representations have been made, and Purchaser further acknowledges that Purchaser has inspected the Premises and agrees to take the property in its present condition "AS IS."

13. BROKER. Each party hereby represents and warrants to the other that there was no broker, finder or person acting as such in any way instrumental or having any part in bringing about this transaction, and Seller agrees to pay the real estate commission if, as and when title closes, pursuant to the terms and conditions of a separate agreement. Each party covenants and agrees to indemnify and hold the other party harmless from and against any loss, cost, damage, expense (including reasonable attorneys fees and expenses) or liability resulting from any claims that may be made against the other by any other broker, finder or other person claiming a fee or other compensation in connection with this transaction arising from the acts of the indemnifying party. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.

14. CONDEMNATION.

a. If after the date this Agreement becomes effective and prior to the Closing Date there is a taking of less than ten percent (10%) of the Premises in eminent domain proceedings or under threat of condemnation, and such taking will not, in the reasonable opinion of Purchaser, prevent or interfere in a material way with the development of the Premises as described in Paragraph "4(a)" above, Purchaser shall perform its obligations under this Agreement and purchase the Premises. If during such period of time there is a taking of ten percent (10%) or more of the Premises as aforesaid, or if such taking will prevent or interfere with the development of the Premises as described in Paragraph "4(a)," Purchaser shall have the option of complying with the terms of or terminating this Agreement. If Purchaser is obligated hereunder to purchase the Premises or, if granted an option to terminate, elects not to terminate this Agreement, Purchaser shall remain obligated to perform its obligations under this Agreement, and Seller shall at the Closing deliver to Purchaser any part of the condemnation award collected by Seller and assign

to Purchaser rights to any part of the award not yet collected, in each case attributable to Seller's interest in the Premises. For the purposes of this Agreement, a taking in condemnation shall mean the vesting of fee title to any part of the Premises in governmental entity pursuant to the exercise of the power of eminent domain or pursuant to a deed delivered in lieu or in contemplation thereof. If this Agreement is canceled pursuant to the provisions of this Paragraph the Deposit paid by the Purchaser pursuant to Paragraph "3(a)" above, shall be returned to Purchaser, whereupon this Agreement shall terminate and neither party shall have any liability to or claim against the other, whether at law or in equity.

b. Purchaser agrees that the election granted to Purchaser under this Paragraph to terminate this Agreement shall be conclusively waived by Purchaser and of no force or effect unless Purchaser elects to terminate this Agreement by notice to Seller and Escrow Agent within sixty (60) days after Purchaser is notified by Seller of a taking that authorizes such election, such notification to include a specific description of the parcels to be taken and whether the taking is in fee, easement or otherwise.

15. DEFAULT.

a. Breach by City. In the event that the City shall fail to consummate the transaction contemplated by this Agreement for any reason (except Purchaser's breach or default under this Agreement or a termination of this Agreement by Purchaser or City pursuant to a right to do so under the provisions hereof), Purchaser, as Purchaser's sole and exclusive right and remedy, may either: (1) terminate this Agreement and receive a refund of the Deposit and the reasonable costs of title, fees, engineering costs and reasonable counsel fees paid in pursuit of the municipal approvals; or (2) pursue the remedy of specific performance.

b. Breach by Purchaser. In the event that Purchaser defaults in the performance of this Agreement including delivery of the Deposit or fails to consummate the transaction contemplated by this Agreement, the City may terminate this Agreement and thereupon City shall be entitled to receive and retain the Deposit as Seller's sole remedy and relief hereunder (except for the surviving obligations, if any).

16. MISCELLANEOUS.

a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, the Seller and the Purchaser, and their respective successors and assigns.

b. Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire Agreement between the Purchaser and the Seller with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement or any modification, change, discharge or termination is sought.

c. Captions. The captions of the Paragraphs and subparagraphs of this Agreement are for convenience and reference only, and are not to be considered in construing this Agreement.

d. NOTICES AND DEMANDS.

i. Any notices, request, instrument or other document to be given hereunder shall be in writing and, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, as follows:

If to the Purchaser:	Fred Visconti, Jr. 17-23 Dickson Street Newburgh, NY 12550
If to the City:	City of Newburgh Attn: City Manager 83 Broadway Newburgh, NY 12550
with a copy to:	City of Newburgh Attn: Corporation Counsel 83 Broadway Newburgh, NY 12550

ii. Each party may change its address for the purposes of this Paragraph by giving written notice of such change to the other party in the manner herein provided. If this Agreement provides for a designated period after a notice within which to perform an act, such period shall commence on the date of receipt or tender of the notice. If this Agreement requires the exercise of a right by notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the notice pursuant to which such right is exercised.

e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.

f. Invalidity Of Certain Provisions. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and every provision of this Agreement shall be enforceable to the fullest extent permitted by law.

g. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.

h. No Waiver. The failure of Seller or Purchaser to seek redress for violation of, or to insist on the strict performance of, any term, covenant or condition of this Agreement, shall not be deemed a waiver of any such party's rights hereunder nor prevent a similar subsequent act from constituting a default under this Agreement.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

j. Expenses. Each of the Purchaser and the Seller shall pay its respective legal, accounting and other fees in connection with this Agreement, including expenses incurred in connection with the purchase of the real property.

k. Merger. Seller is not liable or bound in any manner by express or implied warranties, guaranties, promises, statements, representations or information pertaining to the Premises, made or furnished by any agent, employee, servant, or other person representing or purporting to represent the Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

Seller:
The City of Newburgh New York

By: _____
Name: Charles Emberger
Title: Acting City Mangger

Purchaser:

_____
Name: Fredrick J. Visconti, Jr.

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

On the 11th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES EMBERGER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Geoffrey E. Chanin
Notary Public State of New York
No. 02CH6078488
Qualified in Orange County
My Commission Expires August 5, 2010

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

On the 17th day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared FREDERICK VISCONTI, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

JOSEPH P. ROWES
Notary Public, State of New York
Qualified in Orange County
Commission Expires June 30, ~~[illegible]~~ 2010

SCHEDULE A

All those certain lot, piece or parcel of land of land, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, being bounded and described as follows:

BEGINNING at a point in the
[to be inserted upon subdivision approval]

SCHEDULE "B"

PERMITTED EXCEPTIONS

1. Current taxes not yet due and payable.

2. Any state of facts which an accurate survey would show provided the same do not render title unmarketable.

3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to use, occupancy, subdivision or improvement of the Premises adopted or imposed by any governmental body, provided the same do not prohibit the contemplated environmental remediation and commercial redevelopment of the Premises.

6 Front Street

Newburgh, New York

12550

Tel. 845-568-0600

Fax. 845-568-0699

VALUATION CONSULTANTS INCORPORATED

April 2, 2014

Mr. James Slaughter, City Manager
City of Newburgh
83 Broadway
Newburgh, New York 12550

E-Mail: citymanager@cityofnewburgh-ny.gov

RE: VACANT INDUSTRIAL LAND - 3.10 ACRES
146-172 MILL STREET
SBL: 43-3-7.1
NEWBURGH, NEW YORK

Dear Mr. Slaughter:

I am writing to confirm that my company is available to perform an appraisal to estimate a market value of the property. The appraisal report will include property identification, assessment, taxes, property description, highest and best use conclusion, a Sales Comparison Approach and a reconciliation of value.

The cost to complete this assignment as an appraisal report in a summarized format is $1,000. The time to complete this assignment will be two to three weeks from date the of approval.

If the above meets with your approval, please sign below and return to us to begin this assignment. The fee is due and payable upon completion of the report.

Thank you for this opportunity to serve you. This fee quote and turnaround time is valid for 45 days from date of letter, after which time we reserve the right to change our terms

Sincerely,

Gregory R. Langer

Approved By:

LETTER OF ENGAGEMENT

RESOLUTION NO.: 81 - 2014

OF

APRIL 14, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT A PROPOSAL FROM VALUATION CONSULTANTS, INC. FOR PROFESSIONAL APPRAISAL SERVICES IN THE AMOUNT OF $1,000.00 IN CONNECTION WITH THE SALE OF 210 MILL STREET (SECTION 43, BLOCK 3, LOT 7.1)

WHEREAS, the City of Newburgh is the owner of property commonly known as 210 Mill Street, being more accurately described as Section 43, Block 3, Lot 7.1 on the Official Tax Map of the City of Newburgh; and

WHEREAS, pursuant to Resolution No. 133-2009 of August 10, 2009, the City and Frederick J. Visconti, Jr executed an Option to Purchase Agreement, dated August 11, 2009, which provided for the sale of 210 Mill Street at a purchase price of $100,000.00 per acre; and

WHEREAS, the City has obtained a proposal from Valuation Consultants, Inc. to perform an appraisal of the subject property to confirm market value prior to the completion of the sale; and

WHEREAS, to obtain the best purchase price for the sale of City-owned real property, it is necessary and appropriate to retain licensed appraisers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept the proposal of Valuation Consultants, Inc. in the amount of One Thousand ($1,000.00) Dollars with such terms and conditions as Corporation Counsel may require as necessary and appropriate under law, same as being in the best interests of the City of Newburgh to prepare an appraisal in connection with the sale of 210 Mill Street.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is

within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous water and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification an only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and appraisal of the appraiser.

J. TODD WILEY, IAO - APPRAISER'S QUALIFICATIONS

EDUCATION:

S.U.N.Y. Orange, Middletown, New York 1978-1980
Major- Data Processing

S.U.N.Y. Brockport, New York 1981-1983
Major- Computer Science

Orange County Association of Realtors
- Introduction to Real Estate Appraisal - (R1) 1991
- Valuation Principles and Procedures - (R2) 1991
- Ethics and Standards of Professional Practice 1991

New York State Office of Real Property Services
- Assessment Administration 1992
- Introduction to Appraisal Approaches 1992
- Introduction to the Income Approach 1993
- Introduction to Mass Appraisal 1994
- Advanced Methods and Assessment Techniques 1995
- Introduction to Land Appraisal 1998
- Fundamentals of Exemption Administration 1998
- Assisted Living Facility Valuation 1999
- Introduction to Income Capitalization (R4) 2000
- Restaurant Appraisal 2000
- Appraisal of a Drug Store 2001
- Introduction to Farm Appraisal 2003
- Ethics for Assessors 2007

New York State Assessors' Association
- IAO-1 2002
- Instructor Training 2005
- G-2 Principles Of Income Property Appraising 2006
- G-1 Introduction to Income Property Valuation 2007
- Valuation of Green Buildings 2013
- Ethics for Assessors 2014

PROFESSIONAL ORGANIZATIONS:

Orange County Assessors' Association, Past President
New York State Assessors' Association, President 2004-2005
Executive Board of the NYSAA, 1999-2006
Institute of Assessing Officers
NYSAA Real Property Tax Administration Committee, Chairman
2013-present

PROFESSIONAL DESIGNATIONS:

New York State Certified Assessor Advanced (SCAA)
Institute of Assessing Officers, chartered by the Board of Regents of the University of the State of New York Designation of Professional Assessor(IAO)

Passed exam for certification as New York Sate Residential Real Estate Appraiser Assistant.

SEMINARS:

New York State Assessors' Association

Equalization Concepts	1994
Fundamentals of Data Collection	1994
Appraisal Workshop	1996
Agricultural Assessment	1997
Assessment Administration	1998
Waterfront Property Valuation	1999
Feasibility Analysis	2002
Level of Assessment Training	2002
Equalization Rates	2002
Real Property System- RPS V4- Valuation Equity	2004
Hotel Valuation	2004
Tax Certiorari Negotiation	2005
Exemption Administration	2006

EXPERIENCE:

Town of New Windsor — 12/02-Present

Assessor for the Town. Responsibilities include the valuation of all parcels for tax purposes. Assessment administration of over 9,100 parcels.

Valuation Consultants Inc. — 7/05-Present

Commercial real estate appraiser. Perform appraisals of all types of commercial properties.

City of Newburgh — 7/91-12/02

From 1991-95 was the Assistant Property Manager and the Real Property Data Collector. Assisted with all aspects of valuation and assessing functions. Managed and marketed properties acquired by the City. In 1995 appointed City Assessor and Property Manager. Responsibilities included all aspects of valuation, assessment administration, property management and sales of City acquired properties.

Mid Hudson Appraisers — 9/93-7/95

Performed residential appraisals.

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others.

AREAS OF APPRAISAL EXPERIENCE -

New York State -
COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster

FACTUAL STATISTICAL AND REFERENCE INFORMATION

An up-to-date set of area Zoning Maps and Ordinances

City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps

Flood Plain Maps

Wetland Maps

GREGORY R. LANGER - APPRAISER'S QUALIFICATIONS

EDUCATION:

BA - Hartwick College, Oneonta, New York
Undergraduate — 1976

Newburgh Free Academy - Adult Education
Principles of Real Estate — 1976
Real Estate Law — 1977

New York State Association of Realtors
Graduate Realtors Institute - Course I — 1977

Marist College
Society of Real Estate Appraisers
Course 101 - An Introduction to Appraising Real Property — 1980

Pennsylvania State University
Society of Real Estate Appraisers
Course 201 - Principles of Income Property Appraising — 1981

Dartmouth College
American Institute of Real Estate Appraisers
Capitalization Theory and Techniques Parts II and III — 1982

American Institute of Real Estate Appraisers
Case Studies in Real Estate Valuation
and Valuation Analysis and Report Writing — 1983

Tampa, Florida
American Institute of Real Estate Appraisers
Standards of Professional Practice — 1984

University of Florida
American Institute of Real Estate Appraisers
Real Estate Investment Analysis — 1985

MEMBERSHIPS AND AFFILIATIONS:

American Institute of Real Estate Appraisers
MAI Candidate

State of New York -
Certified Real Estate General Appraiser - #46-43405

COURSES/SEMINARS:

Argus Seminar — 1993

Appraisal Institute
Consideration of Environmental
Hazards in Real Estate Valuation — 1994

Appraisal Institute
Understanding Limited Appraisals — 1994

Orange County Community College
Environmental Law and The Planning Board — 1995

Appraisal Institute
New Industrial Valuation — 1997

Appraisal Institute Appraisal of Local Retail Properties	1998
Appraisal Institute Attacking & Defending an Appraisal In Litigation	1998
Appraisal Institute Emerging Technologies Forum	1998
Appraisal Institute Internet Search Strategies	1998
Appraisal Institute - Course 1064-07 Case Studies in Commercial Highest & Best Use	06/2000
Appraisal Institute - Mid Hudson Chapter Standards of Professional Appraisal Practice - Part C - Course 11430	09/2002
Appraisal Institute Scope of Work: Expanding Your Range of Services	10/2003
Appraisal Institute Course 1400N - USPAP National Update Standards and Ethics for Professionals	10/2003
Manfred Real Estate Learning Center, Inc. Code #0022 - (AQ1) Fair Housing, Fair Lending & Environmental Issue	01/2004
Appraisal Institute Code #2352-07 - Appraisal Consulting: A Solution Approach for Professionals	5/2005
Appraisal Institute Subdivision Valuation	6/2005
Appraisal Institute NY State Code #2814-07 Appraising Convenience Stores	12/2005
Appraisal Institute - NY State Code #2837-02 2006 Changes to USPAP; The Demise of Departure	3/2006
Appraisal Institute - NY State Code #2839-07 Analyzing Commercial Lease Clauses	6/2006
Appraisal Institute USPAP Update Course	9/2006
Appraisal Institute - NY State Code #3023-02 Online Valuation Resources to the NY Appraiser	4/2007
Appraisal Institute - NY State Code #2994-07 Appraisal of Local Retail Properties	5/2007
Appraisal Institute - NY State Code - 3053-04 Professional Guide to Conservation Easements	8/2007
Appraisal Institute - NYS Code #2379-07 USPAP Update Course	3/2008

Argus Lease Analysis	4/2008
Appraisal Institute - An Introduction to Valuing Green Buildings	10/2008
Land Trust Alliance - Northeast Land Trust Conference Mapping Tools for Your Land Trust: Selecting and Evaluating Conservation Lands Using Online Mapping and GIS Resources	4/2009
Appraisal Institute - NYS Course #3452-07 Long Island Chapter of the Appraisal Institute Hotel Appraising- New Techniques for Today's Uncertain Times	9/2009
Appraisal Institute - NYS Code 3249-5.25 Business Practices and Ethics	11/2009
Appraisal Institute - Webinar Self Storage Buildings	01/2010
Appraisal Institute - Webinar Uniform Appraisal Standards for Federal Land Acquisitions	8/2010
Appraisal Institute - Webinar Strategies for Successfully Appealing a Real Estate Tax Assessment	9/2010
Appraisal Institute - Webinar A Debate on the Allocation of Hotel Total Assets	10/2010
Appraisal Institute - Webinar Understanding the New Interagency Appraisal and Evaluation Guidelines	2/2011
Appraisal Institute - Webinar Profiting from the New Estate Tax Law	5/2011
Appraisal Institute - Webinar Perspectives from Commercial Review Appraisers	7/2011
Appraisal Institute - Webinar The New Demand Reports	8/2011
Appraisal Institute - Webinar Understanding the Impact of the Interagency Appraisal and Evaluation Guidelines for Appraisers and Lenders	10/2011
Appraisal Institute Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets	2/2012
Appraisal Institute USPAP Equivalent Course	3/2012
Appraisal Institute - State Code: 2623-07 Online Small Hotel/Motel Valuation	3/2012

Appraisal Institute - Webinar Guides Notes 11 and 12 - What They Mean to You	6/2012
Appraisal Institute - Webinar IRS Valuation	7/2012
Appraisal Institute - Webinar Regression Analysis is Becoming Mainstream Are You Prepared?	9/2012
Appraisal Institute - Business Practices and Ethics	2/2013
Appraisal Institute - Webinar Property Taxation: Valuation & Consultation Services	7/2013
Appraisal Institute - State Code: 4102-07 The Discounted Cash Flow Model: Concepts, Issues and Applications	9/2013
Appraisal Institute - NYS Code 4101-07 Appraising the Appraisal: Appraisal Review-General	10/2013
Appraisal Institute - Webinar Appraising Cell Towers	10/2013
Appraisal Institute - NYS Code: 4020-14 Residential & Commercial Valuation of Solar	11/2013
Appraisal Institute 7 Hour USPAP Update Course	12/2013

EXPERIENCE:

Valuation Consultants, Inc. 3/93 to Present
Owner and Senior Commercial Appraiser

As an owner of the company, I will review and appraise all types of commercial appraisal reports.

H.F. Ahmanson and Company 11/86 to 2/93

Served in various positions including Senior Real Estate Financial Analyst, Chief Appraiser of the Bowery and Vice President-Loan Officer. Responsibilities and duties included valuation of the commercial real estate portfolio on the Eastern Seaboard, overseeing a full staff of commercial appraisers in the Manhattan office, portfolio valuation in the acquisition of Bowery Savings Bank and Home Savings Bank, and northeast lending operations.

Eastern Savings Bank 10/85 to 11/86

Served as an Assistant Vice President in lending, as well as an Appraiser

Appraisal Services Company 10/79 to 10/85

Worked as the Senior Commercial Appraiser after previously performing residential appraisals and overseeing the residential staff.

Sold Residential Real Estate 1976 to 1979

I have appraised all types of residential property, commercial and industrial buildings, farms and vacant land.

I have had experience in court testimonials for various cases.

I have made appraisals for financial institutions, attorneys, major corporations, home guarantee programs, insurance companies and others. I have worked on assignments for the following companies:

A. GENERAL EXPERIENCE

Abacus Bank
Advent Valuation
American Business Lenders
Appraisal Management
Astoria
Bank of America
Bank of New York
Bank of the West
Bank of Greene County
Bank United
Berkshire Bank
Bloom and Bloom
Business Lending
Catskill Hudson Bank
Charles Brodie, Esquire
Chase Manhattan Bank
Citizens Bank
City National Bank
City of Middletown
City of Newburgh
City of Poughkeepsie
Community Bank
Community Preservation Corporation
Concorde Lending
Country Bank
County of Orange
County of Dutchess
Cumberland Farms
Cumberland Gulf
David Brodsky, Esquire
Dormitory Authority of State of New York
Dwight Joyce, Esquire
Eastern Savings Bank
First Niagara Bank
Freedom Bank
Greater Hudson Bank
Hometown Bank of the Hudson Valley (formerly Walden Federal)
HSBC Bank USA
Hudson Heritage Federal Credit Union
Hudson United Bank
Hudson Valley Bank
Hudson Valley Federal Credit Union
Jacobowitz and Gubits, LLP
Jeff Bank
JP Morgan Chase
Key Bank of New York
Kingston City School District
Lakeland Bank
Lend Lease
M&T Bank

Metbank
Mahopac National Bank
Mid Hudson Valley Federal Credit Union
National Valuation Services
NBT
Newburgh Central School District
NYS Office of Mental Retardation & Developmental Disabilities
Orange County Trust
Orange County Land Trust
Orange & Rockland Utilities
Peoples United
Putnam County National Bank
Putnam County Savings Bank
Richard Drake, Esq.
Rhinebeck Savings Bank
Riverside Bank
Rondout Savings
Salisbury Bank
Sawyer Savings Bank
SBU
SI Bank and Trust
Stanley Marks and Company, CPA
Sterling National Bank (formerly Provident Bank)
Stevan Nosonowitz, Esquire
Stewart International Airport
Summit Bank
TD Banknorth, N.A.
Town of Chester
Town of Newburgh
Town of Wallkill
Trust Company of New Jersey
Ulster Savings Bank
Union Savings Bank
Union State Bank
Vanacore, DeBenedictus, DiGiovanni & Weddell, CPA
Valley National Bank
Village of Walden
Walden Savings
Wallkill valley Federal Credit Union
Warwick Valley School District
Webster Bank
Wells Fargo
Wilber National Bank

B. AREAS OF APPRAISAL EXPERIENCE -

New York State -
COUNTIES: Orange, Dutchess, Putnam, Rockland, Sullivan, and Ulster

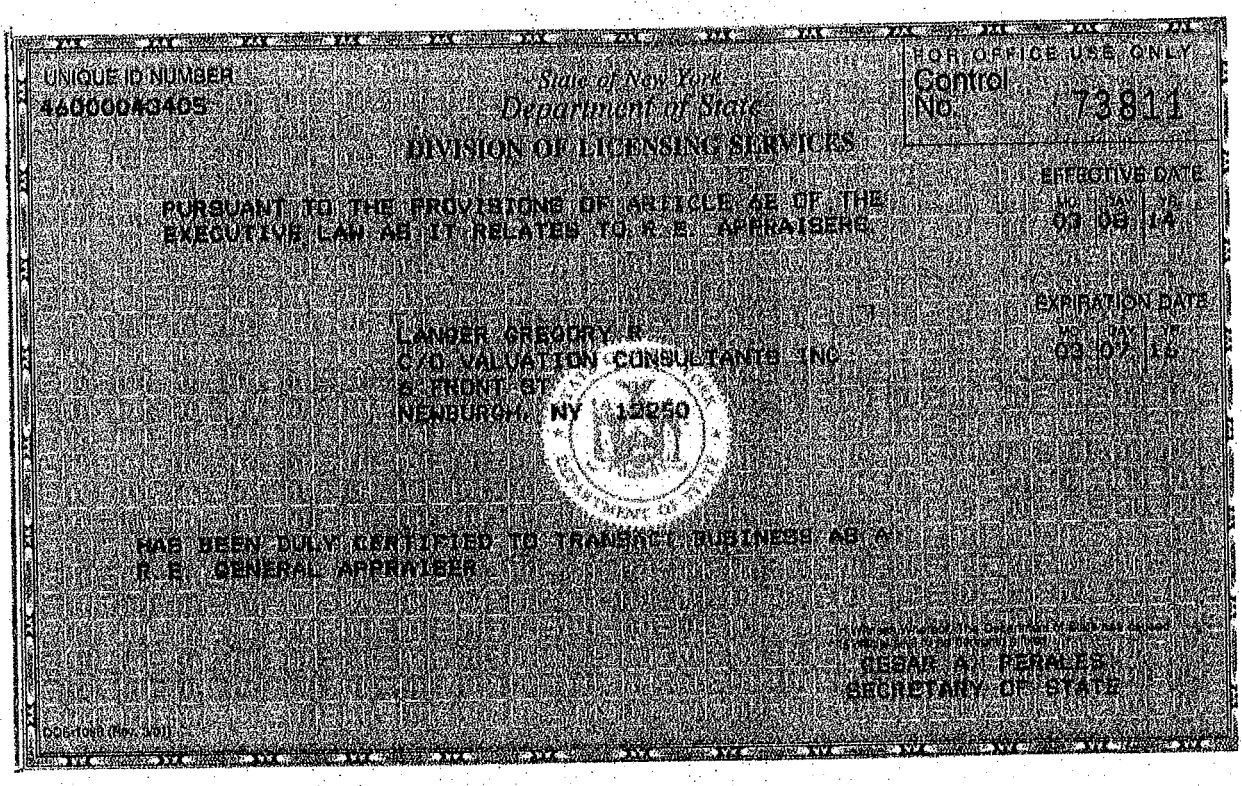
FACTUAL STATISTICAL AND REFERENCE INFORMATION

An up-to-date set of area Zoning Maps and Ordinances
City maps showing existence of underground utilities

Maintenance of sales transactions by subdivisions and street name, effective dates of sale and current listing

Current community statistics referring to retail sales, bank clearance, employment, transportation routes, construction activity, and mortgage recordings

Census Tract Maps, Flood Plain Maps, Wetland Maps



UNIQUE ID NUMBER
460000043405

State of New York
Department of State
DIVISION OF LICENSING SERVICES

FOR OFFICE USE ONLY
Control No. 73811

EFFECTIVE DATE
YR 03 MO 08 DA 14

EXPIRATION DATE
YR 05 MO 07 DA 14

PURSUANT TO THE PROVISIONS OF ARTICLE 6B OF THE EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS

LANDER GREGORY R
C/O VALUATION CONSULTANTS INC
2 FRONT ST
NEWBURGH, NY 12550

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

DESAD A. PERALES
SECRETARY OF STATE

DOS-1208 (Rev. 7/01)

RESOLUTION NO.:_____ - 2016

OF

JANUARY 25, 2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC. TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014 and Resolution No.: 21-2015 of January 26, 2015, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on December 31, 2015; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2016 to December 31, 2016; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One ($1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same 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 is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2016 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

   Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

   2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$36.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. TERM AND TERMINATION

   The term of this agreement shall commence on the 1st day of January, 2016 and shall end on the 31st day of December, 2016, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior writte3n notice.

4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.	CITY OF NEWBURGH, NY
_____	_____
Name: RICK MILTON	Name: MICHAEL G. CIARIAVINO
Title:	Title: City Manager
Date: _____	Date: _____
	Pursuant to Resolution No.:

SCHEDULE "A"

1. 40 Benkard Ave.
2. 98 Benkard
3. 101 Benkard
4. 205 Broadway
5. 88 Carpenter Ave.
6. 123 Carson Ave.
7. 134 Carson Ave.
8. 39 City Terr.
9. 31 Clark St.
10. 51 Courtney Ave.
11. 100 Courtney Avenue
12. 35 Dubois St.
13. 55 Farrington Street
14. 246 First Street
15. Fullerton Avenue Garage
16. 23 Gardner St.
17. 20 Grove St.
18. 63 Grove Street
19. 37 Hasbrouck St.
20. 53 Hasbrouck St.
21. 60 Hasbrouck St.
22. 81 Henry Avenue
23. 44 Johnes St. #206J 58-1-1.-16
24. 44 Johnes St. #103J 58-1-1.-3
25. 44 Johnes Street - 58-1-1.-10
26. 44 Johnes Street - 58-1-1.-21
27. 8 Larter Street
28. 18 Lander St.
29. 169 1/2 Liberty St.
30. 31 Liberty Street, W.H.
31. 70 Liberty St, WH
38. 1 Lincoln Terr.
32. 16 Lutheran Street
33. 92 Overlook Pl.
34. 20 Pierces Rd. #L40
35. 169 Prospect St.
36. 170 Renwick Street
37. 45 Robinson Ave.
38. 57-58 Williamsburg Dr.

Revised 01/14/2016

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Timothy W. Kramer
Assistant Corporation Counsel

February 25, 2015

Rick Milton
MESH Realty
77-79 Broadway
Newburgh, NY 12550

Re: City of Newburgh with MESH Realty Group, Inc.
Resolution No.: 21 - 2015

Dear Mr. Milton:

Enclosed for your records is a fully executed duplicate original of Amendment to an Agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services which was authorized by the City Council by Resolution No.: 21-2015 of January 28, 2015.

Very truly yours,

MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

Cc: Deidre Glenn, Director of Planning & Development
George Garrison, Superintendent of Public Works
John J. Aber, Comptroller
Lorene Vitek, City Clerk (w/original)

RESOLUTION NO.: 21 - 2015

OF

JANUARY 28, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC. TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: ~~27-2013~~ 21-2015 of January 28, 201~~3~~5, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, by Resolution No.: 18-2014 of January 27, 2014 authorized an amendment to the agreement with MESH Realty Group, Inc. which provided for the continuation of residential property services; and

WHEREAS, such agreement expired on December 31, 2014; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, ~~2015~~ 2016 to December 31, ~~2015~~ 2016; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One ($1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same 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 is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

I, Lorene Vitek, 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 2/11/15 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13 day of Feb., 20 15

City Clerk

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: 2/18/15

This Addendum to the Agreement dated April 1, 2013 is made and entered into this 18TH day of FEBRUARY, 2015 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

   Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

   2e Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$36.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

5) clean out of buildings and disposal of trash

3. TERM AND TERMINATION

   The term of this agreement shall commence on the 1st day of January, 2016 and shall end on the 31st day of December, 2016, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

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4. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

Name: Rick Milton

Title: Vice President

Date: 2/18/15

CITY OF NEWBURGH, NY

Name: Michael G. Ciaravino

Title: City Manager

Date: 2/20/15

Pursuant to Resolution No.: 21 - 2015

Corporation Counsel

MESH REALTY GROUP, INC.
77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307

MANAGEMENT AGREEMENT

AGREEMENT made the 1st day of April, 2013 between **The City of Newburgh** Herein referred to as owner, whose address 83 Broadway, Newburgh, NY 12550 And Mesh Realty Group, Inc., herein referred to as agent.

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, State of New York. A list of these properties will be attached to this agreement in a "Schedule A", and may be amended from time to time.

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

a. Leasing of units. Agent shall use due diligence to attract and retain lessees of the apartment units.
b. Collection of rents. Agent shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf and for the protection of owner in the collection of such amounts.
c. Agent shall manage the apartment complex according to sound commercial practices and in conformity with the bylaws. Regulations, code of ethics and official pledge of the Institute of Real Estate Management.
d. Employees. Agent shall employ, direct, control and discharge all persons performing regular services on the premises. All such persons are and shall be employees of owner.
e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$35.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.
f. Mortgages, taxes, other expenses. To the extent made possible by owner, agent shall service all loans and mortgages on the property, pay all applicable real estate and personal property taxes, licenses, fees and payroll taxes, and maintain payroll records and make all necessary returns required by law.

received
MAR 2013

3. ACCOUNTING AND ACCOUNTS

a. Accounting statements. Agent shall maintain books of account of all receipts and disbursements incurred in management of the property, which records shall be open to inspection by owner at all times. Agent shall render monthly statements to owner, showing all receipts and disbursements.

b. Bank accounts.

(1) Agent shall establish and maintain, in a bank, the deposits of which are insured by the Federal Deposit Insurance Corporation, a separate trust account for the deposit of rentals. Agent shall have the authority to draw on this account for any payments that agent must make to discharge any liabilities or obligations incurred pursuant to this agreement; and for payment of the fee to agent. All such payments shall be subject to the limitations of this agreement.

(2) Agent shall establish and maintain in a New York banking institution or savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation, a trust account bearing interest at the rate currently paid by such institutions or associations on time or savings deposit of any money or other form of security deposited or advanced on a contract, lease, or license agreement for the use or rental of real property. Agent shall comply with the various requirements of the New York Laws respecting the handling of such security deposits if retained by owner.

4. COMPENSATION OF AGENT

Owner agrees to pay agent as compensation for the services described above five percent (5%) of the gross revenue actually received from the property. Such compensation is due and payable on the **25** day of each month, the amount actually received during the previous month. The amount due agent for each month shall be withdrawn by agent from the rental account. That the percentage stated herein is in addition to the hourly charge to be paid for the maintenance and repair work. In the event that the compensation for services is not by the **25** day of the month, a 10% service charge will be added on to the amount due agent for services rendered. Further, City agrees to forward to agent a check in the amount of five thousand dollars and no cents ($5,000.00) to open an operating account for the above mentioned properties.

5. PAYMENTS TO OWNER

Agent shall remit to owner at intervals of not more than **6** months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes, licenses, repairs and other expenses that may be anticipated, but that are not due at the time to owner.

6. INSURANCE

The owner agrees to indemnify and save the agent harmless from any and all claims, debts or demands arising in connection with this management relationship, by any person, firm or corporation occurring by reason of or in connection with this contract and the owner agrees to carry liability insurance protecting Agent from any and all such liability and naming Agent as a co-insured. The aforesaid insurance shall be in an amount not less than **current amount.**

7. REIMBURSEMENT OF AGENT

Owner shall reimburse agent for the amount of any charges paid by agent and required for proper operation of the apartment project, if necessary funds are not available to agent from revenues received from the project or are not otherwise made available by owner.

8. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day April, 2013 and shall end on the 31st day of December, 2013, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) day's prior written notice.

9. NOTICE

Any notice required by this agreement shall be delivered by the owner at:
83 Broadway, Newburgh, NY 12550: Attention Michelle Kelson

And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

The owner will pay to the agent, a leasing/renting fee of one (1) month's rent on residential properties, for securing new tenants,.

The Owner hereby authorizes Agent to initiate legal proceedings against any tenant who is delinquent with their rent. Further, Agent is authorized to represent Owner in all matters dealing with the daily and legal operations of the above described property.

The terms of this contract are not subject to change, unless agreed upon by both owner and agent in writing.

This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

Richard F. Herbek
City Manager

3/14/13
Date

Dated:

I hereby accept the agency of the above property on the terms as herein provided and agree to perform the services herein stipulated.

Rick Milton
Mesh Realty Group, Inc.

3/15/13
Date

SCHEDULE "A"

1. 22 Bay View Terrace
2. 162 Broadway
3. 95 Carson Avenue
4. 34 Carter Street
5. 55 Farrington Street
6. 296 Grand Street
7. 63 Grove Street
8. 72 Hasbrouck Street
9. 81 Henry Avenue
10. 64 Johnston Street
11. 112 Johnston Street
12. 120 Johnston Street
13. 34 Lander Street
14. 8 Larter Street
15. 279 Liberty Street
16. 16 Lutheran Street
17. 119 Montgomery Street
18. 350 Water Street, Unit 7-9

APPROVED AS TO FINANCES

Cheryl A. Gross 3/13/13

Cheryl A. Gross
Comptroller

APPROVED AS TO FORM

Michelle Kelson
Corporation Counsel

City of Newburgh Fire Department

REQUEST TO: City Council, City Manager & Comptroller

FROM: Asst. Chief Edward Petricek

SUBJECT: Surplus Equipment

DATE: January 15, 2016

At this time the Fire Department would like to request that 2 items be deemed as surplus equipment.

1) 1998 Stigercraft Fireboat, VIN # PSW21717F898
2) Boat trailer, Long Trailer Co., VIN # 1LGDVJU27WA005013

We would like this to be added to the agenda for the City Council work session on Jan. 21, 2016.

Thank You,

Edward Petricek – Assistant Chief

City of Newburgh Fire Department

CITY OF NEWBURGH POLICE DEPARTMENT

PUBLIC SAFETY BUILDING
55 BROADWAY
NEWBURGH, NY 12550-5698
TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

REQUEST TO: City Council, City Manager & Comptroller
FROM: Chief Daniel Cameron
SUBJECT: Surplus Equipment
DATE: January 15, 2016

At this time the Police Department would like to request that these 2 items be deemed as surplus equipment.

1) 2003 Police Boat TROPHY model #2103: White, Serial Number- THMA03FAG2032103CC
2) Boat trailer 2002 Ventura, VIN # 47GRB23293B000093

We would like this to be added to the agenda for the City Council work session on Jan. 21, 2016.

Chief Daniel Cameron

RESOLUTION NO.: _____- 2016

OF

JANUARY 25, 2016

A RESOLUTION ADOPTING
RULES OF ORDER AND PROCEDURE
FOR THE COUNCIL OF THE CITY OF NEWBURGH
FOR THE YEAR 2016

BE IT RESOLVED, that the Council of the City of Newburgh, New York adopts for use during the year 2016 the Rules of Conduct and Procedure: By Laws, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

DRAFT

City of Newburgh City Council
Rules of Order and Procedure

Rule I: General Rules of Procedure

A. The presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal by motion to the City Council; the appeal to be taken without debate**.** The presiding officer may, if (s)he so desires, present motions and resolutions to the City Council, and (s)he may debate on any question which is being considered by it.

B. When a question is under consideration, no motion shall be entertained except as herein specified, which shall have precedence in the following order:

1. Motion for clarification, or to request reversal of ruling of the presiding officer, or limiting or extending discussion;
2. Recess the session;
3. Lay on table;
4. Postpone to a meeting of a certain date;
5. Refer to work session;
6. Amend;
7. Call the previous question, to be asked as follows: "Shall the main question be put now?" If answered in the negative, the main question remains before the Council.

C. A motion to lay a question on the table shall be decided without amendment or debate, and a motion to postpone shall be decided without debate.

D. A motion to adjourn shall always be in order and shall be decided without debate.

E. Every member desiring to speak shall address the presiding officer. All council members shall confine him/herself to the question under debate and avoid personalities. A member once recognized shall not be interrupted when speaking.

F. No question or motion shall be debated or put, unless it is seconded. It shall then be stated by the presiding officer.

G. A motion to reconsider any action taken by the Council may be made on the day such action was taken, either immediately during the session or at a recessed or adjourned session. Such motion must be made by a member on the prevailing side, but may be seconded by any member. The motion is subject to debate. This rule shall not prevent any member of the Council from making or re-making the same or any other motion at a subsequent meeting of the Council.

H. No member of the Council shall by conversation or otherwise delay or interrupt the

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proceedings or the peace of the Council nor disturb any member while speaking or refuse to comply with these rules, or the orders of its presiding officer. The Presiding Officer, subject to appeal by motion to the Council, may direct a member who is acting in violation of this section to leave the meeting or call for a recess or adjournment.

I. As the sergeant-at-arms of the meetings, the Police Chief shall carry out all order and instructions given by the presiding officer, for the purpose of maintaining order and decorum at the meetings, subject to an appeal by motion, to the Council.

J. Any motion may be withdrawn by the maker before it has been amended or voted upon, but in such case any other member may renew the motion at that time.

Rule II. Order of Business

A. The Order of Business shall be in conformity with section 20-3 of the Code of Ordinances.

B. The Order of Business may be departed from by majority vote of the members present.

Rule III. Voting

A. The order of voting shall be by alphabetical order of the last name of each Council member with the Mayor voting last.

B. All votes shall be by roll call. It shall be the duty of the City Clerk to enter on the minutes the names of the members voting for or against the question. Once a question has been put and the vote is being taken, the members of the Council shall confine themselves to voting and shall not resume discussion or make further comments on the question.

C. Every resolution or motion must be seconded before being put to a vote. An abstention, silence or absence shall be considered a negative vote for the purposes of determining the final vote on a matter.

D. No resolution, ordinance or local law may be introduced at a meeting unless the resolution, ordinance or local law has been considered at a work session of the Council prior to the Council meeting or is listed on the written agenda for said meeting. Notwithstanding the foregoing, by majority vote, an item not discussed at work session or appearing on the written agenda may be introduced, considered, and voted upon.

Rule IV. Executive Session

Whenever the Council shall determine to transact business in an executive session, it shall do so in accordance with the provisions of the New York State Open Meetings Law. All executive sessions shall be commenced at the public meeting. Proposals,

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discussions, statements and transactions in executive session are intended to be and shall be held and maintained in confidence and shall not be disclosed. The presiding officer shall direct all persons except members and designated officers and employees of the City to withdraw.

Rule V. Participation of City Manager and Staff

The City Manager shall be permitted to address the Council and participate in discussions. Heads of Departments shall be permitted to address the Council. Any other City officer or employee shall be permitted to address the Council with permission of the presiding officer, subject to an appeal by motion to the City Council, the appeal to be taken without debate.

Rule VI. Suspension of the Rules

In order to hear persons other than members of the City Council, the Mayor, and members of City staff, it shall be necessary to pass a motion suspending the rules of order. A motion to suspend the rules may be made at any time during the meeting and shall be decided without debate. Any such person speaking shall confine himself-herself to the subject and shall spend not longer than three (3) minutes, unless the time is extended by the presiding officer. This rule shall not apply to public hearings.

Rule VII. Guidelines for Public Comment

A. The public shall be allowed to speak only during the Public Comment periods of the meeting or at such other time as the presiding officer may allow, subject to appeal by motion to the Council.

B. Speakers must adhere to the following guidelines:

1. Speakers must be recognized by the presiding officer.
2. Speakers must step to the front of the room.
3. Speakers must give their name, address and organization, if any.
4. Speakers must limit their remarks to 3 minutes on a given topic. The City Clerk shall keep a record of the time and shall inform the presiding officer when the 3 minutes has expired.
5. Speakers may not yield any remaining time they may have to another speaker.
6. Council members may, with the permission of the presiding officer, , interrupt a speaker during their remarks, but only for the purpose of clarification or information.
7. All remarks shall be addressed to the Council as a body and not to any specific member or to staff.
8. Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. No profanities shall be used. No personal, slanderous, boisterous remarks shall be made. Council members, the Mayor and staff shall be treated with respect. The presiding officer, subject to appeal by motion to the Council, or the Council, may, by majority vote,

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request that the presiding officer direct that a speaker violating this provision or any other rule yield the floor and in the event the speaker fails to obey, (s)he may be escorted from the meeting by the sergeant-in-arms.

9. Interested parties or their representatives may address the Council by written communications. Written communications shall be delivered to the Clerk or their designee. Speakers may read written communications verbatim.

C. Members of the public not speaking shall observe commonly accepted rules of courtesy and decorum. They shall not annoy or harass others or speak when another speaker is being heard by the Council.

Rule VIII. Use of Recording Equipment

All members of the public and all public officials are allowed to audio or video record public meetings. Recording is not allowed during executive sessions. The recording should be done in a manner which does not interfere with the meeting. The presiding officer, subject to appeal by motion to the Council, may make the determination that the recording is being done in an intrusive manner, taking into consideration, but not limited to, brightness of lights, distance from the deliberations of the Council, size of the equipment, and the ability of the public to still participate in the meeting. If the presiding officer makes the determination that the recording is intrusive and has the effect of interfering with the meeting, (s)he may request an accommodation to avoid the interference and if not complied with, may ask the individual to leave the meeting room.

Rule IX. Rules for Public Hearings

The following rules shall apply to a legally required public hearing held before the City Council:

(a) Speakers shall register in writing prior to the beginning of the hearing by providing their name, address, and organization, if any. Individuals arriving after the commencement of the hearing shall be permitted to register upon arrival as long as the Chairperson has not closed the hearing.

(b) The Presiding Officer shall recognize each speaker, in the order registered, when the hearing is commenced. Speakers shall identify themselves, their address and organization, if any, prior to the remarks.

(c) Speakers must limit their remarks to five (5) minutes. Remarks shall be addressed only to the hearing issues. Speakers may not yield any remaining time they may have to another speaker. The City Clerk shall time speakers and advise the presiding officer when the time has expired.

(d) All remarks shall be addressed to the Council as a body and not to any individual member thereof.

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(e) Speakers shall observe the commonly accepted rules of courtesy, decency, dignity and good taste. Any loud, boisterous individual shall be asked to leave by the Presiding Officer and may be removed at the request of the Presiding Officer, subject to appeal by motion to the Council. Speakers addressing issues outside the scope of the hearing shall be asked to cease their comments.

(f) Interested parties may address the Council by written communication. The statements may be read at the hearing, but shall be provided to all Council members and entered in the minutes of the hearing by the City Clerk.

(g) The City Clerk shall include in the minutes of the hearing the name, address and organization, if any, of each speaker, a summary of the remarks, and written statements submitted to the Council.

Rule X. Work Sessions

There shall be regular work sessions of the Council to be held each Thursday preceding a Monday evening Council meeting. The work sessions shall be held at 6:00 p.m. in City Hall, 83 Broadway, Third Floor Council Chambers, unless the Council by majority vote cancels or changes the time or place of such session. The Rules IV, V, VI, and VIII of the Rules of Order of the Council shall apply to all work sessions.

Rule XI. Robert's Rules of Order

In the event any question in procedure shall arise that is not provided for by these rules, then, in that event, Robert's Rules of Order, Newly Revised, 10th Edition, shall be followed.

Rule XII. Adoption of Ordinances

Provided the proposed adoption of an ordinance has been placed on an agenda for a meeting of the Council at which the public is afforded the opportunity to comment on agenda items before Council action, a formal public hearing will not be conducted prior to the adoption of such ordinance, unless otherwise required by federal, state, or local law, ordinance, rule or regulation.

This rule shall not be construed to prevent the Council from holding a public hearing on any ordinance at its discretion, provided a majority of the members of the Council in attendance at a meeting, upon a motion or resolution duly introduced, vote to conduct such public hearing.

Date Adopted: May 14, 2001
Amended: February 25, 2002 (Rule XII added)
January 10, 2014 (Rule IV)

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City of Newburgh, NY
Friday, September 19, 2014

Chapter C. CHARTER

Article IV. City Council

§ C4.01. Rules of order.

[Amended 5-5-1941 by L.L. No. 1-1941; 2-24-1947 by L.L. No. 1-1947; 12-26-1951 by L.L. No. 3-1951; 3-3-1952 by L.L. No. 2-1952; 12-22-1952 by L.L. No. 10-1952; 2-12-1980 by L.L. No. 1-1980; 1-24-1983 by L.L. No. 1-1983]

A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for disorderly conduct or declare his seat vacant by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.

B. Except as in this section especially regulated, the legislative powers of the Council may be exercised as provided by rules or ordinances adopted by it.

C. Each member of the Council shall have the right to vote on any question coming before it. A majority of the Council shall constitute a quorum, and the affirmative vote of a majority of all the members of the Council shall be necessary to adopt any motion, resolution or ordinance.

D. Regular meetings of the Council shall be held on the second and fourth Mondays of each month, except the months of June, July and August. Regular meetings of the Council shall be held on the second Mondays of June, July and August. If a regular meeting falls on a legal holiday, the meeting shall be held on the day following such legal holiday. All regular meetings shall be held at the time and place fixed by ordinance or resolution of the Council. Special meetings may be called by any member of the Council on three days' notice, which notice shall specify the object of the meeting. All legislative sessions shall be open to the public, and every matter coming before the Council for disposition shall be put to a vote whereon the ayes and nays shall be called and recorded. A full and accurate journal of the proceedings of

the Council shall be kept by the City Clerk, which journal shall be open to the inspection of any elector of the City at any reasonable time.

E. The Council may change the date, time or place of any regular or special meeting provided for in Subsection **D** of this section or may cancel such meeting either by resolution passed at the immediately preceding regular or special meeting or by consent of the Council at any time prior to the scheduled meeting.

F. An emergency meeting may be called on less than three days' notice by the City Manager or a majority of the City Council upon reasonable notice, which notice shall specify the object of the meeting.
[Added 12-11-1995 by L.L. No. 4-1995]

City of Newburgh, NY
Monday, December 21, 2015

Chapter 20. Council, City

§ 20-1. Meetings.

[Amended 4-28-1986 by Ord. No. 7-86; 6-13-1988 by L.L. No. 4-1988; 4-9-1990 by L.L. No. 12-1990]
All meetings of the Council will be held at the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:30 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

§ 20-2. Appearances before Council work sessions.

A. Persons or groups wishing to address or appear before work sessions of the Council must submit a request in writing to the City Manager indicating:

   (1) The name of the person or group, address and telephone number.

   (2) The subject matter to be addressed.

   (3) The time and date requested.

B. Also, a member of the Council may ask the City Manager to put a particular person or group on the agenda to address the Council at a work session.

C. Such requests by individuals or groups may be granted by the City Manager, in his discretion. Such requests by a Council member shall be put on the work session agenda, but, in either case, if one or more Council members so request, the question of permission to address a Council work session shall be put to a Council vote for Council determination.

§ 20-3. Order of business.

[Amended 11-8-1999 by Ord. No. 13-99[1]]
The business of the Council shall be conducted in the following order:

A. Roll call.

B. Approval of minutes of previous meeting.

C. Communications.

D. Public hearings.

E. Public comments regarding report of City Manager and items of old business and new business.

F. Comments from the Council.

G. Report of City Manager.

H. Old business.

I. New business.

J. Public comments regarding general matters of City business.

K. Further comments from the Council.

[1] *Editor's Note: This ordinance provided that it would take effect at the next City Council meeting subsequent to its adoption.*

§ 20-4. Sergeant at Arms.

The Chief of Police shall be the Sergeant at Arms of the Council and shall attend all of its meetings.

§ 20-5. Record of vote on ordinances; date of passage.

The City Clerk shall attach to every ordinance passed by the Council the names of the Councilmen voting in the affirmative and the negative and the date of its passage.

§ 20-6. Recording and filing of ordinances; proof of publication.

All ordinances passed by the Common Council shall be recorded by the City Clerk in a proper book or books, with indexes. The originals shall be filed in the City Clerk's office, and due proof of the publication of all ordinances requiring publication, by the certificate of the publisher or printer, shall be procured by the Clerk and attached thereto or written and attested upon the face of the record of such ordinance.

§ 20-7. When ordinances effective.

[Amended 6-13-1988 by L.L. No. 4-1988]

All ordinances shall take effect immediately upon their publication, unless an ordinance shall otherwise specify the time when it shall go into effect.

§ 20-8. Official newspaper.

[Amended 10-13-1992 by Ord. No. 22-92; 10-13-1998 by Ord. No. 17-98; 6-14-1999 by Ord. No. 2-99[1]; 4-22-2002 by Ord. No. 11-2002]

The Mid-Hudson Times, The Sentinel and the Hudson Valley Press shall be the official newspapers of the City. All notices and advertisements published by direction of the Council shall be published in all said official newspapers.

[1] *Editor's Note: This ordinance provided that it would take effect 7-1-1999.*